STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 839

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

LESSOR: HARRY S RINKER TRUST
PO BOX 7250
NEWPORT BEACH, CA 92658

RECEIVED
OCT 04 2018
DEPARTMENT OF WATER RESOURCES

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 August 27, 2018.

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)
37-22600	6/1/1886	BIG WOOD RIVER, tributary to MALAD RIVER	0.15	24.5	7.0
37-22602	5/4/1889	BIG WOOD RIVER, tributary to MALAD RIVER	0.13	24.5	7.0
37-22604	5/21/1890	BIG WOOD RIVER, tributary to MALAD RIVER	0.10	24.5	7.0
Combined Limit Totals			**0.38**	**24.5**	**7.0**
Combined Lease Totals			**0.38**	**24.5**	**7.0**

Summary of Water Rights Elements Rentable From the Bank

Water Right	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (Limited) (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
37-22600	0.150	24.50	7.00	0.021	3.50
37-22602	0.130	24.50	7.00	0.019	3.50
37-22604	0.100	24.50	7.00	0.014	3.50
Combined Limit Totals	**0.310**	**24.50**	**7.00**	**0.044**	**3.50**

SUPPORT DATA
IN FILE # 37-22600

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 839

**** The water right elements rentable have been reduced from the water right elements leased to account for combined limits.***

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, 2019. 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.

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. 839

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

LESSOR: HARRY S RINKER TRUST
PO BOX 7250
NEWPORT BEACH, CA 92658

By _____, Power of Attorney
Title _____ for Applicant
Date 10/2/2018

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

By _____ Date 10/9/2018
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR _____ Date 10-9-2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 839

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): 37-22600, 37-22602, 37-22604

BIG WOOD RIVER	NWNWNE	Sec. 32	Twp 03N	Rge 18E	BLAINE County
BIG WOOD RIVER	SENW	Sec. 32	Twp 03N	Rge 18E	BLAINE County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
37-22600	IRRIGATION	04/15	to	10/31	0.15 cfs	24.5 AF
37-22602	IRRIGATION	04/15	to	10/31	0.13 cfs	24.5 AF
37-22604	IRRIGATION	04/15	to	10/31	0.10 cfs	24.5 AF
				Totals:	0.31 cfs	24.5 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: 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	
03N	18E	32		0.9	29.6		0.9			18.9	21.2			0.7	2.6	35.8	0.9		111.5

Total Acres: 111.5
Acre Limit: 7.0

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.

WATER SUPPLY BANK LEASE CONTRACT No. 839

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.
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. Use of water under these rights will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, these water rights are within State Water District No. 37.
13. Rights 37-22600, 37-22602, and 37-22604 when combined shall not exceed the irrigation of 7 acres.
14. Right Nos. 37-20842, 37-21239, 37-21241, 37-22600, 37-22601, 37-22602, 37-22603, 37-22604, and 37-22605 are limited to a total combined diversion rate of 3.16 cfs.
15. Right Nos. 37-20842, 37-21239, 37-21241, 37-22600, 37-22601, 37-22602, 37-22603, 37-22604, and 37-22605 are limited to the irrigation of a combined total of 53.4 acres in a single irrigation season.
16. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

Idaho Water Resource Board

Water Supply Bank Lease Contract No. 839

37-22600, 37-22602 & 37-22604
Effective until December 31, 2019

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
Townships
PLS Sections
Quarter Quarters

N

0 500 1,000 Feet

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
AUG 27 2018
DEPARTMENT OF WATER RESOURCES

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

Designated Applicant Harry S. Rinker Trust
(Select one owner – see item 1A on the application)

Water Right No. 37-22600
(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.**

MIMUMUM 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 $ 500	Received By: AW	Date Received: 8-27-18	Receipt # C105557
W-9 received? Yes ☐ No ☐	(Route W-9 to Fiscal)	Name on W-9:	

1150

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 Harry S. Rinker Trust

Mailing Address P.O. Box 7250 (Street) Newport Beach (City) CA (State) 92658 (Zip Code)

Email Address _____ Phone Number (714) 979-8300

☑ 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 Greg Sullivan Organization Brockway Engineering

Professional Title Engineer Email Address greg.sullivan@brockwayeng.com

Mailing Address 2016 Washington St N, Ste 4 Phone Number (208) 736-8543

☐ 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.
Diversion from Purdum Slough to property.

