

Water Supply Bank No. _____
(For Department Use Only)

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

RECEIVED

NOV 19 2012

DEPARTMENT OF
WATER RESOURCES

Name of Renter Flying H Farms, Partnership Phone 208-587-8716

Mailing address 518 Old Highway 30, Mountain Home, ID 83647 Email steve@flyinghfarms.net

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) 6.896 Maximum Volume (ac-ft) 1,724 Nature of Use Irrigation Period of Use March 15 to November 15

Total: 6.896 1,724

2. Source of water Snake River tributary to Columbia River

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
06S	08E	6		NW	NW		Owyhee

4. Lands to be irrigated or 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	
06S	07E	12									40	40	40	40	40	40	40	40	320
06S	07E	13	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
06S	08E	18	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 431 within 1,600

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion? Yes ☐ No ☒
If no, list owner, contact information, and provide documentation of the authority to use the proposed point of diversion. B&K Land Co 518 Old Highway 30, Mnt Home, ID 83647 (This is an entity of the Flying H Partnership owners)
2. Do you own the land at the proposed place of use? Yes ☐ No ☒
If no, list owner, contact information, and provide documentation of the authority to use the proposed place of use. Wilson & Wilson Co., 791 Lucille Road, Hammett, ID 83627

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

RECEIVED

NOV 21 2012

DEPARTMENT OF
WATER RESOURCES

WA

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. _____

2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
02-7369 & 02-7065C

3. Will the proposed place of use receive water from any other source? Yes ☐ No ☒
If yes, describe. _____

4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. _____

5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒
If yes, describe. _____

6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe. _____

E. RENTAL TERM

1. Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐
If yes, please specify the number of years desired through proposed rental. 5

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. The Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.


