As requested by IDWR, attached is one set of Exhibits A-C.

These support or SRBA Applications on IDL, BLM and USFS lands on the associated allotments.

In addition, attached are the associated Grazing leases and Grazing Permits.

#### Exhibit A IDL Land

- 1. BLM South Cold Springs (ID01130) Grazing allotment Map
- 2. Current BLM Grazing Permit for South Cold Springs Allotment (1101651)
- 3. Current IDL Grazing Lease within the South Cold Springs Allotment (G700105)

#### **Exhibit B BLM Land**

- 1. BLM Emigrant Crossing (ID01028) Allotment Map and Grazing Permit (1101651)
- 2. BLM Hammett #3 (ID01035) Grazing Allotment Map and Grazing Permit (1101651)
- 3. BLM Hot Springs (ID01103) Grazing Allotment Map and Grazing Permit (1101651)
- 3. BLM South Camas (ID01043) Grazing Allotment Map and Grazing Permit (1101651)
- 5. BLM South East Alkali Seeding (ID01129) Grazing Allotment Map and Grazing Permit (1101651)
- 6. BLM South Cold Springs (ID01130) Grazing Allotment Map and Grazing Permit (1101651)
- 7. BLM Hammett #7 (ID01039) Grazing Allotment Map and Grazing Permit (1100613)

#### Exhibit C USFS Land

- 1. Current USFS Term Grazing Permit for South Little Camas C&H Allotment 01007
- 2. BLM South Camas (ID01043) Grazing Allotment Map

Tried numerous times to obtain an allotment map from USFS and was not successful. But the USFS South Little Camas C&H Allotment and the BLM South Camas Allotment are run in common by Casa Del Norte, LP.

Form 4130-2a (July 2016)



### U.S. Department of the Interior BUREAU OF LAND MANAGEMENT



State: ID Office: LLIDB01000 Preference Code: 03 AUTHORIZATION: 1100613

#### **GRAZING PERMIT**

EFFECTIVE: 04/01/2017 TO 02/28/2027

ISSUED TO:

IRON HORSE RANCH LLC 11204 NORTH BAR 21 DRIVE GLENNS FERRY ID 83623-5028



#### ISSUED BY:

BUREAU OF LAND MANAGEMENT FOUR RIVERS FIELD OFFICE 3948 DEVELOPMENT AVE BOISE ID 83705-5339

UNDER 43 CFR PART 4100, THE BUREAU OF LAND MANAGEMENT (BLM) OFFERS YOU THIS GRAZING PERMIT BASED ON YOUR RECOGNIZED QUALIFICATIONS. UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS GRAZING PERMIT AND PAYMENT OF GRAZING FEES WHEN DUE, YOU ARE AUTHORIZED TO MAKE GRAZING USE OF LANDS UNDER THE JURISDICTION OF THE BLM THAT ARE COVERED BY THIS GRAZING PERMIT. IF YOU HAVE QUESTIONS CONCERNING THIS GRAZING PERMIT, CONTACT YOUR LOCAL BLM OFFICE AT 208-384-3300.

#### **TERMS AND CONDITIONS**

		LIVESTOCK	PERIOD	%PL	
ALLOTMENT	PASTURE	NUMBER KIND	BEGIN END	USE TYPE USE	AUMS
ID01033 HAMMETT#1		772 CATTLE	04/01 11/30	94 ADAPTIVE	1,574
ID01039 HAMMETT #7		750 CATTLE	06/01 11/30	10 ADAPTIVE	137

- I. LIVESTOCK GRAZING MUST BE CONDUCTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS DESCRIBED IN THE FINAL DECISION DATED 8/3/2015 AS CHANGED BY A SETTLEMENT AGREEMENT DATED 3/7/2016, AS APPROVED BY ALJ ORDER DATED 3/9/2016.
- 2. LIVESTOCK TURN-OUT IS SUBJECT TO DISTRICT RANGE READINESS CRITERIA.
- 3. CHANGES TO THE SCHEDULED USE WILL REQUIRE PRIOR APPROVAL BY THE AUTHORIZED OFFICER.
- YOU ARE REQUIRED TO SUBMIT A SIGNED AND DATED ACTUAL GRAZING USE REPORT FORM (BLM FORM 4130-5) FOR EACH ALLOTMENT YOU GRAZE. THE COMPLETED FORM(S) MUST BE SUBMITTED TO THIS OFFICE WITHIN 15 DAYS FROM THE LAST DAY OF YOUR AUTHORIZED ANNUAL GRAZING USE.
- SALT AND/OR SUPPLEMENTS SHALL NOT BE PLACED WITHIN ONE-QUARTER (1/4)-MILE OF SPRINGS, STREAMS, MEADOWS, ASPEN STANDS, PLAYAS, SPECIAL STATUS PLANT POPULATIONS, ELIGIBLE HISTORIC PROPERTIES, OR WATER DEVELOPMENTS. USE OF SUPPLEMENTS OTHER THAN THE STANDARD SALT OR MINERAL BLOCK ON PUBLIC LAND REQUIRES ANNUAL AUTHORIZATION BY THE JUTHORIZED OFFICER.
- . A CROSSING PERMIT MAY BE REQUIRED PRIOR TO TRAILING LIVESTOCK ACROSS PUBLIC LANDS. CROSSING ACTIVITIES MUST BE :OORDINATED WITH THE BLM PRIOR TO INITIATION. PERMITTEE WILL ALSO NOTIFY ANY/ALL AFFECTED PERMITTEES IN ADVANCE OF :ROSSING.
- . LIVESTOCK EXCLOSURES LOCATED WITHIN GRAZING ALLOTMENT(S) WILL BE CLOSED TO ALL DOMESTIC GRAZING USE.
- RANGE IMPROVEMENTS MUST BE MAINTAINED IN ACCORDANCE WITH THE COOPERATIVE AGREEMENT AND RANGE IMPROVEMENT ERMITS IN WHICH YOU ARE A SIGNATORY OR ASSIGNEE. ALL MAINTENANCE ACTIVITIES WHICH MAY RESULT IN GROUND ISTURBANCE REQUIRE PRIOR APPROVAL FROM THE AUTHORIZED OFFICER.

9. ESCAPE RAMPS THAT MEET BLM STANDARDS MUST BE INSTALLED AND FUNCTIONING ON WATER TROUGHS LOCATED ON PUBLIC LANDS. THE PERMITTEE WILL INFORM BLM IF ESCAPE RAMPS ARE NEEDED ON PERMANENT TROUGHS, AND BLM WILL SUPPLY THEM. THE PERMITTEE IS RESPONSIBLE FOR PROVIDING ESCAPE RAMPS FOR TEMPORARY TROUGHS. IT IS THE PERMITTEE?S RESPONSIBILITY TO MAINTAIN AND INSTALL ALL ESCAPE RAMPS.

- 10. PURSUANT TO 43 CFR ? 10.4(B), YOU MUST NOTIFY THE BLM FIELD MANAGER, BY TELEPHONE WITH WRITTEN CONFIRMATION, IMMEDIATELY UPON THE DISCOVERY OF HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS OF CULTURAL PATRIMONY ON FEDERAL LANDS. PURSUANT TO 43 CFR ? 10.4(C), YOU MUST IMMEDIATELY STOP ANY ONGOING ACTIVITIES CONNECTED WITH SUCH DISCOVERY AND MAKE A REASONABLE EFFORT TO PROTECT THE DISCOVERED REMAINS OR OBJECTS.
- 11. PERMITTEES OR LESSEES SHALL PROVIDE REASONABLE ADMINISTRATIVE ACCESS ACROSS PRIVATE AND LEASED LANDS TO THE BLM FOR THE ORDERLY MANAGEMENT AND PROTECTION OF PUBLIC LANDS.
- 12. AUMS AND LIVESTOCK NUMBERS (WITHIN PERMITTED GRAZING DATES) ARE CURRENTLY CALCULATED USING % PUBLIC LAND. BLM IS USING THE % PUBLIC LAND CALCULATION BECAUSE GRAZING ON THIS ALLOTMENT INCORPORATES UNFENCED ACRES OF NON-PUBLIC LANDS WHICH ARE OWNED OR CONTROLLED BY THE PERMITTEE; IN ESSENCE THE % PUBLIC LAND CALCULATION GIVE THE PERMITTEE CREDIT FOR FORAGE BEING USED ON THE NON-PUBLIC LANDS AND RESULTS IN AN INCREASE IN LIVESTOCK NUMBERS. SHOULD THE NON-PUBLIC LANDS (PRIVATE, STATE LANDS) WITHIN THE ALLOTMENT BE FENCED OUT OR OTHERWISE ACQUIRED BY A THIRD PARTY THROUGH LEASE OR OWNERSHIP CHANGES SUCH THAT THE PERMITTEE NO LONGER USES THEM IN CONJUNCTION WITH THE PUBLIC LANDS, THE % PUBLIC LAND AND LIVESTOCK NUMBERS WILL CHANGE ADMINISTRATIVELY AND AUTOMATICALLY WITHOUT FURTHER NOTICE. IF THAT HAPPENS, BLM WILL ISSUE A TIMELY NEW PERMIT TO REFLECT THE ADMINISTRATIVE CHANGE. NO CHANGES TO ACTIVE AUMS ON PUBLIC LAND WILL OCCUR.

TERMS AND CONDITIONS FOR THE HAMMETT #1 ALLOTMENT (01033)

I) USE IN THE HAMMETT #1 ALLOTMENT WILL BE AUTHORIZED ON A TWO-YEAR SPRING-FALL ROTATION SYSTEM AS FOLLOWS, WITH THE CYCLE REPEATED AFTER YEAR 2. RECENTLY BURNED EXOTIC ANNUAL GRASS DOMINATED AREAS IN THE SOUTHERN THIRD OF PASTURE 1 MAY BE USED ANNUALLY IN THE SPRING AND FALL. THE PERMITTEE WILL USE ACTIVE, NON-MOTORIZED, HERDING TO ENSURE LIVESTOCK ARE PRESENT ONLY IN THE AUTHORIZED USE AREA. NO USE IS AUTHORIZED FROM 07/02 TO 09/29.

EVEN YEAR: EAST SIDE OF PASTURE 1 - 05/01 THROUGH 07/01 - 760 ACTIVE AUMS, WEST SIDE OF PASTURE 1 - 09/30 THROUGH 11/30 -815 ACTIVE AUMS

)DD YEAR: EAST SIDE OF PASTURE 1 - 09/30 THROUGH 11/30 - 760 ACTIVE AUMS, WEST SIDE OF PASTURE 1 05/01 THROUGH 07/01 - 815 ICTIVE AUM

INNUALLY: EXOTIC ANNUAL GRASS DOMINATED AREAS AFFECTED BY RECENT FIRES IN THE SOUTHERN THIRD OF PASTURE 1 AND SOUTHERN PART OF PASTURE 3 COULD BE USED 04/01 THROUGH 06/01 AND 09/30 THROUGH 11/30; HOWEVER, AUMS USED IN THESE IREAS WOULD NOT BE AVAILABLE IN THE REMAINDER OF THE ALLOTMENT.

