

JUL 10 2020

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 431

This is to certify that:

MICHAEL C SWEITZER
1720 PEREGRINE DR
MOUNTAIN HOME, ID 83647-4406

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
61-2165	12/2/1963	GROUND WATER	1.16	266	59.0	0.02	4.5
61-12039	1/13/1964	GROUND WATER	0.52	149	33.0	0.02	4.5
Combined Rental Totals			1.68	414	92.0	0.02	4.5

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2021. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2020, whichever occurs last.

Annual Rental Fee:

2020 - 2021: \$8,280.00 annually

The full fee for the rental of the above-described right(s) is \$8,280.00 per year for years 2020 - 2021. The rental fee includes an administrative fee of \$828.00 per year for years 2020 - 2021.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 431

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

Michael Curtis Sweitzer 7-9-2020
Signature of Renter Date

Michael Curtis Sweitzer renter
Printed Name Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By Brian Patton Date 07/17/20
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental approved by IDWR Pattman Date 07/17/20

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 431

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NWNW Sec. 25, Twp 04S, Rge 05E, ELMORE County

<u>BENEFICIAL USE</u>	<u>DIVERSION RATE</u>	<u>VOLUME</u>
IRRIGATION	1.82 CFS	414 AF

SEASON OF USE

From	To
4/1	10/31

RENTERS PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	05E	26	30	31	31														92

Total Acres: 92

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
10. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within Water District No. 161.
11. Prior to diversion of water under this rental agreement, the renter shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 431

12. All water rights within Basin 61 are from connected sources of water in the Snake River Basin and shall be administered conjunctively.
13. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than October 26, 2000.
14. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
15. This rental agreement does not authorize the construction of a well.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 431


Effective until December 31, 2021

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



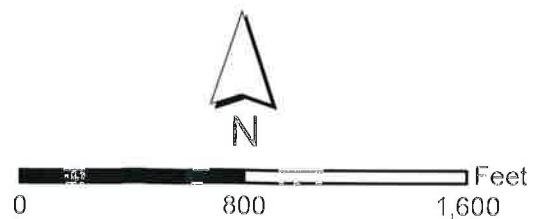
 Authorized Rental Point of Diversion

 Authorized Rental Place of Use

 Township/Range

 Sections

 QQ



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

APR 03 2020

DEPARTMENT OF
WATER RESOURCES

**APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK**

Applicant Name: Michael C. Sweitzer

Is this application being submitted with a lease application as a lease/rental package?

Yes ☐ No ☒

If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. **Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.**

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

Yes

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

- | | | |
|----|-------------------------------------|--|
| 2 | <input checked="" type="checkbox"/> | A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request |
| 3A | <input type="checkbox"/> | <input checked="" type="checkbox"/> Detailed information on a proposed use of rental water |
| 3F | <input type="checkbox"/> | <input checked="" type="checkbox"/> Authorization from the owner/operator of the rental point(s) of diversion |
| 3H | <input checked="" type="checkbox"/> | <input type="checkbox"/> Water modeling to account for the impacts of the rental request |
| 3J | <input checked="" type="checkbox"/> | <input type="checkbox"/> Documents justifying a rate of flow greater than 0.02 cfs/acre |
| 3K | <input type="checkbox"/> | <input checked="" type="checkbox"/> Authorization from the owner/operator of the property at the proposed rental place(s) of use |
| 4B | <input type="checkbox"/> | <input checked="" type="checkbox"/> Explanation of how the rental water will sufficiently accomplish your rental purposes |
| 4C | <input checked="" type="checkbox"/> | <input type="checkbox"/> Explanation of consumptive use amounts for water rights experiencing a change in nature of use |

Department Use Only – Proposed Water Right(s)

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Michael C. Sweitzer

Mailing Address 1720 Peregrine Drive Mountain Home ID 83647
Street City State Zip Code
 Email Address _____ Phone Number (208) 989-0787

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐
 If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative _____ Professional Title _____
 Organization _____ Relationship to Applicant _____
 Mailing Address _____
 Email Address _____ Phone Number _____

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:

Rental rights will be utilized to irrigate 92 acres of alfalfa under an existing pivot irrigation system.

B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
1.84 CFS	414 AF	1.21 CFS	368 AF	92 AC

* Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
04/01/2020	05/01/2020	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> Process application as soon as possible	<input type="checkbox"/> Return application to applicant

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):

Property has existing irrigation system serviced by a deep well, turbine pump, attached mainline, and pivots.

- E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
Sec 25 Twp 04S Rge 05E	Groundwater	61-12148

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

- F. Has documented consent from all relevant water delivery entities been obtained? Yes ☐ N/A ☒
If yes, include documented consent as **Attachment 3F**.

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes ☐ No ☒
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

- H. Has water modeling been provided with your rental request? Yes ☐ N/A ☒
If yes, label modeling Attachment 3 H.
Rental applications that require modeling will be returned if modeling is not provided.

- I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

- ☒ Irrigation 92 (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

- J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A ☐ Yes ☐ No ☒
If yes, justify the rate of flow and attach any supporting documents as **Attachment 3J**. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

N/a

- K. Do you own the land at the proposed rental place of use (POU)? Yes ☐ No ☒
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:

N/a

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☐ No ☒

If yes, specify below the elements of the water rights you are requesting to rent. If no, continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via [IDWR's website](#).

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.** For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL			
						CFS	AF	AC

**Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.*

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B:**

Rental proposal will be sufficient for planned irrigation purposes.

C. Does your rental request propose to change the nature of use for any water right(s) being rented?

Yes ☐ No ☒

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C:**

N/a

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☒ No ☐
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

This is my first year conducting agricultural operations on the property, which does not have sufficient water
rights to cover all the farmable acres. If feasible water rights become available, I will consider acquiring them for
future use.

