

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No. \_\_\_\_\_

**MINIMUM REQUIREMENTS CHECKLIST**  
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED

JUL 19 2024

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at [idwr.idaho.gov](http://idwr.idaho.gov).

Name of Applicant(s) Chalco LLC

**Check whether each item below is attached (Yes) or not applicable (N/A) for the proposed transfer.**

**Yes N/A \*** Means the item is always required and must be included with the application.

- ☒ \* Completed Application for Transfer of Water Right form, Part 1.
- ☒ \* Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ \* Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☐ \* Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☐ \* Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

**Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.**

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. \*\*
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). \*\*  
\*\* Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ \* #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☒ #10 Other. Please describe: \_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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**APPLICATION FOR TRANSFER OF WATER RIGHT** DEPT. OF WATER RESOURCES  
EASTERN REGION  
**PART 1**

Name of Applicant(s) Chalco LLC Phone 208-390-2675  
Mailing address 17122 E Ririe Hwy, Ririe, ID 83443 Email clarkghamilton@gmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative \_\_\_\_\_ Phone \_\_\_\_\_  
Mailing address \_\_\_\_\_ Email \_\_\_\_\_

- ☐ Send all correspondence for this application to the representative and not to the applicant.  
**OR**
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.  
**OR**
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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 rejection of the application or cancellation of an approval.

*Clark G. Hamilton*  
Signature of Applicant or Authorized Representative

Clark Hamilton  
Print Name and Title if applicable

19 July 24  
Date

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

\_\_\_\_\_  
Print Name and Title if applicable

\_\_\_\_\_  
Date

**A. PURPOSE OF TRANSFER**

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use  
☐ Change nature of use ☐ Change period of use ☐ Other \_\_\_\_\_

2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?  
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.

3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

Rearrange the 1876.1-acre combined place of use for thirteen ground water rights. Rearranged acres will cover three new pivots at the south end of our property. All acres are part of a large, interconnected irrigation system. Points of diversion will not change.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

**B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.**

| 1.                                                            | Right Number  | Amount<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|---------------------------------------------------------------|---------------|-----------------------|---------------|---------------|--------------------|
| <input type="checkbox"/> All or <input type="checkbox"/> Part | See Attached. |                       |               |               |                    |
| <input type="checkbox"/>                                      |               |                       |               | to            |                    |
| <input type="checkbox"/>                                      |               |                       |               | to            |                    |
| <input type="checkbox"/>                                      |               |                       |               | to            |                    |
| <input type="checkbox"/>                                      |               |                       |               | to            |                    |
| <input type="checkbox"/>                                      |               |                       |               | to            |                    |
| <input type="checkbox"/>                                      |               |                       |               | to            |                    |
| <input type="checkbox"/>                                      |               |                       |               | to            |                    |
| <input type="checkbox"/>                                      |               |                       |               | to            |                    |
| <input type="checkbox"/>                                      |               |                       |               | to            |                    |

Total authorized under rights 25.39 cfs and/or 7,226.8 acre-feet.

2. Total amount of water proposed to be transferred or changed 5.20 cubic feet per second and/or \_\_\_\_\_ acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

| New ? | Lot | ¼ | ¼ | ¼ | Sec | Twp | Rge | County | Source | Local name or tag # |
|-------|-----|---|---|---|-----|-----|-----|--------|--------|---------------------|
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

| Twp                              | Rge | Sec   | NE ¼ |    |    |    | NW ¼ |    |    |    | SW ¼ |    |    |    | SE ¼ |    |    |    | Acre Totals |
|----------------------------------|-----|-------|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|-------------|
|                                  |     |       | NE   | NW | SW | SE | NE   | NW | SW | SE | NE   | NW | SW | SE | NE   | NW | SW | SE |             |
| See                              | Att | ached |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
| Total Acres (for irrigation use) |     |       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    | 1876.1      |

## Part 1.B.1 Water Rights Involved in Transfer

| <u>Water Right</u> | <u>Rate</u>      | <u>Volume</u>     | <u>Use</u> | <u>Period of Use</u> | <u>Source</u> |
|--------------------|------------------|-------------------|------------|----------------------|---------------|
| 25-2108C           | 2.19 cfs         | 926.9 af          | Irrigation | 4/1 – 11/1           | Ground Water  |
| 25-2115A           | 3.86 cfs         | 900 af            | Irrigation | 4/1 – 11/1           | Ground Water  |
| 25-2162A           | 1.29 cfs         | 468 af            | Irrigation | 4/1 – 10/31          | Ground Water  |
| 25-2162B           | 1.71 cfs         | 640 af            | Irrigation | 4/1 – 10/31          | Ground Water  |
| 25-2163C           | 1.56 cfs         | 662.1 af          | Irrigation | 4/1 – 11/1           | Ground Water  |
| 25-7067            | 2.64 cfs         | 528 af            | Irrigation | 4/1 – 11/1           | Ground Water  |
| 25-7102A           | 6.18 cfs         | 1,783.2 af        | Irrigation | 4/1 – 11/1           | Ground Water  |
| 25-7506            | 0.67 cfs         | 268 af            | Irrigation | 4/1 – 10/31          | Ground Water  |
| 25-14124           | 0.31 cfs         | 79 af             | Irrigation | 4/1 – 11/1           | Ground Water  |
| 25-14168           | 0.11 cfs         | 25.2 af           | Irrigation | 4/1 – 10/31          | Ground Water  |
| 25-14290           | 2.41 cfs         | 1,023.7 af        | Irrigation | 4/1 – 10/31          | Ground Water  |
| 25-14294           | 1.75 cfs         | 754.8 af          | Irrigation | 4/1 – 10/31          | Ground Water  |
| 25-14407           | 0.71 cfs         | 142 af            | Irrigation | 4/1 – 10/31          | Ground Water  |
| <b>Total</b>       | <b>25.39 cfs</b> | <b>7,226.8 af</b> |            |                      |               |

# Part 1.B.4 Proposed Place of Use

| T     | R   | Sec | NE 1/4 |      |      |      | NW 1/4 |      |      |      | SW 1/4 |      |      |      | SE 1/4 |      |      |      |        |
|-------|-----|-----|--------|------|------|------|--------|------|------|------|--------|------|------|------|--------|------|------|------|--------|
|       |     |     | NE     | NW   | SW   | SE   | NE     | NW   | SW   | SE   | NE     | NW   | SW   | SE   | NE     | NW   | SW   | SE   |        |
| 03N   | 40E | 12  | 33.5   | 8.2  | 40.0 | 38.1 | 11.6   |      |      | 40.0 | 36.5   |      |      |      | 38.3   | 37.0 | 34.5 | 35.1 | 352.8  |
|       |     | 13  | 33.0   | 32.5 |      |      |        |      |      |      | 28.0   | 35.0 | 39.0 | 35.0 | 40.0   | 25.0 | 40.0 | 40.0 | 347.5  |
|       |     | 14  |        |      |      |      |        |      |      |      |        |      |      |      | 3.5    |      |      | 5.0  | 8.5    |
|       |     | 24  | 40.0   | 37.0 | 33.0 | 32.2 | 36.0   | 20.2 | 29.0 | 40.0 | 16.0   | 4.6  |      |      | 12.0   | 6.4  |      |      | 306.4  |
| 03N   | 41E | 5   |        |      |      |      |        |      |      |      |        |      | 10.0 |      |        |      |      |      | 10.0   |
|       |     |     |        |      |      |      |        |      |      |      |        |      | L1   |      |        |      |      |      |        |
|       |     | 6   |        |      |      |      |        |      |      |      |        |      |      |      |        |      | 36.0 | 40.0 | 76.0   |
|       |     | 7   | 40.0   | 39.5 | 35.0 | 25.5 |        | 0.5  | 33.5 | 30.2 | 33.2   | 19.5 |      |      | 37.0   | 34.6 |      |      | 328.5  |
|       |     |     |        |      |      |      |        | L1   | L2   |      |        | L3   |      |      |        |      |      |      |        |
|       |     | 8   |        |      |      |      |        | 8.5  |      |      |        |      |      |      |        |      |      |      | 8.5    |
|       |     |     |        |      |      |      |        | L5   |      |      |        |      |      |      |        |      |      |      |        |
|       |     | 18  |        |      |      |      |        |      |      |      | 15.5   | 24.0 | 39.0 | 31.2 |        |      |      |      | 109.7  |
|       |     |     |        |      |      |      |        |      |      |      |        | L3   | L4   |      |        |      |      |      |        |
|       |     | 19  |        |      | 20.2 |      | 33.5   | 41.0 | 23.5 | 39.6 | 40.0   | 36.5 | 15.2 | 31.2 |        | 34.0 | 13.5 |      | 328.2  |
|       |     |     |        |      |      |      |        | L1   | L2   |      |        | L3   | L4   |      |        |      |      |      |        |
| Total |     |     |        |      |      |      |        |      |      |      |        |      |      |      |        |      |      |      | 1876.1 |

89184

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 1 Continued**

## 5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:  
Area was recently incorporated into Water District 120. Wells will be equipped with flow meters over the next year in compliance with the measuring device order.
- b. Who owns the property at the point(s) of diversion? Applicant  
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?  
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: Property is not subject to any liens or mortgages.
- It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.
- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?  
If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:  
Ground water acres are being moved to the south end of the property to accommodate three new pivots. The acres previously irrigated with ground water will be annexed into Progressive Irrigation District. Ground water rights have never been stacked with or overlapped by Progressive acres.
- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:  
All of the acres described in the transfer are only irrigated with the ground water rights listed in the application.
- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:  
Yes No  
☐ ☒ undergone a period of five or more consecutive years of non-use,  
☐ ☒ currently leased to the Water Supply Bank,  
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or  
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:



STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

### A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

### B. CHANGES IN NATURE OF USE (WaterBalance)

- ☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

### C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

N/A

#### FOR DEPARTMENT USE ONLY

Transfer contains \_\_\_\_\_ pages and \_\_\_\_\_ attachments.

Received by \_\_\_\_\_ Date \_\_\_\_\_ Preliminary check by \_\_\_\_\_ Date \_\_\_\_\_

Fee paid 900.00 Date 7-19-24 Received by M. Pettis Receipt # E050246

Add'l fee paid \_\_\_\_\_ Date \_\_\_\_\_ Received by \_\_\_\_\_ Receipt # \_\_\_\_\_

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

**STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**

**TRANSFER OF WATER RIGHT  
TRANSFER NO. 79387**

This is to certify that: **CHALCO LLC**  
17122 E RIRIE HIGHWAY  
RIRIE, ID 83443

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

**Summary of Water Rights Before the Proposed Changes**

| <u>Water Right</u> | <u>Origin/Basis</u> | <u>Priority Date</u> | <u>Diversion Rate</u> | <u>Diversion Volume</u> | <u>Acre Limit</u> | <u>Total Acres</u> | <u>Source</u> |
|--------------------|---------------------|----------------------|-----------------------|-------------------------|-------------------|--------------------|---------------|
| 25-14124           | WR/DECREED          | 3/22/1973            | 0.310 cfs             | 79.0 af                 | N/A               | 26.0               | GROUND WATER  |
| 25-14168           | WR/DECREED          | 12/10/1954           | 0.110 cfs             | 25.2 af                 | N/A               | 6.3                | GROUND WATER  |
| 25-14290           | WR/DECREED          | 2/15/1951            | 2.410 cfs             | 1023.7 af               | N/A               | 314.1              | GROUND WATER  |
| 25-14294           | WR/DECREED          | 2/7/1957             | 1.750 cfs             | 754.8 af                | N/A               | 314.1              | GROUND WATER  |
| 25-2108C           | WR/DECREED          | 2/15/1951            | 2.190 cfs             | 926.9 af                | N/A               | 284.2              | GROUND WATER  |
| 25-2115A           | WR/DECREED          | 12/10/1954           | 3.860 cfs             | 900.0 af                | N/A               | 225.0              | GROUND WATER  |
| 25-2162A           | WR/DECREED          | 2/7/1957             | 1.290 cfs             | 468.0 af                | N/A               | 117.0              | GROUND WATER  |
| 25-2162B           | WR/DECREED          | 2/7/1957             | 1.710 cfs             | 640.0 af                | 160.0             | 292.0              | GROUND WATER  |
| 25-2163C           | WR/DECREED          | 2/7/1957             | 1.563 cfs             | N/A                     | N/A               | 284.2              | GROUND WATER  |
| 25-4022            | WR/DECREED          | 2/7/1957             | 0.800 cfs             | N/A                     | N/A               | 40.0               | GROUND WATER  |
| 25-7067            | WR/DECREED          | 4/21/1975            | 2.640 cfs             | 528.0 af                | 132.0             | 292.0              | GROUND WATER  |
| 25-7102A           | WR/DECREED          | 2/2/1977             | 6.180 cfs             | 1783.2 af               | N/A               | 509.0              | GROUND WATER  |
| 25-7506            | WR/LICENSE          | 7/3/1995             | 0.670 cfs             | 268.0 af                | N/A               | 67.0               | GROUND WATER  |

**Purpose of Transfer (Changes Proposed)**

| <u>Current Number</u> | <u>Split</u> | <u>POD</u> | <u>POU</u> | <u>Add POD</u> | <u>Period of Use</u> | <u>Nature of Use</u> |
|-----------------------|--------------|------------|------------|----------------|----------------------|----------------------|
| 25-14124              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-14168              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-14290              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-14294              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-2108C              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-2115A              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-2162A              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-2162B              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-2163C              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-4022               | YES          | YES        | YES        | YES            | NO                   | NO                   |
| 25-7067               | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-7102A              | NO           | YES        | YES        | YES            | NO                   | NO                   |
| 25-7506               | NO           | YES        | YES        | YES            | NO                   | NO                   |

