

WATER SUPPLY BANK LEASE CONTRACT

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APR 04 2016

DEPARTMENT OF
WATER RESOURCES

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

**LESSOR: CHERYL GOITIANDIA
JOE GOITIANDIA
PO BOX 2275
KETCHUM, ID 83340
(208)725-2090**

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. On February 16, 2016, the Lessor filed an application to lease the water rights described below into the Water Supply Bank.
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 the 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	Priority Date	Source	Tributary	Leased Rate	Annual Leased Volume	Total Leased Acres
37-458A	6/1/1883	CLEAR CREEK	SINKS	0.07 cfs	11.4 af	3.25 ac
37-11550	8/1/1979	GROUND WATER	NA	0.07 cfs	9.8 af	3.25 ac
Total annual combined limits of these water rights				0.07 cfs	11.4 af	3.25 ac

Lease Totals

IN FILE # 37458A

0.07 cfs

11.4 af

3.25 ac

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, 2016 to December 31, 2016. 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.

WATER SUPPLY BANK LEASE CONTRACT

5. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

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

**CHERYL GOITIANDIA
JOE GOITIANDIA
PO BOX 2275
KETCHUM, ID 83340**

By Joe Goitandia Date 3/30/16
Printed Name Joe Goitandia Title owner

**IDAHO WATER RESOURCE BOARD
322 EAST FRONT ST
PO BOX 83720
BOISE ID 83720-0098**

By Brian Patton Date 4/6/2016
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR Clay Watson Date 4-6-2016

ATTACHMENT A WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

WATER RIGHT NOS. 37-458A and 37-11550

The water right or portion thereof leased to the bank is described as follows:

Lessor: CHERYL GOITIANDIA
PO BOX 2275
KETCHUM, ID 83340
(208)725-2090

Location of Point(s) of Diversion for Water Right 37-458A

CLEAR CREEK SWSWNE Sec. 31, Twp 04N, Rge 18E, BLAINE County

Location of Point(s) of Diversion for Water Right 37-11550

GROUND WATER SESWNE Sec. 31, Twp 04N, Rge 18E, BLAINE County
GROUND WATER SWSWNE Sec. 31, Twp 04N, Rge 18E, BLAINE County
GROUND WATER SWSWNE Sec. 31, Twp 04N, Rge 18E, BLAINE County
GROUND WATER SWSWNE Sec. 31, Twp 04N, Rge 18E, BLAINE County
GROUND WATER SESWNE Sec. 31, Twp 04N, Rge 18E, BLAINE County

<u>Water Right</u>	<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
37-458A	IRRIGATION	04/15	to 10/31	0.07 cfs	11.4 af
37-11550	IRRIGATION	04/01	to 11/01	0.07 cfs	9.8 af
Total:				0.07 cfs	11.4 af

Place of Use to be Idled Under This Lease: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	18E	31			3.25														3.25

Total Acres: 3.25

Conditions Applicable to All Leased Water Rights

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, nor does it improve the status of the right or accomplish the 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 after the following rental season.
11. The water rights leased to the bank are 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 this right is 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 State Water District No. 37.
13. When combined with all other rights, the leased rights shall provide not more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
14. Unleased portions of rights 37-458A and 37-11550 are limited to irrigation of a combined total of 0.75 acres in a single irrigation season, a total combined diversion rate of 0.01 cfs, and a total combined annual diversion volume of 2.6 af.

