

WATER SUPPLY BANK LEASE CONTRACT

This Lease Contract ("**Lease**") is effective January 27, 2014, between the Idaho Water Resource Board ("**Board**"), and

Lessor: BROWN FARMS LLC
764 TROUTNER WAY
BOISE ID 83712
(208) 386-9119

RECEIVED
NOV 05 2014
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.
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

<u>Water Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
61-02154	1.92 CFS	378.4 AF	NA	94.6 AC
61-10378	0.25 CFS	Not Stated	NA	16.3 AC
Combined Limit	1.92 CFS	378.4 AF	NA	NA
61-07005	1.81 CFS	445.2 AF	NA	111.3 AC
61-07119	1.85 CFS	364.4 AF	47.6 AC	91.1 AC
61-07396	0.76 CFS	222.8 AF	NA	55.7 AC
Combined Lease Totals:	4.49 CFS	1302.3 AF	325.5 AC	369.0 AC

The water rights described herein shall be available for rental from the Bank as follows:
Authorized Period of Use under Lease: 03/15 to 11/15

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:** This Lease shall take effect when both parties have signed it and shall continue in effect until December 31, 2014.

SUPPORT DATA

IN FILE # 61-02154

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. **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.

BROWN FARMS LLC
764 TROUTNER WAY
BOISE ID 83712

By 
Printed Name Clifford L. Brown

Date 10/31/14
Title Member

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098

By 
Brian Patton, Acting Administrator
Idaho Water Resource Board

Date November 5, 2014

Lease approved by IDWR 

Date 11/5/2014

ATTACHMENT A
WATER RIGHT NO. 61-02154
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BROWN FARMS LLC
764 TROUTNER WAY
BOISE ID 83712
(208) 386-9119

Priority Date: 1/14/1963

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	1.92 CFS	378.4 AF
	Total:		1.92 CFS	378.4 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	L1(SENWNW)	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNWNW	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	NWSENE	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNESW	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SESESE	Sec. 18, Twp 04S, Rge 06E, ELMORE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	06E	17											15.0	15.0					30.0
04S	06E	18							43.0	40.0					9.0	9.0	9.0	9.0	119.0
									L2										
04S	06E	19						44.0							40.0			10.0	94.0
								L1	L2			L3	L4						
04S	06E	20	40.0	40.0	5.0	5.0	9.0	9.0	9.0	9.0									126.0

Total Acres: 369.0

Limited to acres within place of use described above: 325.5 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
61-02154, 61-07005, 61-07119, 61-07396, and 61-10378	4.49 CFS	1302.3 AF	325.5 AC	369 AC

<u>Combined Rights</u>	<u>Lease Rate</u>
61-2154, 61-7119, 61-7396 and 61-10378	4.03 CFS

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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. The leased portion of this right is limited to the irrigation of 94.6 acres within the place of use described above in a single irrigation season.

ATTACHMENT A
WATER RIGHT NO. 61-07005
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BROWN FARMS LLC
764 TROUTNER WAY
BOISE ID 83712
(208) 386-9119

Priority Date: 8/23/1967

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 10/15	1.81 CFS	445.2 AF
	Total:		1.81 CFS	445.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	L1(SENWNW)	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNWNW	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	NWSENE	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNESW	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SESESE	Sec. 18, Twp 04S, Rge 06E, ELMORE County

PLACE 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	
04S	06E	17											15.0	15.0					30.0
04S	06E	18							43.0	40.0					9.0	9.0	9.0	9.0	119.0
									L2										
04S	06E	19						44.0							40.0			10.0	94.0
								L1	L2			L3	L4						
04S	06E	20	40.0	40.0	5.0	5.0	9.0	9.0	9.0	9.0									126.0

Total Acres: 369.0

Limited to acres within place of use described above: 325.5 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
61-02154, 61-07005, 61-07119, 61-07396, and 61-10378	4.49 CFS	1302.3 AF	325.5 AC	369.0 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

- The water rights referenced above will be rented from the bank at the current rental rate.
- 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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. The leased portion of this right is limited to the irrigation of 111.3 acres within the place of use described above in a single irrigation season.
13. The period of use for the irrigation described in this approval may be extended to an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water 10/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 2/27/2003.