SUPPORT DATA

Transfer No. 79387

IN FILE # 25-2108C

**STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**

**TRANSFER OF WATER RIGHT  
TRANSFER NO. 79387**

Summary Of Water Rights After the Approved Change

| <u>Existing Right</u>  | <u>New No. (Changed Portion)</u> | <u>Transfer Rate</u> | <u>Transfer Volume</u> | <u>Acre Limit</u> | <u>Total Acres</u> | <u>New No. (remaining portion)</u> | <u>Remaining Rate</u> | <u>Remaining Volume</u> | <u>Remaining Acre Limit</u> | <u>Remaining Total Acres</u> |
|------------------------|----------------------------------|----------------------|------------------------|-------------------|--------------------|------------------------------------|-----------------------|-------------------------|-----------------------------|------------------------------|
| 25-14124               | 25-14124                         | 0.310 cfs            | 79.0 af                | 26.0              | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-14168               | 25-14168                         | 0.110 cfs            | 25.2 af                | 6.3               | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-14290               | 25-14290                         | 2.410 cfs            | 1023.7 af              | 314.1             | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-14294               | 25-14294                         | 1.750 cfs            | 754.8 af               | 314.1             | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-2108C               | 25-2108C                         | 2.188 cfs            | 926.9 af               | 284.2             | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-2115A               | 25-2115A                         | 3.860 cfs            | 900.0 af               | 225.0             | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-2162A               | 25-2162A                         | 1.290 cfs            | 468.0 af               | 117.0             | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-2162B               | 25-2162B                         | 1.710 cfs            | 640.0 af               | 160.0             | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-2163C               | 25-2163C                         | 1.563 cfs            | 662.1 af               | 284.2             | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-4022                | 25-14407                         | 0.710 cfs            | 142.0 af               | 35.5              | 1876.1             | 25-4022                            | 0.090 cfs             | 18.0 af                 | N/A                         | 4.5                          |
| 25-7067                | 25-7067                          | 2.640 cfs            | 528.0 af               | 132.0             | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-7102A               | 25-7102A                         | 6.180 cfs            | 1783.2 af              | 509.0             | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| 25-7506                | 25-7506                          | 0.670 cfs            | 268.0 af               | 67.0              | 1876.1             | N/A                                | N/A                   | N/A                     | N/A                         | N/A                          |
| <b>COMBINED TOTALS</b> |                                  | <b>25.388 cfs</b>    | <b>7226.8 af</b>       | <b>1876.1</b>     | <b>1876.1</b>      |                                    | <b>N/A</b>            | <b>N/A</b>              | <b>N/A</b>                  | <b>N/A</b>                   |

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources Detailed Water Right Description(s) attached

Dated this 21<sup>st</sup> day of July, 2014

  
for Chief, Water Allocation Bureau

Transfer No. 79387

## 7/18/2024

89 18 4

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

**7/18/2024**

|     |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|------|-------|
| L5  |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
| 03N | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7 |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5 | 324.2 |

Right Acre Limit: 284.20  
POU Total Acres: 1,876.1

**Conditions of Approval:**

1. X35 Rights 25-2108C and 25-2163C when combined shall not exceed a total diversion rate of 3.748 cfs, a total annual maximum diversion volume of 1137.0 af at the field headgate, and the irrigation of 284.2 acres.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## IDAHO DEPARTMENT OF WATER RESOURCES

7/18/2024

## Proof Report

## Water Right 25-2115A

**Owner Type**      **Name and Address**  
 Current Owner      CHALCO LLC  
                          17122 E RIRIE HWY  
                          RIRIE, ID 83443-5028

**Priority Date:** 12/10/1954**Basis:** Decreed**Status:** Active

**Source**  
 GROUND WATER

**Tributary**

| <b><u>Beneficial Use</u></b> | <b><u>From</u></b>            | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
|------------------------------|-------------------------------|------------------|------------------------------|----------------------|
| IRRIGATION                   | 04/01                         | 11/01            | 3.860 CFS                    | 900.0 AF             |
|                              | <b><u>Total Diversion</u></b> |                  | 3.860 CFS                    | 900.0 AF             |

**Source and Point(s) of Diversion:**

|              |      |                                              |
|--------------|------|----------------------------------------------|
| GROUND WATER | NENE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SESE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 19, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | NESW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | SWNE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |

**Place of Use:**

IRRIGATION within BONNEVILLE County

|     |     |     | NE   |      |      |      | NW   |            |            |      | SW   |            |            |      | SE   |      |      |      | Totals |
|-----|-----|-----|------|------|------|------|------|------------|------------|------|------|------------|------------|------|------|------|------|------|--------|
| Twp | Rng | Sec | NE   | NW   | SW   | SE   | NE   | NW         | SW         | SE   | NE   | NW         | SW         | SE   | NE   | NW   | SW   | SE   |        |
| 03N | 40E | 12  | 33.5 | 8.2  | 40.0 | 38.1 | 11.6 |            |            | 40.0 | 36.5 |            |            |      | 38.3 | 37.0 | 34.5 | 35.1 | 352.8  |
| 03N | 40E | 13  | 33.0 | 32.5 |      |      |      |            |            |      |      |            |            |      | 39.6 | 25.0 | 40.0 | 40.0 | 210.1  |
| 03N | 40E | 24  | 40.0 | 27.0 |      |      |      |            |            |      |      |            |            |      |      |      |      |      | 67.0   |
| 03N | 41E | 5   |      |      |      |      |      |            |            |      |      | 16.5<br>L2 | 10.0<br>L1 |      |      |      |      |      | 26.5   |
| 03N | 41E | 6   |      |      | 35.7 | 27.0 |      |            |            | 19.2 | 40.0 | 20.0<br>L6 | 35.5<br>L7 | 39.6 | 40.0 | 40.0 | 38.1 | 40.0 | 375.1  |
| 03N | 41E | 7   | 40.0 | 39.5 | 35.0 | 25.5 | 38.5 | 35.7<br>L1 | 33.5<br>L2 | 30.2 | 33.2 | 19.5<br>L3 |            |      | 37.0 | 34.6 |      |      | 402.2  |
| 03N | 41E | 8   |      |      |      |      |      |            | 8.5        |      |      |            |            |      |      |      |      |      | 8.5    |



**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

7/18/2024

|     |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|------|-------|
| L5  |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
| 03N | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7 |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5 | 324.2 |

Right Acre Limit: 225.00  
POU Total Acres: 1,876.1

**Conditions of Approval:**

1. X27 This right is limited to the irrigation of 225.0 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## IDAHO DEPARTMENT OF WATER RESOURCES

7/18/2024

## Proof Report

## Water Right 25-2162A

**Owner Type**      **Name and Address**  
 Current Owner      CHALCO LLC  
                          17122 E RIRIE HWY  
                          RIRIE, ID 83443-5028

**Priority Date:** 2/7/1957**Basis:** Decreed**Status:** Active

**Source**  
 GROUND WATER

**Tributary**

| <b><u>Beneficial Use</u></b> | <b><u>From</u></b>            | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
|------------------------------|-------------------------------|------------------|------------------------------|----------------------|
| IRRIGATION                   | 04/01                         | 10/31            | 1.290 CFS                    | 468.0 AF             |
|                              | <b><u>Total Diversion</u></b> |                  | 1.290 CFS                    | 468.0 AF             |

**Source and Point(s) of Diversion:**

|              |      |                                              |
|--------------|------|----------------------------------------------|
| GROUND WATER | NENE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SESE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 19, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | NESW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | SWNE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |

**Place of Use:**

IRRIGATION within BONNEVILLE County

|     |     |     | NE   |      |      |      | NW   |            |            |      | SW         |            |            |      | SE   |      |      |      | Totals |
|-----|-----|-----|------|------|------|------|------|------------|------------|------|------------|------------|------------|------|------|------|------|------|--------|
| Twp | Rng | Sec | NE   | NW   | SW   | SE   | NE   | NW         | SW         | SE   | NE         | NW         | SW         | SE   | NE   | NW   | SW   | SE   |        |
| 03N | 40E | 12  | 33.5 | 8.2  | 40.0 | 38.1 | 11.6 |            |            | 40.0 | 36.5       |            |            |      | 38.3 | 37.0 | 34.5 | 35.1 | 352.8  |
| 03N | 40E | 13  | 33.0 | 32.5 |      |      |      |            |            |      |            |            |            |      | 39.6 | 25.0 | 40.0 | 40.0 | 210.1  |
| 03N | 40E | 24  | 40.0 | 27.0 |      |      |      |            |            |      |            |            |            |      |      |      |      |      | 67.0   |
| 03N | 41E | 5   |      |      |      |      |      |            |            |      | 16.5<br>L2 | 10.0<br>L1 |            |      |      |      |      |      | 26.5   |
| 03N | 41E | 6   |      |      | 35.7 | 27.0 |      |            |            | 19.2 | 40.0       | 20.0<br>L6 | 35.5<br>L7 | 39.6 | 40.0 | 40.0 | 38.1 | 40.0 | 375.1  |
| 03N | 41E | 7   | 40.0 | 39.5 | 35.0 | 25.5 | 38.5 | 35.7<br>L1 | 33.5<br>L2 | 30.2 | 33.2       | 19.5<br>L3 |            |      | 37.0 | 34.6 |      |      | 402.2  |
| 03N | 41E | 8   |      |      |      |      |      |            | 8.5        |      |            |            |            |      |      |      |      |      | 8.5    |

## IDAHO DEPARTMENT OF WATER RESOURCES

7/18/2024

## Proof Report

|     |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|------|-------|
| L5  |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
| 03N | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7 |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5 | 324.2 |

Right Acre Limit: 117.00  
POU Total Acres: 1,876.1

**Conditions of Approval:**

1. X27 This right is limited to the irrigation of 117.0 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## 7/18/2024

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**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

7/18/2024

|     |     |    |      |      |            |            |      |      |            |            |      |           |       |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------|-----------|-------|
| L5  |     |    |      |      |            |            |      |      |            |            |      |           |       |
| 03N | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |           | 109.7 |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 13.5 | 324.2 |

Right Acre Limit: 160.00  
POU Total Acres: 1,876.1

**Conditions of Approval:**

1. X27 This right is limited to the irrigation of 160.0 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 25-2162B and 25-7067 when combined shall not exceed a total diversion rate of 4.35 cfs and a total annual maximum diversion volume of 1168.0 af at the field headgate, and the irrigation of 292.0 acres.
3. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
4. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
5. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
6. R64 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.
7. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
8. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
9. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## IDAHO DEPARTMENT OF WATER RESOURCES

7/18/2024

## Proof Report

## Water Right 25-2163C

**Owner Type**      **Name and Address**  
 Current Owner      CHALCO LLC  
                          17122 E RIRIE HWY  
                          RIRIE, ID 83443-5028

**Priority Date:** 2/7/1957**Basis:** Decreed**Status:** Active

**Source**  
 GROUND WATER

**Tributary**

| <b><u>Beneficial Use</u></b> | <b><u>From</u></b>            | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
|------------------------------|-------------------------------|------------------|------------------------------|----------------------|
| IRRIGATION                   | 04/01                         | 11/01            | 1.563 CFS                    | 662.1 AF             |
|                              | <b><u>Total Diversion</u></b> |                  | 1.563 CFS                    | 662.1 AF             |

**Source and Point(s) of Diversion:**

|              |      |                                              |
|--------------|------|----------------------------------------------|
| GROUND WATER | SWNE | Sec. 19, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | NESW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | SWNE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NENE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SESE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |

**Place of Use:**

IRRIGATION within BONNEVILLE County

|     |     |     | NE   |      |      |      | NW   |            |            |      | SW   |            |            |      | SE   |      |      |      | Totals |
|-----|-----|-----|------|------|------|------|------|------------|------------|------|------|------------|------------|------|------|------|------|------|--------|
| Twp | Rng | Sec | NE   | NW   | SW   | SE   | NE   | NW         | SW         | SE   | NE   | NW         | SW         | SE   | NE   | NW   | SW   | SE   |        |
| 03N | 40E | 12  | 33.5 | 8.2  | 40.0 | 38.1 | 11.6 |            |            | 40.0 | 36.5 |            |            |      | 38.3 | 37.0 | 34.5 | 35.1 | 352.8  |
| 03N | 40E | 13  | 33.0 | 32.5 |      |      |      |            |            |      |      |            |            |      | 39.6 | 25.0 | 40.0 | 40.0 | 210.1  |
| 03N | 40E | 24  | 40.0 | 27.0 |      |      |      |            |            |      |      |            |            |      |      |      |      |      | 67.0   |
| 03N | 41E | 5   |      |      |      |      |      |            |            |      |      | 16.5<br>L2 | 10.0<br>L1 |      |      |      |      |      | 26.5   |
| 03N | 41E | 6   |      |      | 35.7 | 27.0 |      |            |            | 19.2 | 40.0 | 20.0<br>L6 | 35.5<br>L7 | 39.6 | 40.0 | 40.0 | 38.1 | 40.0 | 375.1  |
| 03N | 41E | 7   | 40.0 | 39.5 | 35.0 | 25.5 | 38.5 | 35.7<br>L1 | 33.5<br>L2 | 30.2 | 33.2 | 19.5<br>L3 |            |      | 37.0 | 34.6 |      |      | 402.2  |
| 03N | 41E | 8   |      |      |      |      |      | 8.5        |            |      |      |            |            |      |      |      |      |      | 8.5    |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

**7/18/2024**

| L5                                                   |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
|------------------------------------------------------|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|------|-------|
| 03N                                                  | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7 |
| 03N                                                  | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5 | 324.2 |
| Right Acre Limit: 284.20<br>POU Total Acres: 1,876.1 |     |    |      |      |            |            |      |      |            |            |      |      |      |       |

**Conditions of Approval:**

1. X35 Rights 25-2108C and 25-2163C when combined shall not exceed a total diversion rate of 3.748 cfs, a total annual maximum diversion volume of 1137.0 af at the field headgate, and the irrigation of 284.2 acres.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## 7/18/2024

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

7/18/2024

| L5                                                   |     |    |      |      |            |            |      |      |            |            |      |      |       |       |
|------------------------------------------------------|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|-------|-------|
| 03N                                                  | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      | 109.7 |       |
| 03N                                                  | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5  | 324.2 |
| Right Acre Limit: 132.00<br>POU Total Acres: 1,876.1 |     |    |      |      |            |            |      |      |            |            |      |      |       |       |

**Conditions of Approval:**

1. X27 This right is limited to the irrigation of 132.0 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 25-2162B and 25-7067 when combined shall not exceed a total diversion rate of 4.35 cfs and a total annual maximum diversion volume of 1168.0 af at the field headgate, and the irrigation of 292.0 acres.
3. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
4. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
5. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
6. R64 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.
7. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
8. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
9. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## IDAHO DEPARTMENT OF WATER RESOURCES

7/18/2024

## Proof Report

## Water Right 25-7102A

**Owner Type**      **Name and Address**  
 Current Owner      CHALCO LLC  
                          17122 E RIRIE HWY  
                          RIRIE, ID 83443-5028

**Priority Date:** 2/2/1977**Basis:** Decreed**Status:** Active

**Source**  
 GROUND WATER

**Tributary**

| <b>Beneficial Use</b> | <b>From</b>            | <b>To</b> | <b>Diversion Rate</b> | <b>Volume</b> |
|-----------------------|------------------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/01                  | 11/01     | 6.180 CFS             | 1,783.2 AF    |
|                       | <b>Total Diversion</b> |           | 6.180 CFS             | 1,783.2 AF    |