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☐ No ☒
If yes, describe:

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☒
If yes, describe the date and location of the NOV.

- D. Additional Information

N/a

DECLARATION

I hereby assert that 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. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.

Michael C. Sweitzer
Signature of Applicant

Michael C. Sweitzer
Printed Name of Applicant

03/24/2020
Date

Signature of Representative

Printed Name of Representative

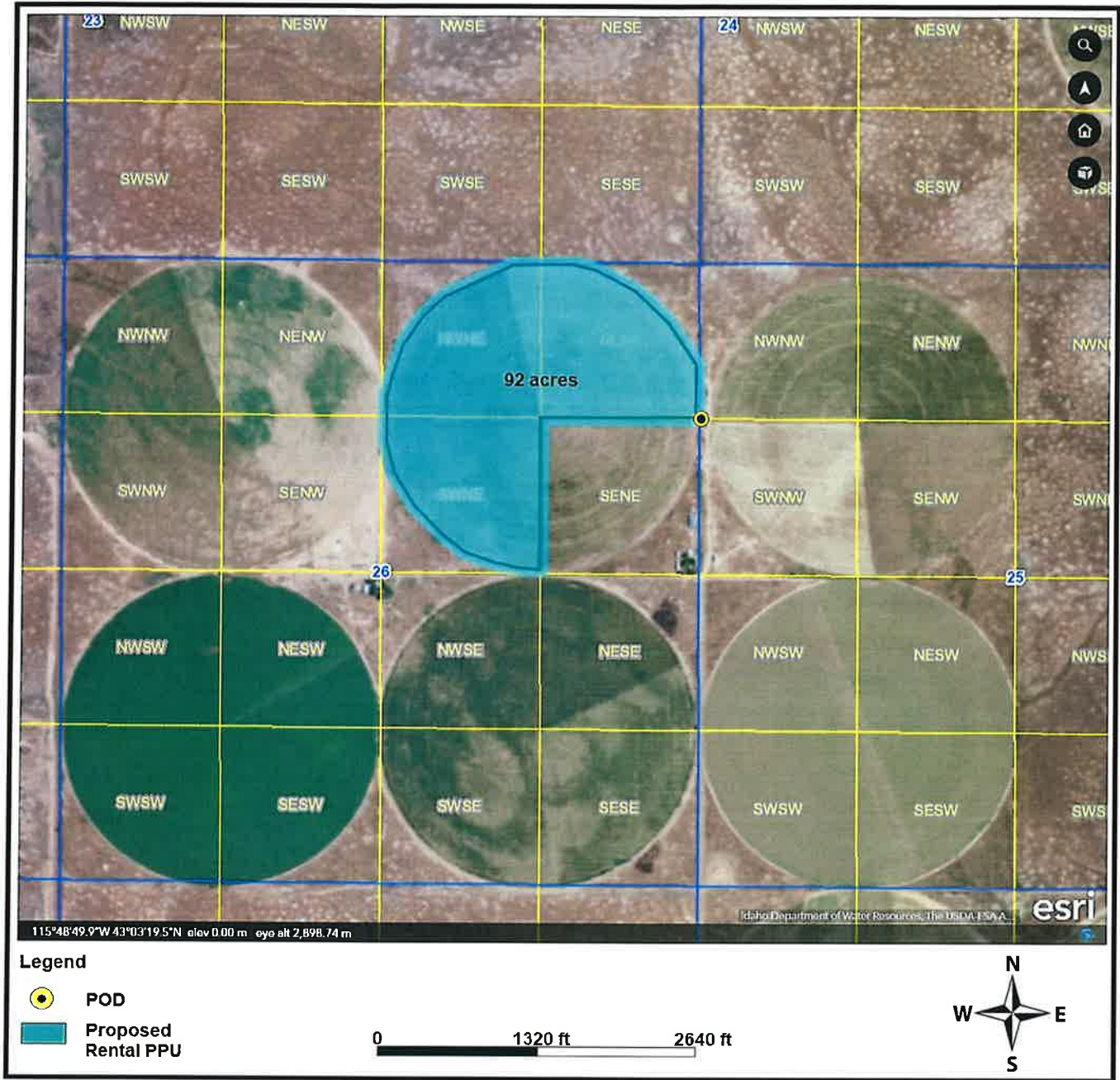
Date

Mail to:

Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

ATTACHMENT 2 – MAP

S26 T4S R5E



ATTACHMENTS 3F & 3K

RENTAL AGREEMENTS FOR POINT OF DIVERSION AND PLACE OF USE

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT (the "Lease Agreement") is made as of the latest date contained within the signature boxes below between **Idaho Water Company LLC**, an Idaho limited liability company (the "Lessor"), whose address is 1135 Valley Road South, Eden, ID 83325, and **Michael C. Sweitzer**, an individual, whose address is 1720 Peregrine Drive, Mountain Home, Idaho 83647 (the "Lessee"). Lessor or Lessee may be referred to individually herein as a "Party" or together as the "Parties."

WHEREAS Lessor is the owner of 120 acres of that certain real property located in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$, and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, of Section 26 Township 4 South Range 5 East Boise Meridian, State of Idaho. Recorded as Elmore County Parcel No. RP04S05E260095 (the "Premises"), more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS Lessee desires to lease the Premises from the Lessor for agricultural purposes, and Lessor desires to lease the Premises to the Lessee subject to the conditions and limitations contained within this Lease Agreement.