ATTACHMENT A
WATER RIGHT NO. 61-07119
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BROWN FARMS LLC
764 TROUTNER WAY
BOISE ID 83712
(208) 386-9119

Priority Date: 7/10/1972

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	11/15	1.85 CFS	364.4 AF
	Total:		1.85 CFS	364.4 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	L1(SENWNW)	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNWNW	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	NWSENE	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNESW	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SESESE	Sec. 18, Twp 04S, Rge 06E, ELMORE County

PLACE 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	
04S	06E	17											15.0	15.0					30.0
04S	06E	18							43.0	40.0					9.0	9.0	9.0	9.0	119.0
									L2										
04S	06E	19						44.0							40.0			10.0	94.0
								L1	L2			L3	L4						
04S	06E	20	40.0	40.0	5.0	5.0	9.0	9.0	9.0	9.0									126.0

Total Acres: 369.0

Limited to acres within place of use described above: 325.5 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
61-02154, 61-07005, 61-07119, 61-07396, and 61-10378	4.49 CFS	1302.3 AF	325.5 AC	369.0 AC

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
61-2154, 61-7119, 61-7396 and 61-10378	4.03 CFS			

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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. Leased portion of this right is limited to the irrigation of 91.1 acres within the place of use described above in a single irrigation season.

ATTACHMENT A
WATER RIGHT NO. 61-07396
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BROWN FARMS LLC
764 TROUTNER WAY
BOISE ID 83712
(208) 386-9119

Priority Date: 1/4/1980

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.76 CFS	222.8 AF
	Total:		0.76 CFS	222.8 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	L1(SENWNW)	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNWNW	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	NWSENE	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNESW	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SESESE	Sec. 18, Twp 04S, Rge 06E, ELMORE County

PLACE 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	
04S	06E	17											15.0	15.0					30.0
04S	06E	18							43.0	40.0					9.0	9.0	9.0	9.0	119.0
									L2										
04S	06E	19						44.0							40.0			10.0	94.0
								L1	L2			L3	L4						
04S	06E	20	40.0	40.0	5.0	5.0	9.0	9.0	9.0	9.0									126.0

Total Acres: 369.0

Limited to acres within place of use described above: 325.5 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
61-02154, 61-07005, 61-07119, 61-07396, and 61-10378	4.49 CFS	1302.3 AF	325.5 AC	369.0 AC

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
61-2154, 61-7119, 61-7396 and 61-10378	4.03 CFS			

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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. Leased portions of this right is limited to the irrigation of 55.7 acres within the place of use described above in a single irrigation season.

ATTACHMENT A
WATER RIGHT NO. 61-10378
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BROWN FARMS LLC
764 TROUTNER WAY
BOISE ID 83712
(208) 386-9119

Priority Date: 4/30/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	11/15	0.25 CFS	NA
	Total:		0.25 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	L1(SENWNW)	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNWNW	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	NWSENE	Sec. 20, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SWNESW	Sec. 19, Twp 04S, Rge 06E, ELMORE County
GROUND WATER	SESESE	Sec. 18, Twp 04S, Rge 06E, ELMORE County

PLACE 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	
04S	06E	17											15.0	15.0					30.0
04S	06E	18							43.0	40.0					9.0	9.0	9.0	9.0	119.0
									L2										
04S	06E	19						44.0							40.0			10.0	94.0
								L1	L2			L3	L4						
04S	06E	20	40.0	40.0	5.0	5.0	9.0	9.0	9.0	9.0									126.0

Total Acres: 369.0

Limited to acres within place of use described above: 325.5 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
61-02154, 61-07005, 61-07119, 61-07396, and 61-10378	4.49 CFS	1302.3 AF	325.5 AC	369.0 AC

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
61-2154, 61-7119, 61-7396	4.03 CFS			

and 61-10378

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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. Right 61-10378 is an enlargement of Right 61-2154 pursuant to Section 42-1426, Idaho Code.
13. This right is for an enlargement of the place of use described above.

