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JUN 01 2012

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

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

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OCT 23 2012
DEPARTMENT OF
WATER RESOURCES

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

Name of Renter Frisby Farms Inc.

Phone 208-459-0875

Mailing address 6205 SE 8th Ave, Caldwell, ID 83607

Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. <u>Maximum Flow Rate (cfs)</u>	<u>Maximum Volume (ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>0.34</u>	<u>76.5</u>	<u>Irrigation</u>	<u>3/1</u> to <u>11/15</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
Total: <u>0.34</u>	<u>76.5</u>		

2. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
6N	3W	20			SW	NW	Payette

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	
6N	3W	17											7	10					17

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 17

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. _____

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. Attached farm lease agreement

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.

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D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Well, Pump, drip and/or sprinkler irrigation
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
63-31505, 63-31178, 63-10785 use the same well for irrigation of different acres
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. _____

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.

FRISKY FARMS INC.
Signature of Applicant

Nabeen Frisky, Sec.
Printed Name and Title*

5/23/12
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

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

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FARM LEASE

This agreement entered into this 1st day of Jan, 2012 by and between Daniel A. Schwalbe Inc, lessor, and Red Frisby, Lessee.

FRISBY FARMS INC.

Witnesseth. That the Lessor has leased and by these presents do lease unto the lessee on the terms hereinafter mentioned, all that certain real estate situate in Payette County, State of Idaho, as follows: 2015 Crest Road, Caldwell, ID (portion of 220 acres.)

To have and to hold the said premises with the appurtenances thereto from this 1st day of Jan, 2012, until the 31st day of Dec. 2012.

Lease shall be for the year 2012-2013 for the purpose of growing crops. Lessee shall provide records to the lessor all the herbicides and pesticides used on the farm at the end of the farm lease. Lessors shall be responsible for carrying insurance on irrigation system. Lessee shall be responsible for paying the Idaho Power bill for irrigation power bills. Lessor shall be responsible for paying the water bill for 68 acre Black Canyon Irrigation District (BCID), water right and property taxes.

Cash rent shall be paid as follows: Cash lease shall be \$15,210.00 total for the land described in the legal. \$5727.00 *due and payable on the 1st of June, 2012 and the balance of \$7605.00 due and payable on the 1st of Dec, 2012. *Note lessee shall pay the spring 2012 water Bill from BCID Spring 2012 Assessment Bill in the amount of \$1878.00 for the 68 acre BCID water right, and deduct it from the total lease amount due on June 1st.

That lessee hereby gives to the lessor a lien upon all crops grown on the said land under this lease, to secure the payment of the rental hereinbefore reserved, including damages for breach of covenants herein contained.

1. - To farm the said premises and the whole thereof (except as herein provided otherwise), throughout the said term and care for the crops grown after the manner of good husbandry.
2. - To keep ditch banks, fence rows and road sides free from weeds.
3. - Not to assign this lease or sublet any portion of said premises without the written consent thereto of the lessors.
4. - To permit the lessors, their agent or agents to enter into and upon said premises and each and every portion thereof at any time or times, for inspection thereof and of the crops thereon.
5. - To permit the lessors, his agent or agents to enter into and upon the said premises in the fall of the year to do fall plowing, plant crops for the coming year and to do any and all work that may be necessary to do upon any or all of the said premises.
6. - To quit and surrender possession of the said premises on the expiration of said term.
7. - To commence plowing said ground as soon as the weather will permit and as speedily as possible prepare ground for planting.
8. - That the lessee shall have the use of the water for the purpose of watering said premises, under the 68 acre BCID water right appurtenant thereto. Lessee will be responsible for the maintenance of the irrigation system including pumps, pivots, handlines, and underground water supply lines for the water delivery on said premises. *NORMAL WEAR & TEAR & DAMAGE NOT CAUSED BY FRISBY FARMS INC TO BE PAID BY LESSOR. 117*
9. That the water rent or maintenance shall be paid for the term by the Lessor for the water bill for 68 acre BCID water right. Any fines for overages or associated costs for the mis- use or miss

appropriation of any water right or transfer of water right associated with this property will be the sole responsibility of the lessee.