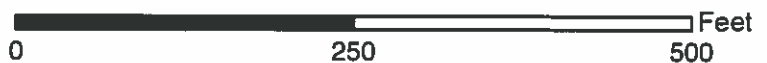
Idaho Water Resource Board Water Supply Bank Lease

37-458A and 37-11550
Effective until December 31, 2016

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



STATE OF IDAHO
WATER RESOURCE BOARD

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FEB 16 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

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

Designated Applicant Joe and Cheryl Goitiandia Water Right No. 37-458A
(Select one owner – see item 1A on the application) (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 <i>Attached (Yes)</i> or <i>Not Applicable (N/A)</i>		
Yes		
	<input checked="" type="checkbox"/>	Completed <i>Application to Sell or Lease a Water Right to the Water Supply Bank</i> .
	<input checked="" type="checkbox"/>	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.
	<input checked="" type="checkbox"/>	Confirmation this form has been printed single sided , per requirement of the Water Supply Bank.
Attachment	N/A	Yes
1A	<input type="checkbox"/>	<input checked="" type="checkbox"/> Signatures and contact information for <i>all owners</i> of the water right to be leased or sold on this application.
1B	<input type="checkbox"/>	<input checked="" type="checkbox"/> An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	<input checked="" type="checkbox"/>	<input type="checkbox"/> <i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov).
1D	<input type="checkbox"/>	<input checked="" type="checkbox"/> 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	<input type="checkbox"/>	<input checked="" type="checkbox"/> Description of a water right portion offered to the Water Supply Bank.
3	<input type="checkbox"/>	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/>	<input type="checkbox"/> Written consent from irrigation district or water delivery company.
4G	<input checked="" type="checkbox"/>	<input type="checkbox"/> Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code .

Department Use Only			
Fee Amount \$ <u>500 -</u>	Received By: <u>DM/TF</u>	Date Received: <u>2-16-2016</u>	Receipt # <u>S035277</u>
W-9 received? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	(Route W-9 to Fiscal)	Name on W-9: <u>Joe Goitiandia</u>	

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

RECEIVED

FEB 16 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

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 Joe and Cheryl Goitiandia

Mailing Address P.O. Box 2275 Ketchum, ID 83340

Street

City

State

Zip Code

Email Address _____

Phone Number 208-726-9600

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 Zach Latham

Organization Brockway Engineering PLLC

Professional Title Hydrologist

Email Address zach.latham@brockwayeng.com

Mailing Address 2016 Washington St. N Suite #4 Twin Falls, ID 83301

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.

Clear Creek is diverted and used for irrigation purposes on applicant's 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. 37-458A and 37-11550 are limited to 4.0 acres each, and combined for 4.0 acres. 3.25 acres of each water right is being offered to the WSB, see accompanying lease application.

- 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. Existing POU will continue to be irrigated with remaining portion (0.75 acres) under 37-458A and 37-11550.

- 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. Property has been irrigated with 37-458A since partial decree in 2010, applicant is within 5 years post-partial decree and seeks to lease un-used portion of 37-458A and 37-11550 to WSB.

- 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. N/A.

- 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

1.4 acres and 5.0 acre-feet of proposed lease of 37-458A and 11550 will be rented back in 2016 by Algis

Pabarcius for mitigation for 2016 temporary permit, similar to approved 2015 temporary permit no. TP-37-69.

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: 2016 to 2016 (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.

Joe Gaitipudi
Signature of Designated Applicant

Joe Gaitipudi
Printed Name

2/4/16
Date

Signature of Authorized Representative

Printed Name

Date

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

**STATE OF IDAHO
WATER RESOURCE BOARD**

ATTACHMENT 1A

Additional Water Right Holders Party to the Lease Application

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant. If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s). 37-458A, 37-11550

	Designated Applicant	Applicant #2	Applicant #3
Name	Joe Goitiandia	Cheryl Goitiandia	
Mailing Address	P.O. Box 2275 Ketchum, ID 83340	P.O. Box 2275 Ketchum, ID 83340	
Phone Number	208-726-9600	208-726-9600	
Email Address	mike@ccdisposal.com	mike@ccdisposal.com	
Applicant Declaration	As Designated Applicant, I submit this lease application on behalf of all other water right holders.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature		<i>Cheryl Goitiandia</i> <i>POA</i>	

	Applicant #4	Applicant #5	Applicant #6
Name			
Mailing Address			
Phone Number			
Email Address			
Applicant Declaration	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature			

