IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

April 3, 2026

IDAHO DEPT OF LANDS
PO BOX 83720
BOISE ID 83720-0050

RE: Application for Transfer of Water Right

Dear Applicant,

The Department of Water Resources (Department) received an Application for Transfer of Water Right from the Idaho Department of Lands on March 31, 2026. In Part 3, Description of Proposed Changes, the proposed changes you requested to be made were to update the ownership of the water rights. The correct form to update the ownership of water rights is a Notice of Change in Water Right Ownership form. I have enclosed a copy for your benefit.

The Department is returning your Application for Transfer of Water Right and requesting a refund that will be sent to Canyon Cattle Co/Marianne Lindsey.

The required items for a Notice of Change in Water Right Ownership are:

- A copy of the conveyance document- warranty deed, quitclaim deed, etc. The grazing lease provided is not evidence of ownership of a water right. The current owner of the water rights, Brown Industries, will need to convey the water rights to the Department of Lands.
- A filing fee for a change in water right ownership is $25 per water right except in the result of a division of the water right.

Please contact me if you have any questions regarding this correspondence. Thank you.

Sincerely,

Jean Hersley
Technical Records Specialist II

Rev. 11/24

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RECEIVED
MAR 31 2026
DEPT. OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

GENERAL INFORMATION AND INSTRUCTIONS

Pursuant to Section 42-222(1), *Idaho Code*, a transfer application may be filed to change the point of diversion, place of use, period of use, or nature of use of all or part of an established water right. Any person proposing to make such a change is required to file a transfer application with the Department. "Such application shall be upon forms furnished by the department and shall describe the [water right] to be changed and the changes which are proposed and shall be accompanied by the statutory filing fee." *Idaho Code* § 42-222(1).

The Department has developed this application form to assist applicants in satisfying the requirements of Section 42-222(1). This application form requests information about the applicant's authority to file (Part 1), information about the current elements of the water right(s) to be changed (Part 2), information about the proposed changes (Part 3), information about the validity of the water right(s) and the effects of the proposed changes (Part 4), and confirmation that the information provided is truthful (Part 5).

The applicant or their representative must provide a response for all applicable questions, any additional information required, and the proper filing fee before this application will be considered complete. If an application is incomplete or more information is required, the Department will notify the applicant or representative and allow time for the application to be completed. An application that remains incomplete will be returned to the applicant and the filing fee will be refunded.

An application for transfer is limited to the changes proposed for a single water distribution system. A proposal to change two or more separate water distribution systems, that will remain separate after the transfer, must be filed as separate applications. Applicants may provide additional pages to supplement their responses to the questions posed on this application form. Supplemental forms for listing additional water rights, points of diversion, or places of use can be found on the Department's website (idwr.idaho.gov). If you need assistance understanding the questions on this form, generating current water right reports, determining legal descriptions, or accessing water measurement records feel free to contact the nearest regional office of the Department.

PART 1 – CONTACT INFORMATION, OWNERSHIP RECORDS, AUTHORITY TO FILE

Name(s) of Applicant(s) Idaho Department of Lands

Mailing Address PO Box 83720 Boise, ID 83720-0050

Email* ibridges@idl.idaho.gov **Phone** 208-935-2141

Name of Representative (if any) Idaho Department of Lands

Mailing Address PO Box 83720 Boise, ID 83720-0050

Email* ibridges@idl.idaho.gov **Phone** 208-935-2141

*If an email address is provided, Department staff will use email as the primary method for corresponding with the applicant and representative about the application.

A. Representative. If the representative is authorized to sign or amend the application on behalf of the applicant, attach documents confirming that authority. Label documents as Attachment 1A.

B. Current Owner. If the applicant is not the current owner of record for all water rights included in this application, attach documents showing that the applicant has the authority to make the proposed changes. Label documents as Attachment 1B.

C. Updating Ownership Records. Applicants needing to update the ownership records for any of the water rights included in this application must attach documents supporting the ownership change. Such documents must trace ownership of the subject water rights or the current place of use for the subject water rights from the current owner of record for the water rights to the applicant. Label documents as Attachment 1C.

D. Business Entities. If the applicant is a business entity (corporation, LLC, partnership, trust, etc.), is the entity currently registered with the Idaho Secretary of State?

☐ Yes. If this application is signed by someone other than a person listed on the most recent annual report filed with the Idaho Secretary of State, attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

☑ No. Attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

E. Approval of Irrigation Delivery Entity. Section 42-108, *Idaho Code*, states that a transfer application proposing to change water rights held by an irrigation company or district requires the consent of the irrigation entity. If this application proposes to change water rights held by an irrigation entity, attach a letter of consent from the entity (labeled as Attachment 1E) or have an authorized representative of the entity co-sign the application.

F. Encumbered Properties. If the current place of use for the water rights included in this application is subject to a lien, deed of trust, mortgage, or contract and the application proposes to change the nature of use of the water rights or to move water rights off the current place of use, attach a statement of consent for the change signed by the lien holder, trustee, mortgagor or contract holder. Label documents as Attachment 1F.

G. Legal Access. If the applicant is not the current owner of the proposed point(s) of diversion, conveyance system, or place(s) of use, provide evidence of legal access to the land or infrastructure not owned by the applicant. Label documents as Attachment 1G. For example, an applicant may provide a letter of consent from the owner of the land or conveyance system or may have the owner co-sign the application. For applications proposing to divert water on or convey water across federal land, an applicant is not required to demonstrate legal access to the federal land prior to approval. Instead, if the transfer application is approved, the applicant must obtain access authorization from the relevant federal agency prior to diverting water under the subject water rights.

PART 2 – WATER RIGHTS BEFORE PROPOSED CHANGES

A. Current Water Rights. For each water right proposed to be changed, attach a current water right report obtained from any Department office or from the Department's website (idwr.idaho.gov). Label water right reports as Attachment 2A.

B. Map of Current System. Attach a map of the current point(s) of diversion and place(s) of use for the water rights to be changed. The map should clearly depict the elements of the water rights to be changed. For example, if the application proposes to change the point of diversion for a water right, the map should display the current location of the point of diversion. For irrigation water rights, the map should also identify the location of the irrigated acres to be changed. Label map as Attachment 2B.

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C. Current Location of Irrigated Acres. If this application proposes to change the place of use or nature of use for only a portion of an irrigation water right, use the following table to identify the current location of the irrigated acres to be changed. If additional pages are required, label additional pages as Attachment 2C. If this application proposes to change or rearrange the entire place of use for irrigation water right(s), skip to Part 3.

☑ **N/A. This application does not propose to change the place of use or nature or use of an irrigation water right or this application proposes to change the place of use or nature of use for an entire irrigation right.**

Current Location of Irrigated Acres to be Changed

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	

Total Irrigated Acres to be Changed: _____

PART 3 – DESCRIPTION OF PROPOSED CHANGES

A. Purpose of Transfer. Section 42-222(1), *Idaho Code*, states that transfer applications may only be filed to change the point of diversion, place of use, period of use, or nature of use of an established water right. Section 42-248(3), *Idaho Code*, authorizes water right ownership changes to be described on a transfer application. Identify the changes proposed in this application:

- ☐ Change point(s) of diversion
- ☐ Add point(s) of diversion
- ☐ Change nature of use
- ☐ Change place of use
- ☐ Change period of use
- ☑ Update water right ownership records

B. Proposed Changes. Describe the proposed changes in narrative form:

79-4403 Update water rights ownership - these rights are located on Idaho Department of Lands, Rail Creek Allotment - See attachments

79-4407 Update water rights ownership - these rights are located on Idaho Department of Lands, Rail Creek Allotment- See attachments

C. Summary of Proposed Changes.

1. Water Rights. Use the following table to list all water rights, or portions thereof, that are proposed to be changed as they would appear after the proposed changes. In the Amount column, list the volume in acre-feet (af) for storage uses or the rate in cubic feet per second (cfs) for all other uses.

All	Part	Right Number	Amount (cfs/af)	Nature of Use	Period of Use	Source
☑	☐	79-4403	0.08	Stockwater	1/01 to 12/31	Spring
☑	☐	79-4407	0.08	Stockwater	1/01 to 12/31	Spring
☐	☐				to	
☐	☐				to	
☐	☐				to	
☐	☐				to	
☐	☐				to	
☐	☐				to	
☐	☐				to	
☐	☐				to	

2. Total Amounts. Calculate the total quantity, in cfs or af, of water rights that are proposed to be changed through this application. For an application proposing to only change the place of use for irrigation rights, the total quantity of water is calculated by comparing the current place of use to the proposed place of use, summing the number of acres increased in each legal subdivision, and quantifying the proportional amount of diversion rate for the increased acres. For an application proposing to change or add points of diversion for irrigation or any other beneficial use, the total amount is the total diversion rate for the changed portion of the right.

Total Amount of Water Rights Proposed to be Changed: 0.16 **cfs and/or** _____ **af.**

3. Point(s) of Diversion. Use the following table to list all the proposed points of diversion for the water rights to be changed, including any current points of diversion that will continue to be used as part of the proposed water distribution system.

The legal description for the proposed point(s) of diversion must be to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System (PLSS). PLSS information is typically available from USGS topo maps, property deeds, tax bills or various mapping tools on the Department's website.

For points of diversion within platted subdivisions, list the lot and block number in the "Diversion Name/Number" column. An application proposing an injection into a stream and a re-diversion from that stream must list the source for the original diversion as the source for the injection and re-diversion points. If this application proposes construction of a new diversion structure (for example, a new ground water well or a new pump station on a creek), please indicate the status in the appropriate column.

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☑ **N/A. This application does not propose to add or change any points of diversion.**

Proposed Points of Diversion

New?	Twp	Rge	Sec	Lot	1/4	1/4	1/4	County	Source	Diversion Name/Number

4. Place of Use. The proposed place of use must be described to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System. Government lot numbers can be noted in parenthesis below the approximate quarter-quarter location of the government lot. For water rights held by irrigation districts, municipal providers or irrigation companies, the proposed place of use may be generally described as authorized by Sections 42-202B, 42-219 and 42-222B, *Idaho Code*.

☑ **N/A. This application does not propose to change the place of use.**

Proposed Place of Use

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	

Total Irrigated Acres: _____

5. Map of Proposed System. Attach a map showing the location of the points of diversion, reservoirs, dams, canals, ditches, pipelines and other works proposed to divert and convey water. Also show the location of the place of use, including any lands to be irrigated. The map should delineate the legal subdivisions including townships, ranges, sections, quarter-quarters and government lots. Label map as Attachment 3C.

PART 4 – ADDITIONAL INFORMATION

Section 42-222(1), *Idaho Code*, establishes the criteria used to evaluate transfer applications. An applicant bears the burden of demonstrating that the water right to be changed is a valid right, that the proposed use is a beneficial use, and that the proposed changes will not injure other water rights, will not enlarge the use of the original rights, are in the local public interest, and are consistent with the conservation of water resources within the state of Idaho. To satisfy this burden, an applicant must provide sufficient data and information for the

Department to evaluate the effects of the proposed change. The Department may deny an application if the applicant fails to provide sufficient data and information to determine whether the criteria from Section 42-222(1) are satisfied. In addition to the information requested in Parts 1-3 of this application, the following information must be provided for an application to be considered complete. Department staff may request additional information or clarification as the application is processed.