) PRIOR TO THE BEGINNING OF EACH AUTHORIZED USE PERIOD IN THE HAMMETT #1 ALLOTMENT, THE PERMITTEE WILL COORDINATE HEIR INTENDED OPERATING PLANS WITH THE BLM AT AN ANNUAL MEETING. APRIL USE MAY BE AUTHORIZED ON IN EXOTIC ANNUAL OMINATED AREAS AS IDENTIFIED AT THE ANNUAL MEETING. LIVESTOCK WILL BE KEPT IN THESE AREAS THROUGH THE USE OF ERDING AND/OR APPROVED SUPPLEMENTS. USE OF PERENNIAL-DOMINATED AREAS WILL NOT BE AUTHORIZED BEFORE MAY 1.

IVESTOCK NUMBERS IN THE HAMMETT #1 ALLOTMENT MAY VARY, PROVIDED SEASON OF USE AND AUMS ARE NOT EXCEEDED; OWEVER, THE MAXIMUM NUMBER OF LIVESTOCK PRESENT AT ANY ONE TIME WILL NOT EXCEED 772 HEAD.

TERMS AND CONDITIONS FOR THE SOUTH HAMMETT #7 ALLOTMENT (01039)

ANNUAL USE IN THE BLACKHAWK PASTURE (3) OF THE SOUTH HAMMETT #7 ALLOTMENT WILL BE DEFERRED UNTIL AFTER SEED-RIPE F PERENNIAL GRASSES (TYPICALLY JULY 15) IN TWO OF EVERY THREE YEARS. ANNUAL USE IN THE WEST FORK (1) AND LONG DRAW ) PASTURES COULD OCCUR ANY TIME DURING THIS PERIOD.

PRIOR TO THE BEGINNING OF EACH AUTHORIZED USE PERIOD IN THE SOUTH HAMMETT #7 ALLOTMENT, THE PERMITTEE WILL DORDINATE THEIR INTENDED OPERATING PLANS WITH THE BLM AT AN ANNUAL MEETING.

DATE PRINTED: 03/21/2017

3. LIVESTOCK NUMBERS IN THE SOUTH HAMMETT #7 ALLOTMENT MAY VARY, PROVIDED SEASON OF USE AND AUMS ARE NOT EXCEEDED; HOWEVER, THE MAXIMUM NUMBER OF LIVESTOCK PRESENT AT ANY ONE TIME WILL NOT EXCEED 750 HEAD AND WILL NOT BE AUTHORIZED IN CONSECUTIVE YEARS AND NO MORE THAN THREE TIMES IN A TEN YEAR PERIOD.

#### PERMITTED USE SUMMARY

ALLOTM	ENT		ACTIVE SU	JSPENDED SL AUMS	TEMP ISPENDED AUMS	PERMITTED USE
ID01033	HAMMETT #1		1,574	0	0	1,574
ID01039	HAMMETT #7		137	0	0	137

#### TERMS AND CONDITIONS APPLICABLE TO ALL PERMITS AND LEASES

- 1. Grazing permit or lease terms and conditions and the fees charged for grazing use are established in accordance with the provisions of the grazing regulations now or hereafter approved by the Secretary of the Interior.
- 2. They are subject to cancellation, in whole or in part, at any time because of:
  - a. Noncompliance by the permittee/lessee with rules and regulations.
- b. Loss of control by the permittee/lessee of all or a part of the property upon which it is based.
- c. A transfer of grazing preference by the permittee/lessee to another party.
- d. A decrease in the lands administered by the Bureau of Land Management within the allotment(s) described.
- e. Repeated willful unauthorized grazing use.
- f. Loss of qualifications to hold a permit or lease.
- 3. They are subject to the terms and conditions of allotment management plans if such plans have been prepared. Allotment management plans MUST be incorporated in permits or leases when completed.
- 4. Those holding permits or leases MUST own or control and be responsible for the management of livestock authorized to graze.
- 5. The authorized officer may require counting and/or additional or special marking or tagging of the livestock authorized to graze.
- 3. The permittee's/lessee's grazing case file is available for public inspection as required by the Freedom of Information Act.
- 7. Grazing permits or leases are subject to the nondiscrimination clauses set forth in Executive Order 11246 of September 24, 1964, as amended. A copy of this order may be obtained from the authorized officer.
- I. Livestock grazing use that is different from that authorized by a permit or lease MUST be applied for prior to the grazing period and MUST be filed with and approved by the authorized officer before grazing use can be made.
- . Billing notices are issued which specify fees due. Billing notices, when paid, become a part of the grazing permit or lease. Grazing use annot be authorized during any period of delinquency in the payment of amounts due, including settlement for unauthorized use.
- 0. The holder of this authorization must notify the authorized officer immediately upon the discovery of human remains, funerary objects, acred objects, or objects of cultural patrimony (cultural items), stop the activity in the area of the discovery and make a reasonable effort to rotect the remains and/or cultural items.
- 1. Grazing fee payments are due on the date specified on the billing notice and MUST be paid in full within 15 days of the due date, except s otherwise provided in the grazing permit or lease. If payment is not made within that time frame, a late fee (the greater of \$25 or 10 ercent of the amount owed but not more than \$250) will be assessed.
- 2. Members of Congress may not enter into a grazing permit or lease. 41 USC 6306 (2014). Further, no officer, agent, or employee of the epartment of the Interior, other than members of Advisory committees appointed in accordance with the Federal Advisory Committee Act (5 .S.C. App. 1) and Sections 309 of the Federal Land Policy and Management Act of 1976 (42 U.S.C. 1701 et. seq.) shall be admitted to any hare or part in a permit or lease for grazing or derive any benefit to arise from a permit or lease for grazing.

DATE PRINTED: 03/21/2017

#### **THIS GRAZING PERMIT:**

1. CONVEYS NO RIGHT, TITLE OR INTEREST HELD BY THE UNITED STATES IN ANY LANDS OR RESOURCES

2. IS SUBJECT TO (A) MODIFICATION, SUSPENSION OR CANCELLATION AS REQUIRED BY LAND PLANS AND APPLICABLE LAW; (B) ANNUAL REVIEW AND MODIFICATION OF TERMS AND CONDITIONS AS APPROPRIATE; AND (C) THE TAYLOR GRAZING ACT, AS AMENDED, THE FEDERAL LAND POLICY AND MANAGEMENT ACT, AS AMENDED, THE PUBLIC RANGELANDS IMPROVEMENT ACT, AND THE RULES AND REGULATIONS NOW OR HEREAFTER PROMULGATED THEREUNDER BY THE SECRETARY OF THE INTERIOR.

ACCEPTED BY:	
Jun Mille	4/3/17
OPERATOR SIGNATURE  Teresa M m. Callum Manager	DATE
PRINTED NAME AND TITLE	
APPROVED BY:	/ /
the Bully	4/6/17
BLM AUTHORIZED OFFICER SIGNATURE Tate Fischer	/ /DATE
PRINTED NAME AND TITLE Four Rivers Field Office Manager	

UMS: Animal Unit Months. Animal unit month means the amount of forage necessary for the sustenance of one cow or its equivalent for a eriod of 1 month. For fee calculation purposes, an AUM is one month's use and occupancy of the range by one cow, bull, steer, heifer, orse, burro, mule, 5 sheep or 5 goats that: (1) are over the age of 6 months at the time of entering lands administered by the BLM; (2) are eaned regardless of age; (3) will become 12 months of age during the authorized period of use.

PL Use: Percent forage from public land use.

ype Use: Categories with specific rules that govern AUM and grazing fee calculation and input on grazing authorizations and bills.

Form 4130-2a (July 2016)



## U.S. Department of the Interior BUREAU OF LAND MANAGEMENT



State: ID Office: LLIDB01000 Preference Code: 03 AUTHORIZATION: 1101651

#### **GRAZING PERMIT**

EFFECTIVE: 04/01/2017 TO 02/28/2027

ISSUED TO:

IRON HORSE RANCH LLC 11204 NORTH BAR 21 DRIVE GLENNS FERRY ID 83623-5028

#### ISSUED BY:

BUREAU OF LAND MANAGEMENT FOUR RIVERS FIELD OFFICE 3948 DEVELOPMENT AVE BOISE ID 83705-5339

UNDER 43 CFR PART 4100, THE BUREAU OF LAND MANAGEMENT (BLM) OFFERS YOU THIS GRAZING PERMIT BASED ON YOUR RECOGNIZED QUALIFICATIONS. UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS GRAZING PERMIT AND PAYMENT OF GRAZING FEES WHEN DUE, YOU ARE AUTHORIZED TO MAKE GRAZING USE OF LANDS UNDER THE JURISDICTION OF THE BLM THAT ARE COVERED BY THIS GRAZING PERMIT. IF YOU HAVE QUESTIONS CONCERNING THIS GRAZING PERMIT, CONTACT YOUR LOCAL BLM OFFICE AT 208-384-3300.

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#### **TERMS AND CONDITIONS**

ALLOTM	ENT	PASTURE	LIVESTOCK NUMBER KIND	PEF BEGIN	RIOD END	%PL USE TYPE USE	AUMS
ID00813	MOUNTAIN HOME SUBUNIT	10- ROSS ROAD SDG	280 CATTLE	04/01	06/15	100 ACTIVE	700
ID00829	2-PLUS CUSTODIAL ALLOT		25 CATTLE	04/01	11/30	100 ACTIVE	201
ID01028	EMIGRANT CROSSING	ng mantal man ito i Managamentahan dan salam kanamanan menindi di terbigai sebesahan menindi di	100 CATTLE	04/10	06/30	100 ACTIVE	270
ID01028	EMIGRANT CROSSING	, ay ayu ay kaba ay kababan ka ka a a a a a a a a a a a a a a a a	76 CATTLE	10/01	12/05	100 ACTIVE	165
ID01035	HAMMETT #3	AND THE PERSON NAMED IN COLUMN TO A STREET OF THE STREET O	60 HORSE	04/01	04/30	100 ACTIVE	59
ID01035	HAMMETT #3	and the second of the second o	28 HORSE	08/01	11/30	100 ACTIVE	112
ID01043	SOUTH CAMAS	gigaria de la completación e equilibrio de servición de completa de la completa del la completa de la completa del la completa de la completa del la completa de la completa del la completa del la completa del la comp	50 CATTLE	07/01	08/15	100 ACTIVE	76
ID01103	HOT SPRINGS	<ol> <li>and Problem 8 (6) or a surrounded length (1) of the class construct.</li> </ol>	121 CATTLE	10/15	12/31	100 ACTIVE	310
ID01129	SOUTH EAST ALKALI SEEDING		38 CATTLE	04/01	06/30	100 ACTIVE	114
ID01129	SOUTH EAST ALKALI SEEDING		47 CATTLE	10/15	12/31	100 ACTIVE	121
ID01130	SOUTH COLD SPRINGS		250 CATTLE	. 04/01	06/30	100 ACTIVE	748
ID01130	SOUTH COLD SPRINGS	gy - Cymrumania mae'r a c - c - c - c - c - c - c - c - c - c	174 CATTLE	10/15	12/31	100 ACTIVE	446

LIVESTOCK GRAZING WITHIN THE MTN. HOME SUB-UNIT ALLOTMENT WILL BE IN ACCORDANCE WITH THIS DECISION AND THE 1989 AGREEMENT AND COMPLY WITH THE CONSERVATION MEASURES OUTLINED IN THE CCA FOR SLICKSPOT PEPPERGRASS (LEPIDIUM PAPILLIFERUM) DATED DECEMBER 11, 2003.

