

RECEIVED

AUG 17 2011

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

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

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

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) Maximum Volume (ac-ft) Nature of Use Period of Use
15.7 Irrigation March 15 to November 15

_____ to _____
_____ to _____

Total: _____

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 785 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. Delores Ingram, 52772 State Hwy 76, Hammett, ID 83627, Flying H has an easement

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.

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

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. X 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.

Jeff Harper
Signature of Applicant

Jeff Harper
Printed Name and Title*

8/15/2011
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

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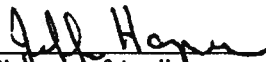
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Signature of Applicant

Jeff Harper
Printed Name and Title*

8/15/2011
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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

2. The following REQUIRED information must be submitted with this form.

- A. The appropriate FILING FEE. See instructions for fee amounts.
- B. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, WITH ATTACHED LEGAL DESCRIPTION.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
 PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
 OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency AERIAL PHOTO with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) Weston D. Farris & Joyce A. Farris
4. New Owner/Claimant(s) Jeff C. Harper & Jackie Harper
Name Connector (Check one): [] and, [] or, [] and/or
 New Mailing Address 995 East 15th North St
 City, State and ZIP Code Mountain Home, Idaho 83647
 New Telephone Number () _____
5. Date you acquired the property October 15, 2003

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
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Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

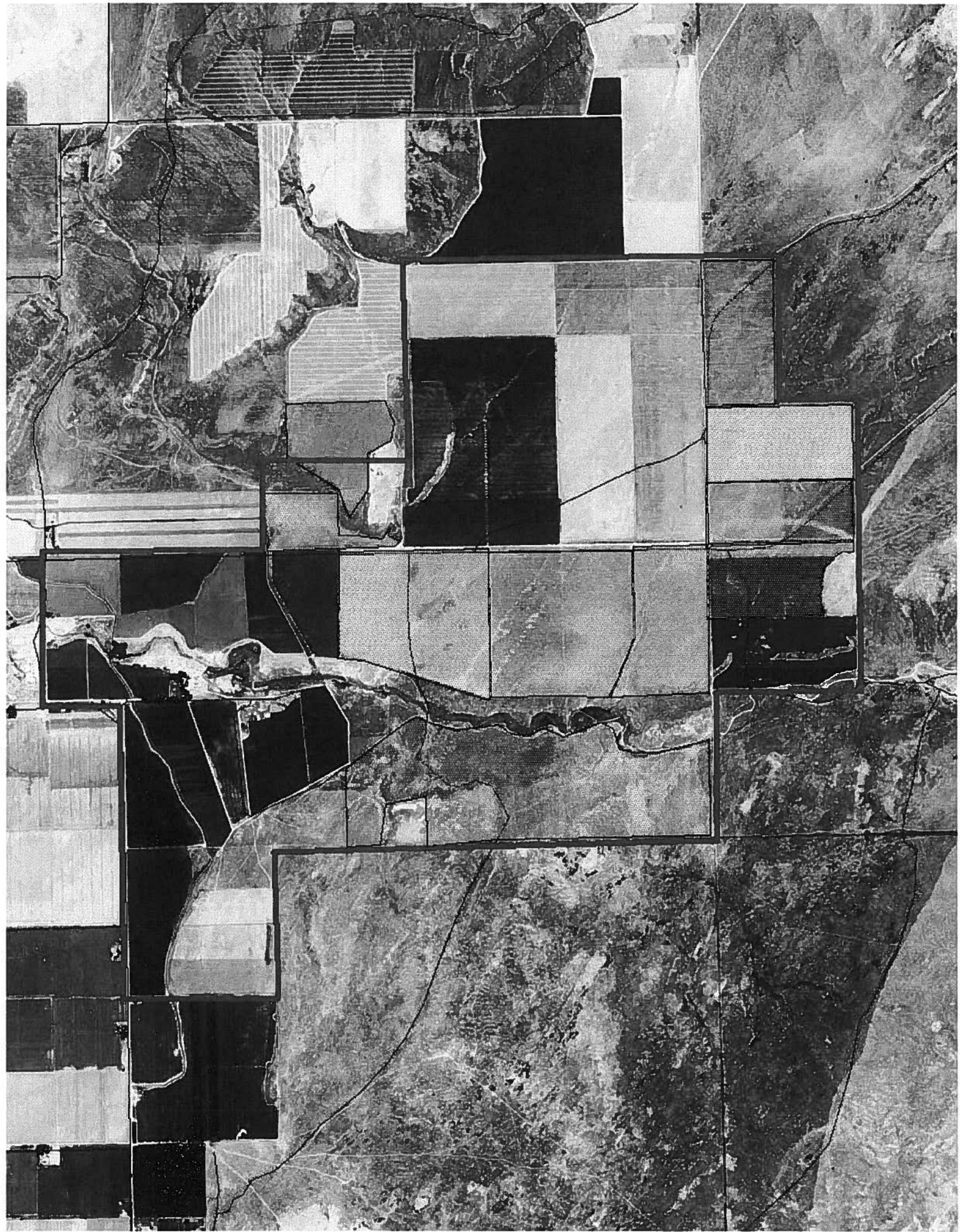
7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