A. Validity of Water Rights

1. If one or more of the water rights proposed to be changed is a statutory claim, established pursuant to Section 42-248, *Idaho Code*, attach evidence supporting the priority date claimed. Label documents as Attachment 4A-1. For statutory claims, the Department may conduct a field inspection as part of the application review process to evaluate the water right elements listed on the statutory claim.

2. Has any portion of the water right(s) proposed to be changed undergone a period of five or more consecutive years of non-use?

☐ Yes. Attach a statement describing the portion of the right(s) that were not used and the length of time of the non-use. In addition, identify any exception or defense to forfeiture and provide a detailed description as to why the water rights have not been lost and forfeited for non-use. Label documents as Attachment 4A-2. Statutory exceptions or defenses to forfeiture are set forth in Section 42-223, *Idaho Code*.

☑ No.

B. Injury to Other Water Rights

1. Identify any other water right(s) diverted at the current point(s) of diversion.

_____

_____

2. Identify any other water right(s) diverted at the proposed point(s) of diversion.

_____

_____

3. Is the proposed point of diversion within a state water district? ☐ Yes. Water District #_____. ☑ No.

4. If already constructed and in use, are the proposed points of diversion equipped with Department-approved measuring devices? ☐ Yes. ☑ No.

5. If this application proposes to divert a surface water right from a ground water well, attach a technical analysis evaluating the hydraulic connection between the proposed ground water point of diversion and the source of water listed on the right to be changed. Label technical analysis as Attachment 4B-5.

6. If this application proposes changing the point of diversion for a ground water right in the Eastern Snake Plain Aquifer (ESPA), attach a technical analysis of the anticipated depletions to reaches of the Snake River that are hydraulically connected to the ESPA using the Department's current ground water model for the ESPA. The technical analysis must evaluate depletion impacts in a time-series format at transient and steady state time steps. To assist applicants in preparing the required technical analysis, the Department has developed a transfer tool interface for the ESPA model. The transfer tool and user instructions can be downloaded from the Department's website (idwr.idaho.gov). If the proposed and current points of diversion are in the same or adjacent model cells, no technical analysis is required, unless specifically requested by the Department. Label technical analysis as Attachment 4B-6.

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C. Enlargement in Use

1. Identify any other water rights used at the current place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

_____

_____

2. Identify any other water rights used at the proposed place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

_____

_____

3. If this application proposes changing the place of use or nature of use for irrigation water rights, will the current place of use, for the portion of the right to be changed, continue to be irrigated?

☐ Yes. Identify the water right(s) to be used for the continued irrigation.

_____

☐ No. The place of use for the portion to be changed will no longer be irrigated.

☑ N/A. The application does not propose to change the place of use for irrigation rights.

4. Unstacking Water Rights for Irrigation. If this application proposes to change the place of use for an irrigation water right that is combined with other irrigation rights at the current place of use but does not propose to change the place of use for all the stacked irrigation rights, attach evidence of the historical consumptive use occurring under all water rights at the current place of use. For irrigation rights, this should include at least five years of diversion data and/or crop data and estimates of evapotranspiration. Label the information as Attachment 4C-4. Evapotranspiration data may be available on the Department's website (http://et-idwr.idaho.gov)

5. If the application proposes to change the nature of use for a water right, attach evidence of the historical consumptive use occurring under the portion of the water right to be changed. For irrigation rights, this should include diversion data, crop data and estimates of evapotranspiration. Label the information as Attachment 4C-5. Evapotranspiration data may be available on the Department's website (http://et-idwr.idaho.gov)

6. If the application proposes to change the nature of use of a water right to municipal use for reasonably anticipated future needs, complete the form titled "Municipal Water Right Application Checklist" found on the Department's website (idwr.idaho.gov). Label the form as Attachment 4C-6.

7. To your knowledge, are any portions of the water rights proposed to be changed:

Yes	No	
☐	☑	currently leased to the Water Supply Bank? If yes, complete the form titled "Application for Transfer of Water Right Attachment WSB" found on the Department's website (idwr.idaho.gov). Label the Form as Attachment 4C-7.
☐	☑	currently used in a mitigation plan limiting the use of water under the right?
☐	☑	subject to an agreement not to divert (CREP)?
☐	☑	currently enrolled in a federal set-aside program (CRP)?

D. Local Public Interest

The department must consider whether the proposed changes are in the local public interest as defined in Section 42-202B(3), *Idaho Code*. Some of the local public interest factors that may be considered in conjunction with a transfer application are (1) Recreation, fish, and wildlife impacts, (2) Water quality or contamination concerns, (3) Local and state ordinances, regulations, or policies related to water use, (4) Goals, requirements and limits set forth in the State Water Plan. If you choose to provide information about local public interest factors, label the information as Attachment 4D.

E. Conservation of Water Resources

Describe the diversion works and water delivery system. This may include sizes and dimensions of pumps, pipelines, headgates, ditches, dams, impoundments and irrigation equipment.

N/A

PART 5 – FILING FEE AND SIGNATURE

A. Filing Fee. Filing fees for transfer applications are set forth in Section 42-221.O, *Idaho Code*. A table summarizing the filing fees for transfer applications is also found on the Department's website (idwr.idaho.gov). Any application proposing to change the nature of use for one or more rights requires an additional filing fee of $250. Applications proposing to update the ownership records for water rights must also include the appropriate filing fee to update the ownership records. For any application relying on the filing fee set forth in Section 42-221.O.8, *Idaho Code*, attach a statement describing how the application qualifies under Section 42-221.O.8. Label documents as Attachment 5A.

B. Affidavit of Applicant or Representative:

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.

Signature of Applicant or Representative*	Print Name and Title, if applicable	Date
Marianne Lindsey	Marianne Lindsey DBA Canyon Cattle	3/25/2026

*If water rights included in this application are owned by multiple people or entities, each owner must sign the application form.

FOR DEPARTMENT USE ONLY

Fee Paid: $ 100.00 Receipt #: C125559 Date: 3·31·2026 Receipted by: KW

Add'l Paid: $ _____ Receipt #: _____ Date: _____ Receipted by: _____

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CERTIFICATE OF ASSUMED BUSINESS NAME

Title 30, Chapter 21, Part 8, Idaho Code.
Filing fee: $25.00.

FILED EFFECTIVE

2017 DEC 22 AM 8:38

SECRETARY OF STATE
STATE OF IDAHO

1. The assumed business name which the undersigned use(s) in the transaction of business is:

   Canyon Cattle

2. The individual and/or entity names and business address(es) of those doing business under the assumed business name (do not include the name you listed in #1):

(Name)	(Address)
Marianne Marie Lindsey	3823 Two Moon Trail, White Bird, Idaho 83554

3. The general type of business transacted under the assumed business name is:

   - ☐ Retail Trade
   - ☐ Wholesale Trade
   - ☐ Services
   - ☐ Construction
   - ☒ Agriculture
   - ☐ Manufacturing
   - ☐ Transportation and Public Utilities
   - ☐ Mining
   - ☐ Finance, Insurance, and Real Estate

4. Mailing address for future correspondence:

   Marianne Lindsey
   (Name)
   PO Box 245
   (Address)
   White Bird, ID 83554
   (City) (State) (Zipcode)

5. Name and address for this acknowledgment copy is (if other than # 4):

   (Name)
   (Address)
   (City) (State) (Zipcode)

Printed Name: Marianne M. Lindsey

Signature: Marianne M. Lindsey

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Rev. 08/2015

Secretary of State use only

IDAHO SECRETARY OF STATE
12/22/2017 05:00
CK:12683 CT:350106 BH:1617762
1@ 25.00 = 25.00 ASSUM NAME #2

D199130

This is to certify that this is a true and correct copy of this document, the original of which is on file with the Idaho Department of Lands (IDL).

IDL Representative 2-22-17 Date

GRAZING LEASE
No. G430017
MARIANNE LINDSEY

SUMMARY OF LEASE PROVISIONS:

Lessor: STATE OF IDAHO
By and through the State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050

Lessee:
Marianne Lindsey
138 Brust Creek Rd
PO Box 245
White Bird ID 83554

See Last page for allotment legal description

Lease Term: Commencement: January 1, 2017
Expiration: December 31, 2026

Rent: The annual rent payment is due on May 1

GRAZING:
Number of AUMs by Class for Billing
Cattle 666
Acres 5,936.07

Rent terms are more particularly described ir *Rent* of the Lease Provisions.

Leased Premises Legal Description: See Attachment B

The Lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including the Lease Provisions, Signature Page and all Attachments, including any Special Terms and Conditions), does hereby lease and demise unto the Lessee the lands (Leased Premises) described in Attachment B for the uses specified herein.

Primary Use of Leased Premises: Grazing

Bond: N/A

Liability Insurance: N/A

Lease Index:
SUMMARY OF LEASE PROVISIONS
LEASE PROVISIONS
SIGNATURE PAGE
ATTACHMENT A – SPECIAL TERMS AND CONDITIONS
ATTACHMENT B – LEASED PREMISES LEGAL DESCRIPTION
ATTACHMENT C – SITE MAP(S)
ATTACHMENT D – REPORTS

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LEASE PROVISIONS

1. **Use of Premise.**

   B. Grazing Use. The Lessee is authorized to use the number of acres identified on this lease for grazing domestic livestock at the identified rate. The location and management of grazing livestock shall be designated in this written Lease. Said use shall be in accordance with this Lease, the Lessee's approved Summary of Lease Provisions, Lease Provisions, and all Attachments, including any Special Terms and Conditions attached hereto. No use of the leased land for grazing purposes shall occur prior to the final approval of the written Lease by Lessor.

   The grazing period, AUM's and the number of stock shall be determined by Lessor and may be adjusted from time to time after giving Lessee thirty (30) calendar days notice of any such modifications. Lessee shall furnish such information as may be required to assist Lessor in determining the grazing period and number of stock to be grazed.

2. **Rental Rate and Modification of Rent.**

   A. Annual Rent Payment. Lessee agrees to pay to Lessor, in lawful money of the United States, each year's rent for every acre and/or AUM covered by this Lease, in an amount to be calculated pursuant to Lessor's most current formulas for each applicable use at the time the rental is calculated or recalculated. The rent shall be payable on or before the annual rental payment due date of each successive year. Lessee shall pay the annual rental to Lessor without abatement, offset, or deduction of any kind, unless otherwise authorized by the Lessor through a completed Lease Adjustment form provided by the Lessor. Lessor reserves the right to increase or decrease the annual rent. Lessee will be notified one hundred eighty (180) calendar days in advance of the due date of any increase in rental.

   B. Late Payment Charge. In the event any rent due hereunder is not paid in full when due, Lessee shall pay, in addition to such rent, a late charge in the first calendar month of such delinquency the amount of twenty-five dollars ($25.00) or one percent (1%) of the unpaid rent, whichever is greater. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid delinquency. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.

   C. Lien. The amount of the rent, late charge, and interest shall constitute a lien in favor of the State of Idaho against all of Lessee's improvements and other property on the Leased Premises, including, but not limited to, crops and livestock.

3. **Lease Provisions and Special Terms and Conditions.**

   A. Lease Provisions and Special Terms and Conditions. Prior to issuance of this Lease, Lessee and Lessor must agree to written Lease Provisions and any Special Terms and Conditions. The content of the Lease Provisions and any Special Terms and Conditions shall address all activities that may take place under this Lease and include, but not be limited to, farming, the construction of improvements, the vegetation, noxious weed control and other factors identified by Lessor as necessary for inclusion in the Lease Provisions and any Special Terms and Conditions based on the specific characteristics of the Leased Premises and/or of Lessee's use of the Leased Premises.

