

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1049

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

LESSOR: TWIN CITY FOODS INC
PO BOX 699
STANWOOD, WA 98292

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.
2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on November 08, 2019.
3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
85-4194	9/25/1952	GROUND WATER, tributary to	6.95	Not Stated	0.00
Combined Lease Totals			6.95		0.00

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE:** The term of this lease shall be January 1, 2019 to December 31, 2020. This Lease shall bind the parties and take effect when both parties have signed it.
4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1049

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.
6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.
7. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1049

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: TWIN CITY FOODS INC
PO BOX 699

STANWOOD, WA 98292

By 
Title CEO
Date 1/23/2020

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By  Date 01/30/20
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR  Date 01/30/20

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1049

**ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE**

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 85-4194

GROUND WATER L2SWNE Sec. 36 Twp 36N Rge 06W NEZ PERCE County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
85-4194	COMMERCIAL	1/01	to	12/31	6.95 cfs	Not Stated
Totals:					6.95 cfs	

PLACES OF USE TO BE IDLED UNDER THIS LEASE: COMMERCIAL

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
36N	06W	36		X L2	X L2														

Total Acres: 0.0

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into 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.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1049

9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
 - b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. 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.

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 1049

85-4194

Effective until December 31, 2021

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



⊙ Approved Lease Point of Diversion

□ Approved Lease Place of Use

□ Township/Range

□ Sections

□ QQ



0 250 500 Feet

STATE OF IDAHO
WATER RESOURCE BOARD

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

RECEIVED

NOV 08 2019

DEPARTMENT OF
WATER RESOURCESDesignated Applicant Twin City Foods, Inc.

(Select one owner – see item 1A on the application)

Water Right No. 85-4194

(One water right per application)

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

Yes ☐ No ☒

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

MINIMUM REQUIREMENT CHECKLIST

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

Yes

- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank*.
- ☒ Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
- ☒ Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.

Attachment N/A Yes

- 1A ☐ ☒ Signatures and contact information for *all owners* of the water right to be leased or sold on this application.
- 1B ☐ ☒ An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
- 1C ☒ ☐ *Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
- 1D ☐ ☒ Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
- 2 ☐ ☒ Description of a water right portion offered to the Water Supply Bank.
- 3 ☐ ☒ A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
- 4A ☒ ☐ Written consent from irrigation district or water delivery company.
- 4G ☐ ☒ Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount \$ <u>250</u>	Received By: <u>[Signature]</u>	Date Received: <u>11/8/19</u>	Receipt # <u>C10725</u>
W-9 received? Yes ☒ No ☐	(Route W-9 to Fiscal)	Name on W-9: <u>Twin City Foods LLC</u>	

1-180

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant Twin City Foods, Inc., Attn: Virgil Roehl

Mailing Address PO BOX 699, 10120 PL NW Stanwood WA 98292
Street City State Zip Code

Email Address VirgilR@twincityfoods.com Phone Number 206-515-2400

☒ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☐ No ☒
If no, complete the form and attach to this application (Attachment 1B).

- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☒ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☒ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Christopher H. Meyer Organization Givens Pursley LLP

Professional Title Attorney Email Address chrismeyer@givenspursley.com

Mailing Address 601 W Bannock, Boise, ID 83702 Phone Number 208-388-1236

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☒ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☒ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.

If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled 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 idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to [Section 42-108, Idaho Code](#) and [IDAPA WSB Rule 37.02.03.25.02e](#).

- B. Please provide a description of the current water diversion and delivery system.

Well - 24" casing - pump electric motor 200 hp. - electric with seven stage turbine pump at 300 ft.

3,000 gpm - depth 360 ft. - year drilled 1952

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. None

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☒

Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☒

If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased.

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. Lease Rate of 6.95 CFS since 9/22/15

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☒

If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See [Section 42-223, Idaho Code](#) for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. This water right has been in the Water Supply Bank since 2015.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?

If yes, describe.

Yes ☐ No ☒

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

- A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☒.

If lease, specify the years when the use of water will be suspended: 2019 to 2020 (maximum lease period 5 calendar years).
(Year) (Year)

- B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

Current Rental Rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

[Signature]
Signature of Designated Applicant

Vergil S. Rochl
Printed Name

11/8/2019
Date

[Signature]
Signature of Authorized Representative

Christopher H. Meyer
Printed Name

11-8-2019
Date

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

State of Idaho
Department of Water Resources

Water Right
85-4194

COMMERCIAL

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



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

0 0.0375 0.075 0.15 Miles



SPECIAL POWER OF ATTORNEY FOR WATER RIGHTS

Twin City Foods, Inc. whose mailing address is P.O. Box 699, Stanwood, WA 98292, hereby appoints the attorneys of Givens Pursley LLP, 601 West Bannock Street, P.O. Box 2720, Boise, ID, 83701 as its true and lawful attorneys for the purpose of signing on its behalf the following forms, pleadings, and other documents for submission to the Idaho Department of Water Resources ("IDWR"), the Idaho Water Supply Bank, and/or any Court undertaking an adjudication or judicial review of water rights held by Twin City Foods, Inc.

