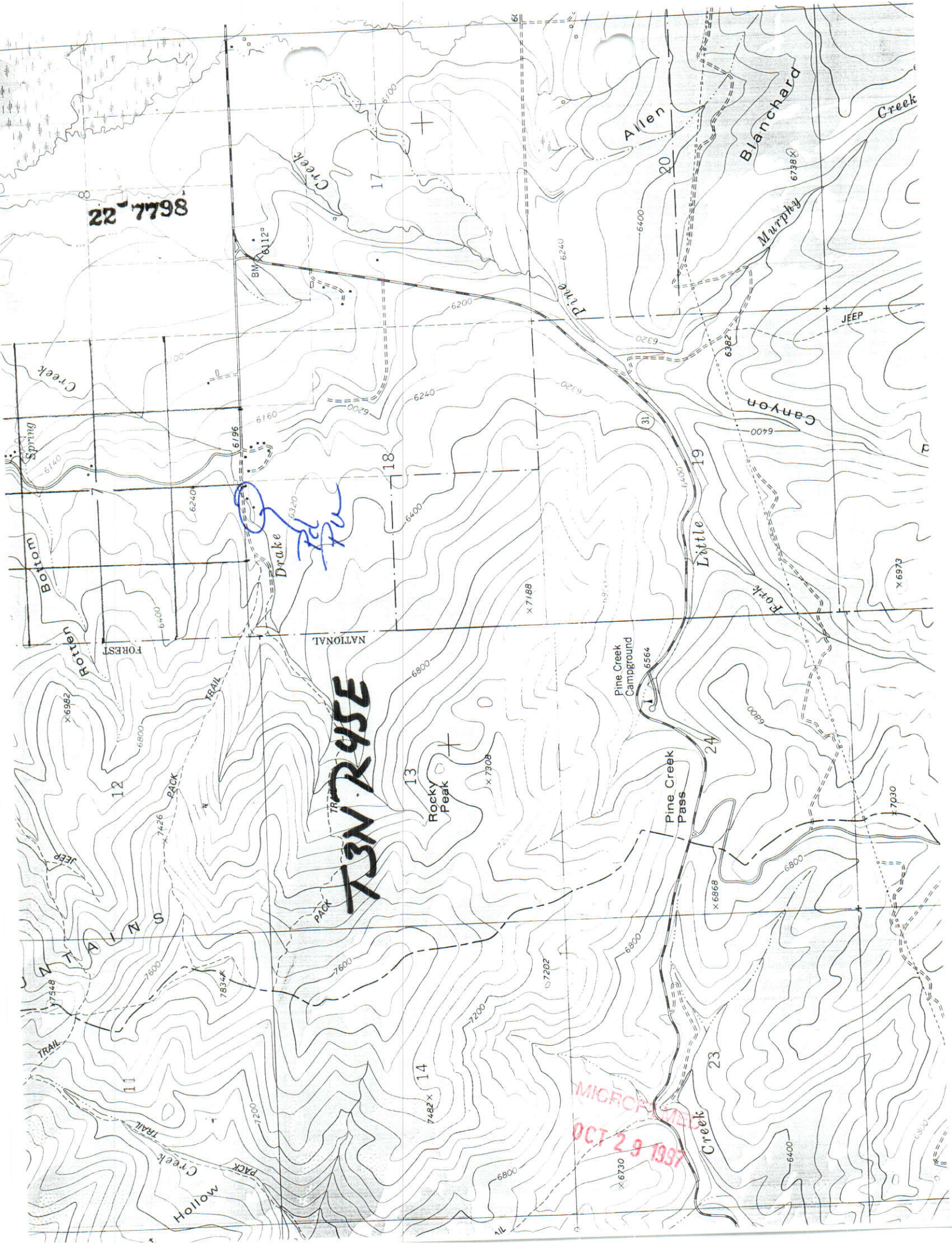
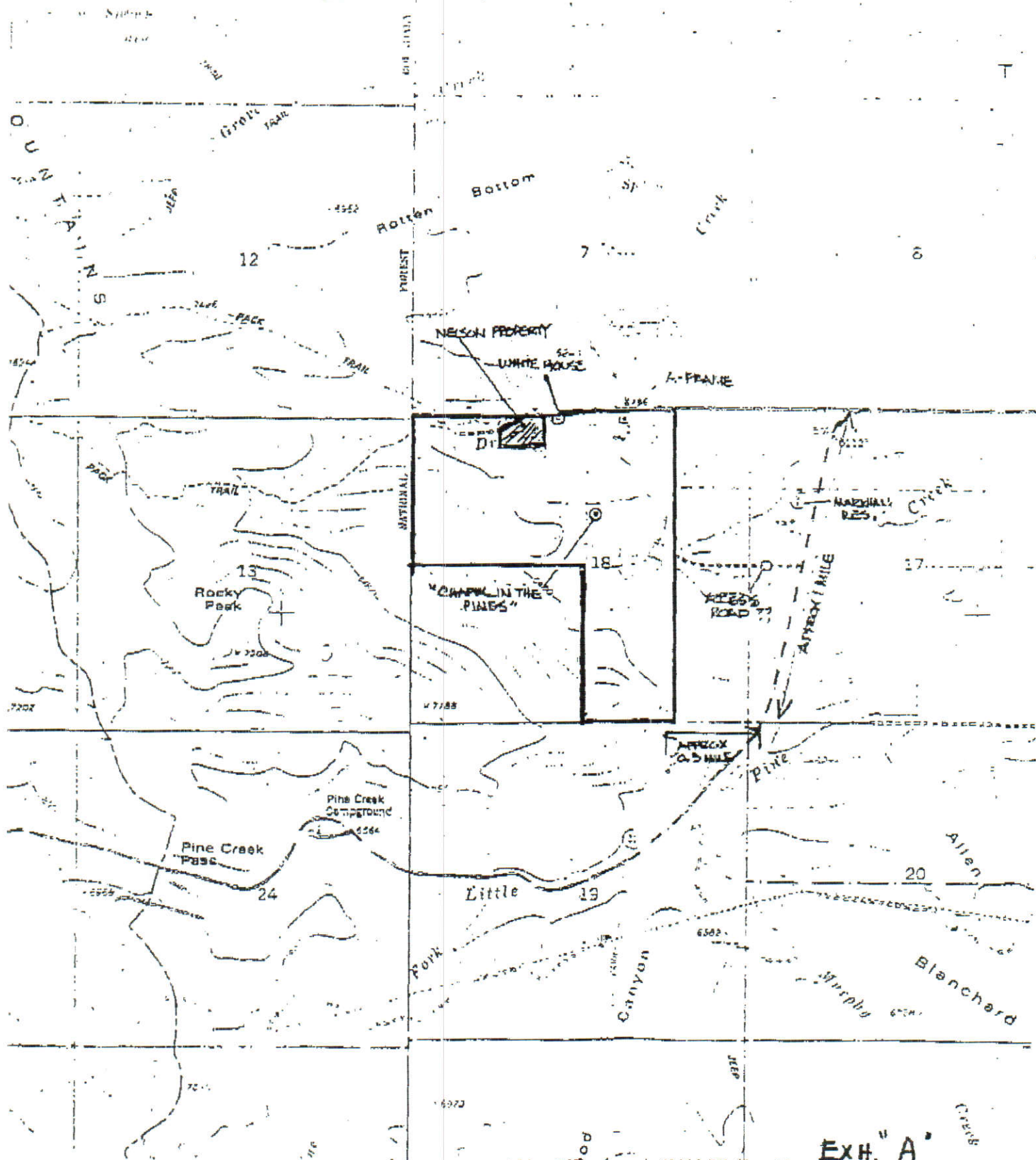






MICROFILMED

OCT 29 1997

AFFIDAVIT OF PUBLICATION

State of Idaho)
)ss
County of Teton)

I, Nadine Soose.....
being first duly sworn, depose and say that I am
the secretary.... of the Teton Valley News,
a newspaper as defined by Idaho Codes An-
notated, Section 58-106, as amended, and that
said newspaper is a weekly newspaper printed and
published at Driggs, in Teton County, Idaho,
having a general circulation in said county, and
that said newspaper has been printed in said
county for more than 78 consecutive weeks prior
to the first publication of the attached notice, ad-
vertisement, or publication of

Notice of Application
for Water Right
And affiant further says that said attached notice,
advertisement, or publication, as per clipping at-
tached, was published in said newspaper, in the
regular and entire issue thereof, and not in any
supplement issue thereof, for two consecutive
issues thereof; first publication having been
made on the 18 day of Sept.....
1997.

And affiant further says that at the times herein
mentioned said newspaper was made up of at
least eight pages of at least five columns each,
printed from typed matter, of at least sixteen in-
ches deep.

Nadine Soose

State of Idaho)
)
County of Teton)

On this 30 day of September
in the year of 1997, before me, a Notary Public,
personally appeared Nadine Soose.....
known or identified to me to be the person whose
name subscribed to the within instrument, and
being by me first duly sworn, declared that the
statements therein are true, and acknowledged to
me that he executed the same.

Bonnie Zolner
Notary Public for Idaho

Residing at Driggs Idaho

My commission expires 10/24/98

RECEIVED

OCT 02 1997

Department of Water Resources
Eastern Region

NOTICE OF APPLICATION
FOR WATER RIGHT

The following application (s) have been
filed to appropriate the public water of the State
of Idaho.

22-07793
JACOBSEN, RICHARD
3201 ASH ST
POLO ALTO, CA 94306

Source: GROUNDWATER
Diversion Pt: NENW Sec 18 T03N R45E
in TETON County.
Use: DOMESTIC (0.200 CFS)
Total Diversion: (0.200 CFS)
Date Filed: 8/28/97
In: TETON County
T03N R45E S18 NENW

The permit (s) will be subject to all prior
water rights. Protests must be filed with the
applicant and the Director, Dept. of Water Re-
sources, along with a \$25.00 filing fee, Eastern
Region, 900N Skyline, Idaho Falls, Idaho 83402
on or before OCTOBER 6, 1997.