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. 37-22600, 37-22602 and 37-22604

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. Acres being leased are wholly owned by applicant, but are within the service area of the Riverview-Cloverly Irrigation Co. (RCI). See attached agreement demonstrating that applicant's rights are wholly separate from RCI and are also not stacked with any groundwater right. Applicant has no interest in or control over RCI.

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. Refer to decree date and recent Water Supply Bank lease contract.

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. Refer to decree date and recent Water Supply Bank lease contract.

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 (Year) to 2019 (Year) (maximum lease period 5 calendar years).

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.
$1000 per acre-foot as per the well-established market rate in the Big Wood valley.

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 of Designated Applicant	Charles G. Brockway, Power of Attorney for Harry S. Rinker Printed Name	8/22/2018 Date
Signature of Authorized Representative	Printed Name	Date

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

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1.

Water Right Number	Nature of Use	Leased Rate (cfs)	Leased Volume (af)	Leased Acres (ac)
37-22600	Irrigation	0.15	24.5	111.5
	Total Amounts:	0.15	24.5	7.0

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
03N	18E	32		NW	NW	NE	Blaine
03N	18E	32			SE	NW	Blaine

State of Idaho
Department of Water Resources

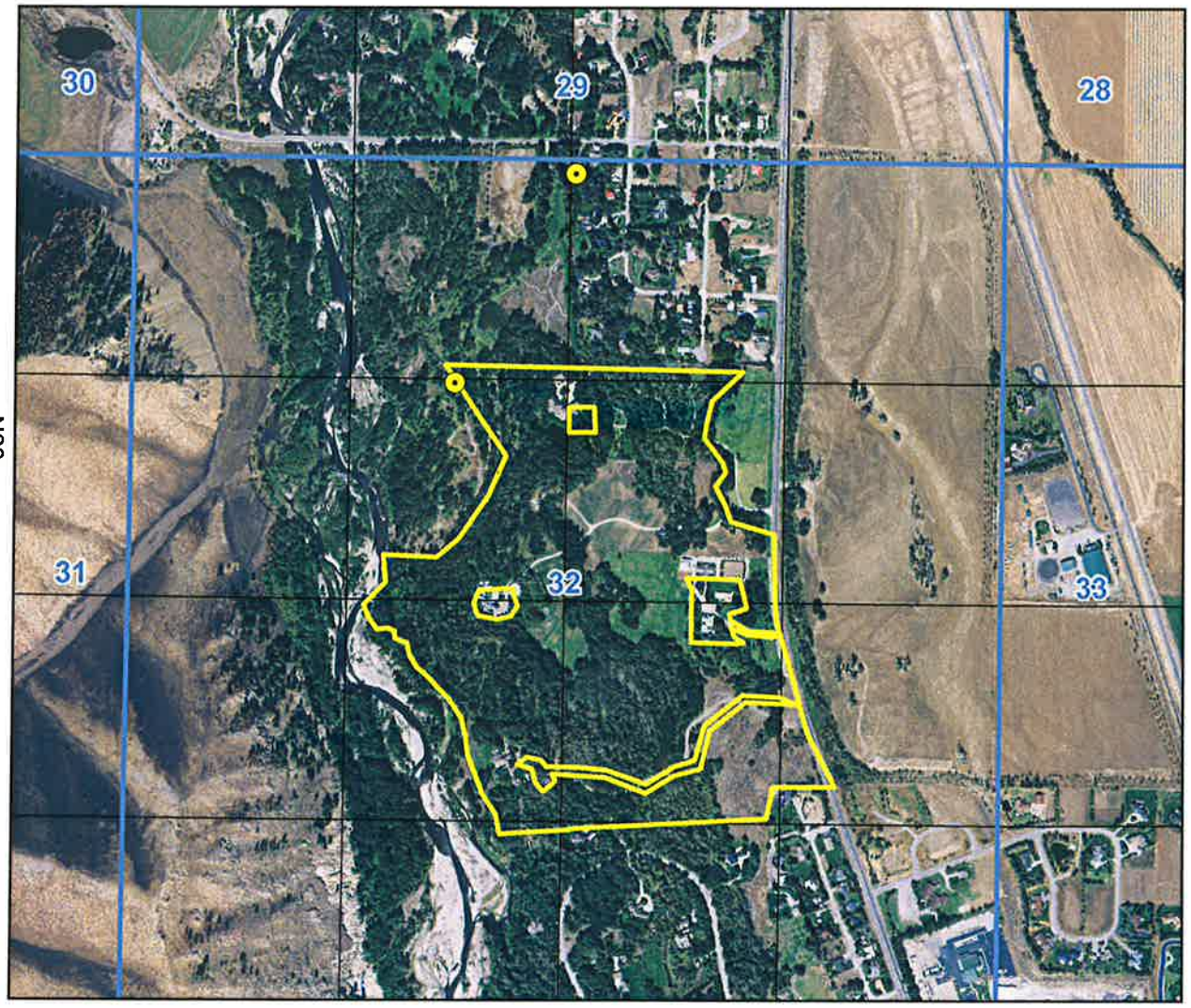
Water Right
37-22600

IRRIGATION

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.

18E

03N



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

0 0.125 0.25 0.5 Miles

N

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 10, 2018

HARRY S RINKER TRUST
PO BOX 7250
NEWPORT BEACH CA 92658

RE: WATER SUPPLY BANK LEASE CONTRACT 839
FOR WATER RIGHTS 37-22600, 37-22602, and 37-22604

Dear Lessor:

Water rights **37-22600, 37-22602, and 37-22604** were leased into the Water Supply Bank (Bank) as of August 27, 2018, 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, 2019,** 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 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. 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 287-4800.

Sincerely,

Debbi Sudd
for Water Supply Bank

Enclosure: Executed Lease Contract