**STATE OF IDAHO
WATER RESOURCE BOARD**

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

ATTACHMENT 2

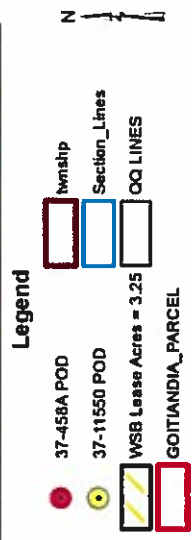
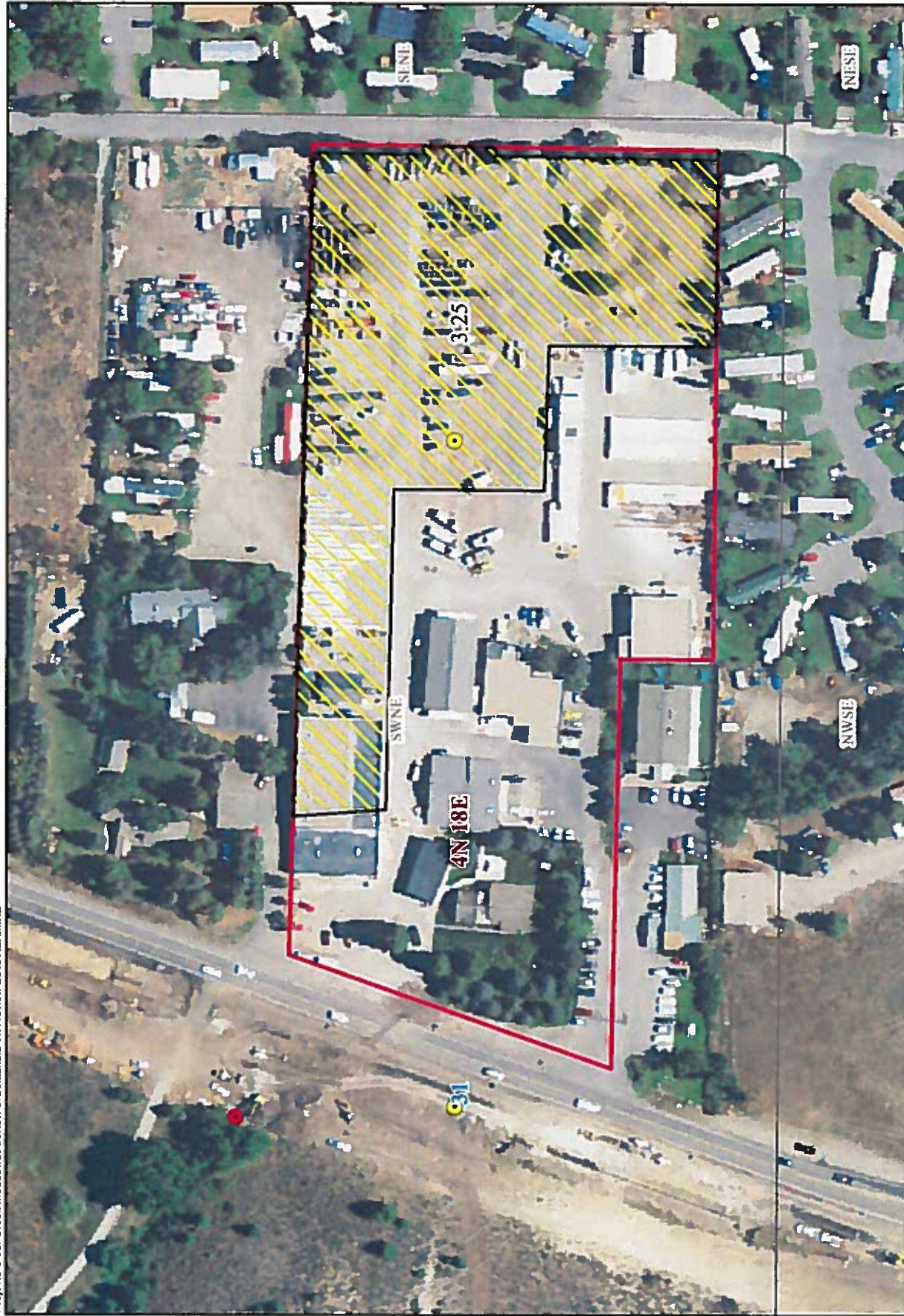
DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