**Source and Point(s) of Diversion:**

|              |      |                                              |
|--------------|------|----------------------------------------------|
| GROUND WATER | NENE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SESE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 19, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | NESW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | SWNE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |

**Place of Use:**

IRRIGATION within BONNEVILLE County

|     |     |     | NE   |      |      |      | NW   |      |      |      | SW   |      |      |      | SE   |      |      |      | Totals |
|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--------|
| Twp | Rng | Sec | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 03N | 40E | 12  | 33.5 | 8.2  | 40.0 | 38.1 | 11.6 |      |      | 40.0 | 36.5 |      |      |      | 38.3 | 37.0 | 34.5 | 35.1 | 352.8  |
| 03N | 40E | 13  | 33.0 | 32.5 |      |      |      |      |      |      |      |      |      |      | 39.6 | 25.0 | 40.0 | 40.0 | 210.1  |
| 03N | 40E | 24  | 40.0 | 27.0 |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 67.0   |
| 03N | 41E | 5   |      |      |      |      |      |      |      |      | 16.5 | 10.0 |      |      |      |      |      |      | 26.5   |
|     |     |     |      |      |      |      |      |      |      |      | L2   | L1   |      |      |      |      |      |      |        |
| 03N | 41E | 6   |      |      | 35.7 | 27.0 |      |      |      | 19.2 | 40.0 | 20.0 | 35.5 | 39.6 | 40.0 | 40.0 | 38.1 | 40.0 | 375.1  |
|     |     |     |      |      |      |      |      |      |      |      | L6   | L7   |      |      |      |      |      |      |        |
| 03N | 41E | 7   | 40.0 | 39.5 | 35.0 | 25.5 | 38.5 | 35.7 | 33.5 | 30.2 | 33.2 | 19.5 |      |      | 37.0 | 34.6 |      |      | 402.2  |
|     |     |     |      |      |      |      |      | L1   | L2   |      |      | L3   |      |      |      |      |      |      |        |
| 03N | 41E | 8   |      |      |      |      |      |      | 8.5  |      |      |      |      |      |      |      |      |      | 8.5    |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

7/18/2024

| L5                                                   |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
|------------------------------------------------------|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|------|-------|
| 03N                                                  | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7 |
| 03N                                                  | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5 | 324.2 |
| Right Acre Limit: 509.00<br>POU Total Acres: 1,876.1 |     |    |      |      |            |            |      |      |            |            |      |      |      |       |

**Conditions of Approval:**

1. X27 This right is limited to the irrigation of 509.0 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## 7/18/2024

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

7/18/2024

|     |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|------|-------|
| L5  |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
| 03N | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7 |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5 | 324.2 |

Right Acre Limit: 67.00  
POU Total Acres: 1,876.1

**Conditions of Approval:**

1. X27 This right is limited to the irrigation of 67.0 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

## IDAHO DEPARTMENT OF WATER RESOURCES

7/18/2024

## Proof Report

## Water Right 25-14124

**Owner Type**      **Name and Address**  
 Current Owner      CHALCO LLC  
                          17122 E RIRIE HWY  
                          RIRIE, ID 83443-5028

**Priority Date:** 3/22/1973**Basis:** Decreed**Status:** Active

**Source**  
 GROUND WATER

**Tributary**

| <b><u>Beneficial Use</u></b> | <b><u>From</u></b>            | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
|------------------------------|-------------------------------|------------------|------------------------------|----------------------|
| IRRIGATION                   | 04/01                         | 11/01            | 0.310 CFS                    | 79.0 AF              |
|                              | <b><u>Total Diversion</u></b> |                  | 0.310 CFS                    | 79.0 AF              |

**Source and Point(s) of Diversion:**

|              |      |                                              |
|--------------|------|----------------------------------------------|
| GROUND WATER | NENE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SESE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 19, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | NESW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | SWNE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |

**Place of Use:**

IRRIGATION within BONNEVILLE County

|     |     |     | NE   |      |      |      | NW   |            |            |      | SW   |            |            |      | SE   |      |      |      | Totals |
|-----|-----|-----|------|------|------|------|------|------------|------------|------|------|------------|------------|------|------|------|------|------|--------|
| Twp | Rng | Sec | NE   | NW   | SW   | SE   | NE   | NW         | SW         | SE   | NE   | NW         | SW         | SE   | NE   | NW   | SW   | SE   |        |
| 03N | 40E | 12  | 33.5 | 8.2  | 40.0 | 38.1 | 11.6 |            |            | 40.0 | 36.5 |            |            |      | 38.3 | 37.0 | 34.5 | 35.1 | 352.8  |
| 03N | 40E | 13  | 33.0 | 32.5 |      |      |      |            |            |      |      |            |            |      | 39.6 | 25.0 | 40.0 | 40.0 | 210.1  |
| 03N | 40E | 24  | 40.0 | 27.0 |      |      |      |            |            |      |      |            |            |      |      |      |      |      | 67.0   |
| 03N | 41E | 5   |      |      |      |      |      |            |            |      |      | 16.5<br>L2 | 10.0<br>L1 |      |      |      |      |      | 26.5   |
| 03N | 41E | 6   |      |      | 35.7 | 27.0 |      |            |            | 19.2 | 40.0 | 20.0<br>L6 | 35.5<br>L7 | 39.6 | 40.0 | 40.0 | 38.1 | 40.0 | 375.1  |
| 03N | 41E | 7   | 40.0 | 39.5 | 35.0 | 25.5 | 38.5 | 35.7<br>L1 | 33.5<br>L2 | 30.2 | 33.2 | 19.5<br>L3 |            |      | 37.0 | 34.6 |      |      | 402.2  |
| 03N | 41E | 8   |      |      |      |      |      | 8.5        |            |      |      |            |            |      |      |      |      |      | 8.5    |

## Proof Report

L5

|     |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|------|-------|
| 03N | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7 |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5 | 324.2 |

Right Acre Limit: 26.00  
POU Total Acres: 1,876.1

**Conditions of Approval:**

1. X27 This right is limited to the irrigation of 26.0 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## IDAHO DEPARTMENT OF WATER RESOURCES

7/18/2024

## Proof Report

## Water Right 25-14168

**Owner Type**      **Name and Address**  
 Current Owner      CHALCO LLC  
                          17122 E RIRIE HWY  
                          RIRIE, ID 83443-5028

**Priority Date:** 12/10/1954**Basis:** Decreed**Status:** Active

**Source**  
 GROUND WATER

**Tributary**

| <b>Beneficial Use</b> | <b>From</b>            | <b>To</b> | <b>Diversion Rate</b> | <b>Volume</b> |
|-----------------------|------------------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/01                  | 10/31     | 0.110 CFS             | 25.2 AF       |
|                       | <b>Total Diversion</b> |           | 0.110 CFS             | 25.2 AF       |

**Source and Point(s) of Diversion:**

|              |      |                                              |
|--------------|------|----------------------------------------------|
| GROUND WATER | NENE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SESE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 19, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | NESW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | SWNE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |

**Place of Use:**

IRRIGATION within BONNEVILLE County

|     |     |     | NE   |      |      |      | NW   |            |            |      | SW   |            |            |      | SE   |      |      |      | Totals |
|-----|-----|-----|------|------|------|------|------|------------|------------|------|------|------------|------------|------|------|------|------|------|--------|
| Twp | Rng | Sec | NE   | NW   | SW   | SE   | NE   | NW         | SW         | SE   | NE   | NW         | SW         | SE   | NE   | NW   | SW   | SE   |        |
| 03N | 40E | 12  | 33.5 | 8.2  | 40.0 | 38.1 | 11.6 |            |            | 40.0 | 36.5 |            |            |      | 38.3 | 37.0 | 34.5 | 35.1 | 352.8  |
| 03N | 40E | 13  | 33.0 | 32.5 |      |      |      |            |            |      |      |            |            |      | 39.6 | 25.0 | 40.0 | 40.0 | 210.1  |
| 03N | 40E | 24  | 40.0 | 27.0 |      |      |      |            |            |      |      |            |            |      |      |      |      |      | 67.0   |
| 03N | 41E | 5   |      |      |      |      |      |            |            |      |      | 16.5<br>L2 | 10.0<br>L1 |      |      |      |      |      | 26.5   |
| 03N | 41E | 6   |      |      | 35.7 | 27.0 |      |            |            | 19.2 | 40.0 | 20.0<br>L6 | 35.5<br>L7 | 39.6 | 40.0 | 40.0 | 38.1 | 40.0 | 375.1  |
| 03N | 41E | 7   | 40.0 | 39.5 | 35.0 | 25.5 | 38.5 | 35.7<br>L1 | 33.5<br>L2 | 30.2 | 33.2 | 19.5<br>L3 |            |      | 37.0 | 34.6 |      |      | 402.2  |
| 03N | 41E | 8   |      |      |      |      |      |            | 8.5        |      |      |            |            |      |      |      |      |      | 8.5    |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

**7/18/2024**

|     |     |    |      |      |            |            |      |      |            |            |      |      |      |                                                    |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|------|----------------------------------------------------|
| L5  |     |    |      |      |            |            |      |      |            |            |      |      |      |                                                    |
| 03N | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7                                              |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5 | 324.2                                              |
|     |     |    |      |      |            |            |      |      |            |            |      |      |      | Right Acre Limit: 6.30<br>POU Total Acres: 1,876.1 |

**Conditions of Approval:**

1. X27 This right is limited to the irrigation of 6.3 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

**7/18/2024**

**Water Right 25-14290**

**Owner Type**      **Name and Address**  
Current Owner      CHALCO LLC  
                                 17122 E RIRIE HWY  
                                 RIRIE, ID 83443-5028

**Priority Date:** 2/15/1951

**Basis:** Decreed

**Status:** Active

**Source**  
GROUND WATER

**Tributary**

| <b><u>Beneficial Use</u></b> | <b><u>From</u></b>            | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
|------------------------------|-------------------------------|------------------|------------------------------|----------------------|
| IRRIGATION                   | 04/01                         | 10/31            | 2.410 CFS                    | 1,023.7 AF           |
|                              | <b><u>Total Diversion</u></b> |                  | 2.410 CFS                    | 1,023.7 AF           |

**Source and Point(s) of Diversion:**

|              |      |                                              |
|--------------|------|----------------------------------------------|
| GROUND WATER | NENE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SESE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 19, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | NESW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | SWNE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |

**Place of Use:**

IRRIGATION within BONNEVILLE County

|     |     |     | NE   |      |      |      | NW   |      |      |      | SW   |      |      |      | SE   |      |      |      | Totals |
|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--------|
| Twp | Rng | Sec | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 03N | 40E | 12  | 33.5 | 8.2  | 40.0 | 38.1 | 11.6 |      |      | 40.0 | 36.5 |      |      |      | 38.3 | 37.0 | 34.5 | 35.1 | 352.8  |
| 03N | 40E | 13  | 33.0 | 32.5 |      |      |      |      |      |      |      |      |      |      | 39.6 | 25.0 | 40.0 | 40.0 | 210.1  |
| 03N | 40E | 24  | 40.0 | 27.0 |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 67.0   |
| 03N | 41E | 5   |      |      |      |      |      |      |      |      | 16.5 | 10.0 |      |      |      |      |      |      | 26.5   |
|     |     |     |      |      |      |      |      |      |      |      | L2   | L1   |      |      |      |      |      |      |        |
| 03N | 41E | 6   |      |      | 35.7 | 27.0 |      |      |      | 19.2 | 40.0 | 20.0 | 35.5 | 39.6 | 40.0 | 40.0 | 38.1 | 40.0 | 375.1  |
|     |     |     |      |      |      |      |      |      |      |      | L6   | L7   |      |      |      |      |      |      |        |
| 03N | 41E | 7   | 40.0 | 39.5 | 35.0 | 25.5 | 38.5 | 35.7 | 33.5 | 30.2 | 33.2 | 19.5 |      |      | 37.0 | 34.6 |      |      | 402.2  |
|     |     |     |      |      |      |      |      | L1   | L2   |      |      | L3   |      |      |      |      |      |      |        |
| 03N | 41E | 8   |      |      |      |      |      |      | 8.5  |      |      |      |      |      |      |      |      |      | 8.5    |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

7/18/2024

L5

|     |     |    |      |      |            |            |      |      |            |            |            |      |      |      |       |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------------|------|------|------|-------|
| 03N | 41E | 18 |      |      |            |            |      |      | 15.5       | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7 |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2       |      | 34.0 | 13.5 | 324.2 |

Right Acre Limit: 314.10  
POU Total Acres: 1,876.1

**Conditions of Approval:**

1. X35 Rights 25-14290 and 25-14294 when combined shall not exceed a total annual maximum diversion volume of 1256.4 af at the field headgate, and the irrigation of 314.1 acres.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## 7/18/2024

89184

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

7/18/2024

|     |     |    |      |      |            |            |      |      |            |            |            |      |      |       |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------------|------|------|-------|
| L5  |     |    |      |      |            |            |      |      |            |            |            |      |      |       |
| 03N | 41E | 18 |      |      |            |            |      |      | 15.5       | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      | 109.7 |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2       | 34.0 | 13.5 | 324.2 |

Right Acre Limit: 314.10  
POU Total Acres: 1,876.1

**Conditions of Approval:**

1. X35 Rights 25-14290 and 25-14294 when combined shall not exceed a total annual maximum diversion volume of 1256.4 af at the field headgate, and the irrigation of 314.1 acres.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25.388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

**7/18/2024**

**Water Right 25-14407**

**Owner Type**      **Name and Address**  
Current Owner      CHALCO LLC  
                                 17122 E RIRIE HWY  
                                 RIRIE, ID 83443-5028

**Priority Date:** 2/7/1957

**Basis:** Decreed

**Status:** Active

**Source**  
GROUND WATER

**Tributary**

| <b><u>Beneficial Use</u></b> | <b><u>From</u></b>            | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
|------------------------------|-------------------------------|------------------|------------------------------|----------------------|
| IRRIGATION                   | 04/01                         | 10/31            | 0.710 CFS                    | 142.0 AF             |
|                              | <b><u>Total Diversion</u></b> |                  | 0.710 CFS                    | 142.0 AF             |

**Source and Point(s) of Diversion:**

|              |      |                                              |
|--------------|------|----------------------------------------------|
| GROUND WATER | SWNE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSE | Sec. 7, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NESW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | NWSW | Sec. 6, Twp 03N, Rge 41E, BONNEVILLE County  |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWSE | Sec. 18, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 19, Twp 03N, Rge 41E, BONNEVILLE County |
| GROUND WATER | NENE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SWNE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |
| GROUND WATER | SESE | Sec. 12, Twp 03N, Rge 40E, BONNEVILLE County |