c: Corey Skinner - IDWR Southern Region
Kevin Lakey – Water District 37
Greg Sullivan – Brockway Engineering

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics
Hydrology
Water Resources

RECEIVED
OCT 04 2018
DEPARTMENT OF
WATER RESOURCES

October 2, 2018

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

Re: Lease Contract for Harry S. Rinker Trust

Enclosed please find two signed lease contracts for water rights 37-22600, 37-22602, and 37-22604.

A special power of attorney is attached to this letter and allows Charles G. Brockway to sign the lease contracts on behalf of Harry S Rinker.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Harry Rinker
Enc. Lease Contracts, Special Power of Attorney

CHARLES E. BROCKWAY, PH.D., P.E.

CHARLES G. BROCKWAY, PH.D., P.E.

2016 NORTH WASHINGTON STREET • SUITE 4

TWIN FALLS, IDAHO 83301

208•736•8543

FAX: 736•8506

RECEIVED
OCT 0 4 2018
DEPARTMENT OF
WATER RESOURCES

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **HARRY S. RINKER**, do hereby make, constitute and appoint **CHARLES E. BROCKWAY and CHARLES G. BROCKWAY**, of 2016 N. Washington St., Suite 4, Twin Falls, ID 83301, jointly or severally, my true and lawful attorneys for me, in my name, place and stead, and on my behalf, with full power and authority to execute any and all documents on my behalf as fully and effectually to all intents and purposes as I could do in my own proper person, with full power of substitution, hereby ratifying and confirming all that my said attorney in fact shall lawfully do, or cause to be done, by virtue of the authority herein granted and necessary or useful to carry into effect any or all of the following acts, deeds and things:

1. To execute on my behalf notices of claim, motions, or other pleadings to be filed with the Idaho Department of Water Resources, including filings, in Case No. 39576 or an of its subcases, now pending in the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, commonly referred to as the Snake River Basin Adjudication. My attorney shall also have the power to execute on my behalf any Application for appropriation of a water right, transfer of a water right or other similar documents affecting any water right which I now have an ownership interest in, or may hereafter acquire, or which water right is owned, in whole or in part, by a trust, corporation, limited liability company or other business entity of which I am a trustee, officer, member or owner.

