

PART 1

WATER RESOURCES
WESTERN REGION

- agree to the following application changes.
5/19/04 Date.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

PART 1

6. General Information:

a. Description of diversion system: No change.

b.

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? Yes ___ No X If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

This transfer removes previously irrigated, leased land (SW ¼ sec. 18 T04S, R06E) from the PPU. in order to reflect the termination of the lease agreement. It also reflects more accurately the number of acres irrigated, and reflects the fact that all the various pumps and irrigation systems are now interconnected and operated as one system with one place of use.

d. Remarks:

See attachments: A. Ownership Proof (tax receipts)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 61-7119

Priority Date: 07/10/1972

Origin: Water Right

Basis: License

Status: Active

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	3/15 11/15	5.24 CFS	1,048.0 AFA	
	Total Diversion	5.24 CFS	1,048.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER L1 (NWNW) 04S 06E 19 ELMORE

GROUND WATER NWNW 04S 06E 20 ELMORE

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S 06E 17											40.0	40.0					80.0
04S 06E 18							8.0	16.0	40.0	40.0	40.0	40.0		20.0	40.0	40.0	284.0
							L 2										

Total Acres: 364

Conditions/Remarks:

- Rights 61-02154, 61-07119, 61-07396 and 61-10378 when combined shall not exceed a total diversion rate of 8.10 cfs.
Rights 61-02154, 61-07005, 61-07119, 61-07396 and 61-10378 when combined shall not exceed a total diversion rate of 12.88 cfs and the irrigation of a total of 936 acres in a single irrigation season. This right is limited to the irrigation of 262 acres within the place of use described above in a single irrigation season.
Rights 61-02154, 61-07005, 61-07396 and 61-10378 are also diverted through the points of diversion described above.
- This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
- This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 61-7119

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

Current Water Right No. 61-7005

Priority Date: 08/23/1967

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	3/01 10/15	5.24 CFS	1,280.0 AFA	
Total Diversion		5.24 CFS	1,280.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER	L1 (SENWNW)	04S 06E	19	ELMORE
GROUND WATER	SESE	04S 06E	18	ELMORE
GROUND WATER	SENE	04S 06E	20	ELMORE
GROUND WATER	SWNWNW	04S 06E	20	ELMORE

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S 06E 19	40.0	40.0	39.0	39.0	40.0	41.0	41.0	39.0									319.0
04S 06E 20	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0					40.0	40.0	40.0	40.0	480.0

Total Acres: 799

Conditions/Remarks:

1. USE OF THIS RIGHT WITH RIGHT NOS. 61-02154, 61-07396 AND 61-10378 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.88 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 3196 AF.
2. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 61-7005

3. USE OF THIS RIGHT WITH RIGHT NOS. 61-02154, 61-07396 AND 61-10378 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 799 ACRES IN A SINGLE IRRIGATION SEASON. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 320 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
4. RIGHT NOS. 61-02154, 61-07396 AND 61-10378 ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE.
5. THE RIGHT HOLDER SHALL ACCOMPLISH THE CHANGE AUTHORIZED BY TRANSFER NO. 5547 BY JANUARY 5, 2001.
6. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

Current Water Right No. 61-7396

Priority Date: 01/04/1980

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	3/15 11/15	2.20 CFS	640.0 AFA	
	Total Diversion	2.20 CFS	640.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SESE	04S 06E	18	ELMORE
GROUND WATER	SENE	04S 06E	20	ELMORE
GROUND WATER	SWNWNW	04S 06E	20	ELMORE
GROUND WATER	L1 (SENWNW)	04S 06E	19	ELMORE

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S 06E 19	40.0	40.0	39.0	39.0	40.0	41.0	41.0	39.0									319.0
						L1	L2										
04S 06E 20	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0					40.0	40.0	40.0	40.0	480.0

Total Acres: 799

Conditions/Remarks:

1. THE RIGHT HOLDER SHALL ACCOMPLISH THE CHANGE AUTHORIZED BY TRANSFER NO. 5547 BY JANUARY 5, 2001.
2. USE OF THIS RIGHT WITH RIGHT NOS. 61-02154, 61-07005 AND 61-10378 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.88 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 3196 AF.
3. USE OF THIS RIGHT WITH RIGHT NOS. 61-02154, 61-07005 AND 61-10378 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 799 ACRES IN A SINGLE IRRIGATION SEASON. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 160 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 61-7396

4. RIGHT NOS. 61-02154, 61-07005 AND 61-10378 ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE.
5. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