**Place of Use:**

IRRIGATION within BONNEVILLE County

|     |     |     | NE   |      |      |      | NW   |            |            |      | SW         |            |            |      | SE   |      |      |      | Totals |
|-----|-----|-----|------|------|------|------|------|------------|------------|------|------------|------------|------------|------|------|------|------|------|--------|
| Twp | Rng | Sec | NE   | NW   | SW   | SE   | NE   | NW         | SW         | SE   | NE         | NW         | SW         | SE   | NE   | NW   | SW   | SE   |        |
| 03N | 40E | 12  | 33.5 | 8.2  | 40.0 | 38.1 | 11.6 |            |            | 40.0 | 36.5       |            |            |      | 38.3 | 37.0 | 34.5 | 35.1 | 352.8  |
| 03N | 40E | 13  | 33.0 | 32.5 |      |      |      |            |            |      |            |            |            |      | 39.6 | 25.0 | 40.0 | 40.0 | 210.1  |
| 03N | 40E | 24  | 40.0 | 27.0 |      |      |      |            |            |      |            |            |            |      |      |      |      |      | 67.0   |
| 03N | 41E | 5   |      |      |      |      |      |            |            |      | 16.5<br>L2 | 10.0<br>L1 |            |      |      |      |      |      | 26.5   |
| 03N | 41E | 6   |      |      | 35.7 | 27.0 |      |            |            | 19.2 | 40.0       | 20.0<br>L6 | 35.5<br>L7 | 39.6 | 40.0 | 40.0 | 38.1 | 40.0 | 375.1  |
| 03N | 41E | 7   | 40.0 | 39.5 | 35.0 | 25.5 | 38.5 | 35.7<br>L1 | 33.5<br>L2 | 30.2 | 33.2       | 19.5<br>L3 |            |      | 37.0 | 34.6 |      |      | 402.2  |
| 03N | 41E | 8   |      |      |      |      |      |            | 8.5        |      |            |            |            |      |      |      |      |      | 8.5    |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

7/18/2024

|     |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
|-----|-----|----|------|------|------------|------------|------|------|------------|------------|------|------|------|-------|
| L5  |     |    |      |      |            |            |      |      |            |            |      |      |      |       |
| 03N | 41E | 18 |      |      |            |            |      | 15.5 | 24.0<br>L3 | 39.0<br>L4 | 31.2 |      |      | 109.7 |
| 03N | 41E | 19 | 20.2 | 29.5 | 41.0<br>L1 | 23.5<br>L2 | 39.6 | 40.0 | 36.5<br>L3 | 15.2<br>L4 | 31.2 | 34.0 | 13.5 | 324.2 |

Right Acre Limit: 35.50  
POU Total Acres: 1,876.1

**Conditions of Approval:**

1. X27 This right is limited to the irrigation of 35.5 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 25-2108C, 25-2115A, 25-2162A, 25-2162B, 25-2163C, 25-7067, 25-7102A, 25-7506, 25-14124, 25-14168, 25-14290, 25-14294, and 25-14407 when combined shall not exceed a total diversion rate of 25,388 cfs, a total annual maximum diversion volume of 7226.8 af at the field headgate, and the irrigation of 1876.1 acres.
3. 214 Prior to the diversion and use of water under Transfer approval 79387, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R64 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

## Application for Transfer - Chalco LLC



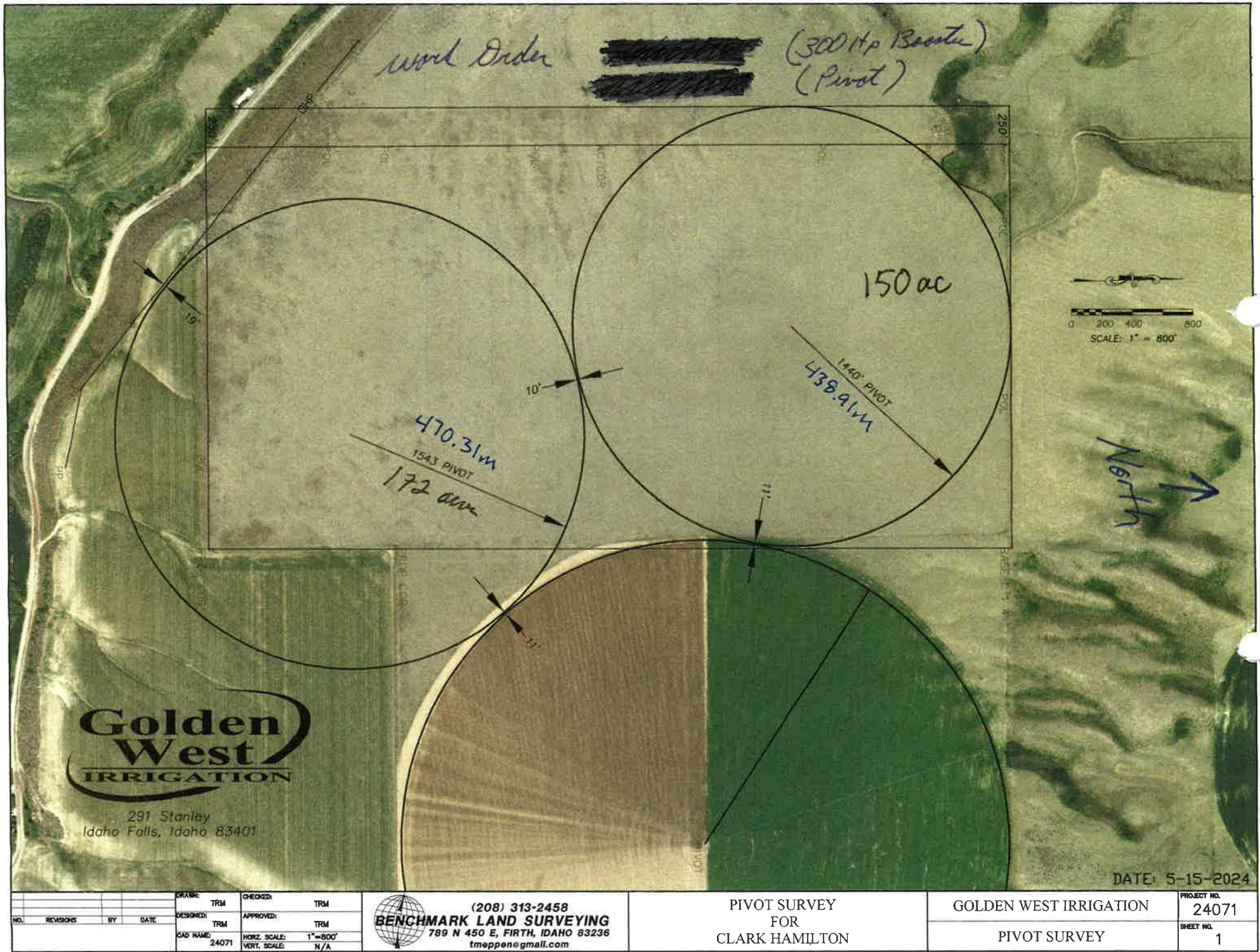
2023 Aerial Imagery

-  Hamilton
-  Water Right POU
-  Township/Range
-  Sections
-  QQ

0 0.5 1 2 Miles



89184



|     |           |    |      |
|-----|-----------|----|------|
| NO. | REVISIONS | BY | DATE |
|     |           |    |      |

|                 |                       |
|-----------------|-----------------------|
| DESIGNED: TRM   | CHECKED: TRM          |
| APPROVED: TRM   |                       |
| SAD NAME: 24071 | HORIZ. SCALE: 1"=800' |
|                 | VERT. SCALE: N/A      |

 (208) 313-2458  
**BENCHMARK LAND SURVEYING**  
789 N 450 E, FIRTH, IDAHO 83236  
tmeppen@gmail.com

PIVOT SURVEY  
FOR  
CLARK HAMILTON

|                        |
|------------------------|
| GOLDEN WEST IRRIGATION |
| PIVOT SURVEY           |

|                      |
|----------------------|
| PROJECT NO.<br>24071 |
| SHEET NO.<br>1       |



0005459751

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***ANNUAL REPORT**

Idaho Secretary of State  
PO Box 83720  
Boise, ID 83720-0080  
(208) 334-2301  
Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0005459751

Date Filed: 11/3/2023 2:43:46 PM

## Entity Name and Mailing Address:

Entity Name: CHALCO, LLC  
The file number of this entity on the records of the Idaho Secretary of State is: 0000118918  
Address: 17122 E RIRIE HWY  
RIRIE, ID 83443-5028

## Entity Details:

Entity Status: Active-Existing  
This entity is organized under the laws of: IDAHO  
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W35426

## The registered agent on record is:

Registered Agent: CLARK G HAMILTON  
Registered Agent  
Physical Address  
17122 E RIRIE HWY  
RIRIE, ID 83443  
Mailing Address

## Agent or Address Change

☐ Select if you are appointing a new agent.

## Limited Liability Company Managers and Members

| Name              | Title   | Business Address                     |
|-------------------|---------|--------------------------------------|
| Kristi B Hamilton | Manager | 17122 E RIRIE HWY<br>RIRIE, ID 83443 |

The annual report must be signed by an authorized signer of the entity.

Job Title: Partner

Kristi B Hamilton

Sign Here

11/03/2023

Date



0005733333

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***ANNUAL REPORT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0005733333

Date Filed: 5/9/2024 4:11:13 PM

B0909-2647 05/09/2024 4:11 PM Received by Office of the Idaho Secretary of State

## Entity Name and Mailing Address:

Entity Name:

HAMILTON TRIPLE C FARM, LLC

The file number of this entity on the records of the Idaho  
Secretary of State is:

0000237464

Address

CLARK HAMILTON  
17122 E RIRIE HWY  
RIRIE, ID 83443-5028

## Entity Details:

Entity Status

Active-Existing

This entity is organized under the laws of:

IDAHO

If applicable, the old file number of this entity on the records of  
the Idaho Secretary of State was:

W75725

## The registered agent on record is:

Registered Agent

CLARK GRANT HAMILTON  
Registered Agent

Physical Address

17122 E RIRIE HWY  
RIRIE, ID 83343

Mailing Address

## Limited Liability Company Managers and Members

| Name              | Title   | Business Address                     |
|-------------------|---------|--------------------------------------|
| Kristi B Hamilton | Manager | 17122 E RIRIE HWY<br>RIRIE, ID 83443 |

The annual report must be signed by an authorized signer of the entity.

Job Title: Partner

*Kristi B Hamilton*

Sign Here

*05/09/2024*

Date

FARM LEASE

between

**The Church of Jesus Christ of Latter-Day Saints  
Idaho Falls ID Crops**

as Landlord

AND

**Hamilton Triple C Farms**

as Tenant

Date: **August 22, 2024**  
Auto ID: Taylorview  
Lease No.: **0001**  
Property No.: **100**  
Location: Bonneville County Idaho Falls  
Farm Name: **Idaho Falls ID Crops**

## FARM LEASE

This **FARM LEASE** (the “**Lease**”) is made and entered into as of **August 22, 2024** by and between **The Church of Jesus Christ of Latter-day Saints**, (“**Landlord**”), and **Hamilton Triple C Farms** (“**Tenant**”), collectively referred to as the “**Parties**” and individually as “**Party**.” The Parties hereby agree as follows:

### 1. BASE LEASE TERMS.

| (a)        | <b>Premises</b> | Tillable Acres: <b>220 Ac Dry Land</b><br>Government Program Acre(s): <b>0</b><br>County(ies): <b>Bonneville</b><br>State(s): <b>Idaho</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
|------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|----------|-----------|--------|-------------------------------|------------|--------|-------------------------------|---------|------------|--|---------|------------|--|---------|------------|--|---------|------------|--|---------|------------|--|---------|------------|--|---------|------------|--|----------|-------------|--|----------|-------------|--|----------|-------------|--|
| (b)        | <b>Term</b>     | # of year(s): <b>2025-2035 Crop Season</b><br>Commencement Date: <b>8/22/2024</b><br>Possession Date: <b>8/22/2024</b><br>Landlord signs the lease, whichever occurs last.<br>Expiration Date: <b>10/6/2035</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| (c)        | <b>Rent</b>     | Cash Rent of <b>\$35</b> per tillable acre:<br>Facilities of <b>0</b> per Lease Year<br>Grain Storage of <b>0</b> bushels, per Lease Year<br>Government Conservation Programs of <b>0</b> per Lease Year<br>Other Rent <b>0</b><br>Description Other Rent: <b>N/A</b><br><b><u>PAYMENT SCHEDULE</u></b> <table><tr><th>Date</th><th>Amount</th><th>Comments</th></tr><tr><td>5/15/2025</td><td>\$3850</td><td>1<sup>st</sup> half rent due</td></tr><tr><td>11/15/2025</td><td>\$3850</td><td>2<sup>nd</sup> half rent due</td></tr><tr><td>«Date3»</td><td>«Amount03»</td><td></td></tr><tr><td>«Date4»</td><td>«Amount04»</td><td></td></tr><tr><td>«Date5»</td><td>«Amount05»</td><td></td></tr><tr><td>«Date6»</td><td>«Amount06»</td><td></td></tr><tr><td>«Date7»</td><td>«Amount07»</td><td></td></tr><tr><td>«Date8»</td><td>«Amount08»</td><td></td></tr><tr><td>«Date9»</td><td>«Amount09»</td><td></td></tr><tr><td>«Date10»</td><td>«Amount_10»</td><td></td></tr><tr><td>«Date11»</td><td>«Amount_11»</td><td></td></tr><tr><td>«Date12»</td><td>«Amount_12»</td><td></td></tr></table> | Date | Amount | Comments | 5/15/2025 | \$3850 | 1 <sup>st</sup> half rent due | 11/15/2025 | \$3850 | 2 <sup>nd</sup> half rent due | «Date3» | «Amount03» |  | «Date4» | «Amount04» |  | «Date5» | «Amount05» |  | «Date6» | «Amount06» |  | «Date7» | «Amount07» |  | «Date8» | «Amount08» |  | «Date9» | «Amount09» |  | «Date10» | «Amount_10» |  | «Date11» | «Amount_11» |  | «Date12» | «Amount_12» |  |
| Date       | Amount          | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| 5/15/2025  | \$3850          | 1 <sup>st</sup> half rent due                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| 11/15/2025 | \$3850          | 2 <sup>nd</sup> half rent due                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date3»    | «Amount03»      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date4»    | «Amount04»      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date5»    | «Amount05»      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date6»    | «Amount06»      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date7»    | «Amount07»      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date8»    | «Amount08»      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date9»    | «Amount09»      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date10»   | «Amount_10»     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date11»   | «Amount_11»     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |
| «Date12»   | «Amount_12»     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |        |          |           |        |                               |            |        |                               |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |         |            |  |          |             |  |          |             |  |          |             |  |