10. That the lessee shall not have any claim against the lessors for damages by reason of any shortage of water, not caused by the lessors neglect.
11. Hunting Rights: All hunting rights on the lands herein leased are reserved to Lessor and shall not permit any hunting except to Tom Delorenzo and Rex Harvey.
12. All labor performed and materials supplied by tenant on the said premises for any purpose during the term of this lease shall conclusively be deemed to have been done and furnished on behalf of and at the sole expense of Lessee, unless the parties hereto have agreed in writing in respect to particular items of such labor and materials in advance of the performance or furnishing of the same that the same are to be deemed extra work and materials outside the scope of this lease, for which compensation is to be made by lessor to lessee, and unless the amount or rate of such compensation is fixed by the terms of said writing; and the lessee shall not be entitled to claim compensation therefore unless lessor has so ordered the same and agreed to pay therefore as herein provided
13. Lessee shall replace the fence on the SW and SE property line if lessor requests. Lessee will replace at his cost the same as the original type he removed at both locations, which is metal post and barbed wire.
14. Lessee shall keep and save harmless the said premises and the crops grown thereon, and lessor herein, from any liens against the same on account of bills, debts for labor or materials incurred by lessee.
15. In the event the lessee or lessee shall take any legal action to enforce or or interpret any of the terms of this contract, the prevailing party shall be entitled to recover from the other party all expenses while it may reasonably occur whether incurred in a suit or action or appeal from a judgement in connection w/ legal action.
16. Lessor agrees as long as lessee performs requirements of these covenants lessee shall have and enjoy quiet and peaceful possession of said premises for entire term of the lease term.
17. Lessee will remove all farm equipment from east side of driveway with- in 2 weeks of request by lessor.
18. This lease is for the 2012 growing season only and the 2013 growing season lease will be reviewed after June 2012 by tenant for 2013 growing season.

That in case of any breach of covenant or covenants herein contained to be kept and performed by the lessee or any cause of removal or disposition of any portion of said crops without the consent of the lessors, the lessors agent or agents shall have the right to enter into and upon said premises and eject all persons therefrom, to take possession thereof and of the crops thereon, and give such crops care and attention and protection as they may require. That the lessee agrees on demand in writing therefore, to pay lessors the expense incurred by the lessors in and about caring for and attending to said crops.

That in case of default by the lessee to pay the lessors the rental hereinbefore reserved or the moneys which may be due to the lessors hereunder, as and when herein required, the lessors may at their option proceed in the manner provided by Statute for the foreclosure of chattel mortgages, to sell the said crops, under lien herein given thereon, and out of the proceeds of such sale there shall be paid to the lessors the said rental, the expense incurred by the lessors in and about caring for and attending to the said crops, the damages suffered by the lessors by the lessee's breach of any covenant thereof, and the cost of foreclosure, including a reasonable attorney fee; and the balance of such proceeds of sale shall be paid to the lessee.

And thereupon the lessors shall have the option to declare this lease forfeited and lessee's right hereunder at an end.

That in case of the lessee's breach of any covenant herein contained, by the lessee to be performed, the lessors shall have the option to declare this lease forfeited and rights of the lessee hereunder at an end and eject all persons from said premises.

That the covenants of the one party are in consideration of the covenants of the other and that the parties hereto bind themselves, their heirs, executors, administrators and assigns respectively, by these presents.