Current Water Right No. 61-10378

Priority Date: 04/30/1974

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	3/15	11/15	0.80 CFS	640.0 AFA	
	Total Diversion		0.80 CFS		

Source and Point(s) of Diversion:

GROUND WATER	SENE	04S	06E	20	ELMORE
GROUND WATER	SESE	04S	06E	18	ELMORE
GROUND WATER	SWNWNW	04S	06E	20	ELMORE
GROUND WATER	L1 (SENWNW)	04S	06E	19	ELMORE

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	06E	19	40.0	40.0	39.0	39.0	40.0	41.0	41.0	39.0									319.0
								L 1	L 2										
04S	06E	20	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0					40.0	40.0	40.0	40.0	480.0

Total Acres: 799

Conditions/Remarks:

- THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 61-02154 PURSUANT TO SECTION 42-1426, IDAHO CODE.
THE RIGHT HOLDER SHALL ACCOMPLISH THE CHANGE AUTHORIZED BY TRANSFER NO. 5547 BY JANUARY 5, 2001.
- USE OF THIS RIGHT WITH RIGHT NO. 61-02154 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 5.44 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1276 AF.
USE OF THIS RIGHT WITH RIGHT NOS. 61-02154, 61-07005 AND 61-07396 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.88 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 3196 AF.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____
Receipt No. _____

Current Water Right No. 61-10378

3. USE OF THIS RIGHT WITH RIGHT NOS. 61-02154, 61-07005 AND 61-07396 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 799 ACRES IN A SINGLE IRRIGATION SEASON.
4. RIGHT NOS. 61-02154, 61-07005 AND 61-07396 ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE.
THIS RIGHT IS FOR AN ENLARGEMENT OF 47 ACRES WITHIN THE PLACE OF USE DESCRIBED FOR THIS RIGHT.
5. THIS WATER RIGHT IS SUBORDINATE TO ALL WATER RIGHTS WITH A PRIORITY DATE EARLIER THAN APRIL 12, 1994, THAT ARE NOT DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE. AS BETWEEN WATER RIGHTS DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE, THE EARLIER PRIORITY RIGHT IS THE SUPERIOR RIGHT.
6. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 61-2154

Priority Date: 01/14/1963

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	3/15 11/15	5.44 CFS	1,080.0 AFA	
	Total Diversion	5.44 CFS	1,088.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SENE	04S	06E	20	ELMORE
GROUND WATER	L1 (SENWNW)	04S	06E	19	ELMORE
GROUND WATER	SESE	04S	06E	18	ELMORE
GROUND WATER	SWNWNW	04S	06E	20	ELMORE

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	06E	19	40.0	40.0	39.0	39.0	40.0	41.0	41.0	39.0									319.0
								L1	L2										
04S	06E	20	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0					40.0	40.0	40.0	40.0	480.0

Total Acres: 799

Conditions/Remarks:

- USE OF THIS RIGHT WITH RIGHT NO. 61-10378 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 5.44 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1276 AF.
USE OF THIS RIGHT WITH RIGHT NOS. 61-07005, 61-07396 AND 61-10378 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.88 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 3196 AF.
- RIGHT NOS. 61-07005, 61-07396 AND 61-10378 ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE.
RIGHT NO. 61-10378 IS AN ENLARGEMENT OF THIS RIGHT PURSUANT TO SECTION 42-1426, IDAHO CODE.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 61-2154

3. THE RIGHT HOLDER SHALL ACCOMPLISH THE CHANGE AUTHORIZED BY TRANSFER NO. 5547 BY JANUARY 5, 2001.
4. USE OF THIS RIGHT WITH RIGHT NOS. 61-07005, 61-07396 AND 61-10378 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 799 ACRES IN A SINGLE IRRIGATION SEASON. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 272 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
5. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

Current Water Right No. 61-2155

Priority Date: 01/14/1963

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01	10/31	5.86 CFS	1,232.0 AFA	
Total Diversion			5.86 CFS	1,232.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER SWNESW 04S 06E 19 ELMORE

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	06E	19									40.0	40.0	40.0	40.0	28.0	40.0	40.0	40.0	308.0
											L3		L4						

Total Acres: 308

Conditions/Remarks:

1. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
2. THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 61: WATER RIGHT NO. SOURCE NONE NONE THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN THE SNAKE RIVER BASIN: WATER RIGHT NO. SOURCE NONE NONE ALL WATER RIGHTS WITHIN BASIN 61 ARE FROM CONNECTED SOURCES OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED CONJUNCTIVELY.
3. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____

Receipt No. _____

Current Water Right No. 61-2155

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non use? ☒ NO If yes, describe:

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED*(If the entire right is to be changed by the applicant, omit part B and C.)*

1.