   B. Modification of Lease Provisions and Special Terms and Conditions. Lessor may review and modify any Lease Provisions or any Special Terms and Conditions upon changes in conditions, laws, or regulations, provided that Lessor shall give Lessee thirty (30) calendar days notice of any such modifications prior to the effective date thereof. Prior to Lessee instituting any changes, Lessee must submit, in writing, the proposed changes to Lessor for approval. No changes shall occur prior to Lessor's written approval of the amended Lease Provisions and any Special Terms and Conditions. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.

C. Compliance Required. Lessee shall abide by all Lease Provisions and any Special Terms and Conditions. If Lessee fails to abide by all Lease Provisions and any Special Terms and Conditions, Lessee will be deemed in breach of this Lease and the Lease will be subject to cancellation in accordance with *Section 17. Lessee's Default,* of these Lease Provisions.

D. Reimbursement for Non-Standard Administrative Costs. The Lessee shall reimburse the Lessor for administrative costs incurred to address issues of compliance. Lessor's request for payment to Lessee will include a detailed description of the work completed and actual expense incurred.

E. See Attachment A of this Lease for any Special Terms and Conditions in effect as of the date of execution of this Lease.

4. Subleasing or Assignment.

A. Written Approval Required. Lessee shall not sublease or authorize another person to use any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the Leased Premises or any part of the Leased Premises or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to, but not limited to, to the existing Lease Provisions and any Special Terms and Conditions. The sublease cannot go beyond the Lease expiration date.

B. Additional Rental Due. In the event the Leased Premises is subleased in accordance with all terms and conditions of *Section 4. Subleasing or Assignment* of these Lease Provisions, for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.

C. Improvements. Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.

D. Copies to be Filed. Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the Leased Premises by another person shall be timely filed with Lessor.

5. Leasehold Mortgage.

Lessee shall not mortgage, pledge or otherwise dispose of Lessee's interest in the Lease, or any portion thereof, without prior written consent of Lessor. Lessee shall use mortgage or deed of trust forms provided by Lessor, and shall submit completed forms and appropriate fee to Lessor for review and approval. The term of a mortgage agreement shall not exceed the Lease term. Lessor may accept or reject a leasehold mortgage at its discretion.

6. Environmental, Safety and Sanitary Requirements.

A. No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the Leased Premises except the customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction

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of any hazardous waste, substances or materials onto the Leased Premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the Leased Premises including, but not limited to, crops.

B. Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention. Lessee agrees to keep the Leased Premises free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.

C. Sanitary Requirements. Concerning activities authorized under this Lease, Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, garbage and litter so the Leased Premises is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor. The Lessee shall not store trash on the Leased Premises nor transport trash, garbage, litter or debris onto the Leased Premises. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

7. **No Warranty of Suitability - Quiet Enjoyment - Public Use.**

A. No Warranty. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Leased Premises or concerning the suitability of the Leased Premises for the uses intended by Lessee. Lessee acknowledges that it has accepted the Leased Premises in an AS IS CONDITION, accepting any and all known or unknown faults therein.

B. Quiet Enjoyment. Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the Leased Premises, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the Leased Premises, or to grant rights to others for use of the Leased Premises, to the extent any such use does not materially interfere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.

C. Public Use. Lessee must allow the general public the right to use the Leased Premises for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach state-owned lands, including the Leased Premises. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

8. **Water Right and Water Use.**

A. Water Use on the Leased Premises. Lessee shall be entitled to use the water on the Leased Premises, if any, during the term of this Lease, but only for the use allowed in this Lease and only in conformance with Idaho water law.

B. Future Water Rights and Water Use Generally. The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the Leased Premises, and the Lessor shall be the owner thereof. The use of any water rights by the Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:

i. To drill and use a water well,
ii. To develop and use any source of water,
iii. To cause any water to be conveyed off the Leased Premises,
iv. To bring water onto the Leased Premises.

C. Water Systems. If water is supplied to the Leased Premise by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice of Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure or, damage to, or termination or curtailment of the operation of any water system or source supplying water to the Leased Premises.

D. Improvements in Aid of Water Use. Improvements (pre-existing or future) made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the permit requirements of this Lease.

E. No Right of Access to Water Rights Upon Expiration or Termination of Lease. Upon Expiration or Termination of this Lease, the Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of the Lessor.

9. Noxious Weeds.

A. The Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of the Lessee, unless otherwise provided for in the Special Terms and Conditions included in Attachment A.

B. The Lessee shall ensure that prior to moving onto the Leased Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed Management Area. Cleaning of contaminated equipment and vehicles shall not take place on any state endowment land, including the Leased Premises.

C. All straw and forage used for livestock feed, with the exception of that grown on the Leased Premises or on Lessee's immediately adjacent land, must be certified in accordance with the Idaho Department of Agriculture Forage and Straw Certification Rules (IDAPA 02.06.31) and must be certified as Idaho State Noxious Weed Free.

10. Construction of Improvements.

A. Permit Required. Lessee shall not construct or reconstruct, initiate or place improvements or structures of any character (herein referred to as "improvements") on or to the Leased Premises without the prior expressed, and written permission of Lessor. Said permission shall be in the form of a permit issued by Lessor, and shall be required for any improvement or structure on the Leased Premises including, but not limited to, range improvements, buildings or other structures, water developments, fences, vegetation treatment, or the clearing of land. Lessee shall submit project plans to the Lessor. If the project plans are approved and permitted in writing by Lessor, then Lessee shall construct and implement the improvements in full compliance with the approved plans, the permit and all applicable building codes, rules and laws. Permitted improvements shall be the property of Lessee, unless otherwise provided in the permit or this Lease. Failure to obtain a written permit prior to construction and implementation of any improvement will be considered a trespass violation and may result in cancellation of the Lease or cause the Lessor to initiate

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proceedings to recover damages as provided for in IDAPA 20.03.14. Any improvement associated with the uses authorized in this Lease and placed on endowment land prior to January 1, 1970 is considered grandfathered and properly authorized even though there may be no documentation of authorization.

B. Condition of Improvements. At all times during the term of this Lease, Lessee shall keep all improvements in good repair and functional condition to the satisfaction of Lessor. Any and all fences shall be neat, stock-proof, lawful fences and gates.

C. Maintenance of Improvements. Lessee may be required to remove or reconstruct improvements in poor or non-serviceable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until amended by the parties involved. If maintenance is not being accomplished, Lessor shall provide a letter to Lessee informing Lessee of the violation of the Lease. If work is not begun within thirty (30) calendar days and completed in a timeframe specified by the Lessor, Lessor may contract repairs and bill Lessee for actual costs incurred.

D. Removing Improvements. Lessee shall not remove, relocate or otherwise alter any improvements without prior written permission from Lessor.

E. Cost of Improvements. Any permitted improvement constructed by or at the request of Lessee, shall be constructed at Lessee's own expense, unless Lessor and Lessee shall have entered into a prior written cost sharing agreement for construction of such improvement.

F. Permitted Improvements At Lease Expiration/Termination. Upon expiration or termination of this Lease for any reason, other than a default by Lessee, and in the event Lessor leases the Leased Premises to a new lessee, Lessor shall require the new lessee to pay Lessee the then existing value of the permitted improvements in accordance with the then existing statutes and rules. Said value shall be determined through a valuation conducted by Lessor or by Lessee's documented cost of construction if the improvement was authorized after July 1, 2009. Improvement payments shall be first applied towards any rent or other monies due to Lessor before being disbursed to Lessee. Lessor does not hereby agree or become obligated to pay any such value to Lessee, such obligation shall be solely on the subsequent lessee, if any. Any improvement which Lessee is entitled or required to remove upon expiration of the Lease must be removed within six (6) months of the expiration of the Lease, otherwise it is deemed abandoned and title to such abandoned improvement shall vest in the State of Idaho. Provided, however, Lessor may authorize, in writing, prior to the expiration of the six (6) month time period, additional time for removal of improvement(s) by Lessee. Failure of Lessee to remove any such improvement within the extended time period established by Lessor shall constitute an abandonment of Lessee's rights to such improvement.

G. Improvements Not Approved. At any time during the term of the Lease, or upon expiration or termination of this Lease for any reason, Lessor may require, at Lessor's sole discretion, that Lessee remove any improvement placed on the Leased Premises without a prior permit from Lessor. The full cost of such removal, including the restoration of the Leased Premises, shall be solely Lessee's. In the event Lessor does not elect to require such removal, Lessee's failure to secure such permit shall constitute forfeiture. Title to any improvement placed on the Leased Premises without a permit from Lessor shall, at Lessor's option, immediately vest in Lessor without waiver of Lessor's right to require removal of the same by Lessee.

H. Lessor's Removal of Improvement. Lessor may, at its discretion, remove or have removed the abandoned or non-permitted improvement and Lessee shall be responsible for the full cost of removal and restoration of the Leased Premises. Nothing in this section of the Lease shall relieve Lessee from the obligation to remove any improvement as required by Lessor under other terms within this Lease or the permit authorizing the improvement.

11. <u>No Liens</u>.

Lessee will not permit or suffer any liens of any kind or nature to be effected on or enforced against the Leased Premises, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Leased Premises at Lessee's instance or request. Lessee shall ensure that full

payment is made for any and all materials joined or affixed to the Leased Premises pursuant to this Lease and for any and all persons who perform labor on the land.

12. Sale, Exchange or Change in Use of Leased Premises.

A. Sale. Lessor may sell all or any portion of the Leased Premises during the term of this Lease. Lessor will notify Lessee that the Leased Premises are being considered for sale at the time the proposed sale is scheduled for submission to the Land Board for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease, or unless Lessee is to be permitted to harvest a growing crop before surrendering possession. When creditable improvements are present, and Lessee delivers possession of the land, Lessor shall value them in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements by the purchaser on the day of sale. Lessee shall have the rights provided by *Section 10. Construction of Improvements, F. Permitted Improvements At Lease Expiration/Termination* of these Lease Provisions. and the then existing statutes or rules with respect to compensation for permitted improvements placed upon the Leased Premises by Lessee.

B. Consent To Land Exchange. Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of any such land, or portion thereof, in any land exchange deemed necessary or appropriate by Lessor. This consent is given in compliance with Idaho Code § 58-138. In the event Lessor chooses to include the Leased Premises, or any portion thereof, in any proposed land exchange in the future, Lessor shall provide Lessee with at least thirty (30) days written notice from the Director of the Department of Lands. Upon the consummation of the proposed land exchange, that portion of lands included within the exchange shall be deleted from this Lease, and Lessee's lease payment obligation for the ensuing year shall be reduced proportionately. Lessee shall be entitled to continue to use the lands included within any such exchange for the balance of the year in which the exchange occurs unless otherwise notified in writing by Lessor, in which event the lease payment for such year shall be prorated.

C. Change in Use. The Lease may be cancelled in whole or in part upon one hundred eighty (180) calendar days written notice by Lessor if the use of the Leased Premises is to be changed to any other use that is incompatible with the use authorized by this Lease, as designated by Lessor. In the event of early cancellation due to change in land use, Lessee will be entitled to a pro rata refund of the premium bid for a conflicted lease.

13. Relationship of the Parties.

Lessee is not an officer, employee or agent of Lessor. In no event shall any official, officer, employee or agent of Lessor or of the State of Idaho be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

14. Reservations by Lessor.

Lessor expressly reserves and excepts the following rights:

A. To enter upon the Leased Premises, or any portion thereof, during the term of this Lease for any purpose, including, but not limited to, the purpose of inspecting the Leased Premises.