<u>Water Right Number</u>	<u>Nature of Use</u>	<u>Leased Rate</u> (cfs)	<u>Leased Volume</u> (af)	<u>Leased Acres</u> (ac)
37-458A	Irrigation	0.07		3.25
	Total Amounts:			

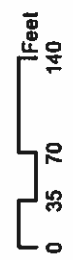
2. Source of water Clear Creek tributary to Sinks

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
4N	18E	31		SW	SW	NE	BLAINE



**GOITIANDIA, JOE AND CHERYL
WSB LEASE 37-458A & 37-11550
NAIP 2013 AERIAL**



GENERAL SPRINGING POWER OF ATTORNEY

I, JOE GOITLANDIA designate and appoint CHERYL B. GOITLANDIA, as my attorney in fact and agent (subsequently called "agent") to act in my name and for my benefit. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

1. **General Grant of Power.** My agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, or any interests therein, now owned or hereafter acquired by me (all collectively referred to herein as "property") including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this general power of attorney.

2. **Specific Powers.** Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers:

a. **Power to Acquire and Sell.** To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease, and accept and take possession of real and personal property and interests therein, both tangible and intangible, upon such terms, conditions and covenants as my agent shall deem proper and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

b. **Borrowing and Banking Powers.** To borrow moneys on my behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds or other evidence of indebtedness and such mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper; to make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other financial institutions, and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

c. **Powers of Collection and Payment.** To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial paper,

ii. To transfer from time to time any or all of my property to an existing trust which I may have created.

iii. To make gifts, grants or other transfers without consideration either outright or in trust to or for the benefit of my spouse or my descendants or a charitable organization, or more than one or all of them, including forgiveness of indebtedness and the completion of any charitable pledges I may have made; and for purposes herein to authorize the Trustee or Trustees of any trust agreement created by me to make such gifts or by which I may be a beneficiary, if in accordance with the terms of such trust agreement; to pay any gift tax that may arise by reason of such gifts.

iv. Exercise in whole or in part, release, or let lapse any power I may have under any trust whether or not created by me, including any power of appointment, revocation, or withdrawal, but a trust created by me may only be modified or revoked by the agent as provided in the trust instrument.

v. Loan any of the property of mine to my spouse or descendants of mine, or their personal representatives or a trustee for their benefit, the loan bearing such interest, and to be secured or unsecured, as the agent determines advisable.

vi. In general, and in addition to all the specific acts enumerated, do any other act which I can do through an agent for the welfare of my spouse, children, or dependents of mine or for the preservation and maintenance of other personal relationships of mine to parents, relatives, friends and organizations.

3. **Revocability.** This power of attorney is revocable, provided, that any such revocation must be in writing.

4. **Interpretation.** This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

5. **Effect Upon Disability of Principal.** This general springing power of attorney shall become effective upon my subsequent disability or incapacity. Third parties may rely upon the affidavits of one or more physicians as to the fact of my disability without being required to inquire behind those affidavits concerning the actual facts.

6. **Third-Party Reliance and Certified Copy.**

a. **Reliance.** Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

b. **Certified Copy.** Any person may rely fully and completely on the original of this power of attorney or on a certified copy of this power of attorney. My agent may create

a certified copy of this power of attorney by executing a form of the affidavit in Exhibit A of this instrument, and attaching it to a copy of this power of attorney. Such certified copy shall conclusively constitute proof on which any person may rely that this power of attorney is, on the date such affidavit is executed, in full force and effect in all respects, that my agent has no reason to believe that this power of attorney has been revoked, that my agent has in any way been deprived of the authority granted to my agent in my behalf, or that I am no longer alive.