NOW THEREFORE in consideration of the rent to be paid, and the mutual covenants, conditions and restrictions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree:

1. **Lease of Premises.**

1.1 Lessor leases to Lessee and Lessee rents from Lessor the Premises described in the attached Exhibit A, for a term of two (2) growing seasons commencing as of the latest date contained within the signature boxes below, and ending on December 1st, 2021 (the "Term"). The Premises is leased to Lessee subject to all easements, encumbrances and restrictions of record, or appearing on the land, except and save only such easements, encumbrances and restrictions as are hereafter created by Lessor without Lessee's knowledge or approval. Lessee specifically acknowledges that (i) Lessor is the owner in fee simple of the Premises or has legal authority for purposes of leasing the Premises to Lessee, (ii) Lessee has selected and designated the Premises to be leased, and (iii) Lessee in all respects approves of the status of title to the Premises, and any grants, terms, conditions, or restrictions on or to the Premises for any Easements or Rights-Of-Way, for purposes of this Lease Agreement.

2. **Rent.**

2.1 Lessee agrees to pay Lessor Rent in the amount set forth below (the "Rent"), to be paid on the first day of February 2020.

Term(s)

Biennial Rental

2.2 Any amounts past due under this Lease Agreement will bear interest at the rate of the lesser of [REDACTED] or the maximum rate permitted by law. Lessee will reimburse Lessor all costs incurred by Lessor in effecting the collection of such past due Rent, including, but not limited to, fees of an attorney or collection agency. All amounts due under this Lease Agreement will be considered Rent. All Rent will be payable without notice and without abatement or offset of any kind or nature whatsoever. In addition, any Rent payment not made within [REDACTED]

2.3 No payment by Lessee of a lesser amount than the Rent hereunder stipulated will be deemed to be other than on account of the earliest stipulated Rent, nor will any endorsement or statement on a check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy provided in this Lease Agreement.

3. **Land Use.**

3.1 Lessee will have use of the leased Premises for the purposes of growing agricultural crops and for no other purpose without Lessor's prior written consent.

3.2 Lessee will conduct its farming operations on the Premises in a reasonable, diligent, and husbandry-like manner. Lessee will not commit or suffer to be committed any waste on the Premises.

3.3 Lessee will not use the Premises or permit anything to be done in or about the Premises which would in any way conflict with any applicable law, regulation, or ordinance. Lessee will comply with and cause the Premises to be in compliance with (i) all statutes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies and officials which now or at any time hereafter may be applicable to the Leased Premises or any part thereof, or any of the adjoining, roads or public rights-of-ways, or any construction upon, use or condition of the Leased Premises or any

part thereof, and (ii) all contracts, agreements, easements, encumbrances, covenants, conditions and restrictions existing at the commencement of the Term or thereafter consented to by Lessee affecting the Leased Premises or the ownership, occupancy or use thereof or construction thereon.

3.4 Lessee will not permit the lien of any contractor, subcontractor, mechanic, labor or materialman, or any other lien of any kind or nature to be imposed upon the Leased Premises, and will promptly cause the same to be removed if any lien is imposed.

3.5 Lessee will not apply any pesticide, herbicide, or chemical product on the Premises which may leave a residue that will adversely affect the growing of crops planted on the Premises following the termination of this Lease Agreement. Upon request of the Lessor, Lessee will furnish a written list of chemicals applied to the Premises, and the quantity and dates of application.

4. **Quiet Enjoyment.** Lessor covenants that so long as no default has occurred, Lessee will have quiet and peaceful possession of the leased Premises, free and clear of any person claiming by, through or under Lessor, and subject to all matters and rights of record appearing on the land or known to Lessee as of the date of this Lease Agreement.

5. **Irrigation System and maintenance.** Lessee has inspected the irrigation system on the Premises and accepts the system in its present condition. During the term and extended terms of lease (if any), Lessee agrees to maintain the irrigation system and equipment in good repair and condition at Lessee's sole cost and expense and will pay all expenses reasonably necessary for normal maintenance and operation of the system including its pipes, motors, pumps, accessories, and attachments, except for ordinary wear and tear, and will make all structural and nonstructural, foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required with respect to the irrigation system and leased Premises to keep the same in good repair and condition, ordinary wear and tear excepted. Lessor will not be required to maintain, alter, repair, replace or rebuild the irrigation system or other improvements on the Premises (which includes any improvements now or hereafter located on the Premises), and Lessee waives its rights, pursuant to any law at any time in effect, to (i) require Lessor to maintain, alter, repair, replace or rebuild any improvements and to otherwise maintain the irrigation system or Premises, and (ii) make repairs at the expenses of Lessor pursuant to any legal requirement, contract, Lease Agreement, covenant, condition or restriction at any time in effect. Lessor will be solely responsible for all costs and fees associated with renting water rights for the Premises from the Idaho Water Supply Bank, if necessary.

6. **Taxes, water, and power.**

6.1 Lessor will pay, prior to delinquency, (i) all taxes, assessments, levies, fees and all other governmental charges, general and special, ordinary and extraordinary, which are, at any time during the term hereof, imposed or levied upon or assessed against the Premises.

6.2 Lessee will pay all electricity, and other similar utilities or services used on the Premises and associated with its farming and irrigation operations during the term of this Lease Agreement, and for all connection fees, standby charges and service fees, including initial hookup and/or connection charges. The cost of usage, meters, deposits, installation and maintenance will be borne solely by Lessee.

7. **Indemnification.** Lessee, during the term of this Lease Agreement (and thereafter, for incidents occurring during the term of this Lease Agreement, will indemnify, defend and hold harmless Lessor from and against any and all liabilities, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action of any nature (i) arising from injury to or death of any person, or (ii) damage to or loss of any property on the Premises occurring on, in or about the Premises, or (iii) growing out of or connected with the use, condition, or occupancy of the Premises.

8. **Casualty.** No casualty to any of Lessee's crops or other personal property will be grounds to terminate this Lease Agreement or abate the payment of Rent, and Lessee will perform the terms, covenants, conditions and obligations of this Lease Agreement during the entire term of this lease, notwithstanding any casualty.