B. All rights not expressly granted to Lessee under this Lease, including, but not limited to, all rights to timber, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, water, and fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by Lessor.

C. To grant easements and rights-of-way over and across the Leased Premises. Lessor shall coordinate with Lessee before processing any easement applications on the Leased Premises. The grantee of such easement shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the easement. Said value shall be determined by Lessor's valuation.

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D. To issue other leases on the Leased Premises. Such other leases may be for any purpose deemed appropriate by Lessor, including, but not limited to, the exploration and development of oil, gas, geothermal and mineral resources as provided by Title 47, Idaho Code. In the event any such other lease is granted by Lessor, the other lessee shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the other lease. Said value shall be determined by Lessor's valuation. If the other lease conflicts with the grazing use or makes consumptive use of forages, the grazing rental will be adjusted to reflect such loss of use.

E. To require that changes be made in the use under this Lease, and/or to the improvements on the Leased Premises, including, but not limited to, the sanitation or other facilities for the protection of public health, safety, preservation of property or water quality.

F. To reserve as Lessor's sole property any and all water appurtenant to Lessor's land or from any source arising thereon and to hold water rights for any beneficial use that may be developed as a result of this Lease, and as further provided in *Section 8. Water Right and Water Use* of these Lease Provisions.

G. Rights of ingress, egress, and access, over and across the Leased Premises for Lessor and its lessees, permittees, contractors, and assigns on existing roads, or on suitable alternative roads provided by Lessee.

H. To change the use of the Leased Premises, in whole or in part, for other uses that will better achieve the objective of Lessor. Upon a change in use this Lease may, at Lessor's discretion, be terminated in whole or as to the affected part. In the event of any such termination due to a change in use, the provisions of *Section 10. Construction of Improvements* of these Lease Provisions, relating to compensation for permitted improvements shall apply.

I. To sell timber on the Leased Premises or otherwise conduct forest management activities, Lessor reserves the right to restrict or prohibit grazing use on all or portions of the Leased Premises for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination of grazing use, together with a map of the restricted area.

J. To restrict or prohibit grazing on all or any portion thereof of the Leased Premises in response to emergency conditions such as, but not limited to, fires, flooding and drought.

K. To sell all or any portion of the Leased Premises at any time during the term of this Lease, and as further provided in *Section 12. Sale, Exchange or Change-in-Use of Leased Premises* of these Lease Provisions.

L. To harvest seed from plants on land not under a farming lease. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on farming operations.

M. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.

N. To claim all permanent improvements placed upon the Leased Premises remaining after six (6) months in cases of abandonment by Lessee or to take possession immediately in cases of cancellation upon breach of any of the conditions of the Lease. No improvements will be disposed of by Lessor until all appeals have been exhausted.

15. Indemnification.

Lessee shall indemnify, defend and hold harmless Lessor, the State of Idaho, its officers, agents and employees from and against any liability, claims, actions, damages, costs, expenses or losses, including reasonable attorney's fees and costs caused by or arising out of the performance, acts or omissions of Lessee, Lessee's agents, officers or employees, or persons using the Leased Premises with Lessee's permission, or otherwise arising out of Lessee's use or occupation of the Leased Premises; or arising from the failure of the same to comply with any applicable state, federal, local, law, statute, rule, regulation, act, or provision of this Lease. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of Lessor, its agents, officers or employees other than claims which arise solely out of negligence on the part of Lessor, and this duty shall survive the termination or expiration of this Lease.

16. Payment of Taxes, Assessments or Fees – Lien.

Unless otherwise provided, Lessee shall pay all water charges, fees, assessments or taxes of whatsoever nature that may be legally levied or assessed against the Leased Premises herein described, or any portion thereof or on any improvements thereto. If the same is not paid, it shall constitute a lien in favor of the State of Idaho against all improvements, or crops growing on the Leased Premises.

17. Lessee's Default.

A. Lessee's Failure to Comply. Lessee's failure to comply with the Lease Provisions and any Special Terms and Conditions shall be a breach giving rise to a basis for termination of the Lease. Lessor shall provide Lessee thirty (30) calendar days written notice of the cancellation and, if applicable, the corrective action required of Lessee. The notice shall specify a reasonable time to make a correction or cure the violation or breach, if such breach is subject to correction or cure. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall be automatically terminated on the date specified in the written cancellation notice without any further notice or demand, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default, remove any of the improvements, or crops thereon, whether crops are harvested or not unless directed by Lessor. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies against Lessee as are available at law or in equity, and Lessor's pursuit of any particular remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim of Lessor against Lessee.

B. Lessor's Performance Upon Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be additional rent fully due and payable on demand from Lessor.

18. Surrender of Land.

Lessee shall, at the termination or expiration of this Lease, deliver immediate possession and vacate the Leased Premises, leaving it in the same or better condition than it was in at the time of Lessee's entry on such premises under this agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of Lessee, and upon vacating shall leave the demised land free and clear of all rubbish and debris, and with all improvements in good order and condition.

19. Cancellation By Mutual Agreement.

Leases may be cancelled by mutual agreement between the Lessor and the Lessee. The Lessor will not unreasonably withhold approval of a request for cancellation by a Lessee.

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20. Notices.

A. Notices. Any notice or any demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party.

B. Addresses. Until changed by notice in writing, notice, demands, and communications under this Lease shall be addressed to Lessor at:

Idaho State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050

and to Lessee at the address set forth at the beginning of this Lease. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in mailing address.

21. Waiver.

The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by Lessor hereunder shall not be construed to be a waiver of any violation of the term(s) of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

22. Attorneys' Fees and Costs.

In the event Lessor initiates a legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, and Lessor prevails, Lessor shall be awarded such additional sums as the court may adjudge for reasonable attorney's fees (including fees from the Office of the Attorney General of the State of Idaho) and to pay all costs and disbursements incurred in such proceeding, including, but not limited to, accountants' fees and fees of appraisers or other experts.

23. Lessee's Compliance with Applicable Laws and Rules.

A. Full compliance. Lessee shall fully comply with all applicable federal, state, or local statutes, ordinances, rules, regulations and laws now existing or hereafter enacted. This shall include, but not be limited to, all applicable rules and regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including but not limited to, the rules governing leasing of endowment lands, IDAPA 20.03.14.

B. No Waste or Nuisance. Lessee shall not use the Leased Premises in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.

24. Miscellaneous.

A. No Trespass. Lessee shall not allow Lessee's livestock to graze or run at large over any lands of Lessor in a manner not approved within the Lease Terms and Special Provisions, nor shall Lessee authorize any other person to graze or run livestock over Lessor's lands without the express written consent of Lessor.

B. Appraisals and Valuations. Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state law and regulations, and the then existing policy of Lessor.

C. Subject to Existing Leases/Easements. This Lease is expressly subject to any right-of-way, easement, lease or contract, including, but not limited to, any present or future timber sale contract, that are now in force and effect or that may hereafter be granted relating to the Leased Premises.

D. Timber. This Lease does not authorize Lessee to cut any timber growing on the Leased Premises. Any unauthorized use of such timber by the Lessee or with his knowledge or consent, shall work a forfeiture of this Lease without notice, and said Lessee shall be responsible for damages in the amount of treble the value of the timber used or taken and all other damages. Said timber value to be determined by Lessor.

E. Modification. This Lease may be modified only by a fully executed Lease Adjustment on a form provided by Lessor.

F. Binding on Heirs and Successors. This Lease, including the Lease Provisions and any Special Terms and Conditions, shall inure to the benefit and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties.

G. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.

H. Entire Agreement. This Lease, including the Summary of Lease Provisions, the Lease Provisions, the Signature Page and all Attachments attached hereto, contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.

I. Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State courts located in Ada County in the event of any dispute with respect to this Lease.

J. Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

K. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

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This Lease, including the Summary of Lease Provisions, Lease Provisions, Signature Page, and all Attachments, is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners and Marianne Lindsey.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LESSEE SIGNATURES

x Marianne Lindsey
(Lessee/Company)

x _____
(Lessee/Company)

x _____
(Lessee/Company)

x _____
(Lessee/Company)

STATE OF IDAHO)
:ss (SEAL)
COUNTY OF IDAHO)

On this 10th day of February, in the year 2017, before me, a Notary Public, personally appeared Marianne Lindsey, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

AUDREY PAYTON NOTARY PUBLIC STATE OF IDAHO

Notary Public: Audrey Payton
Commission Expires: July 9, 2018

LESSOR SIGNATURES

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Secretary of the State of Idaho

President of the State Board of Land Commissioners and Governor of the State of Idaho

Director Department of Lands

STATE OF IDAHO)
:ss
COUNTY OF ADA)

On this 21st day of February, in the year 2017, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Lawerence E. Denney, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

VANESSA WILSON NOTARY PUBLIC STATE OF IDAHO

Notary Public: Vanessa Wilson
Commission Expires: 8-11-2020

Attachment A
SPECIAL TERMS AND CONDITIONS

Lease Number: **G430017**

Lease Applicant: **Marianne Lindsey**

Allotment Name: **Rail Creek**

Grazing:

(Number of Livestock by Class)

Cow/calf pairs	200	Yearlings	200	Bulls	15
Sheep	____	Horses	____	Other (specify)	____

(Number of AUMs by Class for Billing)

Cattle/Horses 666

Sheep ____

Season of Use (specific dates and total number of days):
Rail Creek Block: June 10-October 10 (122 days)*
Biddle/Rose Lewis/ Scully/ Brust 80: June 1 – October 31 (152 days)*

1. GRAZING MANAGEMENT PROPOSAL

The following Management Provision is a summary of the grazing and/or cropland management strategy agreed to by the Lessee and the Idaho Department of Lands to address identified resource concerns and management objectives.

Lessee intends to use the State lease in conjunction with private properties owned and leased by Canyon Cattle Co., both on Doumecq and Joseph Plains, along with BLM leases that are near or adjacent to the allotment.

CCC will have 3 groups of cattle allowing for various options for using state lands with the other lands mentioned above. Cow/calf pairs and herd bulls are to be run on the Rail Creek block, moving onto and off of the allotment via private adjacent lands. The smaller isolated lease sections may be used by, and not limited to, the following options:
1) Lessee may also run one group of yearling steers on the Doumecq side, coming off of Biddle onto private lands.
2) Breeder heifers will be bred on smaller private lands near Brust 80, and then bulls will be pulled to potentially go out on the Scully to be grazed in conjunction with private lands leased by CCC.
All cattle can easily be trailed from private to state lease, and vice versa, from either the Doumecq home ranch (Two Good) or Joseph home ranch (Dobbins), each having suitable corrals and water for weaning and shipping.

Fencing requirements:
Interior- All existing allotment fences will be repaired and made functional, or be removed at lessee's expense prior to second season turnout. Interior pasture fences are required to facilitate a deferred rotation system, and must be completed prior to second season turn out. Interior fences must be planned in cooperation with the Department to avoid conflict with timber management activities.

Boundary- The North end of the Rail Creek block, other problem areas as they arise, and smaller lease parcels (Scully, Brust 80, Biddle, Rose Lewis), must be fenced along the property boundary, or where identified by the Department, to prevent trespass of livestock onto and off of the allotment. This requirement shall be waived so long as the lessee is able to secure written authorization to use the adjacent private grazing rights, or private properties. If overuse occurs from non-permitted cattle the Department may require boundary fencing in order to continue use. **Necessary fence, or authorization to use adjacent lands, must be in place prior to livestock turnout, including the first year of the lease.** If the lessee chooses to not use a portion of the lease

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RETURNED

due to loss of adjacent grazing rights, or other reasons, the lessee must facilitate the legal use of those parcels by non-permitted livestock by obtaining Department approval to sublease or assign the affected parcel(s) in accordance to the terms of the lease.