7. **Governing Law.** This general power of attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

8. **Nomination of Conservator and Guardian.** I hereby nominate CHERYL B. GOITIANDIA to be appointed as my conservator, guardian of my estate and guardian of my person in the event any such proceedings are commenced, and in the event that CHERYL B. GOITIANDIA should decline to be appointed or fail to continue to act as my conservator, guardian of my estate or my person, then I hereby nominate MIGUEL GOITIANDIA.

9. **Substitute Attorney.** If CHERYL B. GOITIANDIA ceases to act as my agent due to death, incapacity or resignation, I appoint MIGUEL GOITIANDIA as my attorney-in-fact and agent.

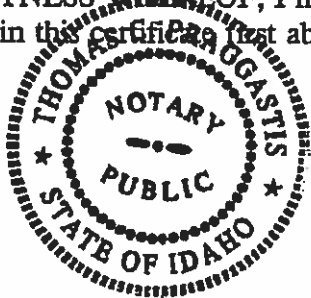
IN WITNESS WHEREOF, I have executed this General Springing Power of Attorney this 22 day of DECEMBER, 1998.

Joe Goitandia
JOE GOITIANDIA

STATE OF IDAHO)
 ss.
County of Blaine)

On this 22 day of DECEMBER, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JOE GOITIANDIA known to me to be the person whose name is subscribed to the foregoing General Springing Power of Attorney, and acknowledged to me that he executed the same.

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



Thomas Augustis
NOTARY PUBLIC in and for
the State of Idaho
residing at SUN VALLEY
Commission expires 10-6-2003

EXHIBIT A

FORM OF AFFIDAVIT

On this _____ day of _____, 19____, _____ (name of agent) ("agent"), affirmed that agent is the Attorney-in-Fact under a durable power of attorney executed by _____ (name of principal) ("principal"), that such power of attorney is on the date of this affidavit in full force and effect in all respects, that agent has no reason to believe that this power of attorney has been revoked, that agent has in any way been deprived of the authority granted in the said power of attorney to act in principal's behalf, or that agent has no reason to believe that principal is no longer alive.

Agent
Attorney-in-Fact

STATE OF _____)

ss.

County of _____)

On this ____ day of _____, 1997, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ 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.

Notary Public in and for
the State of _____
residing at _____
Commission expires _____

GENERAL SPRINGING POWER OF ATTORNEY

I, CHERYL B. GOITIANDIA designate and appoint JOE GOITIANDIA, as my attorney in fact and agent (subsequently called "agent") to act in my name and for my benefit. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

1. **General Grant of Power.** My agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, or any interests therein, now owned or hereafter acquired by me (all collectively referred to herein as "property") including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this general power of attorney.

2. **Specific Powers.** Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers:

a. **Power to Acquire and Sell.** To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease, and accept and take possession of real and personal property and interests therein, both tangible and intangible, upon such terms, conditions and covenants as my agent shall deem proper and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

b. **Borrowing and Banking Powers.** To borrow moneys on my behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds or other evidence of indebtedness and such mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper; to make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other financial institutions, and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

c. **Powers of Collection and Payment.** To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial paper,

checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, intangible and tangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust and security instruments, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same; to pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me to any person or persons whomsoever.

d. **Management Powers.** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any property that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper.

e. **Motor Vehicles.** To apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

f. **Business Interests.** To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

g. **Tax Powers.** To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; and to prepare, sign and file any claims for refund of any tax.

h. **Safe Deposit Boxes.** To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

i. **Family, Estate and Asset Planning Powers.**

i. To establish a trust for the benefit of me, my spouse and my descendants, or any one or more of us, upon such terms as my agent determines are necessary or proper and transfer any of my property to the trust.