THE MTN. HOME SUB-UNIT ALLOTMENT IS SUBJECT TO THE REQUIREMENTS OF 43 CFR 4180-FUNDAMENTALS OF RANGELAND HEALTH AND GUILDELINES FOR GRAZING ADMINISTRATION. THIS PERMIT SHALL BE MODIFIED (IF NECESSARY) TO MEET THESE REQUIREMENTS UPON COMPLETION OF A STANDARD AND GUIDELINES ASSESSMENT, AND DETERMINATION AS SCHEDULED BY THE AUTHORIZED

OFFICER.

YOUR CERTIFIED ACTUAL USE REPORT IS DUE 15 DAYS AFTER AUTHORIZED USE HAS BEEN COMPLETED.

CONSTRUCTION, RECONSTRUCTION. MAINTENANCE OR OTHER GROUND DISTURBING ACTIVITIES (INCLUDING RANGE IMPROVEMENT PROJECT MAINTENANCE) THAT COULD AFFECT PREVIOUSLY UNDISTURBED GROUND OR INVOLVE HEAVY MACHINERY REQUIRE ADVANCE APPROVAL FROM THE AUTHORIZED OFFICER.

LIVESTOCK EXCLOSURES LOCATED WITHIN YOUR GRAZING ALLOTMENTS ARE CLOSED TO ALL DOMESTIC GRAZING USE.

TRAILING ACTIVITIES MUST BE COORDINATED WITH THE BLM PRIOR TO INITIATION. A TRAILING PERMIT, CROSSING PERMIT OR SIMILIAR AUTHORIZATION MAY BE REQUIRED PRIOR TO CROSSING PUBLIC LANDS. PERMITTEE WILL ALSO NOTIFY ANY AND ALL AFFECTED PRMITTEES IN ADVANCE OF TRAILING.

SUPPLEMENTAL FEEDING IS LIMITED TO SALT, MINERAL, AND/OR PROTEIN IN BLOCK, GRANULAR, OR LIQUID FORM. IF USED, THESE SUPPLEMENTS SHALL NOT BE PLACED ON PUBLIC LANDS WITHIN ONE-QUARTER (1/4) MILE FROM ANY RIPARIAN AREA, SPRING, STREAM, WEADOW, ASPEN STAND, PLAYA, SPECIAL STATUS PLANT POPULATION, OR WATER DEVELOPMENT.

PERMITTEE SHALL PLACE SALT/SUPPLEMENT TO MINIMIZE TRAMPLING OF LEPA AND OF SLICKSPOTS, RESPECTIVELY. SUPPLEMENTS MILL BE PLACED AT LEAST 1/2 MILE, PREFERABLY 3/4 MILE IF PRACTICABLE FROM OCCURRENCES. SUPPLEMENT PLACING SHALL BE CONSIDERED IN THE ANNUAL LEPA TOUR WITH THE BLM RANGE AND OTHER APPROPRIATE RESOURCE SPECIALISTS, BASED ON THE EXPERIENCE IN THE PREVIOUS YEAR'S GRAZING SEASON. SUPPLEMENTS THAT ARE ATTRACTANTS SHOULD BE PLACED SO THAT CATTLE WILL NOT TRAIL THROUGH AN ELEMENT OCCURENCE TO THE SUPPLEMENT OR A WATER SOURCE. ATTRACTANTS SHOULD BE PLACED SO THAT CATTLE ARE DRAWN AWAY FROM THE AREA OF THE ELEMENT OCCURENCE. TERMS AND CONDITIONS WITHIN A PERMIT WILL BE ADJUSTED TO REFLECT THE DISTANCE NECESSARY FOR SUPPLEMENTS FROM EXISTING ELEMENT OCCURENCES AND SLICKSPOTS; HOWEVER, REQUIREMENTS FOR MAXIMUM DISTANCE FROM WATER MAY BE WAIVED FOR A COMPELLING REASON NVOLVING MINIMIZING IMPACT ON A SLICKSPOT OR THE PLANT. IF THE AFOREMENTIONED IS NOT POSSIBLE, THE EXISTING SITES WILL BE EXAMINED BY BLM AND THE PERMITTEE TO DETERMINE THE BEST AVAILABLE LOCATION

N THE MOUNTAIN HOME MANAGEMENT AREA, PERMITTEE WILL CONFINE VEHICLE USE TO EXISTING ROADS AND TRACKS WHERE ELEMENT OCCURRENCES ARE PRESENT.

\*URSUANT TO 43 CFR 10.4(B), YOU MUST NOTIFY THE BLM FIELD MANAGER, BY TELEPHONE WITH WRITTEN CONFIRMATION, WMEDIATELY UPON THE DISCOVERY OF HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS OF CULTURAL \*ATRIMONY (AS DEFINED IN 43 CFR 10.2) ON FEDERAL LANDS. PURSUANT TO 43 CFR 10.4(C), YOU MUST IMMEDIATELY STOP ANY NGOING ACTIVITIES CONNECTED WITH SUCH DISCOVERY AND MAKE A REASONABLE EFFORT TO PROTECT THE DISCOVERED REMAINS OR OBJECTS.

:HANGE TO SCHEDULED USE REQUIRES PRIOR APPROVAL

IVESTOCK TURNOUT IS SUBJECT TO THE LOWER SNAKE RIVER DISTRICT RANGE READINESS CRITERIA.

HE LUP ALLOWABLE UTILIZATION LEVEL FOR CURRENT YEAR'S GROWTH IS 50%. LIVESTOCK MAY BE REQUIRED TO BE REMOVED FROM HE USE AREA ON ALLOTMENT WHEN THIS LEVEL OF USE HAS BEEN REACHED.

PECIAL CONSERVATION MEASURE FOR EO 51: PERMITTEE WILL HERD LIVESTOCK AWAY FROM SLICKSPOTS DURING THE 2004 RAZING SEASON.

O TRAILING CATTLE THROUGH ELEMENT OCCURRENCES (EO'S) IN THE MTN. HOME MANAGEMENT AREA WHEN SOILS ARE SATURATED. ERMITTEE WILL MOVE CATTLE AWAY FROM VICINITY OF EOS WHEN SOILS BECOME SATURATED.

VESTOCK GRAZING WITHIN 2+CUSTODIAL ALLOTMENTS WILL BE IN ACCORDANCE WITH FINAL DECISON DATE 9-10-2004. (ISSUED TO EIL HELMICK #1100140).

GRAZING USE IN THE 2+CUSTODIAL ALLOTMENT IS AN FFR. LIVESTOCK NUMBERS MAY VARY PROVIDING THAT PERIOD OF USE AND AUMS HAVE NOT BEEN EXCEEDED AND THE USE IS NOT DETERIMENTAL TO THE PUBLIC LANDS.

THE LAND USE PLAN ALLOWABLE USE LEVEL FOR RIPARIAN AND AN UPLAND VEGETATION IS 50% OF THE CURRENT YEARS GROWTH. LIVESTOCK SHOULD BE REMOVED FROM THE USE AREA, PASTURE OR ALLOTMENT WHEN THIS UTILIZATION LEVEL HAS BEEN REACHED.

PURSUANT TO 43 CFR 10.4(B). THE PERMITTEE MUST NOTIFY THE BLM FIELD MANAGER, BY TELEPHONE WITH WRITTEN CONFIRMATION, IMMEDIATELY UPON THE DISCOVERY OF HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS OF CULTURAL PATRIMONY ON FEDERAL LAND. PURSUANT TO 43 CFR 10.4(C), THE PERMITEE MUST IMMEDIATELY STOP ANY ONGOING ACTIVITIES CONNECTED WITH THE DISCOVERY AND MAKE A REASONABLE EFFORT TO PROTECT THE DISCOVERED REMAINS OR OBJECTS.

PERMITTE SHALL PLACE SALT/SUPPLEMENT TO MINIMIZE TRAMPLING OF LEPA AND OF SLICKSPOTS, RESPECTIVELY. SUPPLEMENTS WILL BE PLACED AT LEAST 1/4 MILE, PREFERABLEY 3/4 MILE IF PRACTICABLE FROM OCCURRENCES.

SUPPLEMENTS THAT ARE ATTRACTANTS SHOULD BE PLACED SO THAT CATTLE WILL NOT TRAIL THROUGH AN ELEMENT OCCURRENCE TO THE SUPPLEMENT OR A WATER SOURCE. ATTRACTANTS SHOULD BE PLACED SO THAT CATTLE ARE DRAWN AWAY FROM THE AREA OF THE ELEMENT OCCURRENCE.

THE ALLOTMENT SHOWN ON THIS PERMIT SHALL MEET THE REQUIREMENTS AS DESCRIBED IN 43 CFR SUBPART 4180-FUNDAMENTALS OF RANGELAND HEALTH AND THE STANDARDS AND GUIDELINES FOR GRAZING ADMINISTRATION. ANY CHANGES IN MANAGEMENT WILL BE BASED UPON THE RESOURCE EVALUATIONS AND ANALYSIS AS SCHEDULED AND COMPLETED BY THE AREA MANAGER.

TURN-OUT IS SUBJECT TO BOISE DISTRICT RANGE READINESS CRITERIA.

YOUR CERTIFIED ACTUAL USE REPORT IS DUE 15 DAYS AFTER AUTHORIZED USE.

SALT AND/OR SUPPLEMENT SHALL NOT BE PLACED WITHIN ONE QUARTER (1/4) MILE OF SPRINGS, STREAMS, MEADOWS, ASPEN STANDS, PLAYAS OR WATER DEVELOPMENTS.

CHANGES TO THE SCHEDULED USE REQUIRES PRIOR APPROVAL.

YOU ARE REQUIRED TO COORDINATE TRAILING ACTIVITIES WITH THE BLM PRIOR TO INITIATION. A TRAILING PERMIT OR SIMILAR AUTHORIZATION MAY BE REQUIRED PRIOR TO CROSSING PUBLIC LAND.

LIVESTOCK EXCLOSURES LOCATED WITHIN YOUR GRAZING ALLOTMENT(S) ARE CLOSED TO ALL DOMESTIC GRAZING USE

YOU ARE REQUIRED TO MAINTAIN RANGELAND IMPROVEMENTS IN ACCORDANCE WITH THE COOPERATIVE AGREEMENTS AND RANGE IMPROVEMENTS PERMITS IN WHICH YOU ARE A SIGNATOR OR ASSIGNEEE.