IDWR Forms

1. Affidavit for Water Rights To Be Used for Power Purposes;
2. Application for Amendment of Permit to appropriate the Waters of the State of Idaho;
3. Application for Exchange of Water;
4. Application for Extension of Time to Avoid Forfeiture of a Water Right;
5. Application for Permit to appropriate the Waters of the State of Idaho;
6. Application for Temporary Approval of a Water Application;
7. Application for Transfer of a Water Right;
8. Assignment of Permit To Change the Ownership of a Permit;
9. Change of Address;
10. Notice of Change in Water Right Ownership;
11. Notice of Diversion as an Alternative to Instream Stockwater Use;
12. Notice of Resumption of Beneficial Use;
13. Notice of Protest;
14. Notice of Security Interest in a Water Right -- Request for Notification of Change in Ownership or Action to Amend, Transfer or Modify a Water Right
15. Request for Extension of Time to Provide Additional Time in Which to Submit Proof of Beneficial Use for a Water Right Permit;
16. Proof of Beneficial Use;
17. Relinquishment of Permit;
18. Statement of Completion for Submitting Proof of Beneficial Use;
19. Statutory Claim to a Water Right;
20. Temporary Change Application;

21. Withdrawal of Application for Amendment of Permit;
22. Withdrawal of Application for Permit;
23. Withdrawal of Application for Transfer of Water Right(s);

Idaho Water Supply Bank

24. Application to Rent Water from the Water Supply Bank (including a rental pool);
25. Application to Sell or Lease a Water Right to the Water Supply Bank (including a rental pool); and

Adjudication or Judicial Review

26. Any Notice of Claim to a Water Right (including late claims and/or amendments of claims), petition, pleading, motion, notice, objection, petition, brief, stipulation, or settlement submitted to any Court undertaking a general or special adjudication of water rights held by Twin City Foods, Inc.;
27. Any petition, pleading, motion, notice, objection, petition, brief, stipulation, or settlement submitted to any Court undertaking a judicial review or appeal of any action by IDWR respecting any water rights held by Twin City Foods, Inc.;

Miscellaneous

28. Any other pleading or document in support, furtherance, or settlement of any of the above.

All may rely on such authority. This Special Power of Attorney shall be effective until revoked in writing by Twin City Foods, Inc.

For purposes of the exercise of the powers herein granted, the facsimile or pdf signature of said attorneys shall be lawful and binding and any person may rely upon such facsimile or pdf signature as if it were an original

IN WITNESS WHEREOF, the undersigned has executed this Special Power of Attorney effective as of the last date noted.

Dated: Nov. 12, 2009



Ronald H. Keolker
Vice President, Finance
And Secretary
Twin City Foods, Inc.

ACKNOWLEDGMENT

State of Washington)
County of Snohomish) ss.

On this 12th day of November, 2009, before me, the undersigned, a notary public in and for said county and state, personally appeared Ronald H. Keolker, known or identified to me (or proved to me on his/her oath) to be the Vice President of Finance and Secretary of Twin City Foods, Inc., the corporation that executed the above instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Rachel J. Glessman
Notary Public for Washington
Residing at Arlington
My Commission Expires 01/01/13



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

January 31, 2020

TWIN CITY FOODS INC
PO BOX 699
STANWOOD, WA 98292

RE: **WATER SUPPLY BANK LEASE CONTRACT 1049
FOR WATER RIGHTS 85-4194**

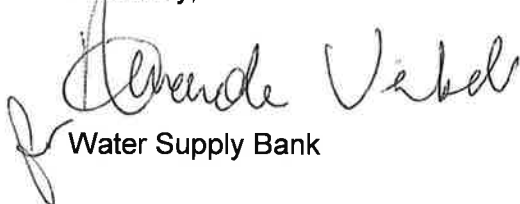
Dear Lessor:

Water rights **85-4194** were leased into the Water Supply Bank (Bank) as of January 14, 2019, in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank.** More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The rights will automatically be released from the Bank on **December 31, 2020**, unless the rights are released earlier by the Water Resource Board (Board). On behalf of the Board, the Department of Water Resources (Department) can evaluate an early release of the lease contract upon your request. To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they have been rented or are being considered for a future rental. Furthermore, it is at the discretion of the Department whether or not a water right can be released early from a lease contract.**

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

Sincerely,



Water Supply Bank

Enclosure: Executed Lease Contract

c: Doug Jones - IDWR Northern Region
Christopher H. Meyer – Givens Pursley LLP

Veibell, Amanda

From: Buyer, Remington
Sent: Friday, January 24, 2020 12:07 PM
To: Veibell, Amanda
Subject: FW: Signed Water Supply Bank Lease Contract No. 1049
Attachments: WaterRightLease_1-23-2020.pdf

Amanda,

We can accept this emailed/scanned copy of the contract. Can you please print the attach and then forward to Phill/Cody/Angie for finalization?