2. This instrument is to be construed and interpreted as a special power of attorney, limited to the enumeration of the specific terms, items, acts, rights or powers herein granted. This power of attorney shall remain in effect until it is revoked by me in writing.

3. This power of attorney shall not be affected by my disability.

IN WITNESS WHEREOF, I have hereunto set my hand at Costa Mesa, CALIF, this 6 day of October, 2009.

HARRY S. RINKER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On Oct 6, 2009 (Date) before me, Maria F Dimarucut (Here Insert Name and Title of the Officer),

personally appeared Harry S. Rinker (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

MARIA F. DIMARUCUT
Commission # 1759767
Notary Public - California
Orange County
My Comm. Expires Jul 30, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Special Power of Attorney

Document Date: 10/6/09 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 2, 2018

HARRY S RINKER TRUST
PO BOX 7250
NEWPORT BEACH CA 92658

RE: APPLICATIONS TO LEASE WATER RIGHT 37-22600, 37-22602 & 37-22604 TO THE WATER SUPPLY BANK

CONTRACT 839

******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, 2019,** 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 rights may not be available for immediate release if they have 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 287-4800.

Sincerely,

Jean Hersley

Water Supply Bank

Enclosure: Proposed Lease Contracts

c: Brockway Engineering PLLC

Hersley, Jean

From: Hersley, Jean
Sent: Tuesday, October 02, 2018 1:15 PM
To: Skinner, Corey; 'Kevin Lakey'
Subject: WSB Lease contract for Rinker Trust
Attachments: Idled Acres # 839.pdf; Lease Application Review.xls; Report - Lease Contract - 839.docx

Please let me know within 7 days if you have any comments or concerns. Mr. Rinker has had these rights in the Bank previously.

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

WATER SUPPLY BANK

Lease Review Checklist

Applicant(s) Name: Harry S Rinker Trust

Memo Date: Sept 21, 2018

Water Right Number(s): 37-22600, 37-22602 & 37-22604

Reviewers Name:

Quick Tools

Decreed Year	No Forfeiture Concerns Thru:
2011	2017
2012	2018
2013	2019
2014	2020
2015	2021

		Check box		COMMENTS/CONCERNS:
1	**Fill out WSB Data Entry Checklist for Leases (Front of File)**	X		
2	**Reason for lease of water rights (Brief description of lease proposal in narrative)**			
	Portion of right			
	All of right	X		
3	Check GWMA/CGWA/ADC and basin 63 areas of concern (note area in comments)			
		Yes	**No**	
4	Rentable? (If no explain in comments or narrative)	X		
5	**Authority to file**			
	Current owner or designated applicant	X		
	SOS Web site checked for business entity	X		
	Other (explain in comments)			
6	**Water Right validity**			
	Decreed/Licensed/Statutory claim date (write in comments section)			2010
	Past irrigation to ensure forfeiture is not an issue if decreed or licensed over 7 years ago (consider transfers that changed the POU, rentals to the POU etc.)			
	Has this right previously been leased to the bank or in CREP?	X		
7	**Injury to other water rights**			
	If the POD is through a delivery entity, was consent provided?		NA	
	If the POD is through a delivery entity, was holdback required? (percentage in comments)			%
	Any other concerns			
8	**Enlargement concerns**	Check box		
	Complete a POU comparison overlap analysis	X		
	Complete a combined limits review	X		
	Complete POD overlap analysis (if there is an overlap add condition to lease)	X		
		Yes	**No**	
	Are there overlapping rights that need to be placed in the bank also?		X	
	Will the place of use continue to receive water? (if yes explain in comments)	X		
9	**Local Public Interest**			
	Does the processor know of any problems this action will cause for the local public?		X	
10	**Have you contacted regional office and watermaster for comment/concerns?**	X		
	Send the watermaster comment request form or e-mail request	X		
11	Area Headgate requirement (write in Comments)			3.5
12	**Is water right involved in any other department action? Pull file and check database** ( ) Ownership Change ( ) Transfer ( ) Mitigation ( ) Other - Explain in comments		X	