ALL MAINTENANCE OF RANGE IMPROVEMENTS WITHIN A WILDERNESS STUDY AREA REQUIRES PRIOR CONSULTATION WITH THE AUTHORIZED OFFICER.

ALL APPROPRIATE DOCUMENTATION REGARDING BASE PROPERTY LEASES, LAND OFFERED FOR EXCHANGE-OF-USE, AND LIVESTOCK CONTROL AGREEMENTS MUST BE APPROVED PRIOR TO TURN-OUT. LEASES OF ALND AND/OR LIVESTOCK MUST BE NOTARIZED PRIOR TO SUBMISSION AND BE IN COMPLIANCE WITH BOISE DISTRICT POLICY.

FAILURE TO PAY THE GRAZING BILL WITHIN 15 DAYS OF THE DUE DATE SPECIFIED SHALL RESULT IN A LATE FEE ASSESSMENT OF \$25.00 OR 10 PERCENT OF THE GRAZING BILL, WHICHEVER IS GREATER, NOT TO EXCEED 250.00 PAYMENT MADE LATER THAN 15 DAYS AFTER THE DUE DATE, SHALL INCLDUE THE APPROPRIATE LATE FEE ASSESSMENT. FAILURE TO MAKE PAYMENT WITHIN 30 DAYS MAY BE A VIOLATION OF 43 CFR 4140.1(B)(1) AND SHALL RESULT IN ACTION BY THE AUTHORIZED OFFICER UNDER 43 CFR 4150.1 AND 4160.1-2

FURN OUT IS SUBJECT TO BOISE DISTRICT RANGE READINESS CRITERIA.

'OUR CERTIFIED ACTUAL USE REPORT IS DUE 15 DAYS AFTER AUTHORIZED USE.

DATE PRINTED: 03/21/2017

GRAZING PERMIT

SALT AND/OR SUPPLEMENT SHALL NOT BE PLACED WITHIN ONE QUARTER (1/4) MILE OF SPRINGS, STREAMS, MEADOWS, ASPEN STANDS, PLAYAS OR WATER DEVELOPMENTS.

CHANGES TO THE SCHEDULED USE REQUIRES PRIOR APPROVAL.

YOU ARE REQUIRED COORDINATED TRAILING ACTIVITIES WITH THE BLM PRIOR TO INITIATION. A TRAILING PERMIT OR SIMILAR AUTHORIZATION MAY BE REQUIRED PRIOR TO CROSSING PUBLIC LANDS

LIVESTOCK EXCLOSURES LOCATED WITHIN YOUR GRAZING ALLOTMENT(S) ARE CLOSED TO ALL DOMESTIC GRAZING USE.

YOU ARE REQUIRED TO MAINTAIN RANGELAND IMPROVEMENTS IN ACCORDANCE WITH THE COOPERATIVE AGREEMENTS AND RANGE IMPROVEMENTS PERMITS IN WHICH YOU ARE A SIGNATOR OR ASSIGNEES. ALL MAINTENANCE OF RANGE IMPROVEMENTS WITHIN A WILDERNESS STUDY AREA REQUIRES PRIOR CONSULTATION WITH THE AUTHORIZED OFFICER.

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THE LAND USE PLAN ALLOWABLE USE LEVEL FOR RIPARIAN AND UPLAND VEGETATION IS 50% OF THE CURRENT YEAR'S GROWTH. LIVESTOCK SHOULD BE REMOVED FROM THE USE AREA, PASTURE OR ALLOTMENT WHEN THIS UTILIZATION LEVEL HAS BEEN REACHED

LIVESTOCK GRAZING WITHIN THE HAMMETT 3 AND SE ALKALI SEEDING ALLOTMENTS WILL BE IN ACCORDANCE WITH THIS FINAL DECISION DATE 9-10-04.

THE ALLOTMENTS LISTED ON THE GRAZING PERMIT ARE SUBJECT TO THE REQUIREMENTS OF 43 CFR 4180-FUNDAMENTALS OF RANGELAND HEALTH AND GUIDELINES FOR GRAZING ADMINISTRATION. THIS PERMIT SHALL BE MODIFIED (IF NECESSARY) TO MEET THESE REQUIREMENTS UPON COMPLETION OF A STANDARD AND GUIDELINES ASSESSMENT, AND DETERMINATION AS SCHEDULED BY THE AUTHORIZED OFFICER.

PURSUANT TO 43 CFR 10.4(B), THE PERMITTE MUST NOTIFY THE BLM FIELD MANAGER, BY TELEPHONE WITH WRITTEN CONFIRMATION, IMMEDIATELY UPON THE DISCOVERY OF HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS OF CULTURAL PATRIMONY ON FEDERAL LAND. PURSUANT TO 43 CFR 10.4(C), THE PERMITTEE MUST IMMEDIATELY STOP ANY ONGOING ACTIVITIES CONNECTED WITH THE DISCOVERY AN MAKE A REASONABLE EFFORT TO PROTECT THE DISCOVERER REMAINS OF OBJECTS.

YOUR CERTIFIED ACTUAL USE REPORT IS DUE 15 DAYS AFTER AUTHORIZED USE HAS BEEN COMPLETED.

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YOU ARE REQUIRED TO COORDINATE TRAILING ACTIVITIES WITH THE BLM PRIOR TO INITIATION. A TRAILING PERMIT OR SIMILAR AUTHORIZATION MAY BE REQUIRED PRIOR TO CROSSING PUBLIC LANDS.

SALT AND/OR SUPPLEMENT SHALL NOT BE PLACED WITHIN ONE-QUARTER 1/4 MILE FROM ANY SPRINGS, STREAMS, MEADOWS, ASPEN STANDS, PLAYAS, SPECIAL STATUS PLANT POPULATIONS, OR WATER DEVELOPMENTS.

CHANGES IN SCHEDULED USE REQUIRE PRIOR APPROVAL.

URNOUT IS SUBJECT TO BOISE DISTRICT RANGE READINESS CRITERIA

**AUTHORIZATION - 1101651** 

YOU ARE REQUIRED TO MAINTAIN RANGELAND IMPROVEMENTS IN ACCORDANCE WITH THE COOPERATIVE AGREEMENTS AND RANGE IMPROVEMENTS PERMITS IN WHICH YOU ARE SIGNATORY OR ASSIGNEE.

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PERMITTEE WILL NOT TRAIL LIVESTOCK THROUGH ELEMENT OCCURRENCES WITHIN THE MANAGEMENT AREA WHEN SOILS ARE SATURATED.

PERMITTEE SHALL PLACE SALT/SUPPLEMENT TO MINIMIZE TRAMPLING OF LEPA AND OF SLICKSPOTS, RESPECTIVELY. SUPPLEMENTS WILL BE PLACED AT LEAST 1/2 MILE, PREFERABLY 3/4 MILE IF PRACTICABLE FROM OCCURRENCES. SUPPLEMENTS THAT ARE ATTRACTANTS SHOULD BE PLACED SO THAT CATTLE WILL NOT TRAIL THROUGH AN ELEMENT OCCURRENCE TO THE SUPPLEMENT OR A WATER SOURCE. ATTRACTANTS SHOULD BE PLACE SO THAT CATTLE ARE DRAWN AWAY FROM THE AREA OF THE ELEMENT OCCURANCE.

IN THE GLENNS FERRY/HAMMETT MANAGEMENT AREA, PERMITTEE WILL CONFINE VEHICLE USE TO EXISTING ROADS AND TRACKS WHERE ELEMENT OCCURRENCES ARE PRESENT.

SOUTH CAMAS ALLOTMENT IS USED IN CONJUNCTION WITH THE USFS GRAZING PERMIT AND PRIVATE LANDS. LIVESTOCK NUMBER MAY VARY PROVIDING THE PERIOD OF USE AND AUMS HAVE NOT BEEN EXCEEDED AND THE USE IS NOT DETRIMENTAL TO THE PUBLIC LANDS.

TURN-OUT IS SUBJECT TO BOISE DISTRICT RANGE READINESS CRITERIA.

YOUR CERTIFIED ACTUAL USE REPORT IS DUE WITHIN 15 DAYS OF COMPLETING YOUR AUTHORIZED ANNUAL GRAZING USE.

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PRING AUMS IN THE SOUTH COLD SPRINGS ALLOTMENT MAY BE USED IN SPRING OR FALL AS SCHEDULED PRIOR TO THE START OF ACH GRAZING SEASON. USE OF TWO SOUTH COLD SPRINGS PASTURES IN THE SPRING WILL BE ALTERNATED TO PROVIDE

DATE PRINTED: 03/21/2017

DEFERMENT (APRIL USE PERIOD ALTERNATES EACH YEAR BETWEEN PASTURES).

LIVESTOCK NUMBERS MAY BE HIGHER FOR A SHORTER PERIOD OF TIME AND DIFFER ANNUALLY IN EACH ALLOTMENT PROVIDING THE PERMITTED PERIOD OF USE AND TOTAL AUMS HAVE NOT BEEN EXCEEDED, AND THE ANNUAL USE HAS BEEN COORDINATED IN ADVANCE AND APPROVED BY BLM.

EXCHANGE OF USE AUMS MAY BE CREDITED ON THE ANNUAL LICENSE EACH YEAR BASED ON DOCUMENTED STATE LEASES.

PERMITTEE SHALL PROVIDE REASONABLE ADMINISTRATIVE ACCESS ACROSS PRIVATE AND LEASED LANDS TO THE BLM FOR THE ORDERLY MANAGEMENT AND PROTECTION OF THE PUBLIC LANDS.

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THIS PERMIT OR LEASE IS ISSUED UNDER THE AUTHORITY OF SECTION 402(C)(2) OF FLPMA, 1976 AS AMENDED, AND CONTAINS THE SAME TERMS AND CONDITIONS AS THE PREVIOUS PERMIT OR LEASE. THIS PERMIT OR LEASE MAY BE CANCELLED, SUSPENDED, OR MODIFIED, IN WHOLE OR IN PART TO MEET THE REQUIREMENTS OF APPLICABLE LAWS AND REGULATIONS.