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp	Rge.	County	Local Name for diversion

3. Lands irrigated or place of use:

TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

C. Description of unchanged portion of right

1.

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp	Rge.	County	Local Name for diversion

3. Lands irrigated or place of use:

TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	



PLB

agree to the following application changes.

5/19/04

Date.

T 45 R 6 E S-17, 18; 19 & 20

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

PART 3

B. CHANGES IN NATURE OF USE

1. New Nature of use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use		

2. Quantity and quality of return flows and location of discharge:

NA

3. Describe effects on other water uses resulting from the proposed change:

NA

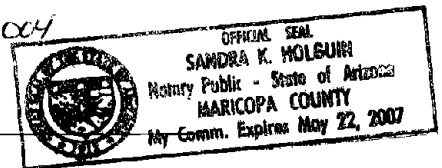
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Bernard P. Brown
(Signature of Applicant)

Subscribed and sworn to before me this 3 day of Feb, 2004

Sandra K. Holguin
(Notary Public)

My commission expires 5-22-07

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by KG Date 2/13/04 Protest filed by _____Prelim. check by _____ Fee 970⁰⁰Receipted by KG Date 2/13/04 W03/297

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd _____ by _____

Copy of transfer sent to lien holder _____

AMENDMENT OF LEASE AGREEMENT

THIS INSTRUMENT made effective December 31, 2001, between JEAN M. SMITH, Lessor, and BERNARD L. BROWN, Lessee, WITNESSETH That

WHEREAS, the parties entered into a certain Lease Agreement dated August 24, 1995, wherein Lessor leased to Lessee, Lessor's land in Elmore County, Idaho, described therein, consisting of 407.65 acres, more or less (the "Leased Premises"), for calendar 1996 for the annual cash rental of \$4,070 payable one-half in December 1995 and one-half in October 1996, which Lease Agreement is hereby incorporated herein by reference; and,

WHEREAS, the parties orally extended said annual Lease Agreement each year thereafter to and including calendar 2001; and,

WHEREAS, the parties wish to memorialize said oral extensions by this written Amendment;

NOW, THEREFORE, in consideration of the premises and of the mutal covenants and agreements herein contained, the parties hereto hereby mutually covenant and agree, as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Premises for the calendar year 2002 for the sum of \$4,070.00 cash rent, paid and to be paid by Lessee to Lessor, at the times and in the amounts as follows:

- a. The sum of \$1,035 on or before December 31, 2001, and
- b. The sum of \$1,035 on or before October 1, 2002.

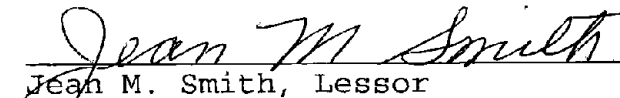
(Lessee has paid the sum of \$1,030 which Lessor has accepted. Lessee agrees to pay the balance of \$1,040 on or before October 1, 2002. Lessee agrees to pay the correct amounts in future years, if the Lease Agreement is extended beyond 2002.)

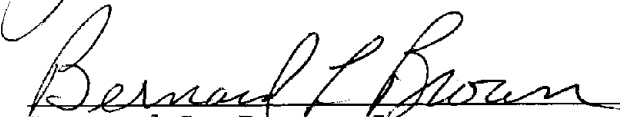
2. The parties agree to be bound by all of the remaining terms and provisions of the Lease Agreement, except as expressly amended herein.

3. The parties agree that in the event that Lessee shall desire to lease the Leased Premises beyond calendar 2002, Lessee shall so notify Lessor in writing on or before October 1, 2002 when the second half rent payment for 2002 is due and is paid, and shall tender the sum of \$2,035 in cash to Lessor on or before December 31, 2002, and in the event Lessor shall accept such tendered amount then, in such event, the Lease Agreement shall be automatically extended on the same terms for calendar 2003, subject to payment of the balance of the rental on or before October 1, 2003. Provided, however, if the Lessor has previously notified Lessee in writing that she will not extend the Lease Agreement or in the event Lessor

////////

refuses to accept or promptly returns that tendered rent payment to Lessee accompanied by her notice to Lessee in writing that she is not willing to extend the Lease Agreement, then, in any such event, the Lease Agreement, as previously extended, shall be conclusively deemed to be terminated and of no further force or effect. (If the Lease Agreement is so extended, then it may be extended, or not, from year to year for subsequent calendar years in the same manner as outlined above with respect to 2003.)