ii. To transfer from time to time any or all of my property to an existing trust which I may have created.

iii. To make gifts, grants or other transfers without consideration either outright or in trust to or for the benefit of my spouse or my descendants or a charitable organization, or more than one or all of them, including forgiveness of indebtedness and the completion of any charitable pledges I may have made; and for purposes herein to authorize the Trustee or Trustees of any trust agreement created by me to make such gifts or by which I may be a beneficiary, if in accordance with the terms of such trust agreement; to pay any gift tax that may arise by reason of such gifts.

iv. Exercise in whole or in part, release, or let lapse any power I may have under any trust whether or not created by me, including any power of appointment, revocation, or withdrawal, but a trust created by me may only be modified or revoked by the agent as provided in the trust instrument.

v. Loan any of the property of mine to my spouse or descendants of mine, or their personal representatives or a trustee for their benefit, the loan bearing such interest, and to be secured or unsecured, as the agent determines advisable.

vi. In general, and in addition to all the specific acts enumerated, do any other act which I can do through an agent for the welfare of my spouse, children, or dependents of mine or for the preservation and maintenance of other personal relationships of mine to parents, relatives, friends and organizations.

3. **Revocability.** This power of attorney is revocable, provided, that any such revocation must be in writing.

4. **Interpretation.** This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

5. **Effect Upon Disability of Principal.** This general springing power of attorney shall become effective upon my subsequent disability or incapacity. Third parties may rely upon the affidavits of one or more physicians as to the fact of my disability without being required to inquire behind those affidavits concerning the actual facts.

6. **Third-Party Reliance and Certified Copy.**

a. **Reliance.** Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

b. **Certified Copy.** Any person may rely fully and completely on the original of this power of attorney or on a certified copy of this power of attorney. My agent may create

a certified copy of this power of attorney by executing a form of the affidavit in Exhibit A of this instrument, and attaching it to a copy of this power of attorney. Such certified copy shall conclusively constitute proof on which any person may rely that this power of attorney is, on the date such affidavit is executed, in full force and effect in all respects, that my agent has no reason to believe that this power of attorney has been revoked, that my agent has in any way been deprived of the authority granted to my agent in my behalf, or that I am no longer alive.

7. Governing Law. This general power of attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

8. Nomination of Conservator and Guardian. I hereby nominate JOE GOITIANDIA to be appointed as my conservator, guardian of my estate and guardian of my person in the event any such proceedings are commenced, and in the event that JOE GOITIANDIA should decline to be appointed or fail to continue to act as my conservator, guardian of my estate or my person, then I hereby nominate MIGUEL GOITIANDIA.

9. Substitute Attorney. If JOE GOITIANDIA ceases to act as my agent due to death, incapacity or resignation, I appoint MIGUEL GOITIANDIA as my attorney-in-fact and agent.

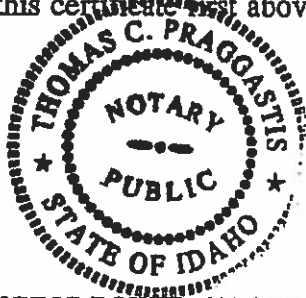
IN WITNESS WHEREOF, I have executed this General Springing Power of Attorney this 22 day of DECEMBER, 1998.


CHERYL B. GOITIANDIA

STATE OF IDAHO)
 ss.
County of Blaine)

On this 22 day of DECEMBER, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared CHERYL B. GOITIANDIA known to me to be the person whose name is subscribed to the foregoing General Springing Power of Attorney, and acknowledged to me that he 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.