BLM-Fencing along BLM boundaries may also be required if requested by Cottonwood Field Office staff or IDL Staff. If required, fencing must be complete prior to livestock turnout.

UTILIZATION STANDARDS: The allowable use standards are listed below. It is your responsibility to monitor utilization levels and to move your livestock to the next unit planned or off the allotment prior to the standards being exceeded.

Use Type	Riparian	Uplands
Utilization	35%	50%
Stubble Height	4"	4"
Browse	30%	—

Stream health and riparian plant communities will be maintained through proper timing of grazing in sensitive areas to minimize post-holing, shearing and sloughing of stream banks.

a. SALTING: Salt should be placed at least 600 feet from permanently located watering, riparian zones, meadows, juvenile plantations and other areas where livestock naturally congregate. Placement should be in upland areas where additional forage utilization is desired.

b. RIDING: The lessee will actively monitor and provide a rider throughout the grazing season to maintain proper distribution of livestock, reduce use in riparian areas, and prevent concentrated use by livestock that could result in portions of the pasture becoming over-utilized.

c. FORESTRY SPECIAL PROVISIONS: Congregation of livestock within a plantation will require prompt removal. Forest management practices may cause changes in AUMs, livestock distribution, and season of use. Lessee will be notified of these activities and changes as soon as possible.

e. *MODIFICATIONS: Dates are subject to change, depending on climatic, vegetative and other conditions which might occur. If the lessee wishes to make changes to the season of use, and/or number/class of livestock which does not change the AUM's authorized, an Annual Operative Plan can be used to authorize changes to the above management plan on an annual basis. Significant modifications, such as a change the AUM rate, will require an Amendment to the Lease document.

Attachment B
LEASED PREMISES LEGAL DESCRIPTION

TWN	RNG	SEC	Legal Description	Allotment	Acres	AUMS	County	Endowment
28N	01W	01	E2SW, SWNW	Rail Creek	120.00	14.00	Idaho	SS
28N	01W	02	Gov Lots 1-2, S2NE, SWSE	Rail Creek	203.70	33.00	Idaho	SS
28N	01W	03	N2SW, SESE	Rail Creek	120.00	24.00	Idaho	SS
28N	01E	07	Gov Lot 4	Rail Creek	50.16	6.00	Idaho	AC
28N	01W	10	E2E2, SWNE, W2SE	Rail Creek	280.00	32.00	Idaho	SS
28N	01W	11	ALL	Rail Creek	640.00	73.00	Idaho	SS
28N	01W	12	E2, E2W2, SWNW, W2SW	Rail Creek	600.00	69.00	Idaho	SS
28N	01W	13	E2, E2W2, W2NW, NWSW	Rail Creek	600.00	69.00	Idaho	SS
28N	01W	13	SWSW	Rail Creek	40.00	5.00	Idaho	AC
28N	01W	14	E2SE	Rail Creek	80.00	9.00	Idaho	AC
28N	01W	14	N2, E2SW, W2SE	Rail Creek	480.00	55.00	Idaho	SS
28N	01W	15	NE	Rail Creek	160.00	18.00	Idaho	SS
28N	01E	18	Gov Lots 1, 3, 4	Rail Creek	151.50	17.00	Idaho	AC
28N	01E	19	Gov Lot 1	Rail Creek	50.71	6.00	Idaho	AC
28N	01W	23	NENE, Pts SENE N E of Fence, Pts NESE N E of Fence	Rail Creek	100.00	11.00	Idaho	AC
28N	01W	23	NWNE	Rail Creek	40.00	5.00	Idaho	SS
28N	01W	24	NE, E2NW, N2SE	Rail Creek	320.00	37.00	Idaho	SS
28N	01W	24	NWNW, NWSW, S2SW, SWSE	Rail Creek	200.00	23.00	Idaho	AC
28N	01W	24	SESE	Rail Creek	40.00	5.00	Idaho	PS
28N	01W	25	N2, SW, NWSE, N2NESE, SWNESE	Rail Creek	530.00	31.00	Idaho	PS
28N	01W	25	SENESE	Rail Creek	10.00	1.00	Idaho	U
29N	01W	27	S2SW, SWSE	Rail Creek	120.00	24.00	Idaho	AC
29N	01W	34	NWNE	Rail Creek	40.00	6.00	Idaho	AC
28N	01W	36	ALL	Rail Creek	640.00	73.00	Idaho	PS
29N	01W	36	NWNE, N2NW, SWNW, NWSW, S2SW, SWSE	Rail Creek	320.00	20.00	Idaho	PS
					5,936.07	666.00		

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MAR 31 2026

DEPT. OF WATER RESOURCES

Page _____ of _____

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

Current Water Right No.: 79-4403

Current Owner: BROWNS INDUSTRIES INC

Priority Date: 1/1/1953

Origin: Water Right

Status: Active

Basis: Statutory Claim

Source	Tributary
SPRING	RICE CREEK

Beneficial Use	From To	Diversion Rate	Annual Volume
STOCKWATER	1/01 to 12/31	0.08 CFS	
	Total Diversion	0.08 CFS	

Location of Point(s) of Diversion

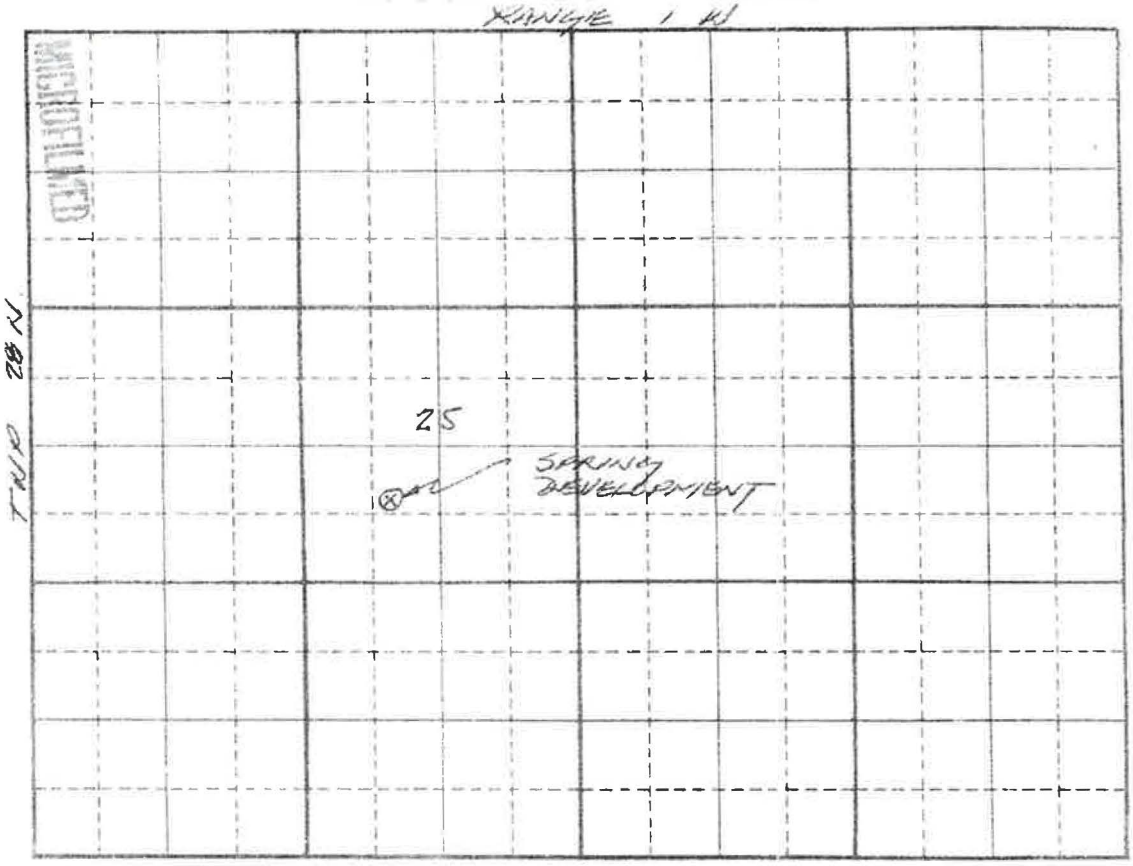
SPRING NE1/4SW1/4 Sec. 25, Twp 28N, Rge 01W B.M.
IDAHO County

Place of Use

STOCKWATER Within IDAHO County

T28N R01W S25 NESW

18) Remarks



Scale: 2 inches equal 1 mile

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
County of Adams)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Thomas, Lenhardt & Lee
Karen M. Brown
(Claimant)

Sworn to before me this 2 day of June, 19 83.

Notary Public
Residing at

My commission expires March 15, 1985

FOR DEPARTMENT USE ONLY

Received by		Date 6-9-83	Exception filed by	Fowarded to claimant by	Date
Prelim. check by		Date 6-14-83			
$30.00 fee received by		Date 6/20/83	289 64		
Published in	Idaho County Free Press				
Dates	10/27 & 11/3/83				

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RETURNED

NOTICE OF CLAIMS TO WATER RIGHTS

The following claim(s) have been filed on water right(s) created by diversion and beneficial use:

79-4493
BROWN INDUSTRIES INC, IDAHO FIRST PLAZA #1818, BOISE, ID 83701
Source: SPRING trib. to RICE CREEK
Priority Date: 01/01/1953
Diversion Pt: NESW Sec 25 T 28N R 01W
Use: STOCKWATER (0.08 CFS)
In: NESW Sec 25 T 28N R 01W.

79-4494
BROWN INDUSTRIES INC, IDAHO FIRST PLAZA #1818, BOISE, ID 83701
Source: SPRING trib. to OTTO CREEK
Priority Date: 01/01/1953
Diversion Pt: NWNE Sec 08 T 28N R 01E
Use: STOCKWATER (0.02 CFS) DOMESTIC (0.08 CFS)
In: NWNE Sec 08 T 28N R 01E.

79-4495
BROWN INDUSTRIES INC, IDAHO FIRST PLAZA #1818, BOISE, ID 83701
Source: SPRING trib. to HAMMER CREEK
Priority Date: 01/01/1953
Diversion Pt: NWNE Sec 17 T 28N R 01E
Use: STOCKWATER (0.10 CFS)
In: NWNE Sec 17 T 28N R 01E.

79-4496
BROWN INDUSTRIES INC, IDAHO FIRST PLAZA #1818, BOISE, ID 83701
Source: SPRING trib. to SINKS
Priority Date: 01/01/1953
Diversion Pt: SWSW Sec 04 T 28N R 01E
Use: STOCKWATER (0.10 CFS)
In: SWSW Sec 04 T 28N R 01E.

Exceptions to a claim may be filed with the Director, Dept. of Water Resources, Western Region, Statehouse, Boise, Idaho 83720.

KEN DUNN, Dir.

Published 10/26 & 11/2/83.