|     |                                       |                                                                                                                               |                                 |
|-----|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| (d) | <b>Tenant's Share of Expenditures</b> | Tenant Pays the First Portion of Each Annual Cost                                                                             |                                 |
|     |                                       | <b>Expenditure:</b>                                                                                                           | <b>Maintenance or Repairs:</b>  |
|     |                                       | Lime                                                                                                                          | <b>100%</b> of total cost (p.6) |
|     |                                       | Grain Storage                                                                                                                 | N/A per year                    |
|     |                                       | Other Farm Buildings                                                                                                          | N/A per year                    |
|     |                                       | Irrigation Equipment                                                                                                          | N/A per year                    |
|     |                                       | Other Equipment:                                                                                                              | N/A per year                    |
| (e) | <b>Landlord's Notice Address</b>      | 139 E. South Temple, Suite 600<br>Salt Lake City, UT 84111-1103<br>Telephone (801) 715-9195<br>Rent should be paid to «Owner» |                                 |
| (f) | <b>Tenant's Notice Address</b>        | «17122 E. Ririe Hwy»<br>«Ririe Idaho 83443»<br>Attn: «Hamilton Triple C Farm»<br>Tel: «208-390-2675»<br>Fax: «Fax_No»         |                                 |
| (g) | <b>Insurance</b>                      | <b>Class of Insurance</b>                                                                                                     | <b>Required Amount</b>          |
|     |                                       | Commercial General Liability                                                                                                  | <b>\$ 2,000,000.00</b>          |
|     |                                       | Commercial Automotive Liability                                                                                               | <b>\$ 1,000,000.00</b>          |
|     |                                       | Worker's Compensation                                                                                                         | <b>State Law Requirements</b>   |
|     |                                       | Employers Liability:                                                                                                          |                                 |
|     |                                       | Bodily Injury by Accident (each accident)                                                                                     | <b>\$ 500,000.00</b>            |
|     |                                       | Bodily Injury by Disease (Policy limit)                                                                                       | <b>\$ 500,000.00</b>            |
|     |                                       | Bodily Injury by Disease (each employee)                                                                                      | <b>\$ 500,000.00</b>            |
|     |                                       |                                                                                                                               |                                 |

2. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord (i) the land composed of the approximate acreage located in the county(s) and state(s) (the "State(s)") set forth in the Base Lease Terms, more particularly described in Exhibit A attached hereto (the "Premises Land"), together with any improvements thereon, excluding the improvements set forth in the schedule attached hereto as Exhibit B (collectively, the "Premises"); (ii) together with any property affixed or used in connection with the operation and use of the Premises Land; and (iii) items used in connection with the operation of the Premises that are not affixed to the Premises Land and/or that may be classified as personal property, including but not limited to those items specified in the schedule attached hereto as Exhibit C (the "Personal Property"). The Parties acknowledge and agree that the use of any house or residence located on the Premises Land is integral to the use of the Premises for farming and agricultural purposes.

3. **TERM.** The term of this Lease (“**Term**”) shall be for the period set forth in the Base Lease Terms. The term “**First Lease Year**” shall mean the period commencing on the Commencement Date and ending on the first occurrence of the month and day of the Expiration Date. Thereafter, the term “**Lease Year**” shall mean a twelve month period commencing on the day following the end of the preceding lease year and ending on each subsequent occurrence of the month and day of the Expiration Date during the Term. The terms “**Commencement Date**” and “**Expiration Date**”, shall mean the dates set forth in the Base Lease Terms.

#### 4. **EARLY TERMINATION.**

4.1 **Early Termination.** Landlord shall have the right to terminate this Lease as to all or any portion of the Premises on the last day of each Lease Year upon giving Tenant written notice of the termination on or before the date which is sixty (60) days prior to the last day of the First Lease Year or, thereafter, the Lease Year upon which this Lease shall terminate (the “**Early Termination Date**”). In the event Landlord exercises this termination right, it is understood that Tenant may retain possession of the Premises and use good faith and diligent efforts to harvest the current growing crops before the Termination Date; however Tenant shall not plant any additional crops on the Premises after Tenant’s receipt of the notice. Tenant shall be obligated to pay Rent and the costs of utilities through the Termination Date. Within thirty (30) days after the Termination Date, Tenant shall provide Landlord with the following (collectively, “**Supporting Documentation**”): (i) invoices or statements showing the costs of utility service and water to the Premises after the Termination Date previously paid by Tenant; (ii) if Tenant fails to harvest the crops on the Premises despite its good faith and diligent efforts, a statement and supporting invoices, of the out-of-pocket costs incurred by Tenant to cultivate and plant the crops and Tenant’s associated overhead expenses; and (iv) any other documentation requested by Landlord supporting any amount claimed to be due to Tenant. Within thirty days after receipt of the Supporting Documentation, the release of any financing liens, and the surrender of the Premises in the condition required by this Lease, Landlord shall pay to Tenant the following (collectively, “**Reimbursable Costs**”): (a) any costs for utilities and water provided to the Premises after the Termination Date previously paid by Tenant; (b) the costs incurred by Tenant to cultivate and plant the Crops on the Premises (“**Direct Costs**”). Landlord may deduct and offset the amount of Rent, if any from the amount of Reimbursable Costs. If the amount of Rent exceeds the amount of Reimbursable Costs, Tenant shall pay the difference between the amount of Rent and the Reimbursable Costs to Landlord within thirty (30) days after demand from Landlord. To the extent Landlord deems it necessary, Landlord may repay crop financing directly to the creditor and deduct the cost thereof from any Reimbursable Costs due to Tenant. Except for the payment of these amounts from Landlord, Tenant waives any rights, claims or damages against Landlord for the early termination of this Lease, including, without limitation, anticipated profits or special or consequential damages.

4.2 **Right to Purchase Crop.** Landlord may, at its option, purchase from Tenant the crop growing or to be grown on the Premises by giving notification of intent to purchase at least four months prior to the commencement of harvest for a specific commodity. The quantity of that commodity available to be purchased by Landlord shall be limited to that portion remaining uncommitted for sale at the time notification of interest to purchase is given. Tenant shall notify Landlord of offers to buy said crop that Tenant is willing to accept and Landlord shall accept or reject said offer or offers within 24 hours of notice. In case the offer is rejected by Landlord,

Landlord may notify Tenant of its intent not to acquire all or any part of the crop or the parties may negotiate a price to purchase the crop which is acceptable to both parties. Details regarding the point of delivery, commodity, minimum standard, quantity required and agreed upon price shall be outlined in writing by Landlord 30 days prior to commencement of harvest.

5. **RENT.** Tenant shall pay Landlord fixed annual rent (“**Cash Rent**”) in the amounts and on or before the dates set forth in the Base Lease Terms. All amounts which Tenant is required to pay or discharge pursuant to this Lease in addition to the Cash Rent, including, but not limited to, the cost of utilities, insurance, maintenance and repairs, and all other sums owed by Tenant to Landlord or to any third parties by Tenant or Landlord on behalf of Tenant, together with every fine, penalty, interest and cost which may be added for non-payment or late payment, shall constitute “**Additional Rent.**” Cash Rent, and Additional Rent shall collectively be referred to herein as “**Rent.**” All payments of Rent due to Landlord shall be paid at the address set forth in the Base Lease Terms, and shall reference Landlord’s Property Reference. Acceptance of any Rent by Landlord shall not be deemed a waiver of any default by Tenant of any term or condition of this Lease nor of any right or remedy available to Landlord under this Lease, at law or in equity.

6. **INTEREST AND LATE CHARGES.** If any payment of Rent is not received by Landlord within seven (7) calendar days from the date when due, Tenant shall pay Landlord a late charge equal to five percent (5%) of such amount. Acceptance of any late charge shall not constitute a waiver of Tenant’s default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease, at law or in equity. In addition to any late charge, if any payment of Rent is not received by Landlord within ten (10) days from the date when due, such unpaid amounts shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid, but in no event shall interest be more than the highest rate allowed under the laws of the State. Any check from Tenant which is dishonored shall be subject to a one hundred dollar (\$100.00) service charge.

7. **TAXES.** Landlord shall pay all real estate taxes due and owing on the Premises and the Personal Property of the Landlord. Tenant shall pay all taxes and assessments due on its personal property used or kept on the Premises, and Tenant shall pay any taxes imposed by the governmental authority on rental payments or on the leasehold separate from ad valorem taxes of the real estate. Tenant may not take any action which in any way may create, terminate, modify, or impair the status of the Premises, or any part thereof, as land devoted to agricultural use or similar usage that would qualify or entitle the Premises to a more favorable or lower tax assessment, valuation or rate, or to a tax deferment, rebate or refund. Tenant hereby indemnifies Landlord from any adverse tax consequences due to any act or omission by Tenant or Tenant’s Agents.

8. **UTILITIES.** Landlord shall pay before delinquency all charges and assessments for utility services provided to the Premises, including, without limitation, electricity, gas, culinary water, telephone, and television/cable/satellite service. If any utility service to the Premises is not separately metered to the Premises, the cost of such utility service will be equitably allocated to the Premises. If Landlord pays the cost of any utility service to the Premises, Tenant shall reimburse Landlord such amount within thirty (30) days after the date of a notice or invoice from

Landlord demanding the same. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being provided to the Premises and Tenant waives any and all claims Tenant may otherwise have against Landlord as a result of such failure or interruption. No such failure or interruption shall be deemed an eviction of Tenant, nor entitle Tenant to terminate this Lease, discontinue or abate the payment of any Rent or any other amount due hereunder.

**9. WATER.** Land owner has no water rights associated with this property

**10. GOVERNMENT CONSERVATION PROGRAMS.** Tenant covenants and agrees to cooperate: (i) in the operation of all government conservation and other programs pursuant to all applicable laws, rules, and regulations; (ii) in the formulation and implementation of a plan (the "**Plan**"); and (iii) entering into a contract (the "**Contract**") relating to the conversion of the applicable erodible crop or farmland into a less intensive use, as contemplated under said programs, laws, etc. Tenant shall comply with the Plan until the expiration of the Contract or earlier expiration or termination of this Lease. If Tenant does not comply with the terms and conditions of the Plan or Contract, or transfers its interest in the Plan or Contract prior to the expiration of the Lease in violation hereof, Tenant agrees to indemnify, defend and hold Landlord harmless for any costs, losses, damages, and penalties imposed by any governmental agency relating to or resulting from said action(s) and/or failure(s) to act.

**11. USE, NUISANCE AND RESTRICTIONS.**

**11.1 Use of Premises.** During the Term of this Lease, Tenant shall continuously use and maintain the Premises in a good and husbandlike manner in accordance with the best practices of the farming industry where the Premises are located, subject to the terms and conditions of this Lease, as set forth in the Base Lease Terms.

**11.2 Restricted Uses.** Tenant shall not commit, suffer nor allow any of the following to be done or conditions to exist on the Premises, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion: (i) any waste, loss, or damage to the Premises or the Personal Property; (ii) cut or damage any beneficial tree, vine, or shrub without Landlord's written consent or damage any ditch, canal or waterway; (iii) any public or private nuisance; (iv) any business, trade or activity which, in Landlord's sole opinion, is noxious, unreasonably noisy or offensive; (v) any action that defaces, damages or harms the Premises, (vi) the installation, maintenance, or use of an underground storage tank; (vii) placement of any non-operative automobile or motor vehicle or any debris, refuse or trash on the Premises; (viii) plow any existing pasture or meadow land; (ix) planting, growing, cultivating, harvesting or selling: (a) tobacco or any form thereof, (b) grapes to be used in the production of wine or other liquor or alcoholic beverage, (c) barley, hops or other products to be used in production of beer or other liquor or alcoholic beverage, (e) products used in tea, and (f) marijuana and/or substance that is considered a controlled substance; and (x) any conduct or condition which, in Landlord's sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

**11.3 Management and Operation.** Tenant, at its sole cost and expense, shall do the following: (i) use good faith and diligent efforts to keep the Premises free and clear of weeds and

noxious vegetation; (ii) make all reasonable efforts to protect the Premises from infestations of insects, pests, contagious and infectious diseases and use standard disease control treatments; (iii) make all reasonable efforts and use prudent prevention techniques to preserve the top soil on the Premises from erosion or depletion; (iv) take proper care of merchantable timber, and prevent injury to, all beneficial trees, timber, vines, and shrubs; (v) abate dust upon the property as required or encouraged by any governmental authority having jurisdiction of the Premises; (vi) apply reasonable amounts of fertilizers and other soil nutrients as dictated by good farming practices and to follow any management practices regarding the application of nitrogen fertilizers recommended or required by governmental authority; and (vii) keep the farmstead neat and orderly and free from debris and refuse. Within thirty (30) days after each Lease Year, Tenant shall provide Landlord with report of the previous years' crops acreage, yield, and any other information requested by Landlord. Tenant shall further provide Landlord with copies of soil tests taken at least once during the term of the Lease.

**12. MAINTENANCE AND REPAIRS.** Tenant shall, at its sole cost and expense, keep, maintain, repair and replace (except for "Landlord's Replacements" – see Section 13) the Premises, the Personal Property, and every part thereof, in good and operating condition and in accordance with manufacturer guidelines and recommendations up to the applicable limit stated in the base terms of the Lease. Tenant shall be liable for all loss, damage or injury to the Premises, the Personal Property, and any other property located on the Premises resulting from Tenant's acts or omissions, including Tenant's negligence in making, or failure to make, any repairs or replacements required to be made by Tenant. Tenant expressly waives the right to make repairs at the expense of Landlord provided for in any Laws now in effect or hereafter enacted.

**13. CAPITAL IMPROVEMENTS/REPLACEMENTS.** Notwithstanding Section 15, should any structure, improvement or Personal Property on the Premises be damaged to such an extent that it cannot be repaired and therefore, must be replaced (provided that the item was properly maintained by Tenant), such replacement will be deemed a capital improvement. **ANY CAPITAL IMPROVEMENTS TO THE PREMISES AND/OR THE PERSONAL PROPERTY CANNOT BE MADE WITHOUT OBTAINING THE PRIOR WRITTEN APPROVAL OF LANDLORD.** The foregoing to the contrary notwithstanding, should the damage be caused in whole, or in part, by Tenant's negligence, or from improper operation or maintenance by Tenant, the total cost of replacement will be borne by Tenant. In the event that Tenant shall fail to make any Tenant's Replacement as required under this Lease, Landlord may but shall not be obligated to make said Tenant's Replacement, the cost of which shall be charged to Tenant as Additional Rent.