#### PERMITTED USE SUMMARY

ALLOTM	ENT	ACTIVE AUMS	SUSPENDED AUMS	TEMP SUSPENDED AUMS	PERMITTED USE
ID00813	MOUNTAIN HOME SUBUNIT	700	0	0	700
ID00829	2-PLUS CUSTODIAL ALLOT	202	0	0	202
ID01028	EMIGRANT CROSSING	434	0	0	434
ID01035	HAMMETT #3	174	0	0	174
ID01043	SOUTH CAMAS	75	0	0	75
ID01129	SOUTH EAST ALKALI SEEDING	235	0	0	235
ID01130	SOUTH COLD SPRINGS	1,200	114	0	1,314
ID01103	HOT SPRINGS	311	0	0	311

### TERMS AND CONDITIONS APPLICABLE TO ALL PERMITS AND LEASES

- 1. Grazing permit or lease terms and conditions and the fees charged for grazing use are established in accordance with the provisions of the grazing regulations now or hereafter approved by the Secretary of the Interior.
- They are subject to cancellation, in whole or in part, at any time because of:
- a. Noncompliance by the permittee/lessee with rules and regulations.
- b. Loss of control by the permittee/lessee of all or a part of the property upon which it is based.
- c. A transfer of grazing preference by the permittee/lessee to another party.
- d. A decrease in the lands administered by the Bureau of Land Management within the allotment(s) described.
- e. Repeated willful unauthorized grazing use.
- f. Loss of qualifications to hold a permit or lease.
- 3. They are subject to the terms and conditions of allotment management plans if such plans have been prepared. Allotment management plans MUST be incorporated in permits or leases when completed.
- 4. Those holding permits or leases MUST own or control and be responsible for the management of livestock authorized to graze.
- 5. The authorized officer may require counting and/or additional or special marking or tagging of the livestock authorized to graze.
- 6. The permittee's/lessee's grazing case file is available for public inspection as required by the Freedom of Information Act.
- 7. Grazing permits or leases are subject to the nondiscrimination clauses set forth in Executive Order 11246 of September 24, 1964, as amended. A copy of this order may be obtained from the authorized officer.
- 8. Livestock grazing use that is different from that authorized by a permit or lease MUST be applied for prior to the grazing period and MUST be filed with and approved by the authorized officer before grazing use can be made.
- 9. Billing notices are issued which specify fees due. Billing notices, when paid, become a part of the grazing permit or lease. Grazing use cannot be authorized during any period of delinquency in the payment of amounts due, including settlement for unauthorized use.
- 10. The holder of this authorization must notify the authorized officer immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (cultural items), stop the activity in the area of the discovery and make a reasonable effort to protect the remains and/or cultural items.
- 11. Grazing fee payments are due on the date specified on the billing notice and MUST be paid in full within 15 days of the due date, except as otherwise provided in the grazing permit or lease. If payment is not made within that time frame, a late fee (the greater of \$25 or 10 percent of the amount owed but not more than \$250) will be assessed.
- 12. Members of Congress may not enter into a grazing permit or lease. 41 USC 6306 (2014). Further, no officer, agent, or employee of the Department of the Interior, other than members of Advisory committees appointed in accordance with the Federal Advisory Committee Act (5 J.S.C. App. 1) and Sections 309 of the Federal Land Policy and Management Act of 1976 (42 U.S.C. 1701 et. seq.) shall be admitted to any hare or part in a permit or lease for grazing or derive any benefit to arise from a permit or lease for grazing.

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2083662685	Iron Horse Ranch, LLC

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#### THIS GRAZING PERMIT:

- 1. CONVEYS NO RIGHT, TITLE OR INTEREST HELD BY THE UNITED STATES IN ANY LANDS OR RESOURCES
- 2. IS SUBJECT TO (A) MODIFICATION, SUSPENSION OR CANCELLATION AS REQUIRED BY LAND PLANS AND APPLICABLE LAW; (B) ANNUAL REVIEW AND MODIFICATION OF TERMS AND CONDITIONS AS APPROPRIATE; AND (C) THE TAYLOR GRAZING ACT, AS AMENDED, THE FEDERAL LAND POLICY AND MANAGEMENT ACT, AS AMENDED, THE PUBLIC RANGELANDS IMPROVEMENT ACT, AND THE RULES AND REGULATIONS NOW OR HEREAFTER PROMULGATED THEREUNDER BY THE SECRETARY OF THE INTERIOR.

ACCEPTED BY:	
Ju Mill	4/3/17
OPERATOR SIGNATURE	DATE
PRINTED NAME AND TITLE	<del></del>
APPROVED BY:	/ ,
Le Coche	4/4/17
BLM AUTHORIZED OFFICÉR SIGNATURE	DATE
Tate Fischer	
PRINTED NAME AND Flour Rivers Field Office Manager	<del>_</del>

AUMS: Animal Unit Months. Animal unit month means the amount of forage necessary for the sustenance of one cow or its equivalent for a period of 1 month. For fee calculation purposes, an AUM is one month's use and occupancy of the range by one cow, bull, steer, heifer, horse, burro, mule, 5 sheep or 5 goats that: (1) are over the age of 6 months at the time of entering lands administered by the BLM: (2) are weaned regardless of age; (3) will become 12 months of age during the authorized period of use.

%PL Use: Percent forage from public land use.

Type Use: Categories with specific rules that govern AUM and grazing fee calculation and input on grazing authorizations and bills.

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DATE PRINTED: 03/21/2017

PAGE 6 OF 6

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ACCEPTED BY:	
OPERATOR SIGNATURE  Teresa M. M. Collum - Mannager	4/3/17 DATE
APPROVED BY:	
BLM AUTHORIZED OFFICER SIGNATURE	DATE
PRINTED NAME AND TITLE	

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SPL Use: Percent forage from public land use.

ype Use: Categories with specific rules that govern AUM and grazing fee calculation and input on grazing authorizations and bills.



#### **GRAZING LEASE** No. G700105 CASA DEL NORTE. LP

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

THE REPORT OF THE PARTY OF THE

Kachus to 10/25/11

IDL Representative

Date

## SUMMARY OF LEASE PROVISIONS:

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Lessor:

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By and through the State Board of Land Commissioners

300 North 6th Street, Suite 103

PO Box 83720 Boise ID 83720-0050

Lessee: Casa Del Norte, LP
Attn: John B. McCallum
11204 N Bar 21 Dr.
Glenns Ferry ID 83623

Lease Term: Commencement: January 1, 2012
Expiration: December 31 2031

Expiration: December 31, 2031

Rent: The annual rent payment is due on MAY 1st of each year.

GRÁŽÍNG:

GRAZING:
Number of AUMs by Class for Billing
Cattle 1.438

Andrew Carlos and the company of the company Acres 10,553.80

Rent terms are more particularly described in Section 2. Rental Rate and Modification of Rent of the Lease Provisions.

Leased Premises Legal See Attachment B Description:

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.

(1) 建铁矿石油、蜡蜡、水油油、水甘油等产品工品

Primary Use of Leased

Premises:

Grazing

Liability Insurance;

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Lease Index: SUMMARY OF LEASE PROVISIONS
LEASE PROVISIONS
SIGNATURE PAGE

SIGNATURE PAGE
ATTACHMENT A - SPECIAL TERMS AND CONDITIONS
ATTACHMENT B - LEASED PREMISES LEGAL DESCRIPTION

ATTACHMENT C - SITE MAP(S) ATTACHMENT D - REPORTS

#### **LEASE PROVISIONS**

#### Use of Premise.

A. 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. If annual rental is not paid in full by the date it is due, Lessor may terminate the Lease upon thirty (30) calendar days written notice to Lessee. In addition, 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 equal to the greater of Twenty-five Dollars (\$25,00) or one percent (1%) of the unpaid rent. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid rent. 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. <u>Subleasing or Assignment.</u>

- 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 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 Sultability - 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 interefere 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, iniciding 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. List of Pre-Existing Water Rights to be Used on, or Diverted From, the Leased Premises. As a condition of this Lease, the Lessee represents that the Lessee, or its authorized agents, owns the following water rights for use on, or diversion from, the Leased Premises.



Water Right Nos.: Not Defined

To the extent that the Lessee represents that it owns water rights for use on, or diversion from, the Leased Premises that are not on record with the Idaho Department of Water Resources and any relevant water right adjudication court (for example, unclaimed de minimis stockwater rights), the Lessee shall set forth below for each such right(s) the following: (a) source of water, (b) quantity of water, (c) priority date, (d) point of diversion, (e) place of use, and (f) number and type of livestock providing the basis for the right:

Unclaimed Water Rights: Not Defined

The Lessee represents that the above lists include each and every water right that the Lessee, or its authorized agents, owns for use on, or diversion from, the Leased Premises and that the Lessee owns no other water rights for use on, or diversion from, the Leased Premises.

As a condition of this Lease, the Lessee shall file a claim(s) with the Idaho Department of Water Resources and any relevant water right adjudication court for each and every water right set forth above that is not on record with the Idaho Department of Water Resources and any relevant water right adjudication court (for example, unclaimed de minimis stockwater rights) within six (6) months of the execution of this Lease or a lease adjustment.

- 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:

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

### <u>Noxious Weeds</u>.

- 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.
- 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.
- 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.

#### Construction of Improvements.

- 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 of cause the Lessor to initiate 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, stockproof, lawful fences and gates.
- Maintenance of Improvements. Lessee may be required to remove or reconstruct improvements in poor or non-servicable 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.
- 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.
- 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.

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#### 11. No Liens

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 prorata 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.

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#### 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.
- 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 lease shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, it 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 appurtent 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. <u>Indemnification</u>.

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.

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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

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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.

#### 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, Idaho 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. <u>Lessee's Compilance with Applicable Laws and Rules</u>.

- 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.
- 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.

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 Casa Del Norte, LP.



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

# LESSEE SIGNATURES

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SIGNATURE PAGE



## LESSOR SIGNATURES

COUNTERSIGNED: STATE BOARD OF LAND COMM	MISSIONERS OF THE STATE OF IDAHO
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Secretary of the State of Idaho  Murum M Scholl	ago 3 conor of the State of Idaho
Director Department of Lands  STATE OF IDAHO ) :s COUNTY OF ADA )	(SEAL)
On this 24th day of October	before me, a Notary Public in and for said on me to the properties of the State Board of Land Commissioners of
the State of Idaho and the Governor of the State of Ida	aho; and Ben Ysursa, known to me to be the Secretary of the State of e Director, that executed the within instrument, and acknowledged to me
that the State Board of Land Commissioners of the State	그 생각 그 그는 그 부분에 살아 그가 그리고 싶다고 하는 그 그는 것 같다.
Wit Wit	Notary Public: Vanessa Wilson
PUBLIC OF	Commission expires: 8-11-2014
Sommer and the second	

## Attachment A SPECIAL TERMS AND CONDITIONS

The lands in this lease are used in conjunction with about 20,000 acres of McCallum deeded land and are divided into 13 pastures grazing 1400 to 1800 cattle pairs. Season is April 15<sup>th</sup> at the earliest and November 15<sup>th</sup> at the latest, depending on the year. Cattle are rotated and spread to fit water supply. Spring use pastures are deferred until after seed ripe for two years. Upland springs and ponds are being developed to reduce stream riparian impacts. King Hill Creek has been gap fenced for protection. This lease is subject to a management plan that has been developed by lessee, the Department of Lands, and NRCS.