Signature of Applicant

Jeff Harper
Printed Name and Title*

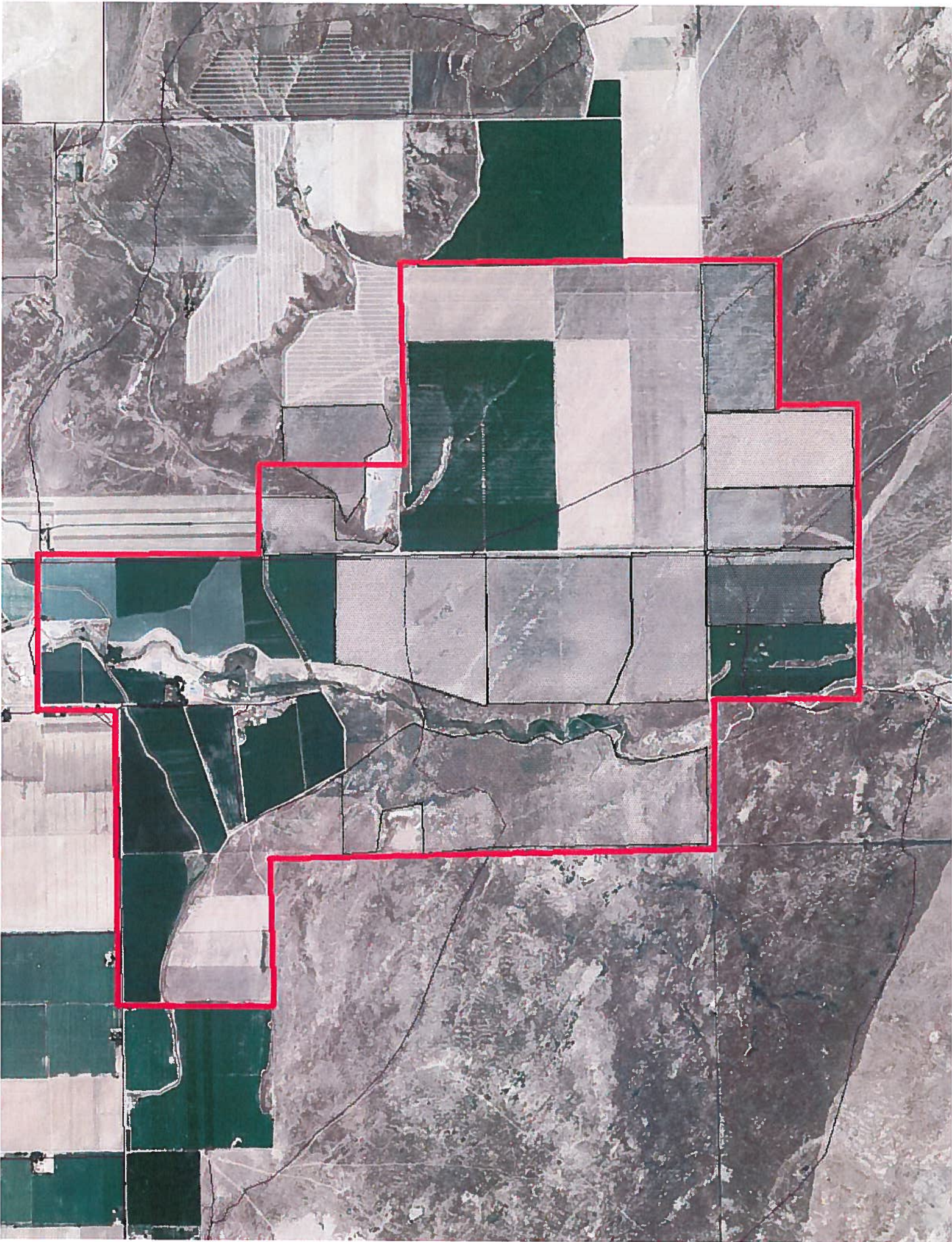
11/19/12
Date

Signature of Applicant

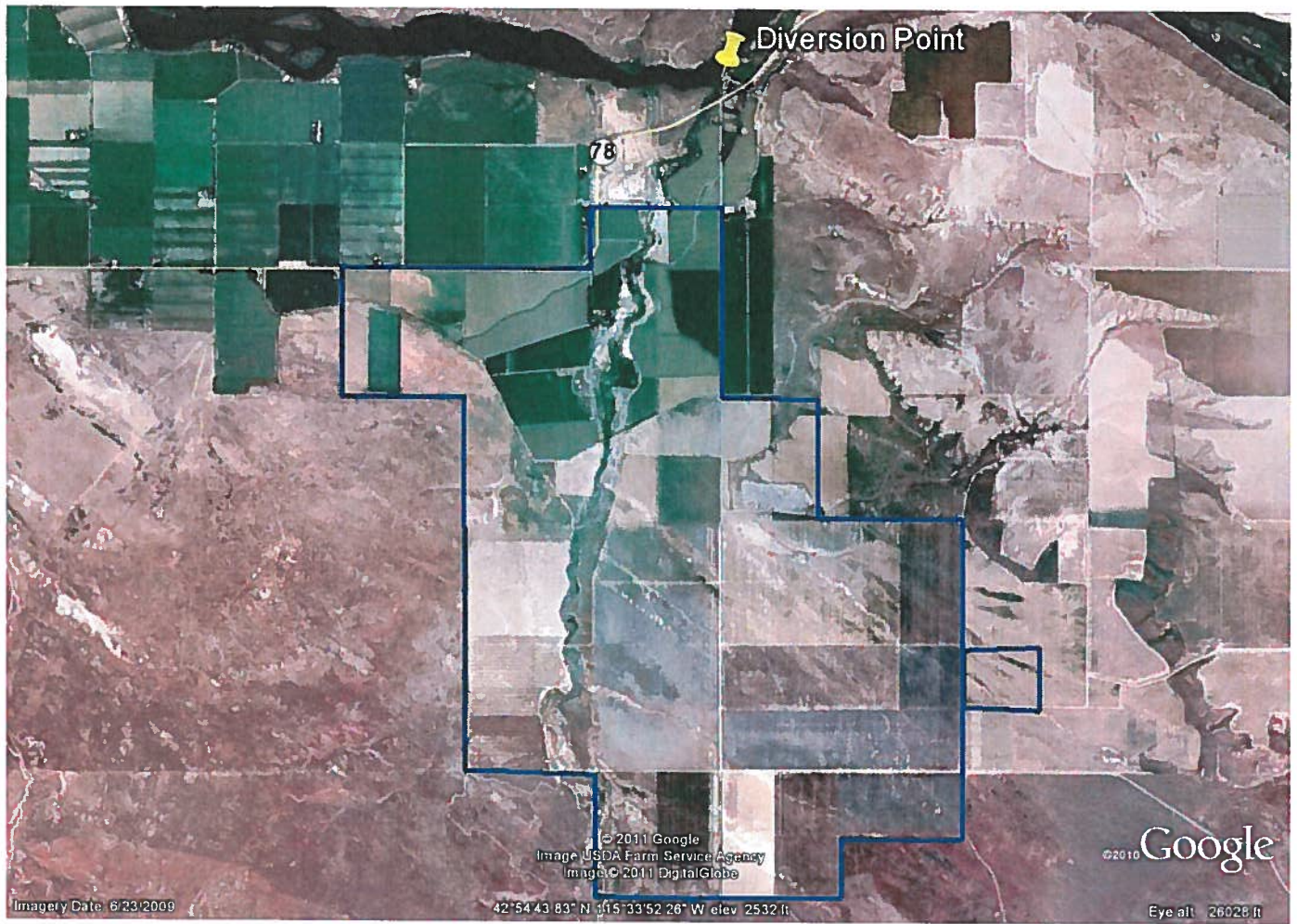
Printed Name and Title*

Date

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



Attachment 7A & 7B



MEMORANDUM OF FARM LEASE

BE IT REMEMBERED that Wilson & Wilson Co., an Idaho Corporation, and Ann T. Wilson, (collectively with Wilson & Wilson Co., the "Landlord"), and Flying H Farms Partnership (the "Tenant"), have entered into a Farm Lease (the "Lease") regarding certain real property located in the County of Owyhee, State of Idaho, legally described as follows (the "Property"):

The Northeast Quarter of Section Eleven, The South Half of Section Twelve and all of Section Thirteen in Township Six South, Range Seven East, Boise Meridian;

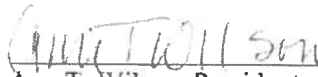
The Southwest Quarter of the Northwest Quarter of Section Seventeen and all of Section Eighteen, in Township Six South, Range Eight East, Boise Meridian.

The Lease for the above-described real property will end at 11:59 p.m. on December 31, 2018.

FURTHER BE IT REMEMBERED that, pursuant to the Lease, the Tenant has a Right of First Refusal on the Property.

LANDLORD

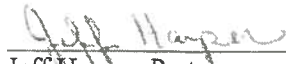
WILSON & WILSON CO.


Ann T. Wilson, President


ANN T WILSON

TENANT

FLYING H FARMS PARTNERSHIP


Jeff Harper, Partner

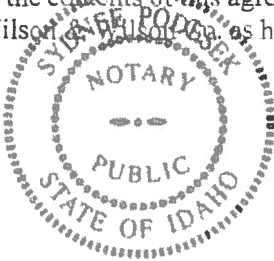
Instrument # 426537 # Pages: 2