**13.1 Land Re-Leveling.** Land re-leveling shall be mutually agreed to by Landlord and Tenant. Any such expenditure shall be cost shared with Tenant paying the first fifty percent (50%) of the total cost and Landlord paying for the remaining balance of the total cost. The Tenant cost will be amortized over a ten year period. In the event the property is not leased to Tenant for the ten-year amortization period, Tenant will be refunded the un-amortized portion of Tenant cost.

**13.2 Drainage Tile.** Tile and installation shall be mutually agreed to by Landlord and Tenant. Any such expenditure shall be cost shared with Tenant paying the first one-third (1/3) of

the total cost and Landlord paying for the remaining balance of the total cost. The Tenant cost will be amortized over a ten year period. In the event the property is not leased to Tenant for the ten-year amortization period, Tenant will be refunded the un-amortized portion of Tenant cost.

**13.3 Lime.** Lime application will be based upon soil tests and mutually agreed to by Landlord and Tenant. Any such expenditure shall be cost shared with Tenant paying the first «Lime» of the total cost and Landlord paying for the remaining balance of the total cost. The Tenant cost will be amortized over a three-year period. In the event the property is not leased to Tenant for the three-year amortization period, Tenant will be refunded the un-amortized portion of Tenant cost.

**14. COMPLIANCE WITH LAWS.** Tenant shall comply with any and all Laws. “Laws” means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, including, without limitation, the Occupational Safety and Health Act, the Fair Labor Standards Act, the Federal Migrant and Seasonal Agricultural Worker Protection Act, the Americans’ with Disabilities Act, any wage and hour laws (and any analogous acts of the State), any and all rules and regulations of the United States Department of Agriculture and of the Department of Agriculture of the State, and/or any Environmental Laws, which now or at any time hereafter may be applicable to the Premises or any part thereof. Tenant shall promptly submit to Landlord copies of all documents, including reports, submissions, notices, orders, directives, findings and correspondence made by Tenant to any person or governmental authority, or given by any governmental authority or person to Tenant pursuant to any Laws.

**15. CONDITION OF THE PREMISES.** Tenant represents to Landlord that Tenant has inspected the Premises prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes hereunder and **TENANT ACCEPTS THEM IN THEIR “AS IS”, “WHERE IS” CONDITION AND “WITH ALL FAULTS”. TENANT HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION, USE, QUALITY, FITNESS OR ADEQUACY OF THE PREMISES AND THE SUITABILITY OR QUALITY OF THE SOIL, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**16. HAZARDOUS MATERIALS/POISONS.**

**16.1 Tenant Covenant.** Except for the Permitted Materials and the limited quantity of gasoline and/or diesel fuel permitted to be stored on the Premises subject to the terms and conditions of Section 16.3, Tenant covenants that Tenant and anyone acting by, through, or under Tenant, will not, through its acts or omissions, cause or permit any Hazardous Materials to be placed, held, located, Released or disposed of on, under or at the Premises as permitted herein. The term “**Hazardous Materials**” shall mean any substance or material which is defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “acutely hazardous wastes,” “restricted hazardous waste,” “toxic substances,” or “known to cause cancer or reproductive toxicity” (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other

chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources ("**Environmental Law**"). "**Release**" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the Premises or adjacent property, or disposing of Hazardous Materials into the environment.

**16.2 Use of Permitted Materials.** Tenant may store upon the Premises and use only those herbicides, fertilizers or other foreign chemicals or substances that are approved by the United States Department of Agriculture and by the Department of Agriculture of the State in the minimal quantities required by Tenant's operations ("**Permitted Materials**"). Any and all such materials and substances shall be applied in strict compliance with instructions contained on the label or furnished by the manufacturer thereof. Tenant shall keep appropriate records regarding the application of the Permitted Materials and provide copies of such records to Landlord upon Landlord's request. No experimental poisons or pesticides or sewage sludge or other byproduct of sewage shall be applied to the Premises or the Crops. No soil-applied sterilant or semi-sterilant, with the exception of fumigants used in growing crops, shall be applied to any portion of the Premises without the prior written consent of Landlord. Tenant shall not apply any organic material, for example manure, on the Premises without the prior written consent of Landlord, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of Landlord. In the event that Landlord gives such consent, Tenant shall keep appropriate records regarding the application of any such organic material, and make those available to Landlord at its request. Landlord may require additional soil testing before any organic material application(s) in Landlord's sole discretion.

**16.3 Use of Gasoline and/or Diesel Fuel.** Tenant shall not store gasoline and/or diesel fuel upon the Premises without prior written consent of Landlord, which consent is hereby granted with respect to currently existing irrigation fuel supply tanks on the farm. Gasoline and/or diesel fuel shall only be stored in above-ground leak-proof containers within a proper containment structure in accordance with all relevant Laws and regulations with the exception of the above mentioned irrigation motor supply tanks. The transfer of any gasoline or diesel fuel to vehicles or machinery must be done in accordance with all relevant Laws and regulations, and Tenant shall take prudent measures to prevent gasoline or diesel fuel from contacting any soil.

**16.4 Release of Hazardous Material/Poisons.** In the event a Release of Hazardous Materials or Poisons (excluding the permitted quantity of Permitted Materials) or violation of any Environmental Laws, **Tenant shall immediately notify Landlord of any such discovery.** If the Hazardous Materials/Poisons have been Released by Tenant or Tenant's Agents (whether such Release is discovered by Tenant or Landlord during the Term of this Lease or following the termination of the Lease), Tenant shall, at its sole cost and expense, comply with all Environmental Law to remedy the situation, including, without limitation, promptly conducting a site assessment, taking immediate action required for containment of the Release, and preparing and implementing a plan for the clean-up of the Release. Tenant shall properly dispose of any Hazardous Materials and Permitted Materials permitted to be used and stored on the Premises by licensed haulers to licensed facilities in accordance with Environmental Law. Tenant shall sign

all documentation and waste manifests required to facilitate such transportation and disposal, and Tenant shall at all times be deemed the transporter/generator of any such Hazardous Materials, contaminated soil, groundwater or rinse water. Tenant shall provide copies of waste manifests, bills of lading or other related documentation upon request by Landlord. Tenant shall promptly provide Landlord with notice of any discovery of any Hazardous Materials located on the Premises, or any notices or correspondence related to the presence of Hazardous Materials or any claim made or threatened, concerning Hazardous Materials associated with the Premises or Tenant's operations thereon. Tenant's representations, warranties, indemnifications and obligations under this Section 16 shall survive the expiration or termination of this Lease.

**17. FIXTURES AND EQUIPMENT.** Tenant shall have the right to place any fixtures, equipment, furnishings, and other removable personal property (collectively, "**Tenant's Property**") on the Premises, provided that such installation shall not involve structural alteration to the Premises.

**18. ALTERATIONS.** Tenant shall not make any additions, alterations or improvements, or erect any structures, buildings, fences, or other improvements, permanent or temporary (collectively, "**Alterations**") to the Premises without obtaining the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. All work with respect to any Alterations shall be done in a good and workmanlike manner, and the work shall be expeditiously completed in compliance with all Laws applicable thereto. On or before the expiration or earlier termination of the Lease, Tenant, at its sole cost and expense, shall remove all Alterations from the Premises, unless otherwise directed by Landlord. If Landlord directs that any Alterations remain on the Premises, such Alterations shall be deemed part of the Premises and shall become the property of Landlord.

**19. LIENS.** Tenant shall not do any act or make any contract so as to encumber or affect in any manner the title or rights of Landlord in the Premises. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant. Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to or for Tenant or persons claiming under Tenant. If Tenant shall be in default in paying any charge for which a bond or other lien claim has been filed and shall not have given Landlord security to protect the Premises and Landlord, then Landlord may, but shall not be obligated to, pay the claim. The total amount of the claim together with any costs and attorneys' fees incurred by Landlord in connection therewith, shall be immediately due and owing from Tenant to Landlord, as Additional Rent.

**20. SURRENDER.** Tenant shall, upon the expiration of the Term or earlier termination of this Lease, peacefully surrender the Premises to Landlord in substantially the same condition as it was received by Tenant, ordinary wear and tear and cultivation of the Crops excepted, and deliver to Landlord all keys associated with the Premises. Tenant acknowledges the fixed nature of the Term, and agrees that any Crops or Personal Property remaining on the Premises after the expiration of the term or the earlier termination of the Lease shall, at the election of Landlord, become the property of Landlord and shall be deemed abandoned in accordance with the Laws of the State. Tenant hereby waives any and all rights in the Crops and the right to compensation for

any work or soil preparation performed by Tenant (except for Reimbursable Costs allowable upon early termination pursuant to Section 4.1), including any rights arising under any Laws and the doctrine of emblements. Landlord shall have the right to remove, store, sell and dispose of such Crops and Personal Property and retain any proceeds derived therefrom pursuant to any and all applicable Laws.

## **21. INDEMNIFICATION.**

**21.1 Indemnification.** Tenant hereby releases, indemnifies, holds harmless and agrees to defend Landlord and any entity controlling, controlled by or under common control with Landlord (“**Landlord’s Affiliates**”) and the officers, directors, shareholders, employees, representatives, servants, agents, successors and assigns of Landlord and Landlord’s Affiliates (collectively, “**Landlord’s Parties**”) for, from and against any and all claims, causes of action, damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses (including, without limitation, engineers’ and consultants’ costs, attorneys’ fees and reasonable investigative and discovery costs) arising prior to, during or after the term of this Lease on account of or in connection with, or directly or indirectly related to: (i) the acts or omissions of Tenant, its agents, servants, employees, contractors, guests and invitees (“**Tenant’s Agents**”); (ii) Tenant’s use and occupancy of the Premises, or any work or activity allowed or suffered by Tenant to be done in, on or about the Premises; (iii) the violation of any Laws by Tenant or Tenant’s Agents; (iv) the presence, use, generation, storage, or Release of Hazardous Materials (including the Permitted Materials) in, on, under, or above the Premises or adjoining property during Tenant’s occupancy or use of the Premises; and (v) any breach of the representations, warranties and obligations of Tenant contained in this Lease. Without limiting the foregoing, this indemnification shall include any and all costs incurred due to any investigations of the Premises and adjoining property or any cleanup, removal, repair, remediation, detoxification or restoration of the Premises related to the Release of Hazardous Materials, and the preparation of any closure or other plans required or permitted by any governmental authority. Tenant’s obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or earlier termination of this Lease, as to claims arising or accruing prior to the expiration or earlier termination of this Lease. Tenant does not indemnify Landlord against any injury, loss of life, or damage which is caused by the sole negligence or willful misconduct of Landlord, its agents, servants or employees.

**21.2 Release.** Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause whatsoever, and hereby releases, remises, acquits and discharges Landlord, Landlord’s Affiliates and Landlord’s Parties from any such damage or injury on behalf of Tenant, and Tenant’s Agents. Tenant waives and releases all claims against Landlord, Landlord’s Affiliates and Landlord’s Parties for which Landlord has disclaimed liability or responsibility pursuant to the provisions of this Lease. In addition Landlord, Landlord’s Affiliates, and Landlord’s Parties shall not be liable for any loss, injury, death, or damage (including any consequential damage) to persons, property, or Tenant’s business resulting from any theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, fire, explosion, collapse of a structure, falling object, steam, water, rain, snow, ice, breakage, leakage, obstruction, or other

defects in, on or about the Premises excepting any injury, loss of life, or damage which is caused by the gross negligence or willful misconduct of Landlord, its agents, servants or employees.

## **22. INSURANCE.**

**22.1 Commercial General Liability Insurance.** Tenant shall obtain and thereafter maintain, at its sole cost and expense, a policy of commercial general liability insurance insuring Tenant's interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises and the ways immediately adjoining the Premises, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than the amount set forth in the Base Lease Terms for total claims for any one occurrence.

**22.2 Commercial Automobile Liability Insurance.** Prior to taking possession of the Premises, Tenant shall obtain and thereafter maintain, at its sole cost and expense, a Commercial Automobile Liability with a "Combined Single Limit" (covering personal injury liability, bodily injury liability, and property damage liability) of not less than the amount set forth in the Base Lease Terms for total claims for any one occurrence.

**22.3 Workers' Compensation and Employer's Liability Insurance.** If Tenant is subject to Workers' Compensation and Employer's Liability under local State law, Tenant agrees to maintain and keep in force during the Term hereof: (a) Workers' Compensation Insurance and (b) Employer's Liability Insurance of not less than the amount set forth in the Base Lease Terms. Tenant agrees to indemnify and hold landlord harmless from all liability and costs including attorney's and court costs relating to any workers' compensation claim.

**22.4 Waiver of Certain Rights.** With respect to any loss or damage that may occur to the Premises, the Personal Property, the property of Tenant, arising from any peril customarily insured under an all risk insurance policy, regardless of the cause or origin including Workers' Compensation matters, excluding willful acts but including negligence of Landlord, Landlord's Affiliates and Landlord's Parties, Tenant hereby releases Landlord's Parties from all claims with respect to such loss; and Tenant agrees that its insurance company shall have no right of subrogation against Landlord's Parties on account of any such loss, and Tenant shall procure from its respective insurers under all such policies a waiver of all rights of subrogation against Landlord's Parties which the insurers might otherwise have under such policies.

**22.5 Policy Requirements.** Landlord shall be endorsed as an additional insured on the policy of Commercial General Liability Insurance required to be maintained by Tenant herein. The insurance policies and certificates required by this Section shall require the insurance company to furnish the other Party thirty (30) days' prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. If Tenant fails to procure and maintain such coverage as is required hereunder, Landlord may, but shall not be required to, procure and maintain such insurance coverage at the expense of Tenant. The insurance which Tenant is required to carry hereunder shall be with companies satisfactory to Landlord. Prior to taking possession of the Premises, Tenant shall deliver to Landlord copies of policies of all required insurance or, at Landlord's sole election, certificates of insurance evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to

Landlord. Tenant shall, on an annual basis, concurrently with renewal of its insurance policies, provide to Landlord copies of the renewed or replacement policies and/or original renewed certificates of insurance. All policies to be maintained by Tenant shall be primary policies and not contributing with or as excess coverage for any insurance carried by Landlord.

**23. DAMAGE OR DESTRUCTION.** If any portion of the Premises (including any Personal Property) is damaged or destroyed by fire or other casualty or any other cause, Rent shall abate to the extent Tenant cannot use the Premises for the permitted use set forth in this Lease. Such abatement shall be tenant's sole remedy.

**24. CONDEMNATION.** If any portion of the Premises is taken under the power of eminent domain, this Lease shall automatically terminate as to that portion of the Premises so taken. Landlord shall be entitled to the entire award or compensation relating to the value of the Premises or diminishment in value thereof. Subject to Landlord's security interest in the crops, Tenant shall be entitled to that portion of the amount awarded which relates to the Tenant's share of the crop which may be condemned. The Cash Rent shall abate to the degree any cultivated portion of the Premises is taken effective as of the date Tenant no longer may use the taken portion of the Premises.