ATTACHMENTA SPECIAL TERMS AND CONDITIONS



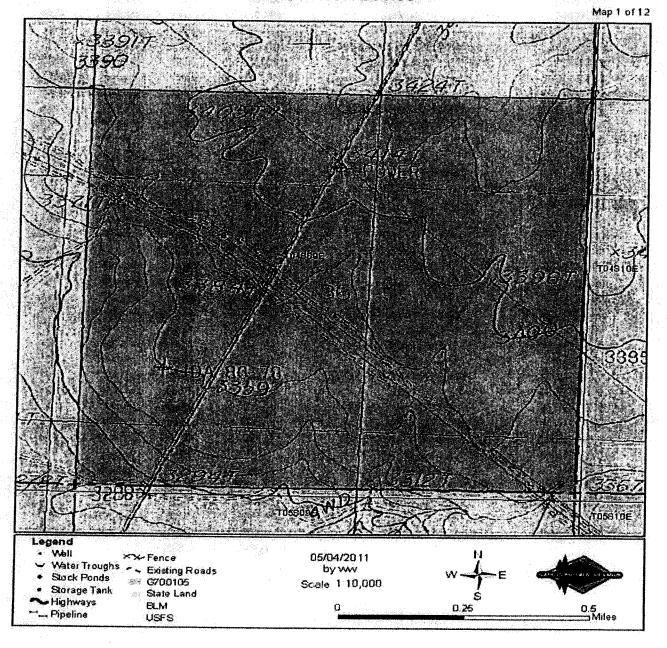
# Attachment B LEASED PREMISES LEGAL DESCRIPTION

Township, Range, Section	Legal Description	Grazing Acres	AUMS	County	Endowmer
02S-10E 13	WWW,WeWM	80.00	8.00	Elmore	PS
02S-10E 14	NENE -	40.00	4.00	Elmore	PS
02S-10E 23	E2E2,SWSE	200.00	32.00	Elmore	PS
02S-10E 26	NWNE,NENW,SESW,S2SE	200.00	40.00	Elmore	PS
02S-10E 27	S2S2,NWSW	200.00	36.00	Elmore	PS
02S-10E 28	S2S2	160.00	22.00	Elmore	PS
02S-10E 33	NEŚW,E2	360.00	39.00	Elmore	PS
02S-10E 34	N2,N2SW,NWSE,SWSW	480.00	87.00	Elmore	PS
02S-10E 35	NENE,N2NW	120.00	20.00	Elmore	PS
02S-11E 14	SWSW	40.00	5.00	Elmore	PS
02S-11E 15	S2,SWNE	360.00	45.00	Elmore	PS
02S-11E 16	SENE,NESE,W2E2,E2W2	400.00	50,00	Elmore	PS
02S-11E 17	SE, SESW	200.00	43.00	Elmore	PS
02S-11E 20	E2,NENW	360.00	57.00	Elmore	PS
02S-11E 21	W2W2,SESW	200.00	22.00	Elmore	PS
02S-11E 22	WNW	40.00	5.00	Élmore	PS
02S-11E 23	W2NW,NWSW	120.00	12.00	Elmore	PS
02S-11E 24	-\$2\$2,NESW	200.00	34.00	Elmore	PS
02S-11E 25*	ÁLL	640.00	107,00	Elmore	PS
02S-11E 26	ALL	640.00	60.00	Elmore	PS
02S-11E 27	E2,E2W2,W2NW	560.00	75.00	Elmore	PS
02\$-11E 28'	N2N2,N2S2,S2NE,SENW	440,00	64.00	Elmore	PS
02S-11E 29	NE,SW,N2SE,SENW	440.00	73.00	Elmore	PS
02S-11E 31	SE,Š2NE	240.00	26.00	Elmore	PS
02S-11E 32	S2NW,N2SW,SWSW,E2SE	280.00	28.00	Elmòre	PS
02S-11E 33	ALL	640.00	80.00	Elmore	PS
02S-11E 34 *	NE,NENW,W2SW,SESW	320,00	40.00	Elmore	PS
02S-11E 35	N2,N2SW,NESE	440.00	37,00	Elmore	PS
02S-11E 36	NE,W2NW,SW,E2SE	480.00	60.00	Elmore	PS
03S-11E 04	LOT4(NWNW)	36.81	3.00	Elmore	PS
03S-11E 05	LOT1(NENE)SENE	76.99	6.00	, Elmore	PS
03S-11E 06	SENW,E2SW	120.00	7.00	Elmore	PS
04S-09E 16	SW	160.00	37.00	Elmore	PS
04S-09E 36	ALL	640,00	65.00	Elmore	PS
04S-10E 16	ALL	<u>640.00</u>	<u>109.00</u>	Elmore	PS
A STATE OF THE STA		10,553.80	1,438.00		

### Attachment C SITE MAP(S)

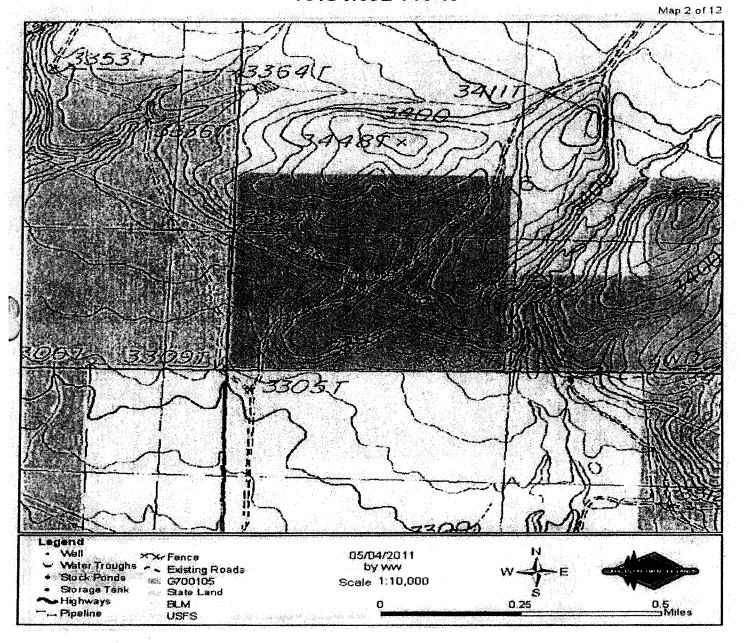
MAP #1

#### Grazing Lease G700105 T04S R09E Sec 36



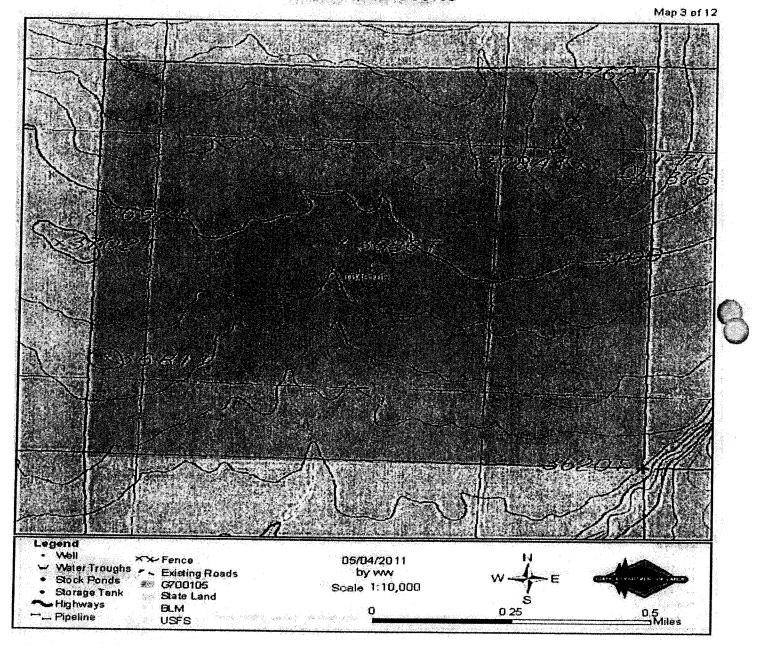
MAP #2

Grazing Lease G700105 T04S R09E Sec 16

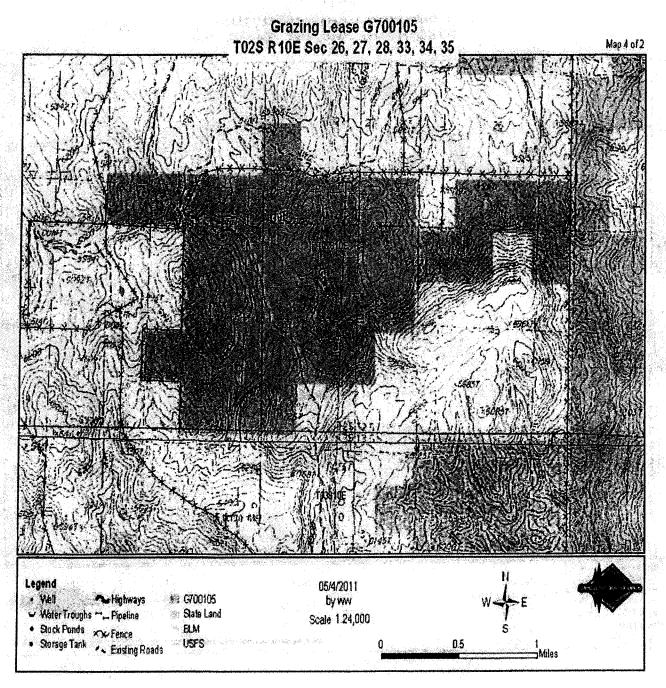


**MAP #3** 

#### Grazing Lease G700105 T04S R10E Sec 16

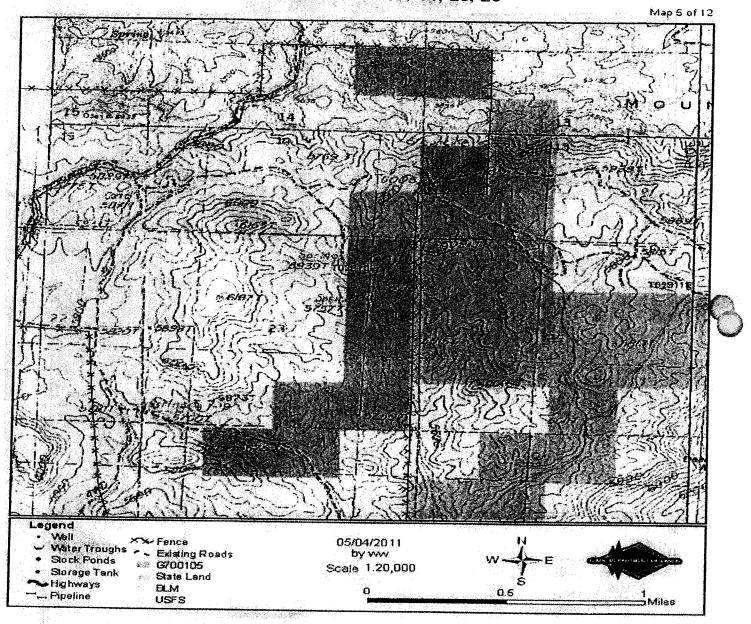


MAP #4



**MAP #5** 

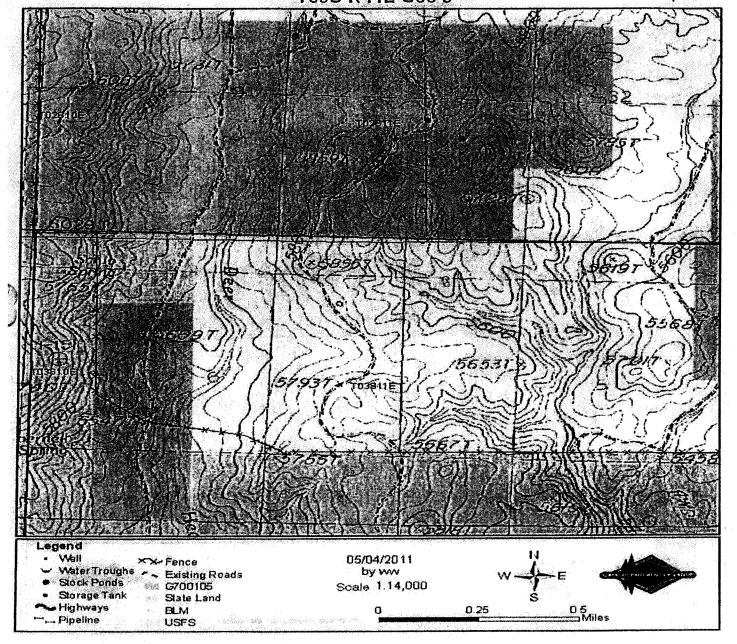
#### Grazing Lease G700105 T02S R10E Sec 13, 14, 23, 26