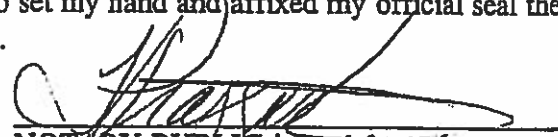

NOTARY PUBLIC in and for
the State of Idaho
residing at SUN VALLEY
Commission expires 10-6-2003

EXHIBIT A

FORM OF AFFIDAVIT

On this _____ day of _____, 19____, _____ (name of agent) ("agent"), affirmed that agent is the Attorney-in-Fact under a durable power of attorney executed by _____ (name of principal) ("principal"), that such power of attorney is on the date of this affidavit in full force and effect in all respects, that agent has no reason to believe that this power of attorney has been revoked, that agent has in any way been deprived of the authority granted in the said power of attorney to act in principal's behalf, or that agent has no reason to believe that principal is no longer alive.

Agent
Attorney-in-Fact

STATE OF _____)

ss.

County of _____)

On this ____ day of _____, 1997, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ 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.

Notary Public in and for
the State of _____
residing at _____
Commission expires _____



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" OTTIER
Governor

GARY SPACKMAN
Director

April 8, 2016

CHERYL GOITIANDIA
JOE GOITIANDIA
PO BOX 2275
KETCHUM ID 83340

RE: WATER SUPPLY BANK LEASE CONTRACT FOR WATER RIGHTS 37-458A and 37-11550

Dear Lessor:

Water rights 37-458A and 37-11550 were leased into the Water Supply Bank (Bank) as of February 16, 2016 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, 2016**, 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 me at 287-4881.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sandra Thiel', written in a cursive style.

Handwritten initials 'ST' in black ink, positioned to the left of the typed name.
Sandra Thiel
Sr. Water Resource Agent

Enclosure: Executed Lease Contract

c: Zach Latham – Brockway Engineering
Allen Merritt - IDWR Southern Region
Kevin Lakey – Water District 37



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.J. "BUTCH" OTTER
 Governor

GARY SPACKMAN
 Director

March 25, 2016

CHERYL GOITIANDIA
 JOE GOITIANDIA
 PO BOX 2275
 KETCHUM ID 83340

RE: APPLICATION TO LEASE WATER RIGHTS 37-458A and 37-11550 TO THE WATER SUPPLY BANK

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

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water rights 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 rights will automatically be released from the Bank on **December 31, 2016**, unless the rights are released earlier by the Board, or upon your request. To release the 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. 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 me at 287-4881.

Sincerely,

for Sandra Thiel
 Sr. Water Resource Agent

Enclosures: Proposed Lease Contracts
 Receipt # S035277

c: Zach Latham – Brockway Engineering

MEMORANDUM

To: Water Rights 37-458A and 37-11550
From: Sandra Thiel
Date: March 14, 2016
Re: Review of Applications to Lease and Rent Water

PURPOSE/NARRATIVE: On February 16, 2016, Zach Latham of Brockway Engineers submitted a lease rental package to the Department on behalf of lessors Joe and Cheryl Goitiandia and renter Algis Pabarcus. Rights 37-458A and 37-11550 are limited to a combined 4.0 acres and the application proposes to lease 3.25 acres of each right to the Bank. The remaining 0.75 acres will continue to be irrigated by the unleased portions of these rights. Right 37-11549 for domestic use also shares the place of use. The source for right 37-458A is Clear Creek. The source for 37-11550 is ground water.

Mr. Pabarcus intends to rent these rights to irrigate 1.7 acres, approximately 2 miles south and downstream, from the lease points of diversion. The property at the rental place of use is subject to a protested application for permit for irrigation. In 2015, Mr. Pabarcus applied for temporary permit TP-37-69 that allowed him to irrigate the trees planted on the east and south of the property. As part of the current transaction, he also applied for a temporary permit for the 2016 season. This application is for one year only and requests 5.0 acre feet, and 0.03 cfs to mitigate for the temporary permit. It appears that the rental alone is sufficient to irrigate the trees.