13 **Narrative:** The Department received these applications on August 27, 2018. The applicant wishes to place the entirety of all rights in the Bank through the 2018 season. Charles G. Brockway, who has power of attorney, signed the applications. The parents of these rights were decreed in 2010. These rights were placed in the Bank in 2016. Forfeiture is not any issue. These three rights are appurtenant to a 111.5 acre PPU but are limited to the irrigation of 7 acres. The rights overlap with other rights but these rights have not been used in combination with those other rights. Right Nos. 37-20842, 37-21239, 37-21241, 37-22600, 37-22601, 37-22602, 37-22603, 37-22604, and 37-22605 are limited to the irrigation of a combined total of 53.4 acres and a total combined diversion rate of 3.16 cfs in a single irrigation season. Water rights 37-22600, 37-22602 & 37-22604 are 10 % of the limited diversion rate so they will be limited to 0.31 cfs if rented. These rights are currently within WD 37.

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics
Hydrology
Water Resources

RECEIVED
AUG 27 2018
DEPARTMENT OF
WATER RESOURCES

August 22, 2018

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

Re: Lease applications for Harry S. Rinker Trust

Enclosed please find three (3) applications to lease water rights 37-22600, 37-22602, and 37-22604 to the Water Supply Bank for the 2019 irrigation season. These rights are Big Wood River rights owned by Harry S. Rinker Trust, appurtenant to land 1 mile north of Hailey and west of Highway 75.

The three rights are wholly overlapping amongst themselves. They are currently appurtenant to land within the service area of Riverview Cloverly Irrigation, Inc. (RCI), but the rights do not overlap with rights owned by RCI and utilized by shareholders of the company. Furthermore, the rights are categorically not overlapping with any groundwater right, even though individual lot owners – shareholders of RCI – have their own private groundwater rights. IDWR's shape files may show overlap, but there is none.

A copy of the RCI agreement is attached. Please refer to Section 3, Paragraph D of the agreement. The 23 acres referred to in this paragraph represents the "unstacked" water – meaning water not stacked with groundwater – retained by Mr. Rinker under the agreement.

If there are any questions on these issues, please do not hesitate to contact me.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Harry Rinker
Enc. Lease applications, Aerial Maps, Limited Power of Attorney, Riverview Cloverly Irrigation, Inc. Agreement, Brockway Engineering Check # 14862 for $500

CHARLES E. BROCKWAY, PH.D., P.E.

CHARLES G. BROCKWAY, PH.D., P.E.

2016 NORTH WASHINGTON STREET • SUITE 4

TWIN FALLS, IDAHO 83301

208•736•8543

FAX: 736•8506

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **HARRY S. RINKER,** do hereby make, constitute and appoint **CHARLES E. BROCKWAY and CHARLES G. BROCKWAY,** of 2016 N. Washington St., Suite 4, Twin Falls, ID 83301, jointly or severally, my true and lawful attorneys for me, in my name, place and stead, and on my behalf, with full power and authority to execute any and all documents on my behalf as fully and effectually to all intents and purposes as I could do in my own proper person, with full power of substitution, hereby ratifying and confirming all that my said attorney in fact shall lawfully do, or cause to be done, by virtue of the authority herein granted and necessary or useful to carry into effect any or all of the following acts, deeds and things:

1. To execute on my behalf notices of claim, motions, or other pleadings to be filed with the Idaho Department of Water Resources, including filings, in Case No. 39576 or an of its subcases, now pending in the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, commonly referred to as the Snake River Basin Adjudication. My attorney shall also have the power to execute on my behalf any Application for appropriation of a water right, transfer of a water right or other similar documents affecting any water right which I now have an ownership interest in, or may hereafter acquire, or which water right is owned, in whole or in part, by a trust, corporation, limited liability company or other business entity of which I am a trustee, officer, member or owner.