KARL J. DREHER, Director

Published in the Teton Valley News Sep-
tember 18 and 25, 1997.

MICROFILMED

OCT 20 1997

RECEIVED

SEP 09 1999

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 22-07798 Telephone No. (650) 493-5310
2. Name(s) of Permit Holder(s): RICHARD JACOBSEN
3. Mailing Address: 3201 ASH ST., PALO ALTO, CA 94303
4. Source of Water: WELL If GROUNDWATER (well), Date Drilled: mo. 7/6 / yr. 98
 a. Well Driller: DENNING WELL DRILLING Drilling Permit Number: 0000 48 81
 b. OPTIONAL: Pump Horsepower: _____ Pressure (psi): _____ Dynamic pumping level (ft): _____
 Drilling Permit Number: 22-98-E-0061
5. Use(s) (as authorized by the water right permit):
 Domestic (No. of households): BOYS CAMP Stockwater (No. and type of stock): 10 CHICKENS
2 PIGS
14 HORSES
 Irrigation (No. of acres): 1/2 ACRE Other: _____
6. Total rate of diversion and/or volume for which proof is submitted: 0.2 CFS cfs OR _____ acre feet
7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)
 (This question is not optional. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)
 Measuring Device: Is a measuring device required? Yes _____ or No X
 Has the measuring device been installed? Yes _____ or No X
 Flow Measurement Port: Is a flow measurement port required? Yes _____ or No X
 Has the measurement port been installed? Yes _____ or No X
8. Fee Enclosed: \$ 40.00 (See Fee Schedule on back of the instructions for filing proof of beneficial use)
9. Person to contact to accompany the Department representative during field examination of the water system.
 Name: RICHARD JACOBSEN Telephone Number: (650) 493-5310
 Address: 3201 ASH ST., PALO ALTO, CA 94303
10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the State of Idaho.

Signature of permit holder: _____

(include your title, if on behalf of company or organization)

Date: 30 AUG 99

JAN 27 2000

State of Idaho
Department of Water Resources
Permit To Appropriate Water
NO. 22-07798

Proposed Priority: August 28, 1997

Maximum Diversion Rate:

0.20 CFS

This is to certify, that RICHARD JACOBSEN
3201 ASH ST
PALO ALTO CA 94306

has applied for a permit to appropriate water from: GROUNDWATER

and a permit is APPROVED for development of water as follows:

BENEFICIAL USE

PERIOD OF USE

RATE OF DIVERSION

DOMESTIC

01/01 to 12/31

0.20 CFS

LOCATION OF POINT(S) OF DIVERSION:

NENW , Sec. 18, Township 03N, Range 45E
TETON County

PLACE OF USE: DOMESTIC

TWN RGE SEC

03N 45E 18

NENW

CONDITIONS OF APPROVAL AND REMARKS

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before October 1, 1999.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
5. The right holder shall comply with Idaho well construction standards when constructing a well pursuant to this right.
6. Domestic use is for a boys camp.
7. Use of water for irrigation under this domestic right shall not exceed 1/2 acre.
8. The right holder shall not divert more than 13,000 gallons per day under this right.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

23rd day of October, 1997.

Karl J. Dreher
for Karl J. Dreher, Director
MICROFILMED

OCT 29 1997

RECEIVED

OCT 08 1997

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Department of Water Resources

- Name of Applicant Richard Jacobsen Phone 415-993-5310
Mailing address 3201 Ash St., Palo Alto, California 94306
- Source of water supply Groundwater which is a tributary of _____
- Location of point of diversion is Township 3N Range 4SE Sec. 18 in the _____ 1/4, NE 1/4, NW 1/4, Govt. Lot _____, B.M., Teton County County; additional points of diversion if any: _____
- Water will be used for the following purposes:
 Amount 0.20 for Domestic purposes from 1 Jan to 31 Dec (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
- Total quantity to be appropriated is (a) 0.20 and/or (b) _____
 cubic feet per second acre feet per annum
- Proposed diverting works:
 - Describe type and size of devices used to divert water from the source well & pump to a distribution system
 - Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet
 - Proposed well diameter is 10" inches; proposed depth of well is 200' feet
 - Is ground water with a temperature of greater than 85°F being sought? NO
 - If well is already drilled, when? _____; Drilling firm _____
 Well was drilled for (well owner) _____; Drilling Permit No. _____
- Time required for completion of works and application of water to proposed beneficial use is 2 years (minimum 1 year)
- Description of proposed uses (if irrigation only, go to item 9):
 - Hydropower; show total feet of head and proposed capacity in KW. _____
 - Stockwatering; list number and kind of livestock. _____
 - Municipal; show name of municipality. _____
 - Domestic; show number of households. _____
 - Other; describe fully. Private Boys Camp: 40 boys and 10 adult staff members
Camp is used on a year round basis.

OCT 29 1997

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of the use (example: *D* for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	N E				N W				S W				S E				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	45E	18					D												

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. NO

11. a. Who owns the property at the point of diversion? applicant

b. Who owns the land to be irrigated or place of use? applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

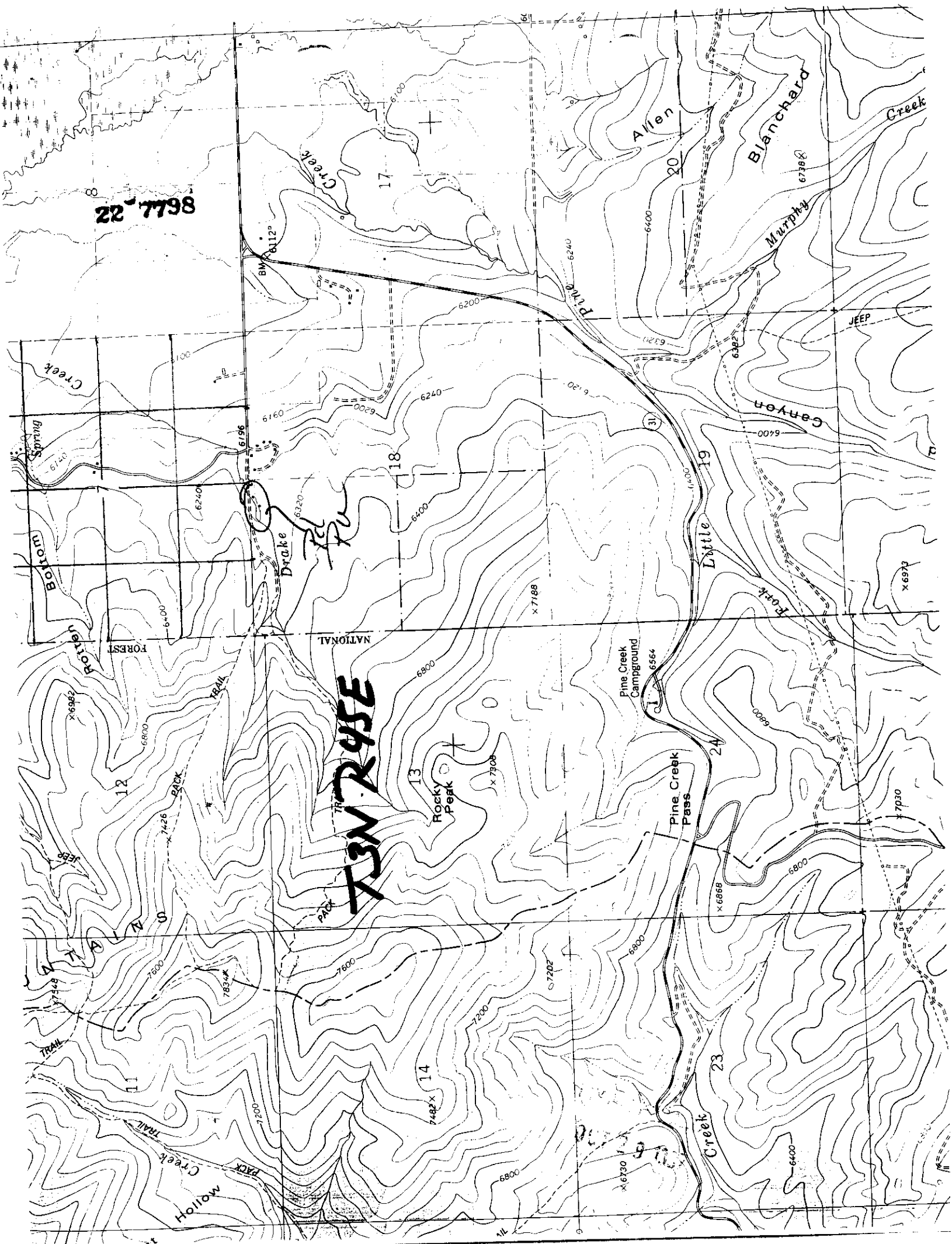
12. Remarks: _____

13. MAP OF PROPOSED PROJECT REQUIRED - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

[Signature] Agent for
Signature of Applicant (and title, if applicable) Dick Jacobson

Received by DMD Date 8-28-97 Time 16:33 Preliminary check by _____
Fee \$ 50.00 Received by DMD # E023568 Date 8-28-97
Publication prepared by RB Date 9-18-97 Published in Teton Valley News
Publication approved RB Date 10-6-97





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

January 6, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RICHARD JACOBSEN
3201 ASH ST
PALO ALTO, CA 94306

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 22-07798

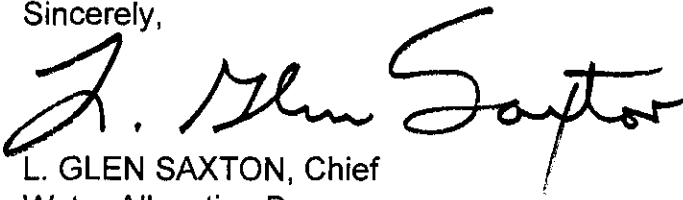
Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

Be advised that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office.