Jean M. Smith, Lessor


Bernard L. Brown, Lessee

SECOND AMENDMENT OF LEASE AGREEMENT

THIS INSTRUMENT made effective December 31, 2002, between JEAN M. SMITH, Lessor, and BERNARD L. BROWN, Lessee, WITNESSETH That

WHEREAS, the parties entered into a certain Lease Agreement dated August 24, 1995, wherein Lessor leased to Lessee, Lessor's land in Elmore County, Idaho, described therein, consisting of 407.65 acres, more or less (the "Leased Premises"), for calendar 1996 for the annual cash rental of \$4,070 payable one-half in December 1995 and one-half in October 1996, which Lease Agreement is hereby incorporated herein by reference; and,

WHEREAS, the parties orally extended said annual Lease Agreement each year thereafter to and including calendar 2001, and again extended said Lease Agreement in writing by their Amendment to Lease Agreement made effective December 31, 2001 for calendar year 2002 (the "2002 Amendment"); and,

WHEREAS, the parties wish to correct some typographical errors in said 2002 Amendment, and to modify the Leased Premises and the annual rental thereon and, as modified, to extend said Lease Agreement for calendar 2003;

NOW, THEREFORE, in consideration of the premises and of the mutal covenants and agreements herein contained, the parties hereto hereby mutually covenant and agree, as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the (modified) Leased Premises for the calendar year 2003 for the sum of \$1,600.00 cash rent, paid and to be paid by Lessee to Lessor, at the times and in the amounts as follows:

a. The sum of \$600.00 which Lessee has paid to Lessor, the receipt whereof is hereby acknowledged; and

b. The sum of \$1,000 to be paid to Lessor on or before December 31, 2002 (payment of which is a condition precedent of the effectiveness of this instrument).

c. The Lease Premises is hereby amended to read as follows:

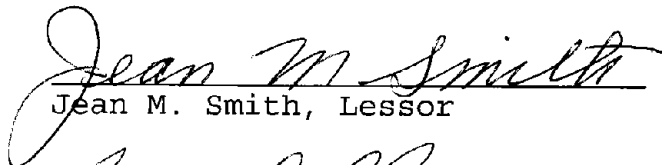
In Township 4 South, Range 6 East, B.M., Elmore County, Idaho:

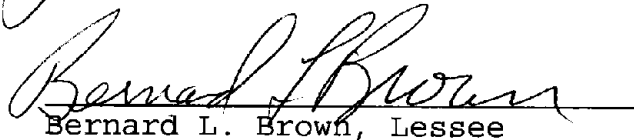
In Section 18: The SW1/4 (i.e.,
Lots 3 and 4 and the E1/2 of the SW1/4)
(167.65 acres, more or less)

2. The parties acknowledge that Paragraph #1 of the the 2002 Amendment contained certain typographical errors, namely: It provided for payment of the \$4,070 rental as follows: \$1,035

(should have read \$2,035) by December 31, 2001 and \$1,035 (should have read \$2,035) by October 1, 2002; acknowledged payment of \$1,030 (should have read \$2,030); and required payment of \$1,040 (should have read \$2,040) by October 1, 2002.

3. The parties agree to be bound by all of the remaining terms and provisions of the Lease Agreement, except as expressly amended herein; provided, however, that nothing contained herein or in the 2002 Amendment or in the previous Lease Agreement shall be construed to allow for automatic year-to-year extensions of the Lease Agreement (as amended), it being expressly understood and agreed that Lessee's rights in the portion of the Leased Premises described herein shall terminate at 11:59 p.m. on December 31, 2003 and that Lessee's rights in the Leased Premises described in the previous Lease Agreement shall terminate at 11:59 p.m. on December 31, 2002.


Jean M. Smith, Lessor


Bernard L. Brown, Lessee

LEASE AGREEMENT

THIS LEASE, dated August 24th, 1995, between JEAN M. SMITH, whose current address is 905 Warm Springs Avenue, Boise, Idaho 83712 ("Lessor"), and BERNARD L. BROWN, whose current address is 655 East 19th North, Mountain Home, Idaho 83647 ("Lessee").

WITNESSETH:

1. Premises and Term. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the real property located in Elmore County, Idaho described as follows:

In Township 4 South, Range 6 East, B.M.:

	<u>Acres</u>
In Section 18: Lots 3 and 4 and E $\frac{1}{2}$ SW $\frac{1}{4}$	167.65
In Section 30: NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$	<u>240.00</u>
Total	407.65

SUBJECT TO any restrictions, encumbrances and other matters existing on the leased premises whether recorded or known to Lessee, and Lessee acknowledges notice of all such restrictions, encumbrances and other matters.