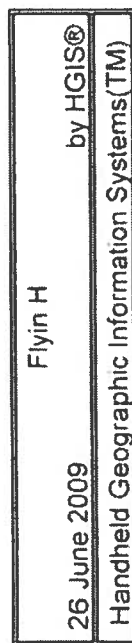
Jeff C. Hanger
Jessie L. Hanger

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____





LEASE

LEASE, made this 2 day of March, 2011, WILSON & WILSON CO., an Idaho Corporation, and ~~ANN T. WILSON~~, as trustee under the will of Wilbur F. Wilson, deceased, hereinafter designated collectively and in the singular as the "Owner", and FLYING H FARMS PARTNERSHIP, JEFF C. HARPER, partner, 518 Old Highway 30, Mountain Home, ID 83647, hereinafter designated in the singular and by masculine gender as the "Lessee";

WITNESSETH: That for and in consideration of the covenants and agreements herein mentioned to be kept and performed by the Lessee, the Owner does hereby lease, let and demise unto the said Lessee the following described real property located in the County of Owyhee, State of Idaho, and described as follows:

The West Half of the Southeast Quarter 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.

TO HAVE AND TO HOLD the same unto the said Lessee, from the first day of January, 2011, for a term of one year ending on December 31, 2011, subject to the terms and conditions herein provided.

1. RECITALS. The Owner has no water rights for said property. The Owner is in the business of raising livestock including both cattle and sheep, and has a need for pasture land. Said property is located approximately two miles south of the Snake River and the Lessee owns several hundred acres of land located south of and adjacent to the Owner's property described above. The Lessee has represented to the Owner that he has the right to withdraw water from the Snake River and that he has the financial ability to purchase and install irrigation equipment to convey water from the Snake River to the real property owned by the Owner and described above, where such water can be used to irrigate the Owner's land for the production of potatoes.

2. LABOR AND EQUIPMENT. The Lessee agrees to furnish at his own expense all labor, machinery, irrigation pumps and equipment necessary to convey water from the Snake River southerly to the Owner's real property described above, and to apply water to said real property for the production of all crops. The Lessee further agrees to furnish at his won

expense all labor, machinery, equipment and implements necessary to till, farm and cultivate the land in a good and farmer-like manner and according to the usual course of husbandry.

3. CROPS AND SEED. The Lessee agrees to sow and plant at least 200 acres of the leased land with potatoes each year during the term of this lease. The Lessee may at his option plant more than 200 acres of said land with potatoes during any year but it is agreed that when potatoes have been raised upon any land during any year, then thereafter said land shall be left fallow and shall not again be planted with potatoes consistent with good farming practices. As soon as practical after the potatoes are harvested and removed from said land during each year of the lease term, the Lessee shall plant the land upon which the potatoes were produced with grass of a type authorized by the Soil Conservation Sodbuster Program. The grass seed shall be furnished at the expense of the Lessee and shall be planted by the Lessee. At the time said grass seed is planted a determination shall be made between the parties to this lease as to whether or not there is sufficient moisture in the soil at the time to germinate the seed without any additional irrigation. If it is determined that there is not sufficient moisture to germinate the seed, then the Lessee agrees to irrigate the land planted with the grass seed with one application of water sufficient under ordinary circumstances to give the grass seed a chance to germinate, all to be done in a farmer-like manner. If the parties cannot agree on whether or not there is sufficient moisture to germinate the grass seed without irrigation, then the question shall be referred to the manager, or his assistant, of the SCS office in Mountain Home, Idaho, for determination and the decision of such manager or assistant shall be binding on the parties to this agreement.

4. TAXES AND WATER. The Owner agrees to pay all ad valorem taxes levied and assessed against the leased premises during the term of this lease. All expenses incurred by the Lessee in furnishing and installing the irrigation equipment, including electric power bills for pumping water for irrigation purposes on the leased premises, shall be paid by the Lessee.