RECEIVED

JAN 27 2014

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
WATER RESOURCE BOARD
 Receipt No. C098235
 Fee Amount \$ 500.00
 Date/by 1/27/14
 (For Department Use Only)

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

 Name of Seller/Lessor Brown Farms, L.L.C. Phone 208-386-9119
 Mailing address 764 N Troutner Way, Boise, Idaho 83712 Email cliffbrown@cableone.net

A. DESCRIPTION OF WATER RIGHT, OR PORTION THEREOF, OFFERED TO THE BANK

 If the entire right is for sale or lease, check here ☐, list the water right number, and skip to Part B.

1. <u>Water Right Number</u>	<u>Amount (cfs/ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>61-10378</u>	<u>0.24/ -</u>	<u>Irrigation</u>	<u>3/15</u> to <u>11/15</u>
			to
			to
Total Amount: <u>0.24/ -</u>			

 2. Source of water Ground water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
04S	06E	18		SE	SE	SE	Elmore
04S	06E	19		SE	NW	NW	Elmore
04S	06E	19		SW	NE	SW	Elmore
04S	06E	20		NW	SE	NE	Elmore

4. Lands irrigated or place of use: *See Part D for additional information regarding place of use.

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	06E	17											15	15					30
04S	06E	18							43	40					9	9	9	9	119
04S	06E	19						44							40			10	94
04S	06E	20	40	40	5	5	9	9	9	9									126

 If the right is for irrigation, show total number of acres offered to the bank. Total Acres 369

B. OWNERSHIP

- Are you currently listed in IDWR's records as the owner of the water right being offered to the bank? Yes ☐ No ☒
 If no, provide documentation of your authority to sign on behalf of the right holder OR attach a Notice of Change in Water Right Ownership form along with the required documentation and fee.
- 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 to the proposed sale or lease and list name of entity:

C. GENERAL INFORMATION

1. Please provide a description of the current diversion system.

Five ground water wells, interconnected piping system, wheel lines and 5 pivots.

2. Describe any other water rights used for the same purpose or at the same place of use as described above.

Combined with 61-2154, 61-2155, 61-7005, 61-7119, and 61-7396

3. Will the present place of use continue to receive water from any source?

Yes ☐ No ☒

If yes, describe.

4. Has any portion of this water right undergone a period of five or more consecutive years of non-use?

Yes ☐ No ☒

If yes, describe and attach watermaster records or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code.

5. Is this water right involved in any other Department process such as an application for transfer or a mitigation plan? Yes
- ☒
- No
- ☐

If yes, describe. Pending Transfer Application 78356. See attached consent to placing right into the Bank for 2014.

D. REQUIRED ITEMS

This form must be signed and submitted with the following REQUIRED items:

1. Plat map, survey map or aerial photograph clearly showing the specific acres proposed to be idled by this lease application.
2. Filing fee of \$250.00. If you are submitting more than one lease application and the rights have a common place of use or common diversion rate or common diversion volume, the combined maximum fee is \$500.00.
3. A completed [Internal Revenue Service \(IRS\) Form W-9](#). If your water right is rented, we will be unable to issue payment to you without a current W-9 form.

E. SALE/LEASE AGREEMENT

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

If lease, for a period from 01/01/2014 to 12/31/2014 (not to exceed 5 years).
(Month / Day / Year) (Month / Day / Year)

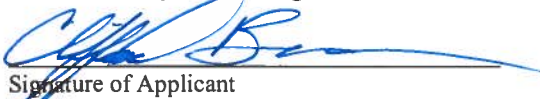
2. Show the minimum payment acceptable to the Seller/Lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

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 right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner/lessor of the right may not use the right even if the right is not rented from the bank.
3. A right accepted into the bank stays in the bank until the Board releases it or the lease term expires.
4. While a right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.