This Lease shall not become effective until \$2,035 shall have been paid to Lessor as provided in Paragraph 2 hereof.

TO HAVE AND TO HOLD the described premises with all of the rights, privileges and appurtenances thereunto belonging and appertaining for the term commencing on January 1, 1996 and ending on December 31, 1996, or until sooner terminated pursuant to any provision or condition hereinafter set forth or by law provided. Lessee hereby covenants to pay rentals to the Lessor at her address shown above, or at such other place as the Lessor may hereafter designate in writing, in lawful money of the United States which shall be legal tender in payment of all debts, public or private, at the time of payment, and the Lessee further covenants to pay such other sums as the Lessee may from time to time be obligated to pay hereunder as additional rent or otherwise, at the place and in the manner hereinabove provided for the payment of rentals and at the times hereinafter provided.

2. Rental. Lessee covenants and agrees to pay rent in the amount, at the time, and in the manner provided herein.

Cash Rent: Annual cash rent shall be the sum of \$4,070, and shall be due and payable as follows: \$2,035 on or before December 31, 1995; \$2,035 on or before October 1, 1996,

which shall be payable in spite of termination or expiration of this Lease.

3. Husbandry and Planting. Lessee shall till, cultivate and harvest crop plantings on the premises in a good and skillful manner according to recognized proper husbandry methods. Lessee shall fully comply with all applicable programs of the United States Department of Agriculture and leave the leased premises in the present programs unless written consent of the Lessor is obtained. No livestock shall be kept or grazed on the premises without prior written approval of the Lessor.

4. Expenses and Maintenance. Lessee shall pay all water costs, crop costs, and the cost of maintaining the fences, buildings, irrigation ditches, pumps, motors and structures located on the premises or used in conjunction therewith. Lessee shall deliver peaceably to the Lessor whenever this Lease is terminated the premises and every part thereof, including without limitation the soil and improvements thereon, in as good repair and condition as now exist.

5. Bankruptcy of Lessee. If at the date fixed as the commencement of the term of this Lease or if at any time during the term hereof there shall be filed by or against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee, and there shall be appointed any such receiver or trustee or all or a portion of Lessee's property, which shall include its leasehold estate hereunder, or if Lessee makes an assignment for the benefit of creditors, then this Lease, at the option of Lessor, exercised within a reasonable time after service of notice of the happening of any one or more of such events, may be canceled and terminated and in that event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the leased premises but shall forthwith quit and surrender the premises, and Lessor, in addition to the other rights and remedies Lessor has by virtue of any other provision herein or elsewhere in this Lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit or moneys received by Lessor from Lessee or others on behalf of Lessee. Nothing herein contained shall, however, limit or prejudice the right of Lessor to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any

statute or rule of law in effect at the time, when and governing the proceedings in which, such damages are to be provided, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above. In determining rental value of the leased premises the rental realized by reletting, if such reletting be accomplished by Lessor within a reasonable time after termination of this Lease, shall be deemed prima facie to be the rental value.

6. Insurance. Throughout the term of this Lease, Lessee will effect and maintain with insurance companies satisfactory to Lessor general liability insurance for the benefit of Lessor and Lessee for a total of at least \$500,000 comprehensive liability insurance to cover all liability arising from operation and development of the premises in the usual form and with insurance companies satisfactory to Lessor as to the amount of each policy and the identity of the respective insurers. Lessee agrees to deliver duplicate policies or certificates from insurance companies with respect to the insurance coverages provided for herein, and receipted bills for premiums thereon, at least thirty (30) days before the expiration of any such policy. Lessor may require any contractor to carry insurance in the amounts and for the purposes specified previously in this section. If Lessee shall fail to effect or maintain such insurance for the benefit of Lessor, Lessor may effect the same and Lessee agrees to pay on demand any amount properly paid by Lessor for such purpose. Lessee shall not violate or permit to be violated any condition of any of said policies, and the Lessee shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing shall be willing to write such insurance.

7. Responsibility for Payment of Taxes, Insurance, and Expenses. Lessor shall pay all real estate taxes on the premises. All other taxes, assessments, insurance premium costs, and all other expenses in connection with the premises shall be borne by Lessee.