MAP #6

Grazing Lease G700105 T02S R11E\*Sec 31, 32 T03S R11E\*Sec 6

Map 6 of 12



**MAP #7** 

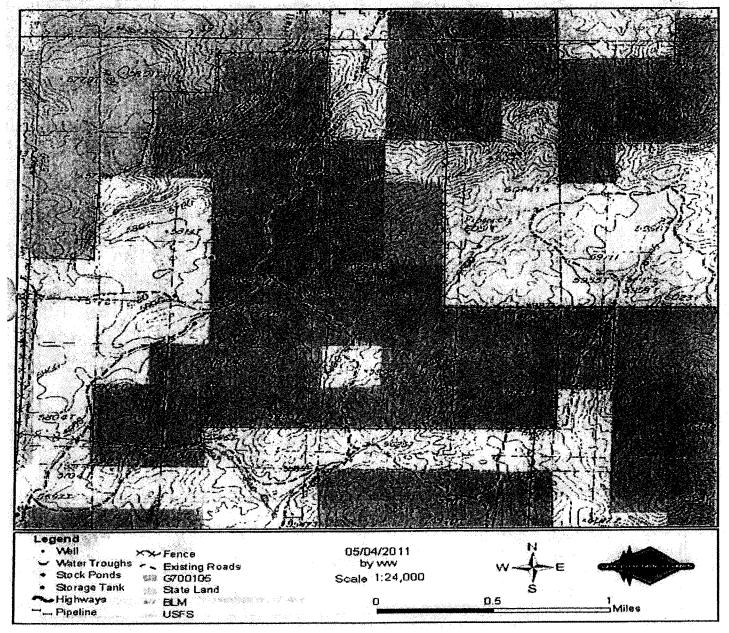
Grazing Lease G700105 T02S R11E Sec 32, 33, 34 T03S R11E Sec 4, 5

Map 7 of 12 Well 05/04/2011 ×> Fence Water Troughs - Existing Roads Stock Ponds SS G700105 by ww Scale 1:20,000 Storage Tank State Land Highways \* BLM 1 ⊐Miles - Pipeline USFS

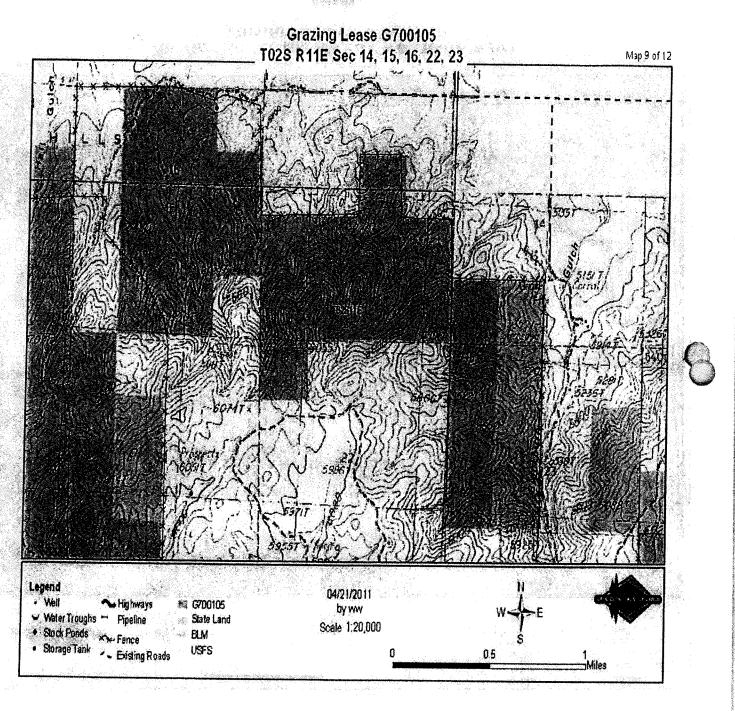
MAP #8

#### Grazing Lease G700105 T02S R11E Sec 16, 17, 20, 21, 27, 28, 29

Map 8 of 12



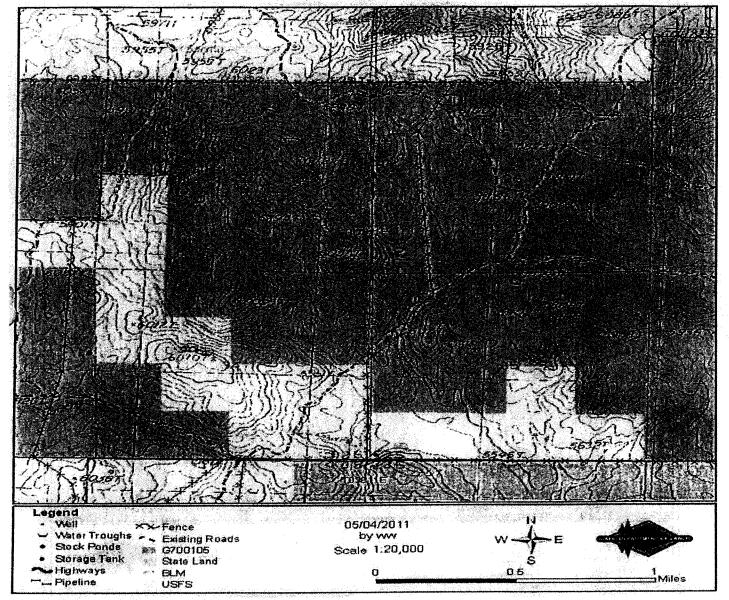
**MAP #9** 



MAP #10

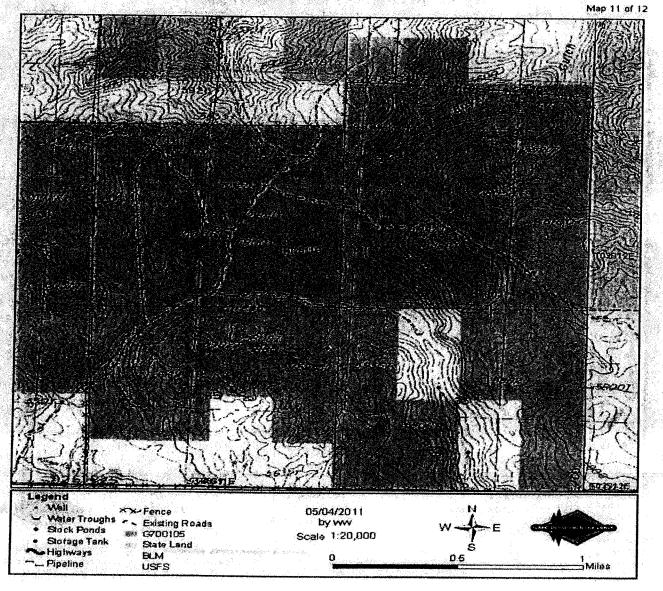
Grazing Lease G700105 T02S R11E Sec 26, 27, 34, 35

Map 10 of 12



MAP #11

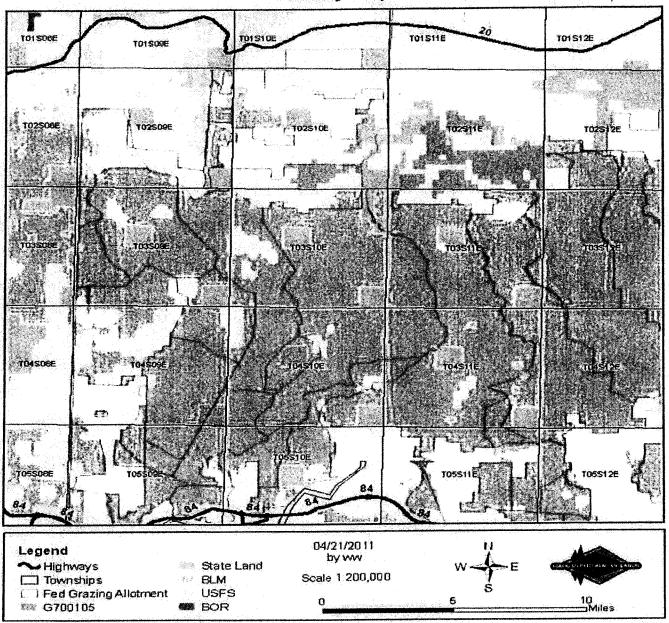
Grazing Lease G700105 T02S R11E Sec 23, 24, 25, 26, 35, 36