O26-N2

AFFIDAVIT OF PUBLICATION

Nona Donaldson being first duly sworn, says he is the office manager of the IDAHO COUNTY FREE PRESS, a weekly newspaper which is published and issued weekly at Grangeville, Idaho County, State of Idaho, and which is of general circulation in said county and state; that the said notice, of which the one hereto attached is a true copy, was published in said paper for 2 weeks, being published 2 times, the first publication being on the 26 day of October, 1983, and the last publication on the 2 day of November, 1983; and that the said notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of more than seventy-eight consecutive weeks prior to the first publication of said notice or advertisement

Nona Donaldson

Subscribed and sworn to before me this 2 day of November 1983

Notary Public for State of Idaho, residing at Grangeville, Idaho.

MICROFILMED

Department of Water Resources
Western Region

Form No. 243
9/81

Claim No. 79-4403

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, **Idaho Code**, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), **Idaho Code**. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that BROWN INDUSTRIES INC.
SUITE 1818, IDAHO FIRST PLAZA (Name of Claimant)
BOISE, IDAHO (Mailing Address) 83701 (Zip Code) Telephone No. 342-7883

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) 1953

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
UNNAMED SPRING tributary to RICE CREEK

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

	(cfs. af)	(Domestic, Irrigation, Stock, Etc.)	(Both dates Inclusive) Period of Use From (Mo., Day)	To (Mo., Day)
Quantity	0.06 CFS	Use STOCK	Period of Use From 1/1	To 12/31
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To

(4) 0.06 CFS (cfs. af) TOTAL QUANTITY USED.

(5) A) Point of diversion: (Location of point where water is diverted from its source)
NE ¼ SW ¼, Sec. 25 Twp. 2SN Rge. 1W B.M., County of IDAHO
Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. HEADBOX AND WATER TROUGH

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
2SN	1W	25									X								

No. of acres

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

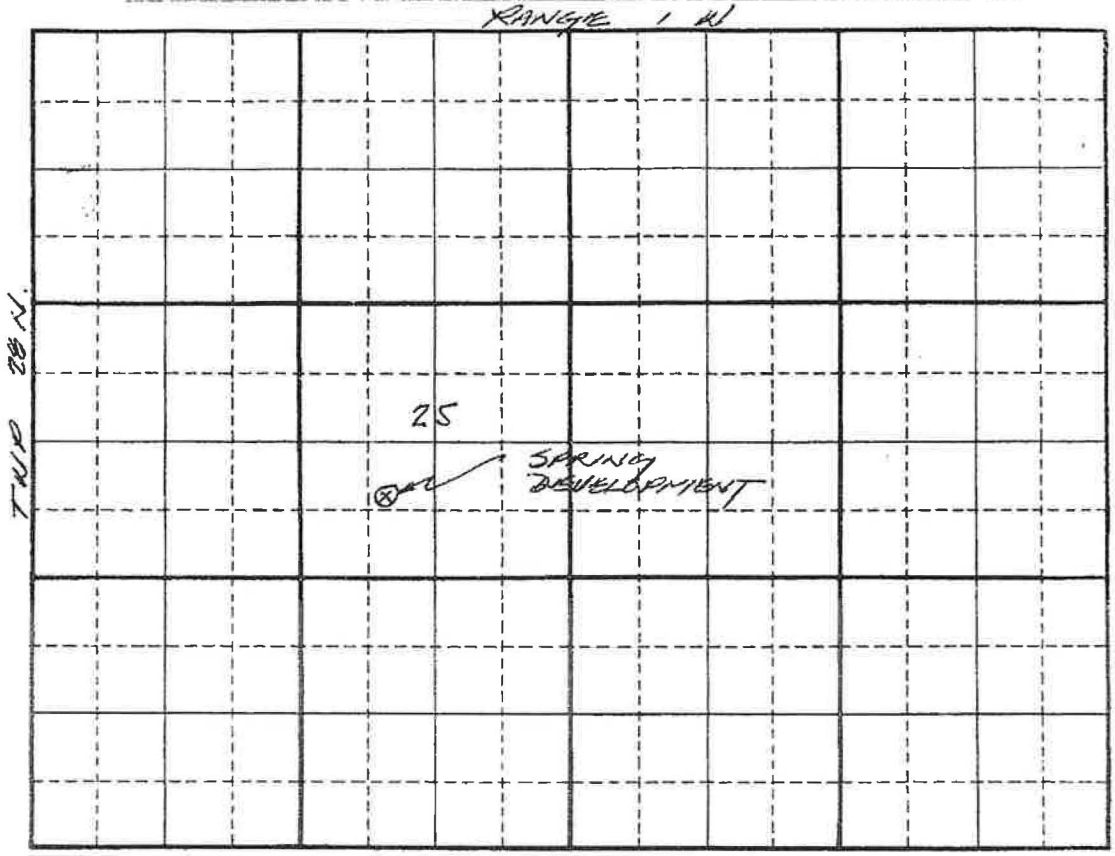
NOTE: Include here the type and number of stock watered: 400 CATTLE

(7) If you are claiming water as a member of an organization, list name of organization:

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(8) Remarks



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
County of Valley)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Brown, Anderson, Jones
Warren H. Brown
(Claimant)

Sworn to before me this 1 day of June, 19 83.

Notary Public
Residing at McCall, Idaho

My commission expires March 19, 1985

FOR DEPARTMENT USE ONLY

Received by mm Date 6-9-83 Exception filed by: Fowarded to claimant by: Date
Prelim. check by JS Date 6-14-83
$30.00 fee received by SP Date 6/10/83 28968
Published in Idaho County Free Press
Dates 10/27 & 11/3/83

TO WATER RIGHTS

The following claim(s) have been filed on water right(s) created by diversion and beneficial use:

79-4483
BROWN INDUSTRIES INC.
IDAHO FIRST PLAZA #1818,
BOISE, ID 83701
Source: SPRING trib. to RICE CREEK
Priority Date: 01/01/1953.
Diversion Pt: NESW Sec 25 T 28N R 01W
Use: STOCKWATER (0.08 CFS)
In: NESW Sec 25 T 28N R 01W.

79-4484
BROWN INDUSTRIES INC.
IDAHO FIRST PLAZA #1818,
BOISE, ID 83701
Source: SPRING trib. to OTTO CREEK
Priority Date: 01/01/1953
Diversion Pt: NWNE Sec 08 T 28N R 01E
Use: STOCKWATER (0.02 CFS) DOMESTIC (0.08 CFS)
In: NWNE Sec 08 T 28N R 01E.

79-4485
BROWN INDUSTRIES INC.
IDAHO FIRST PLAZA #1818,
BOISE, ID 83701
Source: SPRING trib. to HAMMER CREEK
Priority Date: 01/01/1953
Diversion Pt: NWNE Sec 17 T 28N R 01E
Use: STOCKWATER (0.10 CFS)
In: NWNE Sec 17 T 28N R 01E.

79-4486
BROWN INDUSTRIES INC.
IDAHO FIRST PLAZA #1818,
BOISE, ID 83701
Source: SPRING trib. to SINKS
Priority Date: 01/01/1953
Diversion Pt: SWSW Sec 04 T 28N R 01E
Use: STOCKWATER (0.10 CFS)
In: SWSW Sec 04 T 28N R 01E.

Exceptions to a claim may be filed with the Director, Dept. of Water Resources, Western Region, Statehouse, Boise, Idaho 83720.

KEN DUNN, Dir.

Published 10/26 & 11/2/83.

O26-N2

AFFIDAVIT OF PUBLICATION

Nona Donaldson being first duly sworn, says he is the office manager of the IDAHO COUNTY FREE PRESS, a weekly newspaper which is published and issued weekly at Grangeville, Idaho County, State of Idaho, and which is of general circulation in said county and state; that the said notice, of which the one hereto attached is a true copy, was published in said paper for 2 weeks, being published 2 times, the first publication being on the 26 day of October, 1983, and the last publication on the 2 day of November, 1983; and that the said notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of more than seventy-eight consecutive weeks prior to the first publication of said notice or advertisement.

Nona Donaldson

Subscribed and sworn to before me this 2 day of November, 1983

Notary Public for State of Idaho, residing at Grangeville, Idaho.

Department of Water Resources
Western Region

RETURNED

RETURNED

Form 243a
11/78

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: Jan Graves

Right Number 79 - 4403 Applicant Bracon Industries, Inc

NOTE: *IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.*

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☑ Affidavit of publication received. 11/22/83
- ☑ Claim published correctly. Idaho County Free Press 30/28969 10/27 & 11/3/83
- ☑ Exceptions processed.

By DBS Date 1/24/84

STATE OFFICE PROCESSING:

- ☑ Claim review complete.

By DC Date 2/15/84

Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Western Region

Statehouse
Boise, Idaho 83720
(208) 334-2190

NOVEMBER 16, 1983

BROWN INDUSTRIES INC.
IDAHO FIRST PLAZA #1818
BOISE ID 83701

RE: Claim No. 79-4403

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

DAVID B. SHAW
Western Region Supervisor

Enclosure

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79-4403

BROWN INDUSTRIES INC.

IDAHO FIRST PLAZA #1818, BOISE, ID 83701

Source: SPRING trib. to RICE CREEK

Priority Date: 01/01/1953

Diversion Pt: NESW Sec 25 T 28N R 01W

Use: STOCKWATER (0.08 CFS)

In: NESW Sec 25 T 28N R 01W

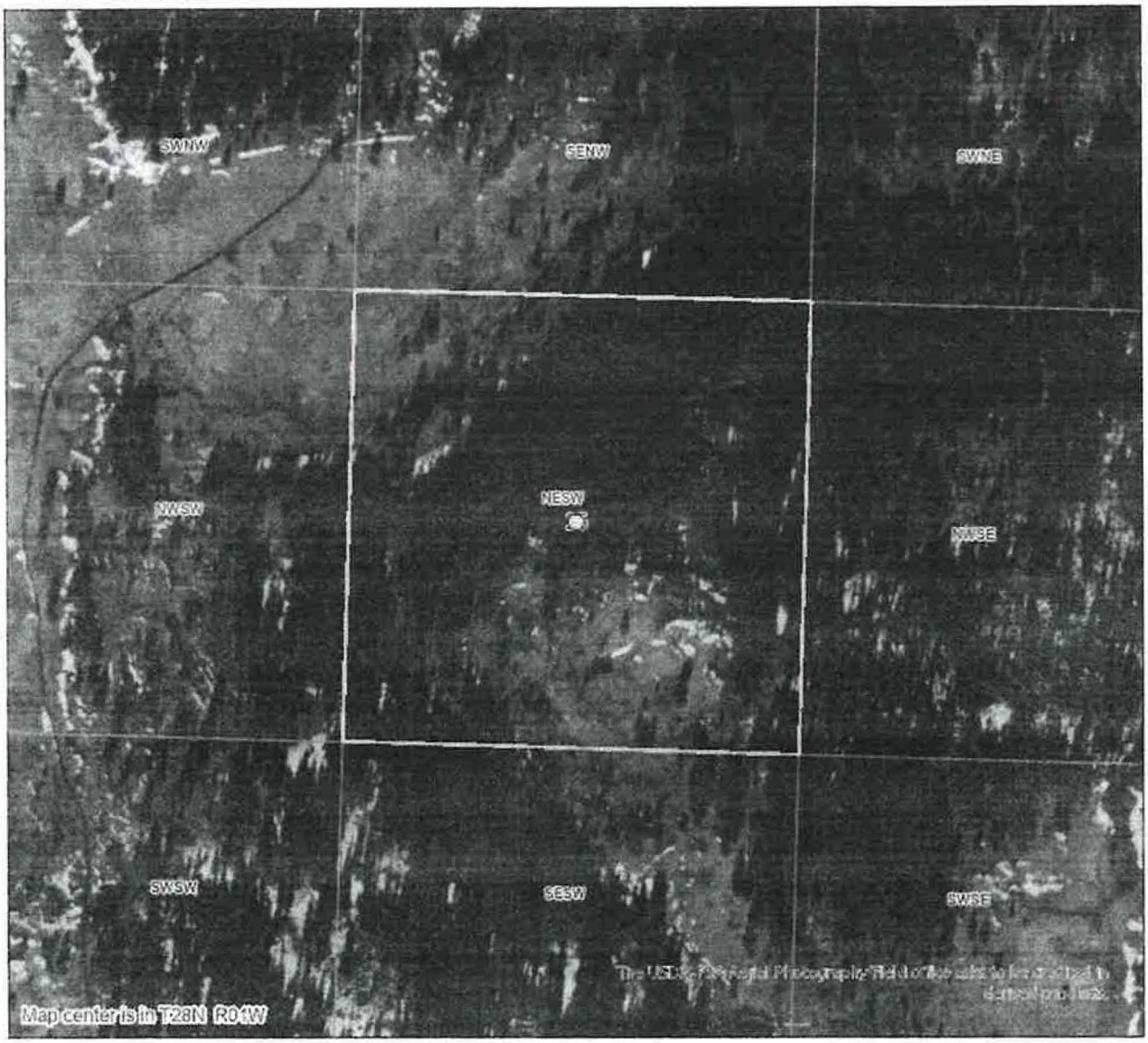
State of Idaho
Department of Water Resources