5. NO ASSIGNMENT OR SUBLEASE. The Lessee agrees that he will not assign this lease nor sublet any part of the leased premises without first obtaining the written consent of the Owner.

6. USE OF PREMISES. The Owner reserves the right during the term of this lease to graze his livestock on any part of the leased premises which is not then planted with potatoes. If at the time the Owner is grazing livestock upon said premises, the Lessee then has a

crop of potatoes planted, it shall be the obligation of the Lessee to fence out the Owner's livestock from the crop land either by furnishing and installing an electric wire system or by furnishing and installing such other type of barrier as is sufficient to turn livestock. If by reason of circumstances the Owner's livestock breaks down the barrier or fence or otherwise trespasses on the Lessee's potato crop, the Owner shall not be liable to the Lessee for any such damage and the Lessee assumes the risk of having the Owner's livestock trespass upon the land on which crops had been planted and are growing.

7. ACCESS ACROSS LESSEE'S LAND BY OWNER. For the purpose of egress or ingress to the leased premises by the Owner with the Owner's livestock, the Lessee hereby gives and grants to the Owner the right to trail the Owner's livestock over the real property of the Lessee which is located southerly from the leased premises and is described in Exhibit A that is attached hereto; provided, however, that said livestock shall not be trailed over land which is then planted with a potato crop.

8. MAINTENANCE. The Lessee agrees to till and farm said premises in a good and farmer-like manner and according to the usual course of husbandry, to take reasonable precautions to guard against the growth or introduction of noxious weeds on the leased premises and to take such procedures as may be reasonable to destroy any such noxious weeds which are now or may hereafter be located upon the leased premises during the term of this lease, with chemicals and labor to be furnished by the Lessee.

If during the term of this lease it should hereafter be determined by the parties hereto that fumigation or the addition of Temik herbicide is necessary to control nematode or other diseases in the crop land, then the parties agree to share in the costs of obtaining the fumigants and/or Temik in the same proportion in which they share in the potato crop for that year, and it shall be the responsibility of the Less to apply such fumigants or Temik to the land at his expense.

9. DIVISION OF CROP. The potato crop raised and produced upon said leased premises during the term of this lease shall be divided 9½ percent thereof to the Owner and 90½ percent thereof to the Lessee. Title to all crops in which the Owner has an interest shall be and remain in the Owner until final settlement or division under the provision of this lease. The Lessee agrees to keep the Owner's share of said crop free and clear of liens and encumbrances, including farm laborer's liens. It is contemplated that, unless otherwise agreed in writing by the

parties hereto, they will jointly market their potatoes at the same time. The check from the buyer of the potatoes for the Owner's portion of the crop produced shall be paid directly to the Owner by the buyer of said potatoes. The Owner's portion of the crop shall be based upon the full amount of potatoes marketed, without any deduction for harvest expenses, hauling or any other expenses incidental to the production or harvest of the crop.

10. FENCES. If the Owner desires to install and maintain fences around the perimeter of the leased premises, then it shall be the Owner's obligation to install and thereafter maintain such fences, at the Owner's option and expense.

11. POWER OR WATER BUY BACK. If Lessee participates in a power or water buy back involving the water rights that Lessee plans to utilize on the leased premises, then Lessee shall give the Owner notice that such a power or water buy back program is available within seven days of the Lessee becoming aware of its availability. If Lessee participates in a power or water buy back program during the term of this lease for all or part of the water rights that would otherwise have been used on the leased premises, then Owner shall be entitled to 9½ percent of the money received by Lessee through the power or water buy back program.

12. OWNER'S RIGHT OF FIRST REFUSAL IN LAND OWNED BY LESSEE. In the event the Lessee should receive a bona fide offer to purchase the real property adjacent to the leased premises that is described in Exhibit A that is attached hereto and by this reference made a part hereof during the term of this lease or any extension thereof, and the offer to purchase is satisfactory and acceptable to the Lessee, then the Owner shall have the right and privilege to purchase the premises at the same price and on the same terms as the offer so made. This right shall be extended to Owner by the Lessee giving written notice of the offer to the Owner by registered or certified mail, return receipt requested, to Owner's address as provided above, which notice shall require the Owner to accept the offer in writing within ten (10) days after the mailing of said notice to Owner. The failure of Owner to accept the offer to purchase within ten days shall nullify and void the privilege to the Owner, and the Lessee shall be at liberty to sell the premises to any other person, firm or corporation.