2. This instrument is to be construed and interpreted as a special power of attorney, limited to the enumeration of the specific terms, items, acts, rights or powers herein granted. This power of attorney shall remain in effect until it is revoked by me in writing.

3. This power of attorney shall not be affected by my disability.

IN WITNESS WHEREOF, I have hereunto set my hand at Costa Mesa, CALIF, this 6 day of October, 2009.

HARRY S. RINKER

WATER RIGHTS AND TRANSFER AGREEMENT

This agreement is made on the ___ day of July, 2002, among (a) Jacob A. Bloom and Ruth Bloom, individuals, ("Blooms") (b) Wood River Properties, Inc., a California Corporation, and Harry S. Rinker Trust, by Harry S. Rinker, Trustee, (" Rinker"), and (c) Riverview Cloverly Irrigation, Inc., a Idaho Corporation, ("Riverview").

The parties each agree, that in exchange for the promises, performance and other consideration given by the other parties through this agreement, to the following:

1. Purposes and Scope of the Agreement.

This agreement resolves disputes and concerns among the parties to it relating to the nature, extent, and ownership of certain water rights in which the parties claim an interest.

The water rights covered by this agreement include a groundwater right identified by the Idaho Department of Water Resources ("IDWR") and the parties to this agreement as right number 37-02640A and surface water rights identified as right numbers 37-00521B, 37-00522B, and 37-00523B.

The agreement does not cover other water rights the parties may hold an interest in, including without limitation, other rights that are used in conjunction with or on the same places of use as the water rights covered by this agreement.

The agreement also resolves disputes and concerns about the use and transfer of the rights covered, including by imposing on each party the obligation to cooperate in, and not object to, the transfers of the rights in proceedings before the IDWR pursuant to I.C. 42-222 and other law applicable to such proceedings.

2. Quit Claim and Transfer of Portions of 37-02640A.

The parties forever resolve and settle any claims, known or unknown, to and interests in water right 37-02640A by agreeing that ownership and other interests in it be apportioned and transferred as follows:

✓ A. A total of seven miners inches (0.14 cfs) of this right will be conveyed from Rinker to Blooms by quit claim deed for irrigation use on seven (7) acres of land within Lots 2 and 3 of Riverview Ranches Subdivision, which is located in Blaine County, Idaho. A transfer of this part of the right will be filed with IDWR to establish the places of use, amount, and point of diversion within those Lots.

✓ B. A total of three additional miners inches (0.06 cfs) of this right will be conveyed from Rinker to Blooms by quit claim deed for irrigation use on three acres of land comprising the entry area to Riverview Ranches Subdivision located on the eastern

part of Lots 1 and 2, Riverview Ranches Subdivision. A transfer of this part of the right will be filed with IDWR to establish the places of use, amount, and point of diversion within those Lots. The parties acknowledge that the groundwater rights currently owned by Joyce E. Gordon are not appurtenant to the entry area of Riverview Ranches Subdivision.

C. The remaining two (2) miners inches (0.04 cfs) of this right that were appurtenant to Lot 2 of Riverview Ranches Subdivision for irrigation use and owned by Rinker may be transferred from that Lot to new places of use determined by Rinker. The parties agree, without admitting, IDWR may determine that this portion of the right is supplemental to and "stacked" with some or all of the surface water rights covered by this agreement. To the extent that the two (2) miners inches are stacked with surface water rights covered by this Agreement, Riverview agrees to transfer to Rinker those portions of the surface water rights that are "stacked" in order to facilitate Rinker's transfer of such groundwater.

D. The parties acknowledge that eleven (11) miners inches (0.22 cfs) of Water Right 37-02640A was conveyed by Corporation Grant Deed from Wood River Properties, Inc. to Joyce E. Gordon, dated August 6, 1999, and that nothing in this Agreement shall affect or alter said conveyance. A transfer of this part of the right will be filed with IDWR to establish the place of use, amount, and point of diversion within Lot 1, Riverview Ranches Subdivision.