ELMORE COUNTY, Idaho
Mar 26, 2012 11:56:18 am Fee: \$ 13.00
For: FLYING H FARMS
BARBARA STEELE Recorder
DELLIS Deputy

STATE OF IDAHO)

: ss.

County of Elmore)

On this 7 day of March, in the year 2012, before me, a notary public for the State of Idaho, personally appeared Ann T. Wilson individually, and also known or identified to me to be the President of Wilson & Wilson Co. and whose name is subscribed to the within and foregoing instrument, and acknowledged to me on this day under oath, that, being informed of the contents of this agreement, she executed the same on behalf of herself individually and Wilson & Wilson Co. as her free and voluntary act and deed.



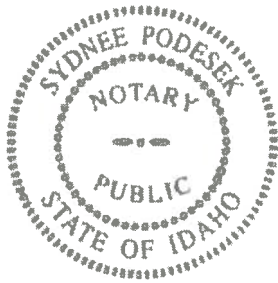
Sydney Podeseck
Notary Public for the State of Idaho
Residing at: Mountain Home, ID
My Commission Expires: 11/25, 2017

STATE OF IDAHO)

: ss.

County of Elmore)

On this 23 day of February, in the year 2012, before me, a notary public for the State of Idaho, personally appeared Jeff Harper, known or identified to me to be a partner of Flying H Farms Partnership and whose name is subscribed to the within and foregoing instrument, and acknowledged to me on this day under oath, that, being informed of the contents of this agreement, he executed the same on behalf of Flying H Farms Partnership as his free and voluntary act and deed.



Sydney Podeseck
Notary Public for the State of Idaho
Residing at: Mountain Home
My Commission Expires: December 25, 2017