The lease and rental share the surface water point of diversion. Water flows from Clear Creek into Comstock ditch and approximately 2 miles south, into a pond on the Pabarcus property. The renter will divert from the pond through a buried pressurized irrigation system. This rental includes both the ground water and surface water; however, only the surface water will be diverted. There is no well.

AUTHORITY TO FILE: The Blaine County tax lot data shows Joe and Cheryl B Goitiandia as the property owners for the lease place of use. According to the tax lot data, Pabarcus owns the place of use for the rental.

WATER RIGHT VALIDITY: Both rights were decreed in September of 2010. Forfeiture is not an issue.

INJURY TO OTHER WATER RIGHTS: No injury is apparent. Clear Creek supplies water for Comstock Ditch. There appears to be two water rights along the ditch, whose source is Clear Creek, between the point of diversion and the place of use.

ENLARGEMENT OF USE: The two rights offered for lease are stacked onto the same 4 acre place of use. The lease will include both the Clear Creek right and the ground water right. The rental will be limited to Clear Creek water. Right 37-458A is for irrigation only and provides 0.02 cfs per acre. There is no volume on the right; however, the headgate requirement is 3.5 af/a.

The rental encompasses 1.7 acres at 5 af and 0.03 cfs, for 2.9 acre feet per acre and 0.018 cfs per acre. No enlargement is anticipated.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest. Both the lease and rental are within the Ketchum zone.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The leases appear consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The lease right(s) are subject to Water District #37



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

FEB 16 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

February 9th 2016

Mr. Allen Merritt
Idaho Department of Water Resources
650 Addison Ave W, Ste 500.
Twin Falls, ID 83301-3380

RE: Goitiandia WSB Lease Applications, Pabarcus WSB Rental and
Temporary Permit Applications.

Dear Allen,

Enclosed are two Water Supply Bank (WSB) lease applications in the names of Joe and Cheryl Goitiandia. The Goitiandias are proposing to lease 3.25 acres of decreed water right 37-458A and 37-11550 respectively, to the WSB for the 2016 season. Both water rights share the same place of use and can irrigate the same 4.0 acres in T.4N R.18E SEC. 31 SW ¼ NE ¼.

Mr. Algis Pabarcus seeks to rent 1.7 acres and 5.0 acre feet of both Goitiandia water rights 37-458A and 37-11550 in order to mitigate for the irrigation contemplated within the enclosed temporary permit application. Temporary permit application TP-37-69 was approved in 2015 on behalf of Mr. Pabarcus and authorized the irrigation of 3.25 acres using 5.0 acre-feet on the Pabarcus property in Blaine County. Per a conversation with you, Chuck Jr., and me, it was decided that approval of a temporary permit for the irrigation of the same acreage during 2016 could be approved if the mitigation for the temporary permit (5.0 acre-feet) was rented through the WSB. Based on this conversation, we have applied to rent 5.0 acre-feet and the associated acreage (1.7 acres) of both Goitiandia water rights to be used as mitigation for a temporary permit for Mr. Pabarcus.

Please copy our office on all correspondence regarding the enclosed water supply bank lease and rental applications and the temporary permit application. Also included is a check for \$550.00, \$500.00 to cover the cost of the two water supply bank lease applications and \$50.00 to cover the cost of the temporary permit application. Don't hesitate to give me a call should you have any further questions or comments. Thanks for your time and assistance on this matter.

Regards,

Zach Latham, M.S., Hydrologist.

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

Enclosures:

- (2) Goitiandia Water Supply Bank Lease Applications; 37-458A, 37-11550 & Map.
- (1) Goitiandia Limited Power of Attorney.
- (1) Pabarcus Water Right Rental Application; 37-458A, 37-11550 & Map.
- (1) Pabarcus Temporary Permit Application.
- (1) Pabarcus Limited Power of Attorney.
- (1) Water Supply Bank Lease/Rental Agreement.
- (1) Brockway Engineering Check # 13173

Cc: Mike Goitiandia
Algis Pabarcus c/o: Rob Williams