9. **Assignment, Subletting and Further Encumbrances.**

9.1 Lessee may not assign this lease or sublet the whole or any part of the Premises without prior written consent of the Lessor. In the event Lessor later enters into a separate Lease Agreement to allow the assignment of this lease or the subletting of all a portion of the Premises, such Lease Agreement will not constitute Lessor's consent to any subsequent assignment or subletting.

9.2 Lessee will not voluntarily or involuntarily cause Lessee's interest under this Lease Agreement to be subject to further liens or encumbrances of any kind, including, but not limited to, leasehold mortgages, security interests, judgments or tax liens of any kind. The creating or suffering of any such lien will constitute a material default if not cured within ten (10) days from written notice thereof.

9.3 For purposes of this section, any licensing or allowing the use of business operations by a separate company or entity, whether or not controlled by Lessee or any person or entity holding an interest in Lessee, will be deemed to constitute an unauthorized transfer, assignment or subletting. It is the intent of the parties that the Premises be used, operated, controlled and possessed solely by Lessee during the term(s) of this Lease Agreement.

10. **Default.**

10.1 In the event of a monetary default consisting of the failure to pay Rent or other money due Lessor from Lessee, Lessee will be in default immediately upon the day such

payment is due and not made. In addition to any other remedy, Lessor may exercise a remedy of terminating this lease in the event of a monetary default thirty (30) days after Lessor gives written notice of Lessee's monetary default if such default is not fully cured within such thirty (30) day period. Any failure by Lessee to pay sums due under this Lease Agreement will be deemed a material default.

10.2 In the event of a default other than a monetary default, either party will be deemed to be in default upon the expiration of thirty (30) days from the receipt of written notice from the other party specifying the particulars in which the party has failed to perform the obligations of this Lease Agreement, unless that party, prior to the expiration of said thirty (30) days, has rectified the particulars specified in the notice. However, such party will not be in default if such failure cannot be rectified within the thirty (30) day period, provided such party is using good faith and its best efforts to rectify the particulars.

10.3 If the defaulting party is Lessee, Lessor may decree the term ended and enter the Premises; or Lessor may re-enter the Premises and sublet the whole or any part thereof, for the account of Lessee, upon as favorable terms and conditions as the market will allow. In the latter event, Lessor will have the right to collect any Rent which may thereafter become payable under such sublease and to apply the same first to the payment of any expenses incurred by Lessor in dispossessing Lessee and in subletting the Premises, and second, to the payment of Rent herein reserved and the fulfillment of Lessee's covenants hereunder, and Lessee will be liable for amounts equal to the Rent as they would under the terms of this Lease Agreement when due, less any amounts actually received by Lessor.

10.4 If the defaulting party is Lessor, Lessee may incur reasonable expenses necessary to protect and preserve Lessee's leasehold estate.

10.5 The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein will not be deemed a waiver of any rights or remedies that said party may have, and will not be deemed a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained.

10.6 In addition to the remedies set forth in this Lease Agreement, Lessor will be entitled to all other available legal and equitable remedies. No remedy herein conferred upon or reserved to Lessor will exclude any other remedy, and all remedies will be cumulative.

11. **Notices.** Any notices required or desired to be given under this Lease Agreement will be in writing and personally served or given by mail. Any notice given by mail will be sent first class, postage prepaid, return receipt requested, addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing.

Lessor: The Law Offices of Kevin G. Kohtz
P.O. Box 191190
Boise, ID 83719

Lessee: Michael C. Sweitzer
1720 Peregrine Drive
Mountain Home, Idaho 83647

Postal notices will be deemed to be given on the date deposited with the United States Postal Service.

12. **Attorneys' Fees.** If either party to this Lease Agreement is required to initiate or defend litigation in any way connected with this Lease Agreement, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, will be entitled to reasonable attorneys' fees. If either party to this Lease Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Lease Agreement, or obligation of the other party to this Lease Agreement, then the party so litigating will be entitled to reasonable attorneys' fees from the other party to this Lease Agreement. Attorneys' fees will include attorneys' fees on any appeal. In addition, a party entitled to attorneys' fees will be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel and all other necessary costs incurred in such litigation. All such fees will be deemed to have accrued on commencement of such action and will be enforceable whether or not such action is prosecuted to judgment.

13. **Rights of Successors.** All of the rights and obligations under this Lease Agreement will bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. This section will not authorize any assignment or transfer of this Lease Agreement prohibited by the other provisions (Assignments, Subletting and Further Encumbrances), and any transfer, assignment or sublease of Lessee's interest will be void.

14. **Subordination and Estoppel Certificates.**

14.1 This Lease Agreement will be subordinate to any mortgage, deed of trust, or other lien or security interest encumbering the leased Premises or any part thereof. Any mortgage granted after the date of this Lease Agreement will be subject to this Lease Agreement unless the mortgagee requests a Non-Disturbance Lease Agreement which provides that the rights of the Lessee to possession of the Leased Premises will not be disturbed by reason of any foreclosure or deed in lieu of foreclosure if the Lessee continues to fully perform all of the terms of this Lease in accordance with its terms. Upon request from time to time, Lessee will execute such Lease Agreements subordinating this Lease to future Mortgages subject to a subordination Lease Agreement generally following the terms provided in this Section.

14.2 Each party agrees, within ten (10) days of receipt of written request from the other party and provided the requested party may do so truthfully, to certify in writing to a prospective purchaser or lender (i) that this Lease Agreement is in full force and effect, (ii) that this Lease Agreement has not been amended (or, if it has, identifying all such amendments),

(iii) that this Lease Agreement has not been assigned by the requested party (or, if it has, identifying all such assignments), (iv) that, to the requested party's knowledge, the requesting party is not in default of any of the terms, covenants, conditions or Lease Agreements contained in this Lease Agreement (or, if the requesting party is in default, specifying the nature of such default), and (v) such additional facts within the requested party's knowledge as may be reasonably required by the requesting party. A party's failure to deliver the certificate within said ten (10) day period will be deemed acquiescence on behalf of the requested party that this Lease is in full force and effect and has not been modified.