MAP #12

#### Grazing Lease G700105 Vicinity Map

Map 12 of 12

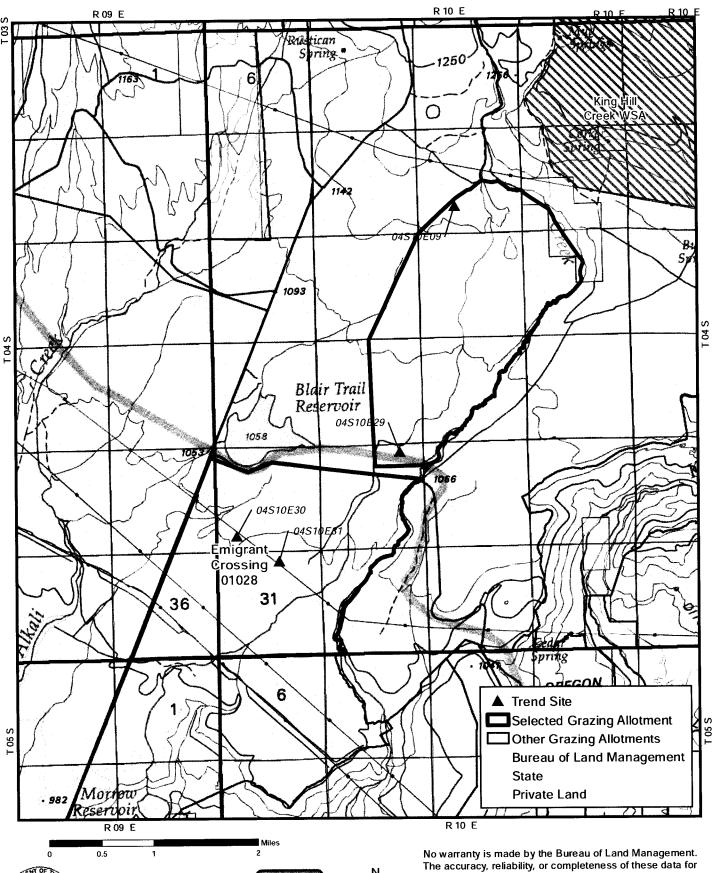


## REPORTS Attachment D

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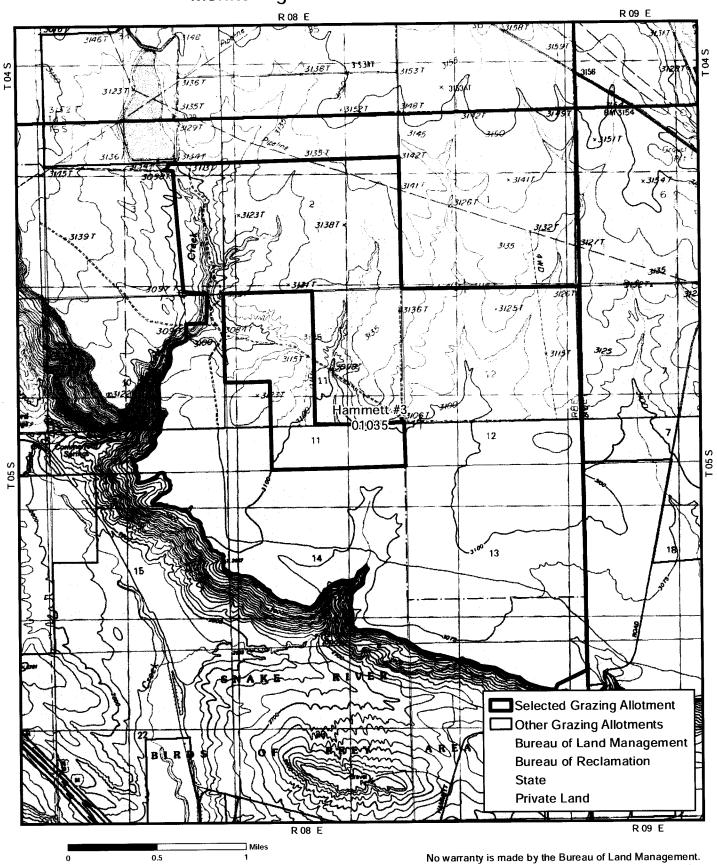




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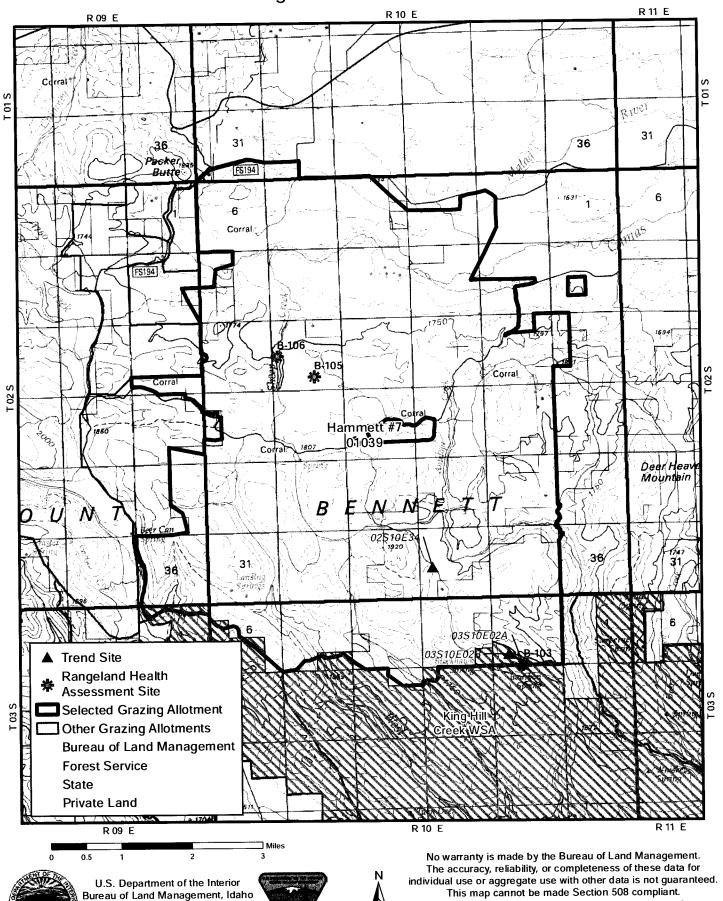
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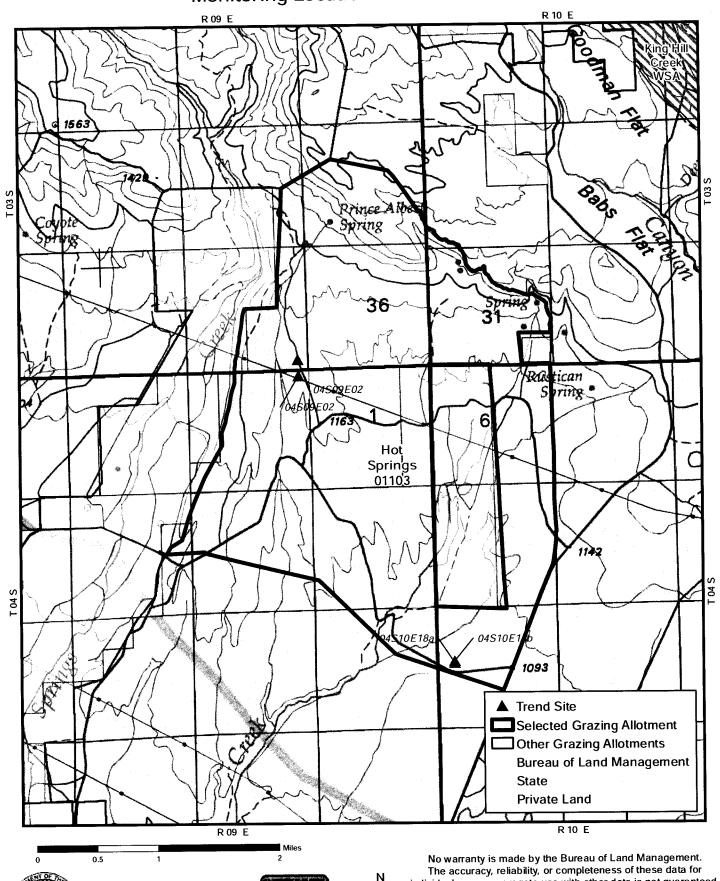


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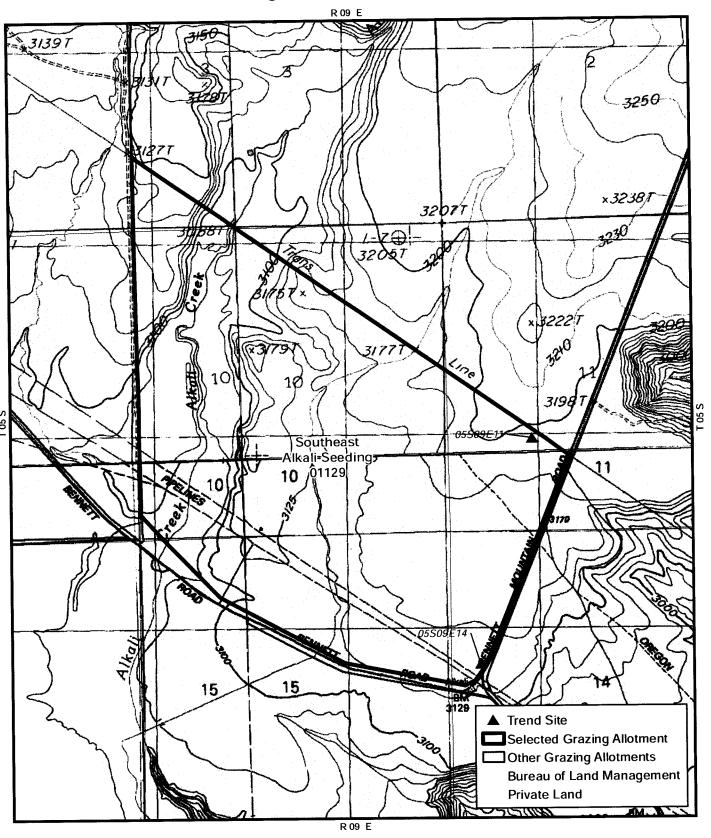




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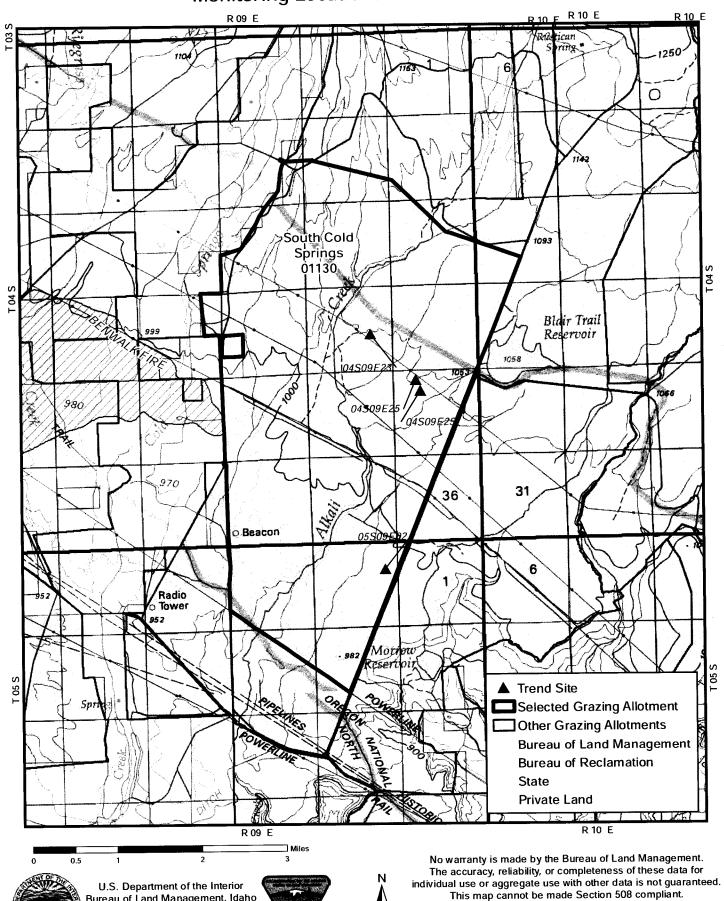




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Bureau of Land Management, Idaho

**Boise District Office** 

Map date: April 10, 2015