13. RECORD OF CROP PRODUCED. The Lessee agrees to keep full and accurate records of the total amount of potatoes raised and produced by him each year upon the leased premises, which records shall be open and available for inspection by the Owner or any of Owner's agents at any time during business hours.

14. REMEDIES FOR DEFAULT. In the event the Lessee fails or neglects to perform any of the terms or conditions of this lease on his part to be kept and performed, then his failure to do so, at the option of the Owner, in case of such default, is hereby authorized and empowered to enter upon the leased premises and take full and absolute possession of the same and to declare this lease terminated and of no further force and effect. Fifteen days' advance notice in writing shall be given by the Owner to the Lessee specifying the nature of any default before this lease may be declared forfeited. During said fifteen-day period, the Lessee shall have the right to cure the default. If either party to this lease fails to comply with the terms of this lease and it becomes necessary for the other party to place this lease in the hands of the attorney for enforcement of such rights or to bring suit on this lease for enforcement of such rights, then the defaulting party or the non-prevailing party in case of suit, agrees in such case to pay a reasonable attorney's fee incurred by the other party, in addition to any other damages allowed by law.

15. RENEWAL OPTION: Upon the proper and timely performance of all of the covenants and obligations on the part of the Lessee to be performed pursuant to this Lease and at the expiration of the term herein provided, the Lessee shall have the option to renew this Lease for a period of three (3) additional years, upon the same terms and conditions as herein provided, save and except that the cash rental shall be subject to negotiation by the parties at the beginning of the first year of the three-year option period.

16. SURRENDER OF POSSESSION. At the time of the termination of this lease by lapse of time or otherwise, the Lessee agrees to return the possession of the leased premises to the Owner in as good a condition as said premises were at the time of the commencement of this lease, or may hereafter be placed, natural wear and tear and damage by acts of God excepted. It is understood and agreed that the water and water rights which the Lessee uses for the purpose of farming said premises during the term of this lease shall be and remain the property of the Lessee and shall not become appurtenant to the leased land and that the Owner shall not acquire any right, title, claim or interest in or to said water or water rights or in or to the irrigation equipment which the Lessee uses or installs upon the leased premises. All of said irrigation equipment may be removed by the Lessee from the leased premises at any time during the term of this lease.

17. COVENANT. The Owner covenants that the Lessee performing the terms and

conditions hereof shall peacefully and quietly have, hold and enjoy the use of the leased premises for the purposes herein set forth during the term of this lease.

IN WITNESS WHEREOF, said parties have hereunto set their hands the day and year in this agreement first above written.

WILBUR F. WILSON, TRUST

Ann T. Wilson
Ann T. Wilson, Trustee

OWNER,

Jeff C. Harper
Jeff C. Harper, Partner

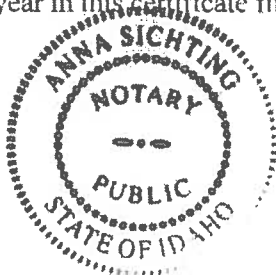
FLYING H FARMS PARTNERSHIP

LESSEE,

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 21st day of March, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Ann T. Wilson, known to me to be the President of Wilson & Wilson Co., an Idaho corporation, the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation 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.



Anna Sighting
Notary Public for Idaho,

Residing at Mountain Home, ID
My commission expires: 7/19/2017

STATE OF IDAHO)
) ss.
COUNTY OF ELMORE)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Ann T. Wilson, known to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Wilbur F. Wilson Trust and acknowledged to me that she executed the same as such trustee.

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

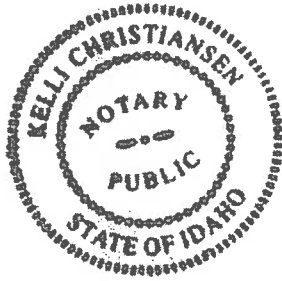
Notary Public for Idaho,
Residing at Mountain Home, ID
My commission expires: _____

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 2nd day of March, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff C. Harper, known to me as the person whose name is subscribed to the foregoing instrument as partner of Flying H Farms Partnership and acknowledged to me that he executed the same as such partner.

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

Kelli Christensen



Notary Public for Idaho,
Residing at Mountain Home, ID
My commission expires: 10/26/2016

EXHIBIT A

The Northeast Quarter of Section 24, Township 6 South, Range 7 East, Boise Meridian in
Owyhee County, Idaho

Lots 1 and 2, the North One-Half of the Northeast Quarter and the East One-Half of the
Northwest Quarter of Section 19, Township 6 South Range 8 East, Boise Meridian, Owyhee
County, Idaho