8. Compliance With Governmental Orders. During the term of this Lease, Lessee shall promptly observe and comply with and execute all present and future laws, rules, requirements, orders, directions, ordinances and regulations of the State of Idaho and of the United States of America, and of any other governmental authority or agency, and any other boards or organizations exercising similar functions, concerning the leased premises, or the franchises or privileges appurtenant thereto or connected with the enjoyment thereof. If Lessee, in violation of the foregoing provisions, shall fail to comply with and execute any such law, rule, requirement, order, direction, ordinance or regulation, then Lessor may (but shall not be obligated to) comply with and execute the same, and the amount paid by Lessor

in order to do so, with all expenses, interest, penalties and fees of attorneys, connected therewith, shall be repaid by Lessee to Lessor. Lessee shall indemnify and hold harmless Lessor against all claims, damages, expenses (including reasonable attorney fees) and penalties arising out of failure to comply and execute as herein provided, and from failure to keep the lease premises in safe condition.

9. Mechanics' Liens. If in connection with any alterations, changes, improvements or other work on the premises, any mechanics', materialmen's or other lien or charge shall be filed or made against the leased premises, or any building or improvement thereon, by reason of any labor performed or materials furnished, or alleged to have been so performed or furnished, to or for Lessee at the premises, or if any such lien or charge shall be filed or made against the Lessor as owner, which labor or material Lessee shall have ordered, or become liable for, Lessee within thirty (30) days after such lien or charge shall have been filed or made shall cause the same to be canceled and discharged of record, by bond or otherwise, and shall also defend any action, suit or proceedings which may be brought for the enforcement of such lien or charge, and shall pay any damages, and satisfy and discharge any judgment entered, and save harmless the Lessor from any claim or damage resulting therefrom. If Lessee in good faith disputes the validity or correctness of any such lien with Lessor's approval, it may refrain from paying the same or causing the same to be discharged of record, provided it shall proceed with due diligence to conduct any necessary or proper proceeding or litigation for the purpose of determining the correctness or validity thereof, and Lessee shall not, so long as it shall in good faith diligently defend such litigation, be deemed to be in default with respect to its obligations under this Lease. In the event of the failure of Lessee promptly to pay and discharge any liability or claim, including any mechanics', materialmen's, or other liens, herein required to be paid or discharged by Lessee, Lessor may pay such item, or discharge such liability by bond or both, and Lessee shall repay to Lessor any and all amounts paid by Lessor therefor, or by reason of any liability on any such bond, and also any and all incidental expenses, including reasonable counsel fees, incurred by Lessor in connection therewith. If any such claim, action or proceeding be brought against Lessor relating to the leased premises, Lessor may give written notice thereof to Lessee, and Lessee shall resist or defend such action or proceeding by counsel satisfactory to Lessor. Any costs incurred by Lessee and any costs incurred by or damages assessed against Lessor in any such claim, action or proceeding shall be paid for by Lessee.

10. Assignment by Lessee. Lessee shall not sell, assign, transfer in any manner, lease, mortgage or pledge, without the

written consent of Lessor, this Lease or any part thereof nor any right hereby vested in Lessee.

11. Management of Premises. Lessee shall not enter into contracts regarding the leased premises nor sublease any portion of the leased premises without prior written consent of Lessor.

12. Remedies and Rights Upon Default; Time of the Essence. If Lessee fails to pay the rent or any other amount herein when due or otherwise defaults in the full and prompt performance of any of Lessee's obligations under this Lease, or upon the filing of any bankruptcy or insolvency petition against Lessee as described in Section 5 ("Bankruptcy of Lessee") above; TIME BEING OF THE ESSENCE OF THIS LEASE, Landlord, in addition to any rights and remedies it may have at law or in equity, shall have the option to do one or more of the following: (i) terminate this Lease; (ii) require Lessee immediately to surrender possession of the premises to Lessor; (iii) reenter, reoccupy, and farm and operate the premises, making such repairs or improvements as may, in Lessor's sole judgment, be appropriate to relet the premises; and (iv) relet the premises. Lessor hereby waives any demand for surrender in connection with any action or suit against Lessee in ejectment or forcible detainer.

No receipt of moneys by Lessor from Lessee after the termination of this Lease in any lawful manner shall reinstate, continue or extend the term of this Lease, or affect any notice theretofore given to Lessee, or operate as a waiver of the right of Lessor to enforce the payment of the annual rent or additional rent or other sum of money then due or thereafter falling due, or operate as a waiver of the right of Lessor to recover the possession of the leased premises by proper remedy; it being agreed that after the service of notice to terminate this Lease or the commencement of a suit or summary proceedings, or after final order or judgment for the possession of said premises, Lessor may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of said leased premises, or at the election of Lessor, on account of Lessee's liability hereunder. Lessor shall have, receive and enjoy as its sole and absolute property without right or duty to account therefor to Lessee, any and all sums collected by Lessor as rent or otherwise upon reletting the leased premises after Lessor shall resume possession thereof as herein provided, including without limitation any amounts by which the sums so collected shall exceed the continuing liability of Lessee under this Lease. No right of redemption shall be exercised under any present or future law in case Lessee shall be dispossessed for any cause, or if Lessor shall in any other manner obtain possession of the premises in consequence of any default of

Lessee, any and all right of redemption being hereby expressly waived by Lessee.