If you have questions concerning the field examination, please contact the **EASTERN** Regional Office of the department in Idaho Falls at (208) 525-7161.

Sincerely,



L. GLEN SAXTON, Chief
Water Allocation Bureau

c: IDWR - Regional Office

MICROFILMED

JAN 27 2000

ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE

Permit No. 22-07798 Reviewed by WJH Date 01-05-00

GENERAL CONSIDERATIONS

yes Name same as permit?
yes Address same as permit?
yes Proof timely received?
If not, complete calculation below.

TYPES OF USE

Dom
yes Correct Uses?

SOURCE OF WATER

 Surface water source

✓ Ground water source

yes Drilling permit required?

 Copy in the file?

 Amount paid for permit

 Well log in the file?

Drilling Permit No. 22-98-E-0061
2 Correct?

LICENSE EXAMINATION FEE

yes Required?

50 Amount Submitted

yes Correct?

MEASURING DEVICE

NO Required?

 Installed?

 Waiver requested?

PRIORITY CALCULATION

Date proof received	<u> </u>	<u> </u>
Date proof due	<u> </u>	<u> </u>
No. of days late	<u> </u>	<u> </u>
Priority Date	<u> </u>	<u> </u>
New Priority Date	<u> </u>	<u> </u>

DEFICIENCIES OR ACTION ITEMS

- none
- ocknow proof

DATA ENTRY

New Address Proof Made 9-9-99

July 31, 1999

RICHARD JACOBSEN
3201 ASH ST
PALO ALTO CA 94306

PROOF DUE NOTICE

RE: PERMIT NO. 22-07798

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before October 1, 1999. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

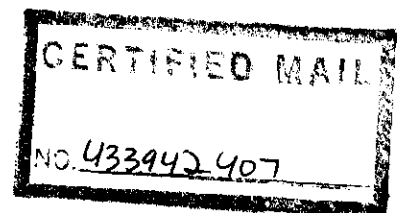
SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

MICROFILMED

JAN 27 2000





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 24, 1997

RICHARD JACOBSEN
3201 ASH ST
PALO ALTO CA 94306

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 22-07798

Dear Permit Holder:

The Department of Water Resources (IDWR) has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review the conditions of approval and remarks listed on your permit.

The permit is a preliminary order issued by IDWR pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by IDWR unless a party petitions for reconsideration or files an exception and/or brief as described in the enclosed information sheet.

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed.

The Department will send you a "Proof Due Notice" approximately 60 days prior to the above referenced date requesting you to file either a Proof of Beneficial Use form or a Request for Extension of Time form.

If a well has not already been constructed you are required to obtain a "drilling permit" from the department. The right to drill a well is not a part of this permit to appropriate water.

Also, please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address to the department. If you have acquired a water right or have changed your mailing address PRIOR TO July 1, 1996, you have until July 30, 1998, to notify the department. If you acquire a water right or change your mailing address AFTER July 1, 1996, you must notify the department within 120 days of the change.

ENCLOSURE

OCT 29 1997

Failure to report these changes could result in a \$100 late filing fee. Contact any office of the department to obtain the proper reporting form.

Sincerely,



Shelley W. Keen
Water Rights Supervisor

SK:klt

Enclosures

RECEIVED

OCT 29 1997

CERTIFICATE OF MAILING

I hereby certify that on the 24th day of October, 1997, I mailed a true and correct copy, postage prepaid, of the foregoing **PRELIMINARY ORDER (Approved Permit)** to the person(s) listed below:

Water Right No. 22-07798

RICHARD JACOBSEN
3201 ASH ST
PALO ALTO CA 94306


Kari Lynn Townsend
Secretary

OCT 29 1955

MEMORANDUM

DATE: October 22, 1997

TO: Water Right File 22-07798

FROM: Shelley W. Keen ^(SWK)

RE: Phone conversation with Kent Foster and Dick Jacobsen

On October 20, 1997, I spoke on conference call with applicant Dick Jacobsen and his attorney Kent Foster about Application for Permit 22-07798. I explained to them that I am concerned that this application does not cover the entire use of water associated with the camp, and I reminded them that under the moratorium it can be approved for only 13,000 gpd if it is a non-profit organization camp or 2500 gpd if it is a commercial venture. I suggested to them that they amend the application to cover everything based on the pre-1987 development exception to the moratorium. Another option we discussed was filing Snake River Basin Adjudication claims and then applying to add a point of diversion to the claimed rights. Kent Foster recommended to his client that SRBA claims be filed. Mr. Jacobsen's concern, however, is that he get a drilling permit as soon as possible. We finished the conversation with the understanding that Mr. Jacobsen and Mr. Foster would provide me information supporting the non-profit "organization camp" status of the use so that the permit can be issued for 13,000 gpd under the moratorium. They will also prepare SRBA claims to cover the longstanding water use at the camp. I told them I will recommend that the application be approved.

1005200000

OCT 29 1997

Law Offices

HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

FRED J. HAHN
KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FAIRER
STEPHEN E. MARTIN
CHARLES A. HOMER
GARY L. MEIKLE
GAYLE A. SORENSON, P.A.
DONALD L. HARRIS, P.A.
DALE W. STORER
MARIE T. TYLER
JOHN G. SIMMONS
ROBERT M. FOLLETT
FREDERICK J. HAHN, III
SHAN B. PERRY

U.S. BANK OF IDAHO BUILDING
330 SHoup AVENUE, THIRD FLOOR
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
FACSIMILE (208) 523-9518
E-MAIL: HKLDNLAW@SRV.NET

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

FACSIMILE TRANSMITTAL SHEET**DATE:** October 22, 1997**TO:** Shelley Keane **FAX #:** (208) 327-7866**FROM:** Kent W. Foster **FAX #:** (208) 523-9518**RE:****ITEM(S) SENT:****NO. OF PAGES INCLUDING TRANSMITTAL SHEET:** 13**MESSAGE:****ORIGINALS:** Sent by Mail () Kept on File (x)**IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE (208) 523-0620.**

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately by collect telephone at (208) 523-0620, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Telecopier Operator

Kjerstin

MICROFILMED
OCT 29 1997

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date: **MAY 05 1992**

BENNION TETON BOYS RANCH
INCORPORATED
1030 SOUTH 300 WEST
SALT LAKE CITY, UT 84115

Employer Identification Number:
87-0464069
Contact Person:
SHARI FLOWERS
Contact Telephone Number:
(214) 767-3526

Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

RECEIVED - 07/01/92

OCT 29 1997

-2-

BENNION TETON BOYS RANCH

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

OCT 29 1987

-3-

BENNION TETON BOYS RANCH

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Gary C. Booth
Gary C. Booth
District Director

OCT 29 1997

OCT 29 1957

A. RENT

A. *Basic Rent.* Tenant agrees to pay to Landlord at such place as Landlord may designate without deduction, offset, prior notice, or demand, and Landlord agrees to accept as Basic Rent for the leased Premises the sum of one and 00/100

(\$ 1.00) Dollars in lawful money of the United States of America, payable as follows: annually, on June 1st.

It is agreed that as the Basic Rent provided herein is adjusted according to Paragraph 3B, the actual Basic Rent and schedule of payments described above shall be adjusted accordingly.

B. *Time for Payment.* In the event that the term of this Lease commences on a date other than the first day of a calendar month, on the date of commencement of the term hereof Tenant shall pay to Landlord in rent for the period from such date of commencement to the first day of the next succeeding calendar month that proportion of the monthly rent hereunder which the number of days between such date of commencement and the first day of the next succeeding calendar month bears to (thirty (30)). In the event that the term of this Lease for any reason ends on a date other than the last day of a calendar month, on the first day of the last calendar month of the term hereof Tenant shall pay to Landlord as rent for the period from said first day of said last calendar month to and (including the last day of the term hereof) that proportion of the monthly rent hereunder which the number of days between said first day of said last calendar month and the last day of the term hereof bears to thirty (30).

C. *Late Charge.* Notwithstanding any other provision of this Lease, if Tenant is in default in the payment of rent as set forth in this Paragraph, when due, or any part thereof, Tenant agrees to pay Landlord, in addition to the delinquent rental due, a late charge for each rental payment in default in (10) days. Said late charge shall equal ten (10%) percent of each rental payment so in default.

D. *Additional Rent.* Beginning with the commencement date of the term of this Lease, Tenant shall pay to Landlord in addition to the Basic Rent and to Additional Rent the following:

- (1) Tenant's proportionate share of all Taxes relating to the Complex as set forth in Paragraph 12, and
- (2) Tenant's proportionate share of all insurance premiums relating to the Complex, as set forth in Paragraph 15, and
- (3) Tenant's proportionate share of expenses for the operation, management, maintenance and repair of the Building (including common areas of the Building) and Common Areas of the Complex in which the Premises are located as set forth in Paragraph 7, and
- (4) All charges, costs and expenses, which Tenant is required to pay hereunder, together with all interest and penalties, costs and expenses (including attorneys' fees and legal expenses), that may accrue therein in the event of Tenant's failure to pay such amounts, and all damages, reasonable costs and expenses which Landlord may incur by reason of default of Tenant or failure on Tenant's part to comply with the terms of this Lease. In the event of nonpayment by Tenant of Additional Rent, Landlord shall have all the rights and remedies with respect thereto as Landlord has for nonpayment of rent.

The Additional Rent due hereunder shall be paid to Landlord or Landlord's agent (i) within five days after presentation of invoice from Landlord or Landlord's agent setting forth such Additional Rent and/or (ii) at the option of Landlord, Tenant shall pay to Landlord monthly in advance, Tenant's pro rata share of an amount estimated by Landlord to be Landlord's approximate average monthly expenditure for such Additional Rent items, which estimated amount shall be recomputed at the end of each calendar year as compared to Landlord's actual expenditures for said Additional Rent items, with Tenant paying to Landlord, upon demand, any amount of actual expenses expended by Landlord in excess of said estimated amount, or Landlord refunding to Tenant (providing Tenant is not in default in the performance of any of the terms, covenants and conditions of this Lease) any amount of estimated payments made by Tenant in excess of Landlord's actual expenditures for said Additional Rent items.