Water Right

79-4403

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.03 0.06 0.11 0.17 0.22
Miles

Legend
- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion

N

Date created: 3/25/2026

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MAR 31 2026

DEPT. OF WATER RESOURCES

Page _____ of _____

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

Current Water Right No.: 79-4407

Current Owner: BROWNS INDUSTRIES INC

Priority Date: 1/1/1953

Origin: Water Right

Status: Active

Basis: Statutory Claim

Source	Tributary
CAMP HOWARD SPRING	SINKS

Beneficial Use	From To	Diversion Rate	Annual Volume
STOCKWATER	1/01 to 12/31	0.08 CFS	
	Total Diversion	0.08 CFS	

Location of Point(s) of Diversion

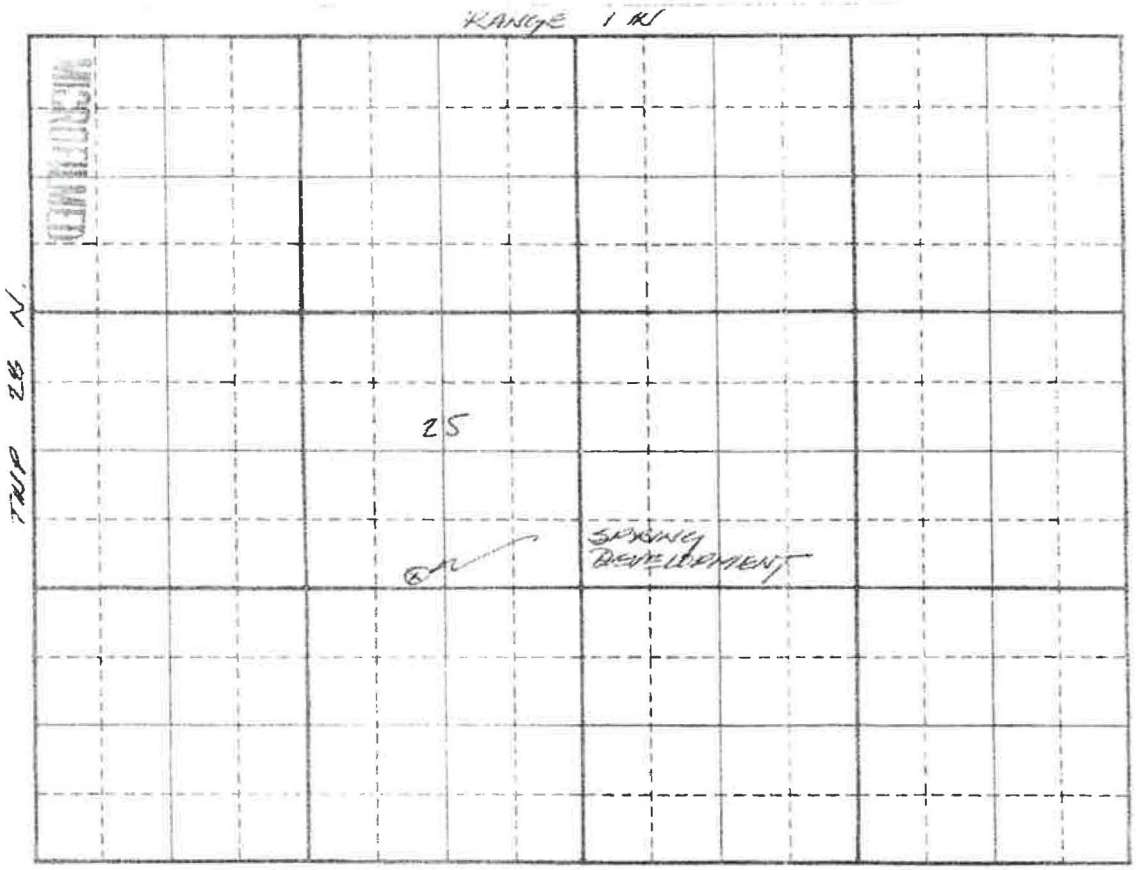
CAMP HOWARD SPRING SE1/4SW1/4 Sec. 25, Twp 28N, Rge 01W B.M.
IDAHO County

Place of Use

STOCKWATER Within IDAHO County

T28N R01W S25 SESW

18. Remarks



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
County of Twin Falls)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Warren K Brown
(Claimant)

Sworn to before me this 5 day of January, 19 83.

Notary Public
Residing at Twin Falls Idaho

My commission expires 4-4-87

7-18-83 FOR DEPARTMENT USE ONLY

Received by		Date 6-9-83	Exception filed by:	Forwarded to claimant: by	Date
Prelim. check by		Date 7/8/83			
$30.00 fee received by		Date 6/13/83	28969		
Published in	Times Gazette				
Dates	10/27 & 11/3/83				

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RETURNED

NOTICE OF CLAIMS TO WATER RIGHTS

The following claim(s) have been filed on water right(s) created by diversion and beneficial use:

79-4407
BROWN INDUSTRIES INC.
IDAHO FIRST PLAZA #1818,
BOISE, ID 83701
Source: CAMP HOWARD SPRING trib. to SINKS
Priority Date: 01/01/1953
Diversion Pt: SESW Sec 25 T 28N R 01W
Use: STOCKWATER (0.08 CFS)
In: SESW Sec 25 T 28N R 01W.

79-4408
BROWN INDUSTRIES INC.
IDAHO FIRST PLAZA #1818,
BOISE, ID 83701
Source: SPRING trib. to SALMON RIVER
Priority Date: 01/01/1952
Diversion Pt: LOT 05 (SWSW) Sec 32 T 28N R 10E
Use: DOMESTIC (0.04 CFS)
In: SESW Sec 32 T 28N R 10E.

79-4409
HITCHCOCK, M.G.
P.O. BOX 431, WHITE SWAN, WA. 98952
Source: SPRING trib. to HIGH BREAKS CREEK. UNNAMED STREAM trib. to HIGH BREAKS CREEK
Priority Date: 08/04/1950
Diversion Pt: NESE Sec 15 T 29N R 02W
Use: STOCKWATER (0.20 CFS)
In: NESE Sec 15 T 29N R 02W.

79-4410
HITCHCOCK, M.G.
P.O. BOX 431, WHITE SWAN, WA 98952
Source: SPRING trib. to CHAMBERLAIN GULCH
Priority Date: 07/27/1950
Diversion Pt: NENW Sec 15 T29N R 02W
Use: STOCKWATER (0.02 CFS) DOMESTIC (0.04 CFS)
In: NENW Sec 15 T 29N R 02W.

Exceptions to a claim may be filed with the Director, Dept. of Water Resources, Western Region, Statehouse, Boise, Idaho 83720.

KEN DUNN, Dir

Published 10/26 & 11/2/83.

C28-N2

AFFIDAVIT OF PUBLICATION

Nona Donaldson being first duly sworn, says he is the office manager of the IDAHO COUNTY FREE PRESS a weekly newspaper which is published and issued weekly at Grangeville, Idaho County, State of Idaho, and which is of general circulation in said county and state; that the said notice, of which the one hereto attached is a true copy, was published in said paper for 2 weeks, being published 2 times, the first publication being on the 26 day of October, 19 83, and the last publication on the 2 day of November, 19 83; and that the said notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of more than seventy-eight consecutive weeks prior to the first publication of said notice or advertisement.

Nona Donaldson

Subscribed and sworn to before me this 2 day of November, 1983.

Notary Public for State of Idaho, residing at Grangeville, Idaho.

MICROFILMED

Form No. 243
6-81

Claim No. 79-4407

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, **Idaho Code**, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), **Idaho Code**. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that BROKIN INDUSTRIES INC. (Name of Claimant)
SUITE 1818 IDAHO FIRST PLAZA (Mailing Address)
BOISE, IDAHO 83701 (Zip Code) Telephone No. 342-7863

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) 1953

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
CAMP HOWARD SPRING tributary to UNKNOWN

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

	(cfs, af)	(Domestic, Irrigation, Stock, Etc.)		(Both dates inclusive) (Mo., Day)		(Mo., Day)
Quantity	0.08 CFS	Use	STOCK	Period of Use From	1/1	To 12/31
Quantity		Use		Period of Use From		To
Quantity		Use		Period of Use From		To
Quantity		Use		Period of Use From		To
Quantity		Use		Period of Use From		To

(4) 0.08 CFS (cfs, af) TOTAL QUANTITY USED.