Any amounts payable hereunder, whether as rent or otherwise, if not paid when due shall bear interest at the rate of 12% per annum.

13. Non-Waiver. Nothing herein contained shall prejudice any equitable remedy which Lessor may have as against Lessee; and consent by Lessor to an act which would otherwise be a violation, or waiver of, or redress for, one violation, either of covenant or condition, shall not prevent a subsequent act which would originally have constituted a violation from having all the force and effect of an original violation. Receipt by Lessor of rent or other payment from Lessee shall not be deemed to operate as a waiver of any rights of Lessor to enforce the payment of any rent or other payment previously due or which may thereafter become due or of any rights of Lessor to terminate this Lease by notice theretofore given or thereafter to be given or to exercise any remedy or right which might otherwise be available to Lessor.

14. Condemnation. If during the term of this Lease all or part of the entire premises shall be taken for a public or quasi-public purpose by any lawful power or authority, by the exercise of the right to condemnation or eminent domain or by agreement between Lessor, Lessee and those authorized to exercise such right, and any award shall be made for such taking, then such award shall be payable to Lessor. If all or substantially all of the entire premises is not taken by such action, then this Lease shall continue in full force and effect; and the rental shall be adjusted according to the value of the remaining acreage. If all or substantially all of the entire premises are taken, the Lease shall terminate, but Lessor shall receive rent accrued to the date of payment of the award. "Substantially all" shall mean a taking which, in the opinion of Lessor, would make the operation of the entire premises economically unsound.

15. Notices. Notices, demands and communications hereunder shall be validly and sufficiently served, given or made only if in writing and mailed by registered or certified mail, with postage prepaid, addressed as follows:

Lessee: Bernard L. Brown
655 East 19th North
Mountain Home, Idaho 83647

Lessor: Jean M. Smith
905 Warm Springs Avenue
Boise, Idaho 83712

Either party may designate, by notice in writing, a new address, to which any such notice, demand or communication shall thereafter be so addressed and mailed.

16. Lessor's Right of Access. Lessor or any agent of Lessor shall have the right at any reasonable time to enter the premises for the purpose of examination or for any purpose which it or they may deem necessary for the protection of the rights of Lessor. Nothing herein contained shall be deemed to oblige Lessor to make any inspection or examination of the leased premises or to maintain said premises.

17. Lessor's Right to Incur Fees Upon Default. If Lessee shall default in the performance of any term, covenant, agreement, provision or condition of this Lease on Lessee's part to be performed and if in connection with the enforcement of Lessor's rights and remedies in this Lease or by law provided in the event of any such default Lessor shall properly and reasonably incur fees and expenses for services rendered to Lessor by its attorneys, Lessor may pay the same in reasonable amount and any sums so paid shall become due and payable by Lessee to Lessor together with interest thereon at the highest rate for which it is lawful to contract from the date of payment thereof.

18. Acceptance of Premises. Lessee represents that the leased premises, the title thereto, any subsurface conditions thereof, and the present uses and non-uses thereof, have been examined by Lessee and that Lessee will accept the same in the condition or state in which they or any of them now are or may be at the beginning of the term hereby demised, without representation or warranty, express or implied in fact or by law, by Lessor and without recourse to Lessor, as to the nature, condition or usability thereof or as to the use or uses to which the leased premises or any part thereof may be put.

19. Quiet Enjoyment. Lessor covenants that Lessee, on paying the rent as herein provided and keeping and performing all of the terms, conditions, covenants and provisions herein contained on the part of Lessee to be kept and performed, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforesaid without hindrance or molestation by Lessor or by any other person lawfully claiming through Lessor, subject to the terms of this Lease, and the matters and things subject to which Lessee takes the leased premises as hereinabove set forth; provided, however, that this covenant and any other covenants of Lessor herein or by law provided shall not be deemed to be personal covenants by Lessor except as to Lessor's interest in the leased premises and so long as such interest continues, and thereafter they shall be deemed to be covenants binding upon subsequent owners of the leased premises

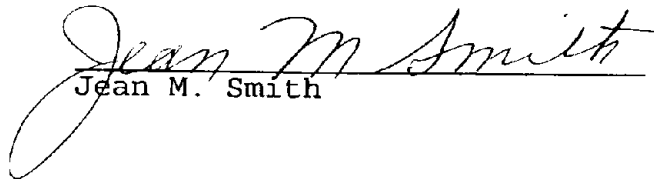
and the successors in interest of Lessor to the extent of their interest as and when they shall acquire the same, and so long as they may remain such owners or successors in interest. Lessor has the right to assign this Lease at any time.