E. The parties acknowledge that eleven and one-half (11 1/2) miners inches (0.23 cfs) of Water Right 37-02640A was conveyed by Warranty Deed from Harry S. Rinker, Trustee to Ward W. Woods, Jr. and Priscilla B. Woods, dated April 20, 1990, and that nothing in this Agreement shall affect or alter said conveyance. A transfer of this part of the right will be filed with IDWR to establish the place of use, amount and point of diversion within Lot 4, Riverview Ranches Subdivision.

3. Present Quit Claim and Transfers of Portions of 37-00521B, 37-00522B, and 37-00523B.

The parties forever resolve and settle any claims, known or unknown, to and interests in water rights of 37-00521B, 37-00522B, and 37-00523B by agreeing that ownership and other interests in them be apportioned and transferred as follows:

A. The IDWR regional staff has acknowledged a total historical irrigation of 83.6 acres of land west of the highway that is irrigated by the surface and groundwater rights identified in this Agreement. According to IDWR documentation, there are 34.6 acres of land west of the highway that are irrigated with groundwater right 37-02640A and 21.0 acres of land west of the highway that are irrigated with groundwater right 37-02640B and 37-02507B, and in those areas covered by such groundwater rights, the

surface water rights identified hereinabove are "stacked". There are twenty-eight (28) acres of land irrigated by surface water alone ("unstacked" surface water).

B. All right, title and interest in the surface water rights, except as specifically provided in this agreement, shall remain in the ownership of Riverview for the benefit of the shareholders of its stock, including without limitation as described in the Articles of Incorporation, Bylaws, amendments and other documents and laws conferring rights and obligations on Riverview and its shareholders.

C. A total of two (2) acres of irrigation use water of these surface water rights from the SE¼NW¼ of Section 32 in Lot 2 of Riverview Ranches Subdivision will be conveyed from Riverview to Rinker by quit claim deed for re-conveyance by Rinker for use at the Little Makawao Subdivision property which is located near the confluence of the East Fork of the Big Wood River and the Big Wood River in Blaine County, Idaho. The quantity of water conveyed pursuant to this paragraph is 0.126 cfs, which quantity is in the proportion of the total quantity under these rights (4.92 cfs) divided by the total historically irrigated acres (83.6 acres). If, in any of the transfer proceedings contemplated by this Agreement, IDWR determines the per acre quantity of these rights is less than the per acre quantity being conveyed to Rinker pursuant to this paragraph, the quantity of conveyance for the two acres shall be reduced to no more than IDWR's per acre rate determination.

Blooms and Riverview agree, that in order to accommodate the transfer of two acres of water to Little Makawao Subdivision, IDWR may require that two acres of land that has been historically irrigated on Lots 2 or 3 of Riverview Ranches Subdivision be dried up. In that event, Bloom and Riverview agree to dry up two acres within those two Lots.

D. Riverview agrees to convey to Rinker the "unstacked" portions of the above-' numbered surface water rights covering twenty three (23) acres to a location to be prescribed by Rinker. The same shall be conveyed to Rinker by quitclaim deed with no warranties. In quantity, the amount of water to be conveyed to Rinker will be the remainder of 4.92 cfs minus the sum of the conveyance loss, plus the per-acre irrigation duty of water times 23. The per-acre duty of water and conveyance loss figures to be used will be the highest figures approved by IDWR pursuant to the transfers mentioned in the preceding paragraphs. If, in the process of transferring these rights, IDWR determines the historically-irrigated acreage to be less than 83.6, the number of "unstacked" surface water acres conveyed to Rinker shall be reduced on an acre-for-acre basis and the diversion rate reduced accordingly.

E. The parties acknowledge that the stockholder interest in water rights held by Riverview Cloverly Irrigation, Inc. was conveyed by Corporation Grant Deed from Wood River Properties, Inc. to Joyce E. Gordon, dated August 6, 1999, and that nothing in this Agreement shall affect or alter said conveyance or the quantities of water specified therein for use on Lot 1, Riverview Ranches Subdivision.