The respective obligations of Landlord and Tenant under this paragraph shall survive the expiration or other termination of the term of this Lease, and if the term hereof shall expire or shall otherwise terminate on a day other than the last day of a calendar year, the actual Additional Rent incurred for the calendar year in which the term hereof expires or otherwise terminates shall be determined and settled on the basis of the statement of actual Additional Rent for such calendar year and shall be prorated in the proportion which the number of days in such calendar year preceding such expiration or termination bears to 365.

E. *Place of Payment of Rent and Additional Rent.* All Basic Rent hereunder and all payments hereunder for Additional Rent shall be paid to Landlord at the office of Landlord at _____ or to such other person or to such other place as Landlord may from time to time designate in writing.

F. *Security Deposit.* Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of _____ (\$ _____) Dollars. Said sum shall be held by Landlord as a Security Deposit for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent and any of the monetary sums due hereunder, Landlord may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of any other amount which Landlord may spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Deposit is so used or applied, Tenant shall, within ten (10) days after written demand (therefor), deposit cash with Landlord in the amount sufficient to restore the Security Deposit to its original amount. Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such Deposit. If Tenant fully and faithfully performs every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Lease term and after Tenant has vacated the Premises. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said Deposit to Landlord's successor in interest whereupon Tenant agrees to release Landlord from liability for the return of such Deposit or the accounting therefor.

G. *RULES AND REGULATIONS AND COMMON AREA.* Subject to the terms and conditions of this Lease and such Rules and Regulations as Landlord may from time to time prescribe, Tenant and Tenant's employees, invitees and customers shall, in common with other occupants of the Complex in which the Premises are located, and their respective employees, invitees and customers, and others entitled to the use thereof, have the non-exclusive right to use the access roads, parking areas, and facilities provided and designated by Landlord for the general use and conveniences of the occupants of the Complex in which the Premises are located, which areas and facilities are referred to herein as "Common Area". This right shall terminate upon the termination of this Lease. Landlord reserves the right from time to time to make changes in the shape, size, location, amount and extent of Common Area. Landlord further reserves the right to promulgate such reasonable rules and regulations relating to the use of the Common Area, and any part or parts thereof, as Landlord may deem appropriate for the best interests of the occupants of the Complex. The Rules and Regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant, and Tenant shall abide by them and cooperate in their observance. Such Rules and Regulations may be amended by Landlord from time to time, with or without advance notice, and all amendments shall be effective upon delivery of a copy to Tenant. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Complex of any of said Rules and Regulations.

Landlord shall operate, manage and maintain the Common Area. The manner in which the Common Area shall be maintained and the expenditures for such maintenance shall be at the discretion of Landlord.

any change in ownership of the Complex now or hereafter required by any governmental or quasi-governmental authority, or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed against, or with respect to the value, occupancy or use of, all or any portion of the Complex for now or hereafter to be constructed, altered, or otherwise changed) or Landlord's interest therein; any improvements located within the Complex (regardless of ownership); the fixtures, equipment and other property of Landlord, real or personal, that are an integral part of any leased area of the Complex; public utilities, or energy within the Complex; (ii) all charges, levies or fees imposed by reason of environmental regulation or other governmental control of the Complex; and (iii) all costs and fees (including attorneys' fees) incurred by Landlord in complying with any laws, ordinances or governmental control of the Complex; Property Tax. If at any time during the term of this Lease the location or assessment of the Complex falling in or out of the assessment date of this Lease shall be shared so that in lieu of or in addition to any Real Property Tax described above there shall be levied, assessed or imposed (whether by reason of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) an alternative or additional tax or charge (i) on the value, use or occupancy of the Complex or Landlord's interest therein or (ii) on or measured by the gross receipts, income or rentals from the Complex, on Landlord's business of leasing the Complex, or assigned in any manner with respect to the operation of the Complex, then any such tax or charge, however designated, shall be included within the meaning of the term "Real Property Taxes" for purposes of this Lease. If any Real Property Tax is based upon property or rents unrelated to the Complex, then only that part of such Real Property Tax that is fairly allocable to the Complex shall be included within the meaning of the term "Real Property Taxes". Notwithstanding the foregoing, the term "Real Property Taxes" shall not include taxes, levies, assessments, or charges of Landlord or the federal or state or local government imposed on Landlord's building from all sources.

B. Taxes on Tenant's Property

(1) Tenant shall be liable for and shall pay ten days before delinquency, taxes levied against any personal property or trade fixtures placed by Tenant in or about the Premises. If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property in the increased value of the Premises is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Tenant and if Landlord, after written notice to Tenant, pays the taxes based on such increased assessment, which Landlord shall have the right to do regardless of the validity thereof, but only under proper protest as required by Tenant, Tenant shall upon demand, at the case may be, repay to Landlord the taxes so levied against Landlord, or the proportion of such taxes resulting from such inclusion in the assessment; provided that in any such event Tenant shall have the right, in the name of Landlord and with Landlord's full cooperation, to bring suit in any court of competent jurisdiction to recover the amount of any such taxes so paid under protest, and any amount so recovered shall belong to Tenant.

(2) If the Tenant improvements in the Premises, whether installed, and/or paid for by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, are assessed for real property tax purposes at a valuation higher than the valuation at which standard office improvements in other space in the Complex are assessed, then the real property taxes and assessments levied against Landlord or the Complex by reason of such unique assessed valuation shall be deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of 12AJS, above. If the records of the County Assessor are available and sufficiently detailed to serve as a basis for determining whether said Tenant improvements are assessed at a higher valuation than standard office improvements in other space in the Complex, such records shall be binding on both the Landlord and the Tenant. If the records of the County Assessor are not available or sufficiently detailed to serve as a basis for making said determination, the actual cost of construction shall be used.

13. **LIABILITY INSURANCE** Tenant, at Tenant's expense, agrees to keep in force during the term of this Lease a policy of comprehensive public liability insurance with limits in the amount of \$300,000/\$1,000,000 for injuries to or death of persons occurring in, on or about the Premises or the Complex, and property damage insurance with limits of \$500,000. The policy or policies affecting such insurance, copies of which shall be furnished to Landlord, shall name Landlord as additional insureds, and shall insure any liability of Landlord, co-tenant or otherwise, as respects acts or omissions of Tenant, its agents, employees or invitees or otherwise by any conduct or transportation of any of said persons in or about or concerning the Premises, including any failure of Tenant to observe or perform any of its obligations hereunder; shall be issued by an insurance company admitted to transact business in the State of Idaho and shall provide that the insurance effected thereby shall not be canceled, except upon thirty (30) days' prior written notice to Landlord. If, during the term of this Lease, in the considered opinion of Landlord's Lender, insurance advisor, or counsel, the amount of insurance described in this paragraph 13 is not adequate, Tenant agrees to increase said coverage to such reasonable amount as Landlord's Lender, insurance advisor, or counsel shall deem adequate.

14. **TENANT'S PERSONAL PROPERTY INSURANCE AND WORKER'S COMPENSATION INSURANCE** Tenant shall maintain a policy or policies of fire and property damage insurance in full dollar amount with a replaceable loss settlement including the personal property, inventory, trade fixtures, and leasehold improvements within the leased Premises for the full term of the lease. The proceeds from any of such policies shall be used for the replacement of such items as required.

Tenant shall also maintain a policy or policies of worker's compensation insurance and any other employee benefit insurance sufficient to comply with all laws.

15. **PROPERTY INSURANCE** Landlord shall purchase and keep in force and in addition to the insurance required by paragraph 13 of this Lease, Tenant shall pay to Landlord Tenant's proportionate share of the cost of a replacement cost or actual cash value policy or policies of insurance covering loss or damage to the Premises and the Complex in the amount of the full replacement value thereof, providing protection against the perils included within the classification of "all risks" insurance and land and/or waterborne perils, if available, plus a policy of rental income insurance in the amount of one hundred (100%) percent of such loss (12) months Basic Rent, plus any profit or a defined loss, if such insurance is not included in the amount of one hundred (100%) percent of such loss. Landlord and Tenant shall have no obligation in any way to the proceeds of any insurance policy or policies maintained by Landlord for the Premises by fire or any of the excluded coverage included in the releasing party's insurance policies, irrespective of the cause of such fire or casualty; provided, however, that if the insurance policy of either releasing party provides such waiver, then this waiver shall not take effect until consent to such waiver is obtained. If such waiver is so prohibited, the insured party affected shall promptly notify the other party thereof.

16. **INDEMNIFICATION** Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord for any injury to or death of any person or damage to or destruction of property in or about the Premises or the Complex by or from any cause whatsoever, including, without limitation, gas, fire, oil, electricity or leakage of any character from the roof, walls, basement or other portion of the Premises or the Complex but excluding, however, the negligence of Landlord, its agents, servants, employees, invitees, or contractors of which negligence Landlord has knowledge and reasonable time to correct. Except as to injury to persons or damage to property the principal cause of which is the negligence of Landlord, Tenant shall hold Landlord harmless from and defend Landlord against any and all expenses, including reasonable attorneys' fees, in connection therewith, arising out of any injury to or death of any person or damage to or destruction of property occurring in, on or about the Premises, or any part thereof, from any cause whatsoever.

17. **COMPLIANCE** Tenant, at its sole cost and expense, shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in effect with the requirements of any board of the underwriters or other similar body now or hereafter constituted; and with any direction or occupancy certificate issued pursuant to law by any public officer; provided, however, that no such failure shall be deemed a breach of the provisions of this Lease, immediately upon notification, commences to remedy or rectify said failure. The judgment of any court of competent jurisdiction or the submission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such law, statute, ordinance or governmental rule, regulation, requirement, direction or provision, shall be conclusive of that fact as between Landlord and Tenant. This paragraph shall not be interpreted as requiring Tenant to make structural changes or improvements, except to the extent such changes or improvements are required as a result of Tenant's use of the Premises. Tenant shall, at its sole cost and expense, comply with any and all requirements pertaining to said Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance covering the Premises.