20. Indemnity for Costs. Lessee shall pay and indemnify Lessor from all legal costs and charges, including reasonable counsel fees, lawfully and reasonably incurred by Lessor in the defense of any suits, or in connection with any liens, judgments or encumbrances suffered or incurred by the Lessee, or in Lessor's obtaining possession after default of Lessee or upon the expiration of the term hereof.

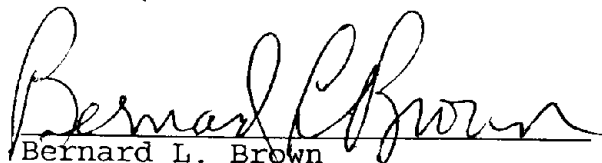
21. Termination; Surrender; Holding Over. Termination of this Lease shall prohibit Lessee from sowing crops to be harvested after termination. At the earlier of the expiration or termination of this Lease, Lessee shall deliver possession of the premises and all improvements thereon to Lessor without demand or notice. If Lessee fails to vacate the premises, Lessee shall pay a penalty to Lessor of \$100.00 per day in addition to any actual damages incurred by Lessor, but payment of this penalty shall not entitle Lessee to any interest in the premises.

IN WITNESS WHEREOF, the parties hereto have set their names as of the day and year first appearing above.

LESSOR:


Jean M. Smith

LESSEE:


Bernard L. Brown

HAWLEY TROXELL ENNIS & HAWLEY

ATTORNEYS AND COUNSELORS
FIRST INTERSTATE CENTER
877 MAIN STREET, SUITE 1000
POST OFFICE BOX 1617
BOISE, IDAHO 83701-1617

TELEPHONE
(208) 344-6000

FAX
(208) 342-3829

KETCHUM OFFICE
319 WALNUT AVENUE
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KETCHUM, IDAHO 83340-0297

POCATELLO OFFICE
333 SOUTH MAIN STREET
POST OFFICE BOX 100
POCATELLO, IDAHO 83204-0100

THOMAS A. MILLER
(208) 388-4811

INTERNET:

TAM@HTEN.MHS.COMPUSE.RV.COM

SEP 07 1995

September 1, 1995

Clifford L. Brown
Brown & Edwards, Chtd.
The Idaho Building
280 North 8th, Suite 138
Boise, Idaho 83702

Re: Jean Smith - Bernard Brown Lease Agreement

Dear Cliff:

Enclosed is an original executed copy of the Lease Agreement.

I appreciate working with you on this matter.

Yours truly,


Thomas A. Miller

TAM/jw

Enc.

cc: Jean M. Smith - w/o Enc.

MEMORANDUM OF LEASE TERMINATION

RECEIVED

MAY 13 2004

WATER RESOURCES
WESTERN REGION

This Memorandum of Lease Termination is dated this 1 day of October, 2003, between Bernard L. Brown dba Brown Farms and Jean Smith.

Recitals:

A. Brown Farms has leased that certain real property described as SW1/4 of Section 18, Township 4 South, Range 6 East (the "Real Property") from Jean Smith (the "Lease").

B. The parties have mutually terminated the Lease as of October 1, 2003, and they desire to memorialize the termination of such Lease and disclaim any interest they may have in the real property owned by the other.

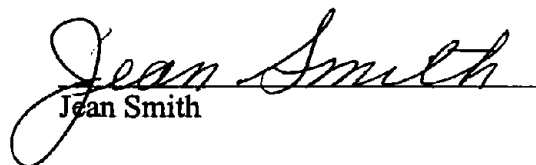
C. Bernard Brown has informed Jean Smith that the Real Property was included in the Brown Farms Farm Plan by clerical mistake and he desires Farm Service Agency and the State Water Board to correct their records.

Accordingly, the parties hereto acknowledge and agree as follows:

1. The Lease is terminated as of October 1, 2003, and Brown Farms disclaims any interest in and to the Real Property.
2. Jean Smith disclaims any interest in the real property and the water rights owned by Bernard Brown dba Brown Farms and acknowledges the mutual termination of the Lease.

The parties hereto have signed this memorandum as of the date first above written.


Bernard L. Brown


Jean Smith