4. No Protests or Objections.

Each party agrees not to object to or contest in the contemplated transfer proceedings, in the Snake River Basin Adjudication, or elsewhere, any applications or claims made by the parties to this agreement or the individual stockholders of Riverview Cloverly Irrigation, Inc. to the water rights covered, to the extent such objection, response or other position would be inconsistent with this agreement.

5. Cooperation.

Each party agrees to cooperate to accomplish the purposes of this agreement including by timely preparing and filing all documents necessary to convey ownership and accomplish the transfers pursuant to proceedings before IDWR.

6. Document preparation and interpretation.

This agreement and related documents have been prepared through negotiations among the parties and their counsel. Each party has had the opportunity to investigate, discover the facts, seek legal advice, and otherwise understand and negotiate the terms of the agreement. The agreement shall not be interpreted for or against any party on account of who drafted the documents.

7. This Agreement survives.

This agreement and all covenants, promises, and representations herein shall survive the transfer or conveyance of any covered property. Neither the agreement nor any term within it shall be deemed waived or be merged into any such deed or other document.

8. Specific Enforcement.

This agreement may be specifically enforced by the parties to it, as damages at law are not an adequate remedy. Temporary or permanent equitable relief may be granted to accomplish its purposes or enforce its terms. This paragraph shall not be construed as a limitation on other rights and remedies any party may have. Each party specifically reserves all other rights and remedies.

9. Attorney Fees.

If any legal action arises to enforce, interpret, or avoid this Agreement or the obligations, promises, or covenants set forth herein, the prevailing party, in addition to being entitled to any judgment so entered, shall be entitled to the award of reasonable attorney fees and costs against the non-prevailing party.

10. No oral modification.

This agreement may be modified only by a writing signed by each of the parties hereto.

11. State Law.

This Agreement is made and shall be construed under laws of the State of Idaho.

12. Merger of prior or contemporaneous understandings.

This Agreement is the sole and entire Agreement being entered into by and between the parties to it. Any descriptions, representations, agreements, negotiations, or other discussions predating this Agreement are expressly waived and shall not be a part of this Agreement.

Dated this ____ day of July, 2002. _____
JACOB A. BLOOM

Dated this ____ day of July, 2002. _____
RUTH A. BLOOM

Dated this ____ day of July, 2002. RIVERVIEW CLOVERLY IRRIGATION, INC.

BY: _____
JACOB A. BLOOM, President

Dated this ____ day of July, 2002. WOOD RIVER PROPERTIES, INC.

BY: _____
HARRY S. RINKER

Dated this ____ day of July, 2002. HARRY S. RINKER TRUST

BY: _____
HARRY S. RINKER, Trustee
under Restatement of Declaration
of Trust, dated July 12, 1985, for the
benefit of Harry S. Rinker, et. al.

lrlw\special agree\WtrRgtTrnsAgmt3-13-02

11. State Law.

This Agreement is made and shall be construed under laws of the State of Idaho.

12. Merger of prior or contemporaneous understandings.

This Agreement is the sole and entire Agreement being entered into by and between the parties to it. Any descriptions, representations, agreements, negotiations, or other discussions predating this Agreement are expressly waived and shall not be a part of this Agreement.

Dated this ____ day of July, 2002. JACOB A. BLOOM

Dated this ____ day of July, 2002. RUTH B. BLOOM

Dated this ____ day of July, 2002. RIVERVIEW CLOVERLY IRRIGATION, INC.

BY: JACOB A. BLOOM, President

Dated this ____ day of July, 2002. WOOD RIVER PROPERTIES, INC.

BY: HARRY S. RINKER

Dated this ____ day of July, 2002. HARRY S. RINKER TRUST

BY: HARRY S. RINKER, Trustee under Restatement of Declaration of Trust, dated July 12, 1995, for the benefit of Harry S. Rinker, et. al.

[illegible]

WATER RIGHTS AND TRANSFER AGREEMENT - 9

** TOTAL PAGE.07 **

** TOTAL PAGE.02 **