Thank you!

From: Buyer, Remington
Sent: Friday, January 24, 2020 12:05 PM
To: 'Virgil Roehl' <VirgilR@twincityfoods.com>
Cc: Veibell, Amanda <Amanda.Veibell@idwr.idaho.gov>
Subject: RE: Signed Water Supply Bank Lease Contract No. 1049

Virgil,

Thank you for emailing the signed contract. We will print and sign the contract and then send you a copy for your records.

Regards,

Remington Buyer
Water Supply Bank Coordinator
Idaho Department of Water Resources
322 East Front Street, Boise, ID, 83720
T: (208) 287-4918 | F: (208) 287-6700

From: Virgil Roehl [<mailto:VirgilR@twincityfoods.com>]
Sent: Friday, January 24, 2020 9:21 AM
To: Bank <Bank@idwr.idaho.gov>
Subject: Signed Water Supply Bank Lease Contract No. 1049

Attached is our signed contract. Please let me know what else we need to do.

Sincerely,

Virgil S. Roehl
Twin City Foods, Inc.
360-629-2111



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

January 23, 2020

TWIN CITY FOODS INC
PO BOX 699
STANWOOD, WA 98292

RE: APPLICATION TO LEASE WATER RIGHT 85-4194 TO THE WATER SUPPLY BANK CONTRACT 1049

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

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature. Please sign and return ALL Lease Contracts within 14 days.** Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The right will automatically be released from the Bank on **December 31, 2020**, unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at <http://www.idwr.idaho.gov>. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

"While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

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

Sincerely,


Amanda Verbill
Water Supply Bank

Enclosures: Proposed Lease Contracts
Receipt # C107929

Ferguson, Justin

From: Ferguson, Justin
Sent: Tuesday, January 7, 2020 11:38 AM
To: Jones, Doug
Subject: WSB Lease - Twin City Foods
Attachments: Lease Twin City Foods 85-4194.pdf; Draft Lease Twin City Foods 85-4194.docx; Lease Review Memo.docx

Afternoon!

Attached is the draft lease contract, map, and review memo for Twin City Foods, water right 85-4194. Please let me know if you have any comments or concerns

Thanks!

GIVENS PURSLEY LLP

Attorneys and Counselors at Law

601 W. Bannock Street
PO Box 2720
Boise, ID 83701
Telephone: 208-388-1200
Facsimile: 208-388-1300
www.givenspursley.com

Gary G. Allen
Charlie S. Baser
Christopher J. Beeson
Jason J. Blakley
Clint R. Bollender
Jeff W. Bower
Preston N. Carter
Jeremy C. Chou
Michael C. Creamer
Amber N. Dina
Bradley J. Dixon
Thomas E. Dvorak
Debora Kristensen Grasham
Donald Z. Gray
Alex J. Gross
Brian J. Holleran

Kersti H. Kennedy
Neal A. Koskella
Michael P. Lawrence
Franklin G. Lee
David R. Lombardi
Kimberly D. Maloney
Kenneth R. McClure
Kelly Greene McConnell
Alex P. McLaughlin
Melodie A. McQuade
Christopher H. Meyer
L. Edward Miller
Judson B. Montgomery
Deborah E. Nelson
W. Hugh O'Riordan, LL.M.
Samuel F. Parry

Randall A. Peterman
Jack W. Relf
Michael O. Roe
Jamie Caplan Smith
Robert B. White

William C. Cole (Of Counsel)

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

November 8, 2019

Jo Ann Cole-Hansen, Chair
Water Supply Bank and Mitigation Bank
Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

RECEIVED
NOV 08 2019
DEPARTMENT OF
WATER RESOURCES

Re: *Water Supply Bank Application - Water Right No. 85-4194*

Dear Ms. Cole-Hansen:

On behalf of my client, Twin City Foods, Inc., I am enclosing an original *Application to Sell or Lease a Water Right to the Water Supply Bank* and a *Special Power of Attorney for Water Rights*.

The above-referenced water right has been in the Water Supply Bank since 2015 and is scheduled to be released on December 31, 2019. My client wishes to extend the lease of the water right to the Water Supply Bank for one additional year until December 31, 2020.

Please let me know if anything further is required. I will appreciate hearing from you to discuss the status of this application once you have had an opportunity to review it.

Sincerely,



Christopher H. Meyer

Encl: Water Bank Application form dated (11-8-2019) (original)
Special Power of Attorney (11-12-2009) (copy)

cc: Virgil Roehl, Twin City Foods, Inc.

CHM:ks

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