18. **LIENS** Tenant shall keep the Premises and the Complex free from any liens arising out of any work performed. Materials furnished or obligation incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but no obligation, to cause the same to be released by such release as it shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant on demand with interest at the prime rate of interest as quoted by the Bank of America.

19. ASSIGNMENT AND SURRENDER Tenant shall not assign, sublet, or hypothecate the Leasehold estate under this Lease, nor any interest therein, and shall not sublet the Premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person or entity to occupy or use the Premises, or any portion thereof, without, in each case, the prior written consent of Landlord which consent will not be unreasonably withheld. As a condition for granting its consent to any subletting, Landlord may require that Tenant agrees to pay to Landlord, as additional rent, all rents received by Tenant from its subtenants in excess of the rent payable by Tenant to Landlord hereunder. Tenant shall, by one hundred twenty (120) days written notice, advise Landlord of its intent to sublet the Premises or any portion thereof for any part of the term hereof. Upon receipt of said notice, Landlord may, in its sole discretion, elect to terminate this Lease as to the portion of the Premises described in Tenant's notice on the date specified in Tenant's notice. If Tenant intends to sublet the entire Premises and Landlord elects to terminate this Lease, this Lease shall be terminated on the date specified in Tenant's notice. If, however, this Lease shall terminate pursuant to the foregoing with respect to less than all the Premises, the rent, as defined and reserved hereinabove shall be adjusted on a pro rata basis to the number of square feet retained by Tenant, and this Lease as so amended shall continue in full force and effect. In the event Tenant is allowed to assign, transfer or sublet the whole or any part of the Premises, with the prior written consent of Landlord, no assignee, transferee or subtenant shall assign or transfer this Lease, either in whole or in part, or sublet the whole or any part of the premises, without also having obtained the prior written consent of Landlord. A consent of Landlord to one assignment, transfer, hypothecation, subletting, occupation or use by any other person shall not release Tenant from any of Tenant's obligations hereunder or be deemed to be a consent to any subsequent similar or dissimilar assignment, transfer, hypothecation, subletting, occupation or use by any other person. Any such assignment, transfer, hypothecation, subletting, occupation or use without such consent shall be void and shall constitute a breach of this Lease by Tenant and shall, at the option of Landlord exercised by written notice to Tenant, terminate this Lease. The Leasehold estate under this Lease shall not, nor shall any interest therein, be assignable for any purpose by operation of law without the written consent of Landlord. As a condition to its consent, Landlord may require Tenant to pay all expenses in connection with the assignment, and Landlord may require Tenant's assignee or transferee (or other assignee or transferee) to assume in writing all of the obligations under this Lease.

20. SUBORDINATION AND MORTGAGES In the event Landlord or its assignee or transferee shall at any time hereafter subdivide or convey by deed or lease, upon the interest of Landlord in the land and buildings in which the demised Premises are located, to secure a loan from a lender (hereinafter referred to as "Lender") to Landlord, Tenant shall, at the request of Landlord or Lender, execute in writing an agreement subordinating its rights under this Lease to the lien of such deed of trust, or, if so requested, agreeing that the lien of Lender's deed of trust shall be or remain subject and subordinate to the rights of Tenant under this Lease. Tenant hereby irrevocably appoints Landlord the attorney in fact of Tenant to execute, deliver and record any such instrument or instruments for and in the name and on behalf of Tenant. Notwithstanding any such subordination, Tenant's possession under this Lease shall not be disturbed if Tenant is not in default and so long as Tenant shall pay all rent and other obligations and perform all of the provisions set forth in this Lease.

21. ENTRY BY LANDLORD Landlord reserves, and shall at all reasonable times have, the right to enter the Premises to inspect them, to perform any services to be provided by Landlord hereunder, to submit the Premises to prospective purchasers, mortgagees or agents, to post notices of nonresponsibility, and to alter, improve or repair the Premises and any portion of the Complex, all without consent of rent; and may erect scaffolding and other necessary structures in or through the Premises where reasonably required by the character of the work to be performed; provided, however, that the business of Tenant shall be interfered with to the least extent that is reasonably practical. For each of the foregoing purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any of the means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a trespass on the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof. Landlord shall also have the right at any time to change the arrangement or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets or other public parts of the Complex and to change the name, number or designation by which the Complex is commonly known, and none of the foregoing shall be deemed an actual or constructive eviction of Tenant, or shall constitute a breach of this Lease.

22. BANKRUPTCY AND DEFAULT The commencement of a bankruptcy, insolvency, liquidation, reorganization, receivership, assignment for the benefit of creditors, or any assignment of or by Tenant for the benefit of creditors, or any similar action undertaken by Tenant, or the insolvency of Tenant, shall, at Landlord's option, constitute a breach of this Lease by Tenant. If the trustee or receiver appointed to serve during a bankruptcy, liquidation, reorganization, insolvency or similar action elects to reject Tenant's unexpired Lease, the trustee or receiver shall notify Landlord in writing of its election within thirty (30) days after an order for relief in a liquidation action or within thirty (30) days after the commencement of any action.

Within thirty (30) days after court approval of the assumption of this Lease, the trustee or receiver shall state (or provide adequate assurance to the reasonable satisfaction of Landlord that the trustee or receiver shall cure) any and all previous defaults under the unexpired Lease and shall compensate Landlord for all actual pecuniary loss and shall provide adequate assurance of future performance under said Lease to the reasonable satisfaction of Landlord. Adequate assurance of future performance, as used herein, includes, but shall not be limited to: (i) assurance of source and payment of rent, and other consideration due under this Lease; (ii) assurance that the assumption or assignment of this Lease will not breach substantially any provision, such as radius, location, use, or exclusivity provision, in any agreement relating to the above described Premises.

Nothing contained in this section shall affect the existing right of Landlord to refuse to accept an assignment upon commencement of or in connection with a bankruptcy, liquidation, reorganization or insolvency action or an assignment of Tenant for the benefit of creditors or other similar act. Nothing contained in this Lease shall be construed as giving or granting or creating an equity in the demised Premises to Tenant. In no event shall the Leasehold estate under this Lease, or any interest therein, be assigned by voluntary or involuntary bankruptcy proceeding without the prior written consent of Landlord. In no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

The failure to perform or honor any covenant, condition or representation made under this Lease shall constitute a default hereunder by Tenant upon expiration of the appropriate grace period hereinafter provided. Tenant shall have a period of five (5) days from the date of written notice from Landlord within which to cure any default in the payment of rent or adjustment thereto. Tenant shall have a period of ten (10) days from the date of written notice from Landlord within which to cure any other default under this Lease. Upon an uncured default of this Lease by Tenant, Landlord shall have the following rights and remedies in addition to any other rights or remedies available to Landlord at law or in equity:

(a) The rights and remedies provided for by California Civil Code Section 1951.2, including but not limited to, recovery of the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subsection (b) of said Section 1951.2. Any privity by Tenant under subparagraphs (2) and (3) of Section 1951.2 of the California Civil Code of the amount of rental loss that could be reasonably avoided shall be made in the following manner: Landlord and Tenant shall each select a licensed real estate broker in the business of renting property of the same type and use as the Premises and in the same geographic vicinity. Such two real estate brokers shall select a third licensed real estate broker, and the three licensed real estate brokers so selected shall determine the amount of the rental loss that could be reasonably avoided from the balance of the term of this Lease after the time of award. The decision of the majority of said licensed real estate brokers shall be final and binding upon the parties hereto.

(b) The rights and remedies provided by California Civil Code Section which allows Landlord to continue the Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due, for so long as Landlord does not terminate Tenant's right to possession; acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not constitute a termination of Tenant's right to possession.

(c) The right to terminate this Lease by giving notice to Tenant in accordance with applicable law.

(d) The right and power, as attorney-in-fact for Tenant, to enter the Premises and remove therefrom all personal property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply such proceeds therefrom pursuant to applicable California law. Landlord, as attorney-in-fact for Tenant, may from time to time sublet the Premises or any part thereof for such term or terms (which may extend beyond the term of this Lease) and on such rent and such other terms as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. Upon each subletting, (i) Tenant shall be immediately liable to pay Landlord, in addition to indebtedness other than rent due hereunder, the cost of such subletting, including, but not limited to, reasonable attorneys' fees, and any real estate commission actually paid, and the cost of such alterations and repairs incurred by Landlord and the amount, if any, by which the rent hereunder for the term of such subletting (to the extent such period does not exceed the term hereof) exceeds the amount to be paid as rent for the Premises for such period; or (ii) at the option of Landlord, rent received from such subletting shall be applied first to payment of indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such subletting and of such alterations and repairs; third to payment of rent due and unpaid hereunder; and the residue, if any, shall be paid by Landlord and applied in payment of future rent as the same becomes due hereunder. If Tenant has been credited with any rent to be received by such subletting under option (i) and such rent shall not be promptly paid to Landlord by the subtenant(s), or if such rentals received from such subletting under option (ii) during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. For all purposes set forth in this subparagraph d., Landlord is hereby irrevocably appointed attorney-in-fact for Tenant, with power of substitution. No taking possession of the Premises by Landlord, recovery in law for Tenant, shall be construed as termination of its part as to terminate this Lease unless a written notice of such

information to Tenant. Make the same available to the Tenant without limitation. Landlord may at any time hereafter terminate this Lease for such purposes or breach.

(c). The right to have a receiver appointed for Tenant upon application by Landlord, to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies provided in this Lease in favor of Tenant pursuant to subparagraphs above.

23. ABANDONMENT. Tenant shall not vacate or abandon the Premises at any time during the term of this lease, and if Tenant shall abandon, vacate or surrender said Premises, or be displaced by the process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be necessary to be retained.