**25. ASSIGNMENT AND SUBLETTING.** Tenant shall not voluntarily or involuntarily assign, transfer, mortgage, pledge, or encumber this Lease or any interest therein, and shall not sublet or grant any right by license, or otherwise in the Premises or any part thereof, or assign, sublet or enter into any agreement for crop sharing, without the prior written consent of Landlord which may be granted or withheld in Landlord's sole discretion. Any consent to an assignment of the Lease or to a sublease of the Premises shall pertain solely to the assignment or sublease requested, and shall not pertain to any subsequent or further assignment of the Lease or the sublease of the Premises.

**26. DEFAULT BY TENANT.**

**26.1 Tenant's Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant: (a) Failing to pay any Rent or any other charges when due and such failure continues for ten (10) days after written notice thereof from Landlord to Tenant; (b) Failing to abide by the use restrictions set forth in Section 11; (c) Failing to promptly and fully perform any other covenant, condition or agreement contained in this Lease should such failure continue for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, if the failure to perform is such that it cannot reasonably be cured within thirty (30) days, no default shall occur if Tenant commences to cure within said thirty (30) day period and diligently prosecutes such curing to completion; (d) Permitting Tenant's assets to be placed in the hands of a receiver or trustee for a period in excess of thirty (30) days; making an assignment for the benefit of creditors; instituting any proceedings under any bankruptcy act wherein Tenant seeks to be adjudicated a bankrupt, to be discharged of its debts, or to effect a plan of liquidation, extension or reorganization; failing to have dismissed within sixty (60) days any involuntary proceeding filed against Tenant under any bankruptcy act; becoming insolvent; or failing to have dismissed within thirty (30) days any proceedings seeking to execute or levy against or attach fifty percent (50%) or more of Tenant's assets; (e) Causing or permitting to be caused a violation of any Laws, including Environmental Laws. Any notice

provided above shall be in lieu of and not in addition to any notice required by any Laws, except as otherwise not permitted by the Laws of the State.

**26.2 Remedies.** In the event of Tenant's default hereunder, Landlord may: (i) perform such obligations on behalf of Tenant, whereupon Tenant shall reimburse Landlord for the costs incurred as Additional Rent within ten (10) days after demand; (ii) terminate this Lease by written notice to Tenant; (iii) proceed under the Laws of the State to re-enter and take possession of the Premises, expelling Tenant therefrom and relet the Premises without terminating the Lease, with Tenant to be liable for costs and expenses of reletting as well as any difference in Rent through the remainder of the Term; and/or (iv) pursue any and all remedies available at law or in equity, including injunctive relief. Should Landlord elect to terminate this Lease, Landlord may recover any and all damages permitted by law.

**27. WAIVER OF NOTICE.** Notwithstanding any other provision contained in this Lease relating to notice: (i) if the Tenant is required to comply with any governmental regulation or order within a period less than that to which Tenant would otherwise be entitled to notice hereunder, Tenant shall not be entitled to notice from Landlord beyond the period within which such compliance may be required by such regulation or order; or (ii) if the Premises require emergency repairs which Tenant would otherwise be obligated to make under this Lease, but which Tenant is then unable or unwilling to make, Landlord may, without notice, elect to make such repairs for the account and at the expense of Tenant. Any amount so paid shall be immediately due and owing from Tenant to Landlord as Additional Rent.

**28. SECURITY INTEREST.**

**28.1 Security Interest. IN CONSIDERATION OF LANDLORD'S AGREEMENT TO LEASE THE PREMISES AND PERSONAL PROPERTY TO TENANT AND IN ORDER TO SECURE THE PAYMENT OF ALL RENT DUE AND TO BECOME DUE HEREUNDER, TENANT GRANTS LANDLORD A SECURITY INTEREST IN AND TO: (I) ALL CROPS GROWING OR TO BE GROWN ON THE PREMISES; (II) ALL FARM PRODUCTS DERIVED FROM SUCH CROPS; (III) THE PROCEEDS AND PRODUCTS FROM THE CROPS AND FARM PRODUCTS; (IV) ALL PROCEEDS OF INSURANCE ARISING FROM THE DAMAGE OR DESTRUCTION OF THE CROPS AND FARM PRODUCTS; (V) ALL SEEDS, FERTILIZERS, AND OTHER SUPPLIES USED IN THE GROWING PROCESS AND ALL WAREHOUSE RECEIPTS AND DOCUMENTS OF TITLE RELATING TO SAID CROPS; AND (VI) ALL CONTRACT RIGHTS AND UNITED STATES GOVERNMENT AND/OR STATE AGRICULTURAL FARM PROGRAM PAYMENTS, WHETHER PAYABLE IN CASH OR IN KIND, INCLUDING THE PROCEEDS AND PRODUCTS FROM SUCH RIGHTS (COLLECTIVELY, THE "COLLATERAL"). IN THIS CONNECTION, TENANT GRANTS LANDLORD ALL RIGHTS OF A SECURED CREDITOR UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE ("UCC"). LANDLORD HEREBY RESERVES ITS RIGHTS UNDER ANY STATUTORY LIEN OF THE STATE.**

**28.2 Tenant's Obligations.** Tenant hereby agrees to the following: (a) allow Landlord to examine and inspect the Collateral at all reasonable times; (b) use due care in maintaining and

protecting the Collateral; (c) keep the Collateral insured against risk of loss or damage by fire, theft and other casualties (all losses shall be payable to Landlord and/or Tenant as their interests may appear); (d) prevent the Collateral or any part thereof from being wasted or destroyed (Tenant shall not use any portion of the Collateral in violation of any applicable Laws or policy of insurance thereon, and Tenant shall furnish Landlord with such reports and other information concerning the Collateral as Landlord reasonably requests from time to time); (e) execute all financing statements and provide all information and documents necessary to satisfy the requirements under the UCC and the Food Security Act, Pub. L. 99-198, Title XI ("FSA") and any amendments thereto or regulations thereunder (Tenant agrees that the carbon or photocopy of the original of any such executed writing or form shall be deemed signed by Tenant, for all purposes under the FSA and the UCC); (f) authorize Landlord (i) to file financing statements and any and all amendments and continuations thereof without Tenant's signature thereon or (ii) to sign Tenant's signature to financing statements and effective financing statements and any and all amendments and continuations thereof in order to effectuate Landlord's rights under this Section (Tenant grants Landlord an irrevocable power of attorney, deemed coupled with an interest, for such purpose); (g) perform, at Landlord's request, such other acts as are necessary to protect Landlord's rights under this Section; and (h) send all notices regarding Landlord's security interest in the manner prescribed in Paragraph 30 or as required under the UCC and/or FSA. In the event the amount, year, description, county or other location of any farm product changes by reason of an act or omission of Tenant or any third party, any amendment of an effective financing statement or notice of security interest under the FSA for such purpose shall be deemed signed by Tenant if the original, carbon, or photocopy of the original effective financing statement or notice of security interest is attached to such amendment. In addition, Tenant hereby grants to Landlord an irrevocable power of attorney, deemed coupled with an interest, for the purpose of signing any such amendment in the name of Tenant. Such power of attorney shall terminate only upon full payment and satisfaction of all secured obligations.

**28.3 Approved Buyers.** Tenant may sell or otherwise dispose of the Collateral to one or more of the firms or individuals listed on Exhibit D attached hereto. Tenant will not sell, suffer encumbrance upon, or otherwise dispose of the Collateral to anyone not set forth on Exhibit D, attached hereto and incorporated herein, unless Tenant notifies Landlord by telephone or facsimile and confirms in writing (on the date of the telephonic or facsimile notice) Tenant's desire to sell or otherwise dispose of the Collateral to such person at least seven (7) days prior to the sale or other disposition. Landlord shall have seven (7) days to respond after it has received notice of a proposed sale or disposition. Tenant hereby expressly authorizes Landlord to disclose the existence of its security interest to any buyer, commission merchant or selling agent, as such terms are used in the FSA, whether or not listed on Exhibit D within said seven (7) day period. Landlord or its agents will utilize the form shown as Exhibit E hereto.

**28.4 Sale of Collateral.** Until written notice from Landlord or until the occurrence of an event of default, Tenant may sell farm products for cash at fair market value at or through those parties described in Exhibit D or approved as provided above. All approved or unapproved transfers or encumbrances shall be subject to Landlord's security interest, which shall survive such transfer and continue in full force and effect. Such security interest in transferred or encumbered Collateral shall be extinguished only upon the filing of a written release executed by Landlord or by Landlord's receipt and unqualified acceptance of all cash and non-cash proceeds of any authorized transfer. In the event of a sale of only a portion of the Collateral, Landlord

also may condition release of this security interest in the sold Collateral upon arrangements satisfactory to Landlord for disposition of all other farm products then constituting Collateral for the secured obligations. Nothing herein, nor any action taken by Landlord pursuant hereto shall be construed in any way to constitute or imply authorization of Tenant to sell or otherwise dispose of Collateral free of the security interest.

**28.5 Acknowledgment of Penalties.** Tenant is hereby advised that any sale of farm products which are a part of the Collateral to a buyer or through a commission merchant or selling agent not included on Exhibit D, or approved as provided above, may result in a fine under the FSA of \$5,000 or 15% of the value or benefit received for such farm product, whichever is greater, unless the Tenant (a) has notified the Landlord in writing of the identity of the buyer, commission merchant, or selling agent at least 7 days prior to such sale; or (b) has accounted to the Landlord for the proceeds of such sale no later than 10 (ten) days after such sale.

**29. COSTS AND ATTORNEYS' FEES.** In the event either Party brings or commences a legal proceeding to enforce any of the terms of this Lease, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and all other associated costs from the other Party, to be fixed by the court in the same action. The term "legal proceedings" shall include appeals from a lower court judgment and bankruptcy proceedings. The "prevailing Party" means the Party who substantially obtains the relief sought.

**30. NOTICES.** ALL NOTICES, REQUESTS, DEMANDS, AND OTHER COMMUNICATIONS HEREUNDER SHALL BE IN WRITING AND SHALL BE GIVEN BY (I) ESTABLISHED EXPRESS DELIVERY SERVICE WHICH MAINTAINS DELIVERY RECORDS, (II) HAND DELIVERY, OR (III) CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE PARTIES AT THE ADDRESSES SET FORTH IN THE BASE LEASE TERMS, OR AT SUCH OTHER ADDRESS AS THE PARTIES MAY DESIGNATE BY WRITTEN NOTICE IN THE ABOVE MANNER. Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

**31. RIGHT OF ENTRY.** In addition to its rights otherwise provided in this Lease, Landlord reserves and shall at any and all reasonable times have the right to enter the Premises to inspect the same, perform tests and studies, remediate Hazardous Material, to submit the Premises to prospective purchasers or Tenants, and to post notices of non-responsibility, all without abatement of Rent. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by Landlord's entry as provided in this Section. Tenant shall permit Landlord to place upon the Premises signs advertising the Premises for sale.

**32. NO RECOURSE.** Notwithstanding anything herein to the contrary, Tenant agrees that any claim against Landlord shall be limited to the real property and improvements located within or on the Premises. Tenant hereby waives its rights to make any claim or demand against any other property or assets of Landlord unrelated to the Premises.

**33. RESERVATION OF RIGHTS.** Landlord reserves the right to use any and all roads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the Premises. Landlord further reserves and retains exclusive hunting, fishing and trapping rights and privileges on the Premises except as specifically granted under this LEASE. Landlord also reserves and retains the right to any timber, top soil, soil and agricultural bi-products on the Premises. Landlord also reserves and retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the Premises Land (collectively, "**Mineral Rights**"), and the Parties acknowledge and agree that the Mineral Rights are not included as part of the Premises. Tenant acknowledges and agrees that this Lease is subject to the reservation of the Mineral Rights, and that Landlord and/or other owners or lessees of the Mineral Rights have the right to enter upon the Premises Land to prospect for, drill for, produce, mine, extract, remove, inject and store such oil, gas and other minerals in, on, from and through the Premises. Landlord shall not be liable for, but agrees to cooperate and assist Tenant in obtaining reimbursement for, any damage to the Crops, improvements and personal property that may be caused by any entity holding Mineral Rights associated with the Premises.

**34. MISCELLANEOUS PROVISIONS.**

**34.1 Remedies Not Exclusive; No Waiver.** The various rights and remedies herein contained shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or remedy by either Party shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver. The waiver by Landlord of a breach of any term, covenant, or condition contained in this Lease shall not be treated as a continuing waiver of such term covenant, or condition, or as a waiver of any future breach of the same.

**34.2 Waiver of Jury Trial.** The Parties expressly waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other, on any matter whatsoever arising out of or in any way connected with this Lease or their relationship arising hereunder.

**34.3 Dispute Resolution.** In the event Tenant believes that Landlord has failed to perform its obligations under this Lease or that Tenant is entitled to any claim against Landlord, Tenant shall provide written notice to Landlord describing the claim and providing Landlord with documentation, to the extent available, supporting the claim. Landlord shall have thirty (30) days to evaluate and respond to Tenant's claim. If the Parties cannot amicably resolve the Tenant's claim, Tenant shall have the right to pursue any remedies available at law or in equity. Tenant waives the right to proceed with immediate formal legal proceedings unless the above procedure is followed.

**34.4 Severability.** If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision or persons or circumstances other than those to which it is invalid and unenforceable, shall not be affected thereby, and such term or provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

**34.5 Headings.** The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles.

**34.6 Singular Includes Plural.** When required by context, the singular shall include the plural and the neuter gender shall include a person, corporation, firm or association.

**34.7 Integration; Amendment in Writing.** This Lease is and shall be considered to be the only agreement or understanding between the Parties with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both Parties have been incorporated herein. It may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to writing and executed by the Parties.

**34.8 Successors and Assigns.** Subject to Section 24, all of the rights and obligations of the Parties under this Lease shall be binding upon and inure to the benefit of the respective heirs, executors, and permitted successors and assigns of Landlord and Tenant.

**34.9 Effect of Conveyance.** If during the Term of this Lease Landlord sells or conveys its interest in the Premises or this Lease, then from and after the effective date of such sale, Landlord shall be released and entirely discharged from any and all further obligations and responsibilities under this Lease. Landlord shall provide Tenant with written notice of the sale of its interest in the Premises; provided, failure to provide such notice shall not defeat the release and discharge contained in this Section.