15. **General.**

15.1 This Lease Agreement will not be recorded by Lessee. Lessor may prepare a memorandum of this Lease Agreement which will be executed and acknowledged by the parties and, at Lessor's option, recorded in Jerome County, Idaho.

15.2 This Lease Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be modified or amended except by written instrument executed by both parties. There are no oral agreements between the parties affecting this Lease Agreement or the Leased Premises. There are no representations or warranties by Lessor not set forth in this Lease Agreement.

15.3 If any term, covenant, condition or provision of this Lease Agreement or the application of it to any person or circumstance is found to any extent be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term, covenant, condition or Lease Agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, will not be affected thereby, and each term, covenant, condition or Lease Agreement of this Lease Agreement will be valid and will be enforced to the extent permitted by law.

15.4 This Lease Agreement is entered into, governed by and construed under the laws of the State of Idaho.

15.5 Time is of the essence under this Lease Agreement.

[End of text, signature page follows]



IN WITNESS WHEREOF, the Parties have executed this lease on the date indicated.

LESSOR


DATE: 1-17-20



IDAHO WATER COMPANY LLC
By Delbert G. Kohtz

LESSEE

DATE: 1-17-20



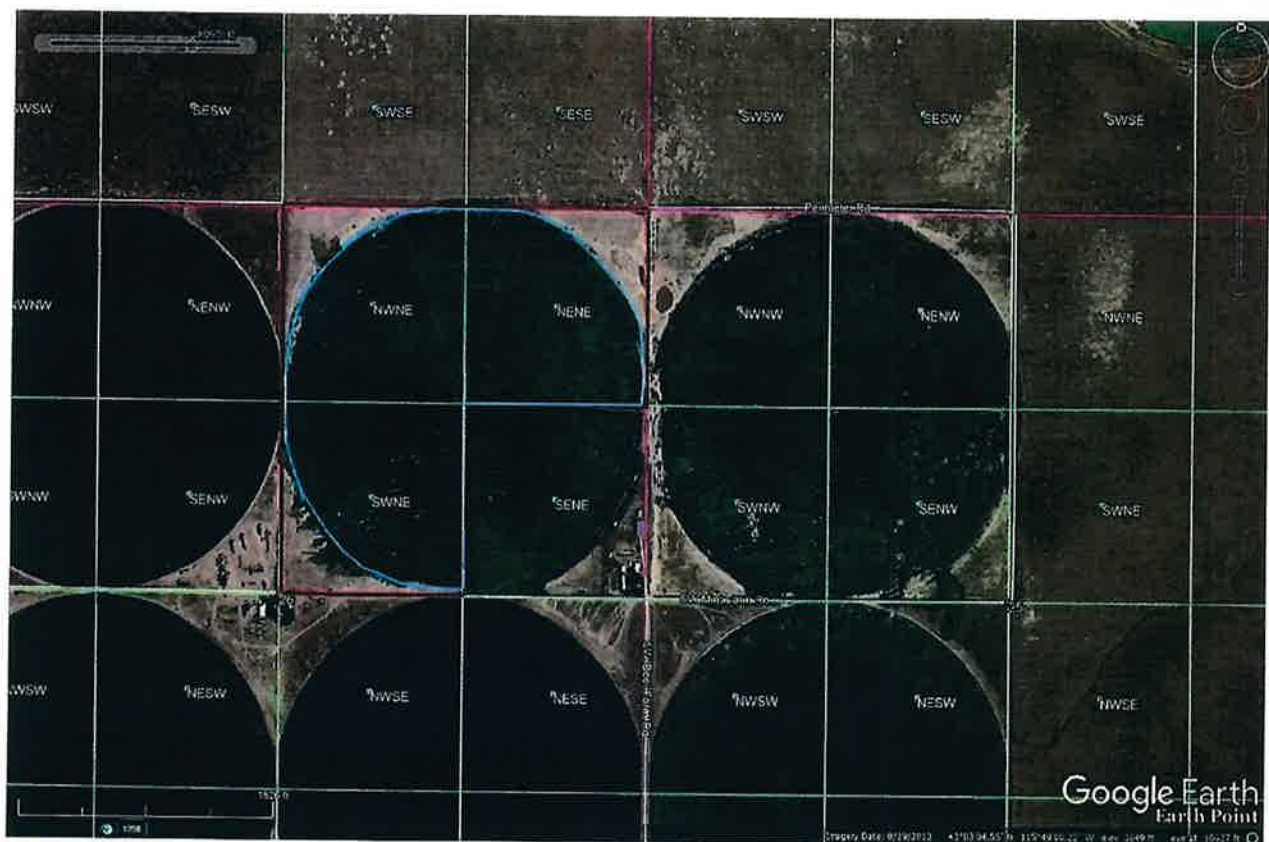
Michael C. Sweitzer

EXHIBIT A
Description of Leased Premises

The 120 acres of agricultural real property located in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$, and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26 Township 4 South Range 5 East Boise Meridian, State of Idaho. Recorded as Elmore County Parcel No. RP04S05E260095;

AND

The irrigation fixtures appurtenant thereto.



FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT (the "Lease") is made and entered this 19 day of February, 20 20 (the "Effective Date"), by and between **IDAHO WATER COMPANY LLC**, an Idaho Limited Liability Company, whose address is 1135 Valley Road South, Eden, Idaho 83325 (hereinafter the "Tenant"), and **Daniel L. West and Kimberlee Jo West**, husband and wife, whose address 10294 SW Mint Farm Road, Mountain Home, Idaho 83647 or HC85 Box 20-A, Mountain Home, Idaho 82647 (hereinafter the "Land Owner"). Tenant and Land Owner may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Land Owner is the owner of that certain 180 acres of real property located in Elmore County, State of Idaho and more particularly described as the SE ¼ of the NE 1/4 Sec. 26 T4S R5E and the NW ¼ of Sec. 25 T4S R5E, Boise Meridian (the "Property"), attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, Landowner and Tenant share an irrigation well that may be utilized to irrigate the Property and the adjacent 120 acres in the NE ¼ of Section 26 T4S R5E, Boise Meridian owned by the Tenant; and

WHEREAS, Landowner wishes to lease the Property to the Tenant and Tenant wishes to rent the Property from the Landowner under the terms and conditions of this Lease Agreement (the "Lease").

NOW THEREFORE, in consideration of the rent to be paid and other good and valuable consideration, Landowner leases the Property to Tenant, and Tenant rents the Property from Landowner under the terms and conditions described herein.

1. **Lease Term**. The primary term of this Lease will be from the Effective Date until December 31, 2021 ("Primary Term"). Tenant, by giving Landowner at least thirty (30) days' notice before the

expiration of the Primary Term, or option term then in effect, may extend the Lease by an additional farming season on the same terms and conditions, except rent, which upon written notice by Landlord to Tenant before October 1st of the term then in effect, may be raised by no more than eight (8) percent. The Tenant, by giving Landowner at least thirty (30) days' written notice before the end of any option term, may cancel the Lease and any term then in effect. Tenant will yield possession of the Property at the end of the Lease, or the end of any optional extension thereof. Failure by Tenant to provide written notice of its intent to exercise its optional extension(s) will serve as constructive notice of its intent to allow the Lease to expire.

2. **Rent.** Tenant agrees to pay rent for the Property in the amounts set forth below (the "**Rent**"). Tenant

[REDACTED]
[REDACTED] Tenant will timely make the rental payments. Late payment will cause a [REDACTED] to be incurred by the Tenant, for any payment that is greater than ten days late.

During the Primary Term rent will be as follows:

Years	Annual Rental
[REDACTED]	

In the event Tenant exercises its options to extend the term of this Lease for an additional farming season, rent during the option terms may be as follows:

Years	Annual Rental
[REDACTED]	[REDACTED]

- a. Rent payments shall be mailed to the address provided above. Landowner will deliver to Tenant, with the execution and delivery of this Lease, a completed and executed Internal Revenue Service Form W-9 ("W-9") in compliance with Internal Revenue Code and regulations applicable thereto, providing Landlord's United States taxpayer identification number and business address. Notwithstanding anything to the contrary contained in this Lease, Tenant's obligation to pay Rent or any other payments under this Lease to Landowner will be deferred until, Tenant's receipt of a completed and executed W-9 from Landowner. Until Tenant's receipt of Landowners' W-9, Tenant will not be in default (or subject to a claim of default) or be obligated to pay interest or any other penalty to Landowner for not making any payment that is otherwise due and payable by terms contained in this Lease and Landowner may not exercise any of its remedies under this Lease. The condition of delivering a completed and executed W-9 to Tenant prior to Tenant's obligation to pay rent will also apply to any successor or assign of Landowner (provided however that, at such time as such W-9 is received by Tenant, Tenant will pay, without penalty or interest, to such successor or assign all annual rent and other sums which have been withheld by Tenant from such successor or assign pending Tenant's receipt of such W-9 pursuant hereto). Landowner agrees to cooperate with Tenant and to furnish Tenant with such tax forms and information as are reasonably required to insure Tenant's compliance with applicable law.
 - b. In the event this Lease is terminated pursuant to the provisions of this Lease prior to the end of the Primary term, or option term then in effect, Rent will be prorated to the date of termination, and Landowner will refund to Tenant any rent paid and unearned as of the date of termination, together with any sums paid by tenant for periods beyond the termination.
3. **Landowner's Retained Rights and Contributions.** Landowner reserves the right for them, their agents, their employees, or their assigns to enter the Property at any reasonable time for (1) consultation with the Tenant; (2) making repairs, improvements, or inspection; (3) after notice of termination of the lease is given for purposes of plowing, seeding, fertilizing, and other such customary seasonal work, none of which will interfere with the Tenant in carrying out regular farm operations or removal of personal property. During the Lease, Landowner will provide Tenant any reasonable right of entry for ingress and egress to the property through its usual access points. Landowner will pay all taxes on the Property when due. If the Landowner should sell or otherwise transfer title to the Property, he or she will do so subject to the Lease. The Lease excludes the residence, shop, and surrounding un-irrigated ground as indicated in **Exhibit 1**. Landowner is the

owner of the Property in fee simple and has full right and authority to enter into this Lease agreement. Landowner covenants that Tenant will have quiet and peaceful possession of the Property and will enjoy all of the rights granted herein without interference from Landowner, anyone acting by, through or under Landowner, or anyone having title paramount to Landowner. Landowner covenants that there is no mortgage, deed of trust or other lien or encumbrance on the Property before the Effective Date. In the event Landlord encumbers the Property with a mortgage, deed of trust or other lien or encumbrance, Landowner will cause its lender to execute a subordination, non-disturbance and attornment agreement in a form acceptable to Tenant and shall cause the same to be recorded.