24. DESTRUCTION. In the event the Premises are destroyed in whole or in part from any cause, except for routine maintenance and repairs and accidental damage and destruction caused from vandalism and accidents for which Tenant is responsible for under Paragraph 10. Landlord may, at its option:

- (a) Rebuild or restore the Premises to their condition prior to the damage or destruction, or
- (b) Terminate this Lease.

If Landlord does not give Tenant notice in writing within thirty (30) days from the destruction of the Premises of its election to either rebuild and restore them, or to terminate this Lease, Landlord shall be deemed to have elected to rebuild or restore them, in which event Landlord agrees, at its expense, promptly to rebuild or restore the Premises to the condition prior to the damage or destruction. Tenant shall be entitled to reduction in rent while such repair is being made in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. If Landlord does not complete the rebuilding or restoration within one hundred eighty (180) days following the date of destruction (such period of time to be extended for delays caused by the fault or neglect of Tenant or because of Acts of God, acts of public agencies, labor disputes, strikes, fires, freight shortages, heavy or stormy weather, inability to obtain materials, supplies or fuels, acts of contractors or subcontractors, or delay of the contractor or subcontractors due to such causes or other contingencies beyond the control of Landlord), then Tenant shall have the right to terminate this Lease by giving fifteen (15) days prior written notice to Landlord. Notwithstanding anything herein to the contrary, Landlord's obligation to rebuild or restore shall be limited to the building and interior improvements constructed by Landlord as they existed as of the commencement date of the Lease and shall not include restoration of Tenant's trade fixtures, equipment, or alterations, or any improvements, alterations or additions made by Tenant to the Premises, which Tenant shall forthwith replace or fully repair at Tenant's sole cost and expense provided this Lease is not cancelled according to the provisions above.

Unless this Lease is terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect. Tenant hereby expressly waives the provisions of Section 1932, Subdivision 2, and Section 1939, Subdivision 4 of the California Civil Code.

In the event that the building in which the Premises are situated is damaged or destroyed to the extent of not less than 33 1/3% of the replacement cost thereof, Landlord may elect to terminate this Lease, whether the Premises be injured or not. In the event the destruction of the Premises is caused by Tenant, Tenant shall pay the deductible portion of Landlord's insurance proceeds.

25. Eminent Domain. If all or any part of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, this Lease shall terminate as to any portion of the Premises so taken or conveyed on the date when title vests in the condemnor, and Landlord shall be entitled to any and all payment, income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance, and Tenant shall have no claim against Landlord or otherwise for the value of any acquired term of this Lease. Notwithstanding the foregoing paragraph, any compensation specifically awarded Tenant for loss of business, moving cost or loss of goodwill, shall be and remain the property of Tenant.

If (i) any action or proceeding is commenced for such taking of the Premises or any part thereof, or if Landlord is advised in writing by any entity or body having the right or power of condemnation of its intention to condemn the premises or any portion thereof, or (ii) any of the foregoing events occur with respect to the taking of any space in the Complex not leased hereby, or if any such action is taken or conveyed in lieu thereof and Landlord shall decide to discontinue the use and operation of the Complex, or decide to demolish, alter or rebuild the Complex, then, in any of such events Landlord shall have the right to terminate this Lease by giving Tenant written notice thereof within sixty (60) days of the date of receipt of said written advice, or commencement of said action or proceeding, or taking conveyance, which termination shall take place as of the first day to occur of the first day of the calendar month next following the month in which such notice is given or the date on which title to the Premises shall vest in the condemnor.

In the event of such a partial taking or conveyance of the Premises, if the portion of the Premises taken or conveyed is so substantial that the Tenant can no longer reasonably conduct its business, Tenant shall have the privilege of terminating this Lease within sixty (60) days from the date of such taking or conveyance, upon written notice to Landlord of its intention so to do, and upon giving of such notice this Lease shall terminate on the last day of the calendar month next following the month in which such notice is given, upon payment by Tenant of the rent from the date of such taking or conveyance to the date of termination.

If a portion of the Premises be taken by condemnation or conveyance in lieu thereof and neither Landlord nor Tenant shall terminate this Lease as provided herein, this Lease shall continue in full force and effect as to the part of the Premises not so taken or conveyed, and the rent herein shall be apportioned as of the date of such taking or conveyance so that thereafter the rent to be paid by Tenant shall be in the ratio that the area of the portion of the Premises not so taken or conveyed bears to the total area of the Premises prior to such taking.

26. SALE OR CONVEYANCE BY LANDLORD. In the event of a sale or conveyance of the Complex or any interest therein by any owner of the reversion then constituting Landlord, the transferee shall thereby be released from any further liability upon any of the terms, covenants or conditions (express or implied) herein contained in favor of Tenant, and in such event, insofar as such transfer is concerned, Tenant agrees to look solely to the responsibility of the successor in interest of such transferor to enforce the terms and conditions of this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to adhere to the same notwithstanding such transfer.

27. ATTACHMENT TO LENDER OR THIRD PARTY. In the event the business of Landlord in the land and buildings in which the leased Premises are located (whether such interest of Landlord is a fee title interest or a leasehold interest) is encumbered by deed of trust, and such interest is acquired by the lender or any third party through judicial foreclosure or by exercise of a power of sale at private seller's foreclosure sale, Tenant hereby agrees to inform to the purchaser at any such foreclosure sale and to recognize such purchaser as the Landlord under this Lease, in the event the lien of the deed of trust securing the loan from a Lender to Landlord is prior and paramount to the Lease, this Lease shall nonetheless continue in full force and effect for the remainder of the unexpired term hereof, at the same rental herein reserved and upon all the other terms, conditions and covenants herein contained.

28. HOLDING OVER. Any holding over by Tenant after expiration or other termination of the term of this lease with the written consent of Landlord delivered to Tenant shall not constitute a renewal or extension of the Lease or give Tenant any right in or to the leased Premises except as expressly provided in this Lease. Any holding over after the expiration or other termination of the term of this Lease, with the consent of Landlord, shall be construed to be a tenancy from month to month, on the same terms and conditions herein specified insofar as applicable except that the monthly Basic Rent shall be increased to an amount equal to one hundred fifty (150%) percent of the monthly Basic Rent required during the last month of the Lease term.

29. CERTIFICATE OF ESTOPPEL. Tenant shall at any time upon not less than ten (10) days prior written notice to Landlord deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that this Lease is in full force and effect, without modification except as may be represented by Landlord that there are no uncured defaults in Landlord's performance, and that no more than one month's rent has been paid in advance.

30. CONSTRUCTION CHANGES. It is understood that the description of the Premises and description of structure, plumbing and other facilities herein are subject to such minor changes as Landlord or Landlord's architect determines to be desirable in the course of construction of the Premises, and no such changes, or any changes in plans for any other portions of the Complex shall affect this Lease or entitle Tenant to any reduction of rent hereunder or result in any liability of Landlord to Tenant. Landlord does not guarantee the accuracy of any drawings supplied to Tenant and verification of the accuracy of such drawings is the responsibility of Tenant.

31. RIGHT OF LANDLORD TO PERFORM. All terms, covenants and conditions of this Lease to be performed or observed by Tenant shall be performed or observed by Tenant at Tenant's sole cost and expense and without any reduction of rent. If Tenant shall fail to pay any sum of money, or other rent, required to be paid by it hereunder or shall fail to perform any other term or covenant hereunder on its part to be performed, and such failure shall continue for five (5) days after written notice thereof by Landlord, Landlord, without waiving or releasing Tenant from any obligation of Tenant hereunder, may, but shall not be obligated to, make any such payment or perform

any such other term or covenant on Tenant's part to be performed. All sums so paid by Landlord and all necessary costs of such performance by Landlord together with interest thereon at the rate of the prime rate of interest per annum as quoted by the Bank of America from the date of such payment or performance by Landlord, shall be paid (and Tenant covenants to make such payment) to Landlord on demand by Landlord, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of nonpayment by Tenant as in the case of failure by Tenant in the payment of rent hereunder.

32. ATTORNEYS' FEES.

(A) In the event that Landlord should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease, or for any other relief against Tenant hereunder, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have occurred on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

(B) Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to Landlord its costs and expenses incurred in such suit, including a reasonable attorney's fee.

33. **WAIVER** The waiver by either party of the other party's failure to perform or observe any term, covenant or condition herein contained to be performed or observed by such waiving party shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent failure of the party failing to perform or observe the same or any other such term, covenant or condition therein contained, and no custom or practice which may develop between the parties hereto during the term hereof shall be deemed a waiver of, or in any way affect, the right of either party to insist upon performance and observance by the other party as a strict accordance with the terms hereof.

34. **NOTICES** All notices, demands, requests, advices or designations which may be or may be required to be given by either party to the other hereunder shall be in writing. All notices, demands, requests, advices or designations by Landlord to Tenant shall be sufficiently given, made or delivered if personally served on Tenant by leaving the same at the Premises or if sent by United States certified or registered mail, postage prepaid, addressed to Tenant at the Premises. All notices, demands, requests, advices or designations by Tenant to Landlord shall be sent by United States certified or registered mail, postage prepaid, addressed to Landlord at its offices at Southampton Drive, Palo Alto, California 94303. Each notice, request, demand, advice or designation referred to in this paragraph shall be deemed received on the date of the personal service or mailing thereof in the manner herein provided, as the case may be.

35. **EXAMINATION OF LEASE** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for a lease, and this instrument is not effective as a lease or otherwise until its execution and delivery by both Landlord and Tenant. Landlord and Tenant mutually intend that neither shall have any binding contractual obligations to the other with respect to the matters referred to herein until and until this instrument has been fully executed by both parties.