(5) A) Point of diversion: (Location of point where water is diverted from its source)
SE ~~SW~~ ¼ SW ¼, Sec. 25 Twp. 28N Rge. 1W B.M., County of IDAHO
Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and feild, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. HEADBOX AND WATER TROUGH

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
28N	1W	25											(X)	X					

No. of acres

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

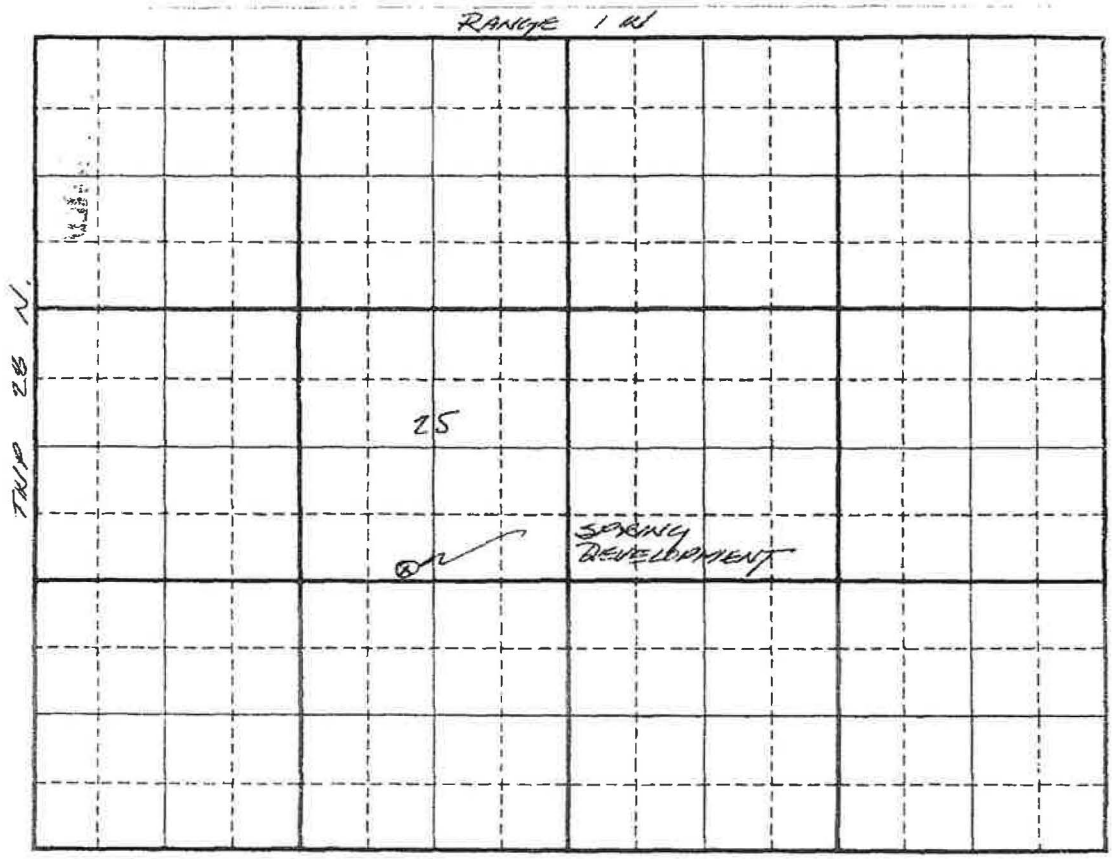
NOTE: Include here the type and number of stock watered: 400 CATTLE

(7) If you are claiming water as a member of an organization, list name of organization:

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(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
County of Vacuy)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Brown's Pleasant Estates Inc
Warren H Brown
(Claimant)

Sworn to before me this 1 day of June, 19 83.

Notary Public
Residing at Mac Idaho

My commission expires March 7 1985

7-11-83 FOR DEPARTMENT USE ONLY

Received by		Date 6-9-83	Exception filed by:	Fowarded to claimant by	Date
Prelim. check by		Date 6/21/83			
$30.00 fee received by		Date 6/14/83	28969		
Published in	Idaho County Free Press				
Dates	10/27 & 11/3/83				

NO[redacted]
TO [redacted]

The following claim(s) have been filed on water right(s) created by diversion and beneficial use:

BROWN [redacted]
IDAHO [redacted]
BOISE, [redacted]
Source: CAMP HOWARD SPRING trib. to SINKS
Priority Date: 01/01/1953
Diversion Pt: SESW Sec 25 T 28N R 01W
Use: STOCKWATER (0.08 CFS)
In: SESW Sec 25 T 28N R 01W.

79-4406
BROWN INDUSTRIES INC.
IDAHO FIRST PLAZA #1618,
BOISE, ID 83701
Source: SPRING trib. to SALMON RIVER
Priority Date: 01/01/1952
Diversion Pt: LOT 05 (SWSW) Sec 32 T 28N R 10E
Use: DOMESTIC (0.04 CFS)
In: SESW Sec 32 T 28N R 10E.

79-4409
HITCHCOCK, M.G.
P.O. BOX 431, WHITE SWAN, WA. 98952
Source: SPRING trib. to HIGH BREAKS CREEK. UNNAMED STREAM trib. to HIGH BREAKS CREEK
Priority Date: 08/04/1950
Diversion Pt: NESE Sec 15 T 29N R 02W
Use: STOCKWATER (0.30 CFS)
In: NESE Sec 15 T 29N R 02W.

79-4410
HITCHCOCK, M.G.
P.O. BOX 431, WHITE SWAN, WA 98952
Source: SPRING trib. to CHAMBERLAIN GULCH
Priority Date: 07/27/1950
Diversion Pt: NENW Sec 15 T 29N R 02W
Use: STOCKWATER (0.02 CFS) DOMESTIC (0.04 CFS)
In: NENW Sec 15 T 29N R 02W.

Exceptions to a claim may be filed with the Director, Dept. of Water Resources, Western Region, Statehouse, Boise, Idaho 83720.

KEN DUNN, Dir.

Published 10/26 & 11/2/83.

O26-N2

AFFIDAVIT OF PUBLICATION

Nona Donaldson being first duly sworn, says he is the office manager of the IDAHO COUNTY FREE PRESS, a weekly newspaper which is published and issued weekly at Grangeville, Idaho County, State of Idaho, and which is of general circulation in said county and state; that the said notice, of which the one hereto attached is a true copy, was published in said paper for 2 weeks, being published 2 times, the first publication being on the 26 day of October, 19 83 and the last publication on the 2 day of November, 19 83; and that the said notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of more than seventy-eight consecutive weeks prior to the first publication of said notice or advertisement.

Nona Donaldson

Subscribed and sworn to before me this 2 day of November, 1983.

Notary Public for State of Idaho, residing at Grangeville, Idaho.

RETURNED

RETURNED

Form 243a
11/78

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: Jan Glover

Right Number 77-4407 Applicant Brown Industries

NOTE: *IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.*

CHECK:

- ☑ Name and address.
- ☑ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☑ Source.
- ☑ Quantity, use, period.
- ☑ Point(s) of diversion.
- ☑ Location of use.
- ☑ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☑ Affidavit of publication received. 11/22/83
- ☑ Claim published correctly. Idaho Cnty. Free Press 10/27 & 11/3/83 30/29969
- ☑ Exceptions processed.

By DBS Date 1/24/84

STATE OFFICE PROCESSING:

- ☑ Claim review complete.

By DC Date 2/15/84

Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Western Region

Statehouse
Boise, Idaho 83720
(208) 334-2190

NOVEMBER 16, 1983

BROWN INDUSTRIES INC.
IDAHO FIRST PLAZA #1818
BOISE ID 83701

RE: Claim No. 79-4407

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

DAVID B. SHAW
Western Region Supervisor

Enclosure

RETURNED

RETURNED

29-4402

BROWN INDUSTRIES INC.

IDAHO FIRST PLAZA #1818, BOISE, ID 83701

Source: CAMP HOWARD SPRING trib. to SINKS

Priority Date: 01/01/1953

Diversion Pt: SESW Sec 25 T 28N R 01W

Use: STOCKWATER (0.08 CFS)

In: SESW Sec 25 T 28N R 01W

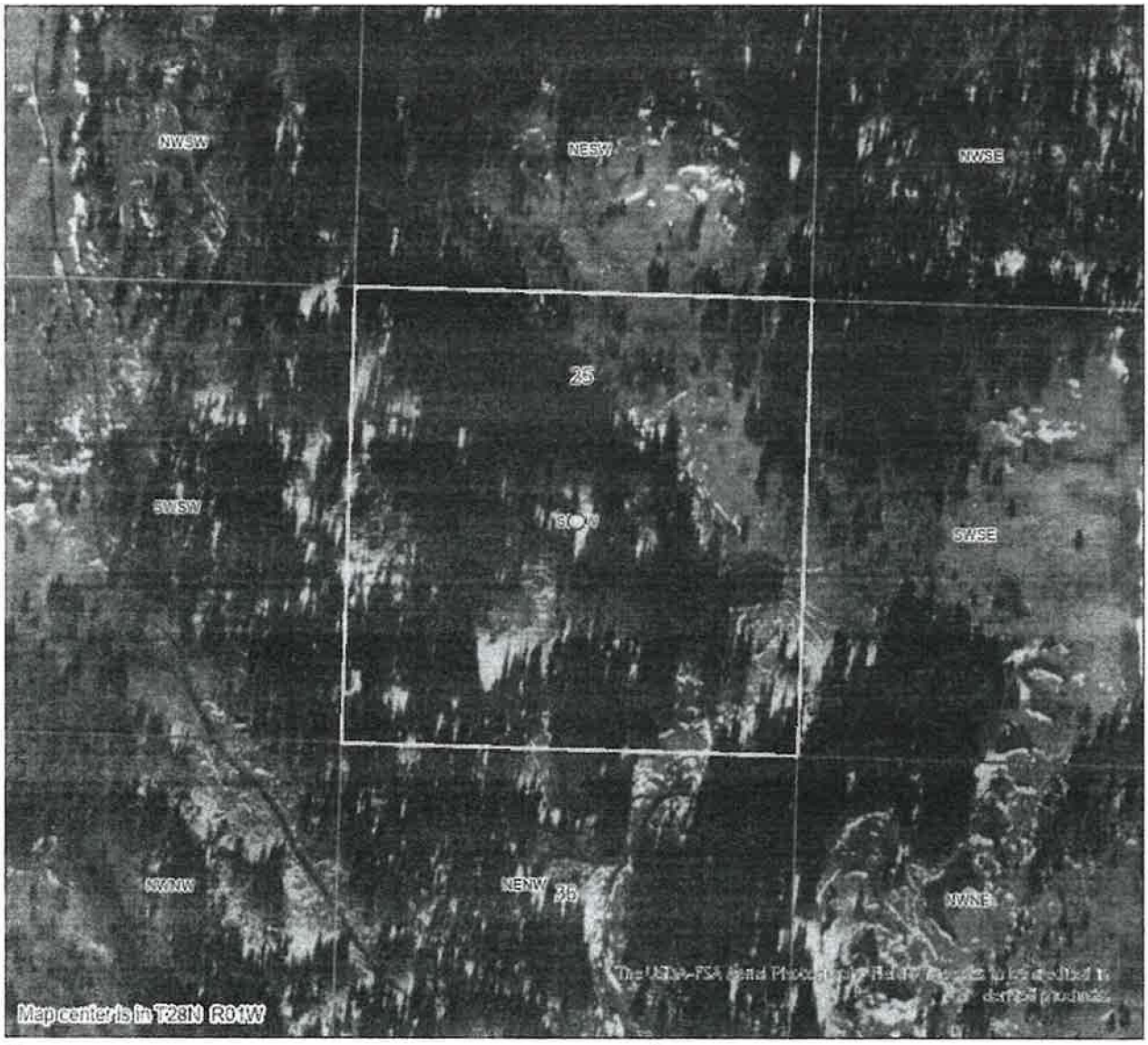
State of Idaho
Department of Water Resources

Water Right

79-4407

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 3/25/2026

RETURNED

Hersley, Jean

From: Hersley, Jean
Sent: Friday, April 3, 2026 9:41 AM
To: IdwrPayable
Subject: refund to Marianne Lindsey
Attachments: C125559.docx

Please process the attached refund. Thank you.

Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942

Idaho Department of Water Resources Receipt

Receipt ID: C125559

Payment Amount	$100.00	Date Received	3/31/2026	Region	STATE
Payment Type	Check	Check Number	2050		

Payer CANYON CATTLE CO. / LINDSEY, MARIANNE M.

Comments APPLICATION FOR TRASFER
FOR: IDAHO DEPARTMENT OF LANDS
FOR: 79-4403, 79-4407
DOCUMENT NUMBER: CR # 107009

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$100.00	TRANSFERS	56105	0229	21		1155

Signature Line (Department Representative)

Please refund $100 to:

Canyon Cattle-Marianne M Lindsey
Po box 245
White Bird ID 83554

Application was returned unprocessed. They should have filed a Notice of Change in Water Right Ownership.

Jean