4. **Sublease or Assignments.** The tenant may sublease all or any part of the Property, or assign the Lease, or any of its rights or obligations, to any person, persons, or entity during the terms of the Lease.
5. **Heirs and Successors.** The Lease will be binding upon the heirs, executors, administrators, and successors of both Landowner and Tenant in like manner as upon the original Parties. However, if the Lease has been extended beyond the Primary Term, a Party's heirs, successors, or purchasers for value will have the option to give a written notice of termination effective at the end of the term in which recorded transfer of title to the Property occurs.
6. **Improvements.** The irrigation equipment purchased and previously placed on the Property by the Tenant is "personal property" owned by the Tenant, and the Parties agree the equipment is not permanent improvements or fixtures (two center pivots, one deep well pump, one booster pump, electrical panels, hydraulic pumps, and connected mainlines). At the end of the lease term, where the parties have not elected an extension, the irrigation equipment may be removed, or it may remain pursuant to the Parties' underlying license agreement. In the event that Tenant removes its irrigation equipment, the Property will be worked flat and returned to its original condition. Tenant may install on or under the Property any additional fixtures and equipment as Tenant deems desirable for the purpose of conducting farming operations, and all of said items will remain Tenant's personal property whether or not affixed to the Property. Tenant may remove its personal property from the Property at any time but will repair any damage caused by removal.
7. **Irrigation and Conservation.** Tenant will conduct farming operations in a reasonable and husbandry-like manner so as to avoid excessive erosion or other damage to the Property, and will

maintain any existing terraces, ditches, inlets, outlets or drainage courses, including grassed waterways. Crop selection and rotation are at the discretion of Tenant. Tenant may irrigate the Property from the shared well, and the adjacent Property owned by the Tenant, at a rate no greater than 5.6cfs or 1120AFA, and may utilize water rights rented from the Idaho Water Supply Bank to do so. Any application of agricultural fertilizers, herbicides, or pesticides, will be at the discretion of the Tenant who will use prudence and care in their transporting, storing, handling, and application. Tenant will comply with pollution control and environmental protection requirements as required by local, state and federal regulatory agencies. Upon Landowner's request, Tenant will provide manufacturer's literature regarding any chemical fertilizers or weed controls utilized on the Property.

8. **Non-Partnership.** This Lease Agreement does not create, nor should it be interpreted to create a joint venture, partnership, or similar relationship between the Parties. Neither Party will have the authority to bind the other without written consent, nor will either Party be liable for the debts or obligations incurred by the other without written consent. Tenant agrees to pay all charges for electricity and water on the Property in connection with its farming operations that it may incur during the terms of this Lease.
9. **Indemnification.** Tenant, during the term of this Lease, agrees to indemnify, defend and hold harmless Landowner from any liability, damages, causes of action, suits, claims or judgments arising from injury to or death to any person on the Property that is caused by Tenant, except if caused or contributed to by the willful or negligent act of Landowner, or Landlord's tenants (other than Tenant), subtenants, agents, contractors, licensees, guests, trespassers, or employees. Landowner, during the term of this Lease, agrees to indemnify, defend and hold harmless Tenant from and against any and all liability, claims, damages, expenses, judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on the Property, unless caused by the willful or negligent act or omission of Tenant, its subtenants, agents, contractors or employees
10. **Entire Agreement.** This Lease Agreement, its attached exhibits, and addendums contain the entire understanding between the parties. All contemporaneous or prior agreements, whether written or oral, are fully integrated and merged herein. The Lease may be modified by written instrument properly executed by both Parties. In the event of a failure to agree on a proposed alteration, the existing provisions of the Lease will control.

11. **Mediation and Attorney Fees.** If the Parties cannot reach an agreement on any matter or controversy arising out of the Lease, the question will be submitted to an independent and disinterested mediator chosen by the Landowner with the consent of the Tenant. Costs of mediation will be split between the Parties. If mediation has failed and either party should seek redress in a court of law, each party individually will be responsible for his or her own attorney's fees and costs.
12. **Default.** If either party willfully neglects or refuses to perform any provision of this Lease, the other party will be entitled to termination of the Lease in addition to compensation for damages. A written notice must be provided to the Party in default specifying the particular violations of the Lease. If the Party in default has not taken substantial steps to correct the deficiency, then the lease may be terminated. The failure of a party to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. The performance of each and every covenant and agreement by Landowner contained in this Lease is a condition precedent to the right to collect rents or enforce this Lease. In addition to the remedies set forth in this Lease, in case of default, Landowner and Tenant may have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy conferred upon, or reserved to Landowner or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.
13. **Compliance and Governing Law.** Tenant agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Property. The tenant may contest the validity of any such law, ordinance, rule or regulation but shall indemnify and hold Landowner harmless against the consequences of any violation thereof by Tenant. This agreement is entered into, governed by, and construed under the laws of the State of Idaho.

[end of text, signature page follows]

EXECUTED as of the date first written above.