36. **DEFAULT BY LANDLORD** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event earlier than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have heretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligations is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

37. **CORPORATE AUTHORITY** If Tenant is a corporation, partnership, joint venture, or other entity, then the undersigned, in executing this Lease on behalf of said corporation (or partnership) represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation (or partnership) in accordance with the by-laws of said corporation (or partnership) in accordance with the partnership agreement and that this Lease is binding upon said corporation (or partnership) in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of the resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

38. **BASIC RENT ADJUSTMENT** It is understood that on each and every anniversary of the date Tenant takes possession, the Basic Rent provided for in Paragraph 4A of the Lease shall be adjusted in accordance with the following formula based on the Consumer-Price Index ("CPI") for all urban Consumers, subgroup "All levels", San Francisco-Oakland, California Metropolitan Area (1967 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor (the "Index") published nearest the date Tenant takes possession of the Premises (the "Beginning Index") and the index which is published nearest but prior to each and every anniversary of the date on which Tenant takes possession of the Premises (the "Adjustment Index"). The "CPI" adjusted Basic Rent shall be calculated by multiplying the Basic Rent provided for in Paragraph 4A of the Lease by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. In no event, however, shall the "CPI" adjusted Basic Rent decrease below the Basic Rent provided for in Paragraph 4A of the Lease or any subsequent adjustment rental. On such adjustment, the parties shall execute an amendment to the Lease stating the new (adjusted) Basic Rent. If the Index is changed so that the Base Year of the Index differs from that used as of the month immediately preceding the month in which the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or other computation with which it is replaced shall be substituted for the discontinued index, and the same shall be applied to the computation of the Basic Rent and any subsequent adjustment rental.

39. **LIMITATION OF LIABILITY** In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord:

- (i) the sole and exclusive remedy shall be against Landlord and Landlord's assets;
- (ii) no partner of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of the partnership);
- (iii) no service of process shall be made against any partner of Landlord (except as may be necessary to secure jurisdiction of the partnership);
- (iv) no partner of Landlord shall be required to answer or otherwise plead to any service of process;
- (v) no judgment will be taken against any partner of Landlord;
- (vi) any judgment taken against any partner of Landlord may be vacated and set aside at any time without hearing;
- (vii) no writ of execution will ever be levied against the assets of any partner of Landlord;
- (viii) these covenants and agreements are enforceable both by Landlord and also by any partner of Landlord.

Tenant agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by statute or at common law.

40. MISCELLANEOUS AND GENERAL PROVISIONS

a. Tenant shall not sublet the whole or part of the Premises, nor the use of the building for any purpose other than the business conducted by Tenant in the Premises.

b. This Lease shall in all respects be governed by and construed in accordance with the laws of the State of Idaho. If any provision of this Lease shall be invalid, unenforceable or ineffective for any reason whatsoever, all other provisions hereof shall be and remain in full force and effect.

c. The term "Premises" includes the space leased hereby and any improvements now or hereafter installed therein or attached thereto. The term "Landlord" or any pronoun used in place thereof includes the plural as well as the singular and the successors and assigns of Landlord. The term "Tenant" or any pronoun used in place thereof includes the plural as well as the singular and individuals, firms, associations, partnerships and corporations, and their and each of their respective heirs, executors, administrators, successors and permitted assigns, according to the context hereof, and the provisions of this Lease shall inure to the benefit of and bind such heirs, executors, administrators, successors and permitted assigns.

d. The term "person" includes the plural as well as the singular and individuals, firms, associations, partnerships and corporations. Words used in any gender include other genders. If there be more than one Tenant the obligations of Tenant hereunder are joint and several. The paragraph headings of this Lease are for convenience of reference only and shall have no effect upon the construction or interpretation of any provision hereof.

e. Time is of the essence of this Lease and of each and all of its provisions.

6. As the expiration or termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord, within ten (10) days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any responsible title company, licensed in the State of California, to remove the cloud of encumbrances created by this Lease from the public property of which Tenant's Ranch is a part.

7. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the Premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this agreement.

8. Neither Landlord nor Tenant shall surrender this Lease or a short form memorandum thereof without the consent of the other.

9. Tenant further agrees to execute any documents required by a lender to enable Landlord to obtain financing so long as Tenant's rights hereunder are not substantially affected.

10. Paragraph (1) through (9) is/are added hereto and are included as a part of this lease.

11. Clauses, plots and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.

12. Tenant warrants and agrees that no diminution or shading off of light, air or view by any structure which may be hereafter erected whether or not by Landlord shall in any way affect this Lease, except to the extent of diminution or shading off of light, air or view by any structure erected by Landlord on the Premises.

13. BROKERS: Tenant warrants that it has dealings with only the following real estate brokers or agents in connection with the negotiation of this lease:

and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this lease.

42. SIGNS No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside of the Premises or any exterior windows of the Premises without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice and at the expense of Tenant. If Tenant is allowed to print or affix or in any way place a sign in, on, or about the Premises, upon expiration or other termination of this Lease, Tenant at Tenant's sole cost and expense shall both remove such sign and repair all damage in such a manner as to restore all aspects of the appearance of the Premises to the condition prior to the placement of said sign.

All approved signs or lettering on outside doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved or by Landlord.

Tenant shall not place anything or allow anything to be placed in the glass of any window, door partition or wall which may appear unsightly from outside the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the day and year first above written.

LANDLORD:

TENANT:

BENNION TETON BOYS RANCH

By

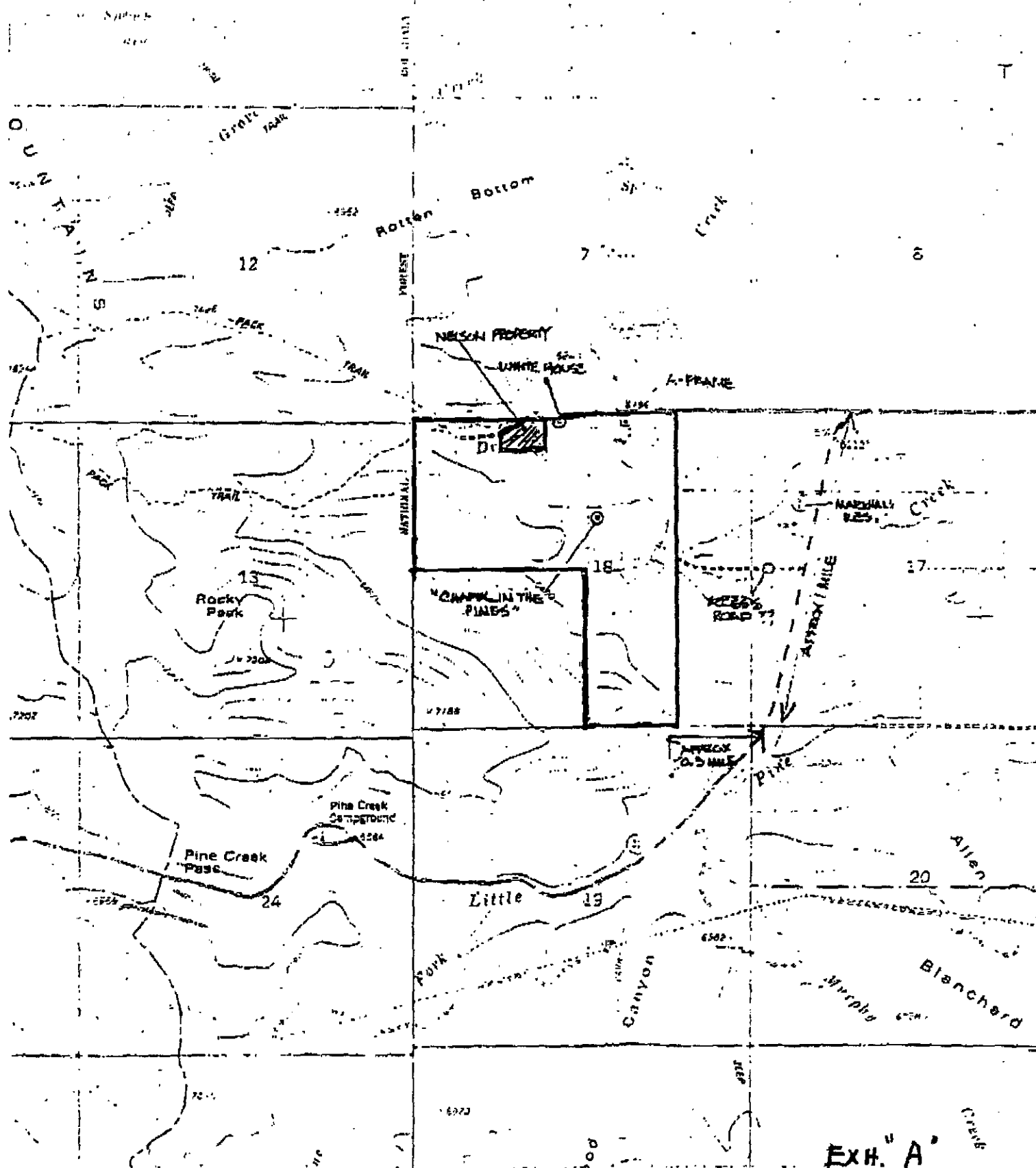
Richard P. Jacobsen

WIT

By Susan P. Jacobsen

By

This Vice President & Treasurer



MEMORANDUM

DATE: October 14, 1997

TO: File No. 22-07798

FROM: Cindy Zimmerman S.

RE: Application Review

During the review of this application, additional information was required to determine the extent of proposed development. I called Richard Jacobsen, who was not in his office, and left a message for him to call me back.

Mr. Jacobsen returned my call. Mr. Jacobsen explained that the Boys Ranch has been operating since 1961. The facilities include 3 homes with individual wells that were developed prior to 1961. The homes are known as the Weeks House, the Wilson House, and the Hoffman House. In or around 1961, a lodge, barn, three bunkhouses, and a small garden ($\frac{1}{4}$ acre) were added to the Weeks House well. Around the same time a bunkhouse was added to the Wilson House well. Mr. Jacobsen purchased the property in 1989. Sometime prior to 1989, the three wells were combined into a single system.