**34.10 Remedies; Choice of Law.** This Lease shall be governed by the laws of the State.

**34.11 Authority.** If Tenant is a corporation, limited liability company, partnership or other separate legal entity, each individual executing this Lease on behalf of Tenant hereby warrants and represents that he is duly authorized to execute this Lease on behalf of said corporation, limited liability company, partnership or other separate legal entity and upon execution of this Lease hereby personally guarantees and agrees to be personally liable for the responsibilities, duties and liability of Tenant.

**34.12 Time of Essence.** Time is of the essence in the performance of each and every term, covenant and condition of this Lease.

**34.13 Covenants and Conditions.** Each and every provision of this Lease to be performed by Tenant shall be deemed both a covenant and condition. The Parties agree that each provision set forth herein, pursuant to which Tenant is required to pay Rent shall be and is a covenant of Tenant independent of any other term, condition or covenant contained in this Lease. Tenant shall not be entitled to offset the claimed amount of damages against any Rent or other

payments due hereunder, it being expressly agreed that such covenant to pay such amount shall be independent of any obligation of Landlord hereunder. All payments to be made by Tenant hereunder shall, unless otherwise expressly provided, be paid to Landlord without notice or demand and without adjustment, deduction or setoff, in lawful money of the United States.

**34.14 Recording.** Neither this Lease nor a memorandum thereof shall be recorded by Tenant. Landlord, in its sole discretion, shall have the right to record a memorandum of this Lease.

**34.15 Relationship.** Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, employer and employee, master and servant, owner and contractor, share cropper, partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

**34.16 Knowledge, Review and Interpretation.** The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have consulted legal counsel about this Lease, including the meaning and effect of waiving any legal rights, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii) they have had adequate time and opportunity to review the terms of this Lease and have carefully read it; (iii) they are sophisticated parties that have negotiated this Lease at arm's length, and accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Lease against the Party that has drafted it; and (iv) they intend to be legally bound to the provisions of this Lease, which shall be interpreted in a reasonable manner to effect the purposes of this Lease and intent of the Parties as outlined herein.

**34.17 Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**34.18 Exhibits.** The exhibits and addenda marked below are incorporated by reference in this Lease:

|                   |               |                               |
|-------------------|---------------|-------------------------------|
| <u>«ExhibitA»</u> | Exhibit "A" - | Legal Description of Premises |
| <u>«ExhibitB»</u> | Exhibit "B" - | List of Excluded Improvements |
| <u>«ExhibitC»</u> | Exhibit "C" - | Personal Property             |
| <u>«ExhibitD»</u> | Exhibit "D" - | List of Approved Buyers       |
| <u>«ExhibitE»</u> | Exhibit "E" - | Notice to Prospective Buyers  |
| <u>    </u>       | Addenda -     | _____                         |

IN WITNESS WHEREOF, this Lease has been executed as of the date first above written.

“TENANT”

«Proper\_Name», «Business\_Type1» (“Tenant”),

By: Clark Hamilton 22 Aug 24  
(date)

Its: Owner  
(title)

Print Name: Clark Hamilton

Tenant Witness: David Nielson

**Spouse or Additional Partners**

Name: \_\_\_\_\_  
(date)

Print Name: \_\_\_\_\_ WITNESS: \_\_\_\_\_

Name: \_\_\_\_\_  
(date)

Print Name: \_\_\_\_\_ WITNESS: \_\_\_\_\_

Name: \_\_\_\_\_  
(date)

Print Name: \_\_\_\_\_ WITNESS: \_\_\_\_\_

“LANDLORD”

«Owner», Landlord

[Signature] 8/22/24  
(date)

Its: STAKE FARM COMMITTEE

Witness: David Nielson

### CERTIFICATION OF LENDER

Signature below confirms that: (1) Lender has reviewed this Lease (#«**New\_Lease\_ID**» dated August 22, 2024 between Farmland Reserve, Inc. and «**Proper\_Name**») and is aware of its terms and provisions with respect to Landlord's security interest; (2) Lender will subordinate to Landlord's security interest to the amount of any unpaid Rent and Landlord's costs of collecting unpaid Rent, if said security interest is perfected by appropriate filing and notice; (3) Landlord has relied upon financing to be provided to Tenant by Lender in granting the Lease, and Lender acknowledges that it has committed at least one year of operating funds for the property covered by this Lease; and (4) If the Lender restricts or stops funding to the Tenant, Lender will notify Landlord of such action to allow Landlord to complete any input needed and secure its position.

LENDER: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Authority or Title: \_\_\_\_\_

### CERTIFICATION OF TENANT FUNDING

Tenant, by signature below, certifies that: (1) Tenant is funded through his own means and (2) Tenant has sufficient reserves to pay the Rent in this Lease and to complete all crop planting, production, and harvest without lender funding and therefore does not need a lender's signature.

TENANT:

\_\_\_\_\_

## Guaranty of Farm Lease

This Guaranty is made as of **August 22, 2024** by , (hereafter whether one or more collectively, "Guarantor") with an address of «Address», «CityStateZip» to and in favor of «Owner» (hereafter "Landlord") with an address of 139 E. South Temple, Suite 110, Salt Lake City, UT 84111-1103

### WITNESSETH:

WHEREAS, by Farm Lease Agreement dated **August 22, 2024** ("Lease"), Landlord has leased to «Proper\_Name» , «Business\_Type1» ("Tenant") certain premises as described in "**Exhibit A**" (the "Lease" which term includes the same as it may hereafter be modified, amended, extended or renewed); and

WHEREAS, Landlord has required the Guarantor to execute this Guaranty of Farm Lease ("Guaranty") as a condition to the Landlord entering into the Lease with the Tenant; and

WHEREAS, Guarantor will receive direct or indirect benefit from the Landlord entering into the Lease with the Tenant.

NOW, THEREFORE, in order to induce Landlord to enter into the Lease and for other good and valuable consideration, the undersigned Guarantor hereby agrees as follows:

1. Guarantor hereby absolutely, unconditionally, and irrevocably jointly and severally guarantees to Landlord the full and prompt payment of all Rent as therein defined in the Lease and additional rent and any and all other sums and charges payable by Tenant under the Lease (collectively, the "Payment Obligations") and hereby further guarantees the full and timely performance and observance of all of the covenants, terms conditions and agreements therein provided to be performed and observed by Tenant (the "Performance Obligations" and together with the Payment Obligations collectively, the "Obligations"). In the event of a default under the Lease, Guarantor hereby covenants and agrees with Landlord: (i) to make the due and full punctual payment of all Payment Obligations payable by Tenant under the Lease; (ii) to effect prompt and complete performance of all and each of the Performance Obligations, contained in the Lease on the part of Tenant to be kept, observed and performed; and (iii) to indemnify and save harmless Landlord from any loss, costs or damages arising out of any failure by Tenant to pay or perform any Obligation including, without limitation, attorneys' fees and costs of collection. This Guaranty is a continuing guaranty of payment and performance and is not conditional or contingent upon any attempt to collect from Tenant or upon any other condition or contingency.

2. In the event of a default under the Lease, Guarantor waives any right to require Landlord to first: (i) proceed against Tenant or pursue any rights or remedies with respect to the Lease; (ii) proceed against or exhaust any security that Landlord holds from Tenant; or (iii) pursue any other remedy whatsoever. Landlord shall have the right to enforce this Guaranty regardless of the acceptance of additional security from Tenant and regardless of the release or discharge of Tenant or any guarantor by Landlord or by others, or by operation of law.

3. Guarantor hereby expressly waives: (a) any right of setoff, counterclaim or deduction against amounts due under this Guaranty; (b) notice of the acceptance of this Guaranty and notice of default of Tenant under the Lease; and (c) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification and suretyship, except the defenses of prior payment or prior performance.

4. Without limiting the generality of the foregoing, the liability of Guarantor under this Guaranty shall not be deemed to have been waived, released, discharged, impaired or affected by (a) reason of any waiver or failure to enforce or delay in enforcing any of the Obligations, or (b) the granting of any indulgence or extension of time to Tenant, or (c) the assignment of the Lease, or the subletting of the Premises by Tenant, with or without Landlord's consent, or (d) the expiration of the term, or (e) if Tenant holds over beyond the term of the Lease, or (f) any merger or reorganization or the release or discharge of Tenant or any other guarantor in any voluntary or involuntary receivership, bankruptcy winding-up or other creditors' proceedings, or (g) the rejection, disaffirmance or disclaimer of the Lease by any party in any action or proceeding, or (h) the release of any collateral held for the Obligations or release of any Guarantor or any other guarantor, or (i) any defect or invalidity of the Lease or (j) the transfer by Guarantor of any or all of the capital stock or ownership of Tenant, and shall continue with respect to the periods prior thereto and thereafter. The liability of the Guarantor shall not be affected by any repossession, re-entry or re-letting of the Premises by Landlord.

5. The liability of Guarantor under this Guaranty shall not be released by any modification or amendment to the Lease (including any extension or renewal of the term of the Lease), and in the case of any such modification, the liability of Guarantor shall be modified in accordance with the term of any such modification of the Lease. Guarantor waives any notice of the modification or amendment of the Lease.

6. Guarantor shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection of this Guaranty or in any negotiations relative to the Obligations guaranteed under this Guaranty whether or not a lawsuit is commenced. All rights and remedies of Landlord under this Guaranty shall be cumulative and may be exercised singly or concurrently.

7. This Guaranty shall remain in full force and effect until the payment or performance of all Obligations and the other amounts payable under this Guaranty (whether or not the Lease shall have been terminated). Until the payment and performance of all Obligations and the amounts payable under this Guaranty, Guarantor:

a. Shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor under this Guaranty;

b. Waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor under this Guaranty; and

c. Subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under the Lease.

«New\_Lease\_ID»

8. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

9. All of the terms, agreements and conditions of this Guaranty shall extend to and be binding upon Guarantor, and the heirs, executors, personal administrators, and/or successors and assigns of Guarantor and shall inure to the benefit of and may be enforced by Landlord, its successors and assigns, and the holder of any mortgage to which the Premises may be subject at any time or from time to time.

10. The use of the singular herein shall include the plural and the use of any gender shall include all genders or neuter as the case may be.

11. If Guarantor consists of more than one person or entity, the liability of each such person or entity under this Guaranty shall be joint and several.

12. This Guaranty has been executed and delivered by Guarantor and constitutes the valid, binding and legal obligation of the Guarantor. Guarantor agrees that it will, from time to time, within ten (10) days of Landlord's request, execute and deliver a statement certifying that this Guaranty is unmodified and in full force and effect.

13. All notices under this Guaranty shall be delivered by certified mail, return receipt requested, to the address of the parties first set forth above. All notices shall be effective as of depositing the same in the United States mail.

14. If any provision of this Guaranty or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Guaranty and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. This Guaranty shall be construed without regard to any presumption or other rule requiring construction against the party causing this Guaranty to be drafted.

15. AS A FURTHER INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE AND TO ACCEPT THIS GUARANTY, GUARANTOR HEREBY INTENTIONALLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF THIS GUARANTY. IN EXTENSION OF THE FOREGOING, THE GUARANTOR SPECIFICALLY CONSENTS TO TRIAL BEFORE A COURT RESPECTING ANY SUCH MATTER. GUARANTOR WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Guarantors

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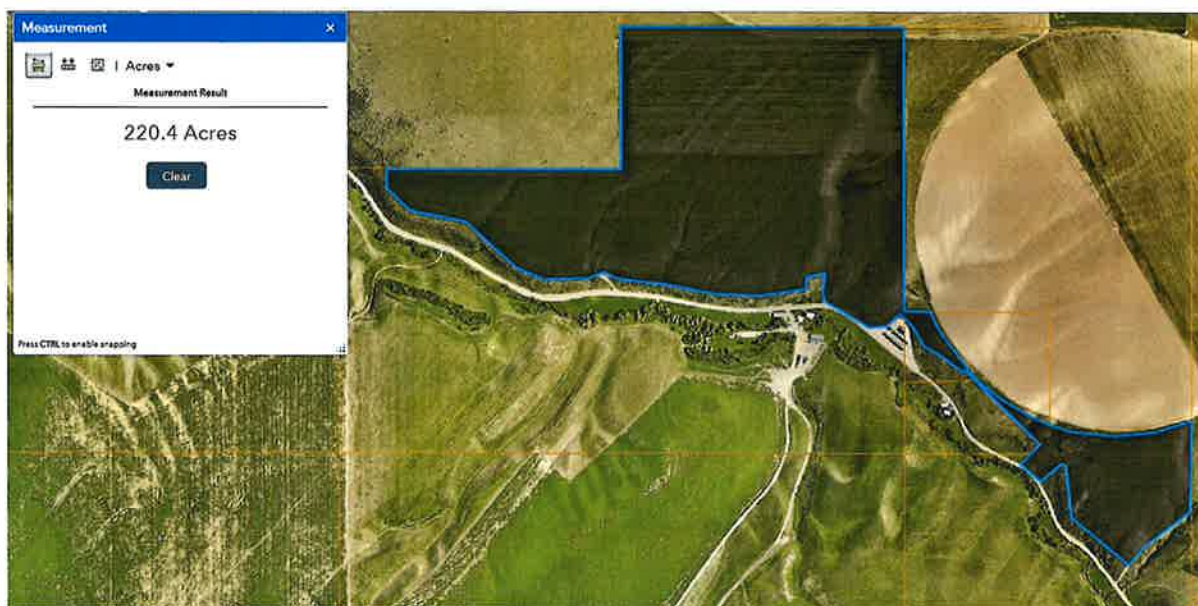
EXHIBIT A  
LEGAL DESCRIPTION

«FARM\_NAME» «New\_Lease\_ID»

Owner: «The Church of Jesus Christ of Latter-day Saints»

Agent: Farmland Reserve, Inc.

«Legal\_Description» see map



«New\_Lease\_ID»

EXHIBIT B  
LIST OF EXCLUDED IMPROVEMENTS

«New\_Lease\_ID»

Below is a list of all Excluded Improvements located on the premises of the ground identified by the Farm ID listed above.

«Excluded\_Improvements»

EXHIBIT C  
PERSONAL PROPERTY

«New\_Lease\_ID»

Below is a list of all «Owner» Personal Property located on the premises of the ground identified by the Farm ID listed above.

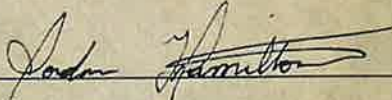
«Personal\_Property»

August 29, 2024

To Whom It May Concern,

We, Jordan & Abby Hamilton, owners of parcel RP03N41E065532, give our permission and consent to transfer water rights from this parcel that are involved in the Chalco LLC Transfer #89184.

Signed,

  
Jordan Hamilton

  
Abby Hamilton

Date: Aug 30, 2024