Lessor: (Daniel A Schwalbe Inc)

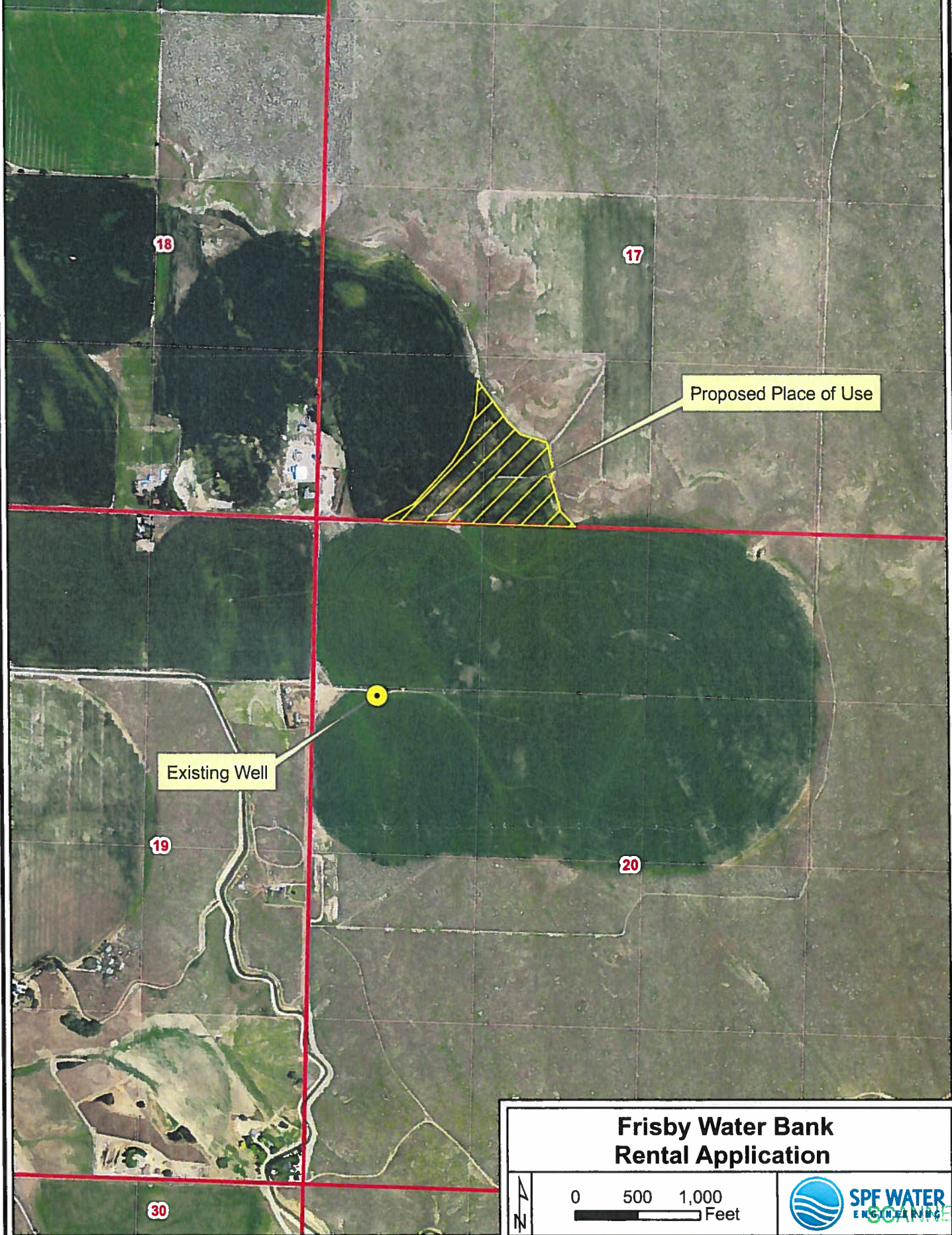
Daniel A. Schwalbe

Lessee: (Rod Frisby)

FRISBY FARMS INC.
Mallory Frisby

T6N R4W

2011 Photo



**Frisby Water Bank
Rental Application**



0 500 1,000
Feet



OCT 25 2012