Due to Dept. of Health requirements a new water distribution system is being developed. The new system includes a 60,000 gallon storage tank and a well close to the tank. The existing 3 wells would be tied into the system as back-up wells. This application will include the development of lawns around the houses and lodge as well as cover existing uses. Mr. Jacobsen agreed that irrigation occurring under this domestic use would not exceed 2 acres ($\frac{1}{2}$ acre per home/lodge).

Mr. Jacobsen called back with his water right advisor, Kent Foster. Mr. Foster confirmed the timeline of development of the Boys Ranch. Mr. Foster clarified domestic use is for 50 people at a private camp including 3 homes, a lodge, barn, 4 bunkhouses, and 2 cabins. Mr. Foster agreed that irrigation use developed under this permit would not exceed 2 acres. Irrigation is expected to be $\frac{1}{2}$ acre of lawn per home plus $\frac{1}{2}$ acre lawn and garden associated with the lodge.

Mr. Foster identified 22-02121, irrigation of 14 acres from John's Creek, as serving adjacent land. Mr. Foster will look into filing SRBA ~~water on this~~ irrigation license and beneficial use claims on the earlier domestic uses.

OCT 29 1997

RECEIVED

OCT 08 1997

DEPARTMENT OF WATER RESOURCES

Dist. for staffing 08/29/97
Submitted for advertisingForm No. 202
4/87STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATIONS FOR PERMIT ANALYSIS PERMITINITIAL REVIEW BY HWS DATE 9-4-97 APPLICATION NO. 22-07798

Jacobsen

REQUIRED INFORMATION

- ☒ Name (If applicant is a corporation or partnership, names must be provided for the director, officers, & other partners.)
☒ Address
☒ Source (See USGS Quad for names of water sources)
☒ Point of Diversion (10 acres for spring, lot & block descriptions for subdivisions, local name, flow and/or volume)
☒ County
☒ Quantity (flow and/or volume)
☒ Period of Use
☒ Nature of proposed use (Include description of use.)
☒ Description of diverting works
☒ Time required for beneficial use of water
☒ Place of use or acres irrigated
☒ Map
☒ Signature (If applicant is corp., partnership, or municipality, title of signatory is required)
☒ Fee
☒ Yes ☐ No* In form to receipt

ADDITIONAL INFORMATION

- ☐ Overlapping place of use (Describe source & relationship to present application on the back.)
☐ Overlapping point of diversion
☐ Yes ☒ No Field check required
Field check by _____
☐ Yes ☒ No Field report attached
☐ Yes ☒ No Critical groundwater area
☐ Yes ☒ No Groundwater management area
☐ Yes ☒ No Send dam safety information
☐ Yes ☒ No Send power requirement letter
☐ Yes ☒ No Send fish farm requirement letter
☐ Yes ☒ No Power residency affidavit
☐ Yes ☒ No Power efficiency form
☐ Yes ☒ No Within trustwater boundary (If yes, attach trust water supplementary analysis sheet.)
☐ Yes ☒ No Diversion greater than 5 cfs or 500 acre ft. (If yes, attach large diversion supplementary analysis sheet.)
See reverse side for additional information
*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT _____

Date Requested _____

PROCESSING

☒ Yes ☐ No In form for advertising
☐ Yes ☒ No Statewide advertising
☒ Yes ☐ No Fee amount, receipt date & No. recorded on application

SEND COPIES TO

DEQ

☒ Idaho Dept. of Health & Welfare ☐ U.S. BLM
☐ Idaho Dept. of Fish & Game ☐ U.S. Forest Service
☐ Idaho Dept. of Lands ☐ Water District
☐ Adjudication Bureau Unit ☐ Other _____

FINAL REGIONAL PROCESSING REVIEW

☒ Yes ☐ No Affidavit of publication received
☒ Yes ☐ No Application published correctly. If not, record action taken _____

☒ Yes ☐ No Publication dates & paper, recorded on application
☐ Yes ☒ No Protests received
Final date for protest 10-6-97
☐ Yes ☐ No Protests, dates, resolution of protest, recorded on application
☐ Yes ☐ No Recommendations attached
☐ Yes ☐ No Measuring device required
☐ Yes ☐ No Access port required
☐ Yes ☐ No Will water be delivered by watermaster? If yes, what Dist. _____
☐ Yes ☐ No Special conditions of approval or cover letter below.

Date of priority recommended _____

By: _____

Date: _____

STATE OFFICE REVIEW

By _____

Date: _____

ADDITIONAL INFORMATION

LOCAL PUBLIC INTEREST

Comments received from

<u> </u> City	<u> </u> Idaho Fish & Game	<u> </u> Irrigation Dist.
<u> </u> County	<u> </u> Idaho Health & Welfare	<u> </u> Canal Company
<u> </u> Reservations	<u> </u> Div. of Environment	<u> </u> Other

Project impacts/implications report

COMMENTS

[illegible]

AFFIDAVIT OF PUBLICATION

State of Idaho)
)ss
County of Teton)

I, Nadine Looze
being first duly sworn, depose and say that I am
the Secretary of the Teton Valley News,
a newspaper as defined by Idaho Codes An-
notated, Section 58-106, as amended, and that
said newspaper is a weekly newspaper printed and
published at Driggs, in Teton County, Idaho,
having a general circulation in said county, and
that said newspaper has been printed in said
county for more than 78 consecutive weeks prior
to the first publication of the attached notice, ad-
vertisement, or publication of

Notice of Application
for Water Right
And affiant further says that said attached notice,
advertisement, or publication, as per clipping at-
tached, was published in said newspaper, in the
regular and entire issue thereof, and not in any
supplement issue thereof, for two consecutive
issues thereof; first publication having been
made on the 18 day of Sept.
1997.

And affiant further says that at the times herein
mentioned said newspaper was made up of at
least eight pages of at least five columns each,
printed from typed matter, of at least sixteen in-
ches deep.

Nadine Looze
State of Idaho)
)
County of Teton)

On this 30 day of September
in the year of 1997, before me, a Notary Public,
personally appeared Nadine Looze,
known or identified to me to be the person whose
name subscribed to the within instrument, and
being by me first duly sworn, declared that the
statements therein are true, and acknowledged to
me that he executed the same.

Bonnie Zolner
Notary Public for Idaho

Residing at Driggs, Idaho

My commission expires 10/24/98

RECEIVED

OCT 02 1997

Department of Water Resources
Eastern Region

NOTICE OF APPLICATION
FOR WATER RIGHT

The following application (s) have
been filed to appropriate the public water of the
State of Idaho.

22-07798
JACOBSEN, RICHARD
3201 ASH ST
POLO ALTO, CA 94366

Source: GROUNDWATER
Division: F. NENW Sec. 18 T3N R4E
in TETON County.
Use: DOMESTIC (0.200 CFS)
Total Diversion: (0.200 CFS)
Date Filed: 8/28/97
In: TETON County
T03N R45E S18 NENW

The permit (s) will be subject to all
water rights. Permittee must be filed with
applicant and the Director, Dept. of Water
Resources, along with a \$25.00 filing fee. Filing
Office: 900N Skyline, Idaho Falls, Idaho 83402
and before OCTOBER 6, 1997.

MICROFILMED

107 2 0 117

The permit(s) will be subject to all prior wa rights. Protests must be filed with the applicant and the Director, Dept. of Water Resources, along with a \$25.00 filing fee, Eastern Region, 900 N Skyline, Idaho Falls, Idaho 83402 on or before OCTOBER 6, 1997.

KARL J. DREHER, Director

Published: 9/18/1997 & 9/25/1997

MICROFILMED

SEP 25 1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

SEPTEMBER 10, 1997

Legal Notices Department
TETON VALLEY NEWS
P.O. BOX 509
DRIGGS, ID 83422

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before OCTOBER 6, 1997.

Yours truly,

Rita Bodell
Secretary

Encl.

RECEIVED

OCT 29 1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 8, 1997

RICHARD JACOBSEN
3201 ASH ST
PALO ALTO CA 94306

RE: Notice of Application for Permit No. 22-07798

Dear Applicant:

This office is currently in the process of advertising the application in the Driggs Teton Valley News on Sept. 18 & 25, 1997. The advertisement will be published once a week for two consecutive weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested, you will be sent a copy of the protest. The protest must be resolved before the application is approved or denied. If the protest is not resolved voluntarily, this Department will conduct a conference and/or hearing on the matter.

Please feel free to contact this office if you have any questions regarding this procedure.

Sincerely,

Harold W. Jones
Harold W. Jones
Water Right Supervisor

HWJ/rb

RECEIVED

NOV 29 1997



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 8, 1997

IDAHO DEPT OF HEALTH & WELFARE
DIVISION OF ENVIRONMENTAL QUALITY
900 N SKYLINE DR
IDAHO FALLS ID 83402-1718

RE: Application for Permit No. 22-07798

Dear Sir:

We are enclosing a copy of the application (s) that may be of interest to your department. Please review the application (s) and submit any comments you may have to our Department as soon as possible. The last date of protest is October 6, 1997, and we are required to take final action shortly thereafter.

If we may be of further assistance, please feel free to contact us.

Respectfully submitted,

Harold W. Jones
Harold W. Jones
Water Right Supervisor

HWJ/rb
enc.

007 2 9 1257

NOTICE OF APPLICATION FOR WATER RIGHT

The Following application(s) have been filed to appropriate the public waters of the State of Idaho:

RECEIVED

OCT 29 1957

22-07798

JACOBSEN, RICHARD
3201 ASH ST
POLO ALTO, CA 94306

Source: GROUNDWATER

Diversion Pt: NENW Sec 18 T 03N R 45E in TETON County.

Use: DOMESTIC	(	0.200 CFS)
Total Diversion:	(	0.200 CFS)

Date Filed: 8/28/1997

In: TETON County	
T03N R45E S18	NENW

RECEIVED

AUG 29 1997