Clifford Brown, manager

Printed Name and Title*

1-24-14
Date

Signature of Applicant

Printed Name and Title*

Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

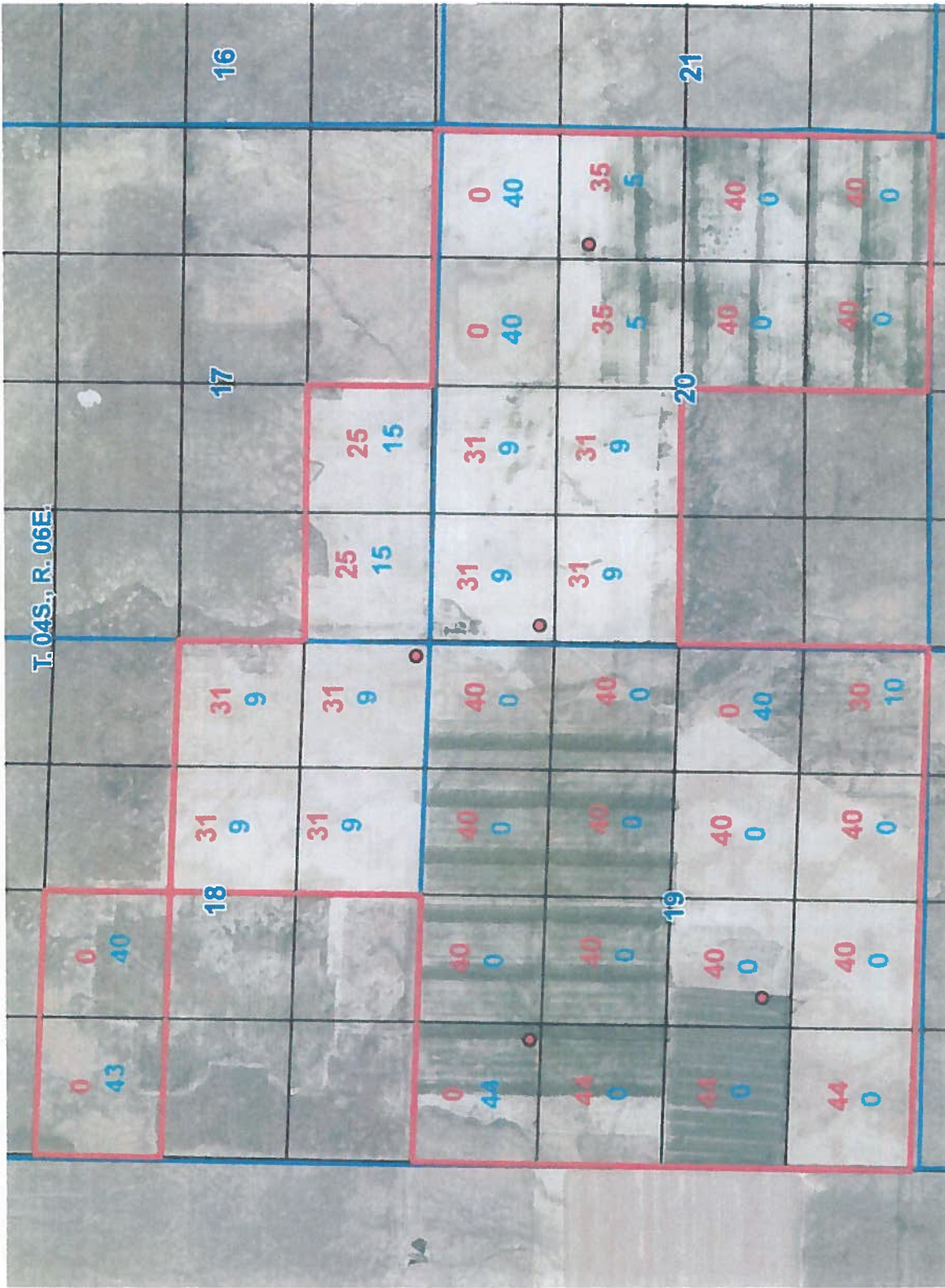
Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

Additional point of diversion

TWP	RGE	SEC	LOT	¼	¼	¼	County
4S	6E	20		SW	NW	NW	Elmore

Attachment D

T. 04S., R. 06E.



Legend
 ● WR_POD'S
 ■ place of use
 ■ Sec_Lines
 ■ t04s06e

Idaho Water Company - (From, Bernard Brown)

T. 04S., R. 06E. Elmore County, Idaho

Naip 2004 Aerial Photo

Water Right: 61-7119, 61-7396, 61-2154,
 61-10378, 61-7005, 61-2155

00 Remaining Irrigation
 00 Acres to be dried up

BROCKWAY ENGINEERING, PLLC.
 ALR - Dec. 1, 2005