LANDOWNER

**Daniel and Kimberlee Jo West,
husband and wife**


Daniel West


Kimberly Jo West

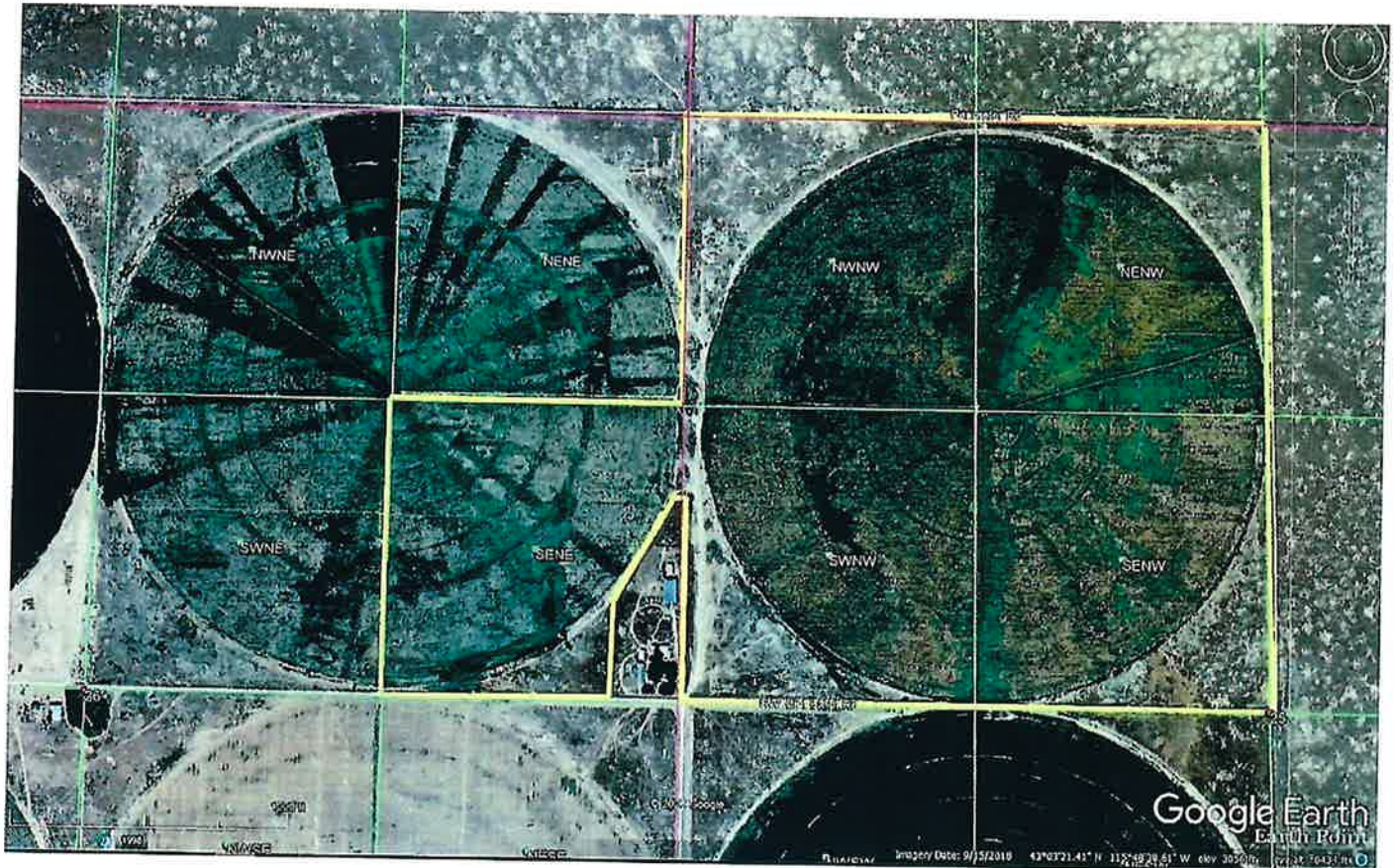
TENANT

Idaho Water Company LLC


for ID Water
LLC.

Exhibit 1 – Leased Property

SE ¼ of the NE 1/4 Sec. 26 T4S R5E and the NW ¼ of Sec. 25 T4S R5E, Boise Meridian





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

July 21, 2020

MICHAEL C SWEITZER
1720 PEREGRINE DR
MOUNTAIN HOME, ID 83647-4406

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-2165, 61-12039, AGREEMENT 431**

Dear Renter:

Please find enclosed a receipt in the amount of \$ 8,280.0 and a copy of a fully executed Water Supply Bank Rental Agreement of 414.0 acre-feet of water for irrigation of 92.0 acres. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$7,452.00 of the rental fee will be paid to the lessor(s) and 10% or \$828.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at bank@idwr.idaho.gov or (208) 287-4800.

Sincerely,


f Water Supply Bank

Enclosures: Receipt No. C109015
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Western Regional Office
State Water District No. 161



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

June 25, 2020

MICHAEL C SWEITZER
1720 PEREGRINE DR
MOUNTAIN HOME, ID 83647-4406

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-2165, 61-12039, AGREEMENT 431**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$8,280.00 was calculated based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 414 acre-feet.

Please send a check for \$8,280.00 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, 90% or \$7452.00 of the rental fee will be paid to the lessor(s) and 10% or \$828.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at bank@idwr.idaho.gov or (208) 287-4800.

Sincerely,


Amanda Johnson-Vahed
Water Supply Bank

Enclosure

c: IDWR Front Desk

Memorandum

To: Water Rights 61-2165 & 61-12039

From: Justin Ferguson

Date: May 18, 2020

Re: Water Supply Bank Rental Application 1690

Purpose/Narrative: This application was received from Mr. Sweitzer requesting a rental to cover acreage held by the Idaho Water Company. Per a land use agreement provided, Mr. Sweitzer intends to irrigate a partial pivot with the rental.

This is Mr. Sweitzer's first year conducting agricultural operations on the acreage and, should the efforts prove successful, he has indicated that he intends to move permanent rights to the indicated place of use.

Authority to File: The application was signed by Mr. Sweitzer with land-use agreement documentation provided on behalf of the Idaho Water Company. No concerns at this time.

Water Right Validity/Forfeiture Evaluation: The water rights being used for this rental are currently leased to the Bank and valid for rent. No concerns at this time.

Injury Evaluation: No injury is apparent as the applicant is seeking to supplement the existing water rights with this rental.

Enlargement of Use: No concerns of enlargement as the place of use outlined in the application does not currently feature water rights. Conditions will be added to the agreement document to calibrate the water rights to the local standard in line with the existing water rights.

Local Public Interest: Review staff have no information to suggest this rental is inconsistent with the local public interest.

Beneficial Use/Conservation of Water Resources: The rental appears consistent with the conservation of water resources in Idaho.

Department/Watermaster Comments: Watermaster and IDWR Western Region comments were requested February 24, 2020, no comments were received.

Water Supply Bank Evaluation: Pending comments from the IDWR regional office and watermaster, Bank staff recommend the approval of this rental.