

WATER SUPPLY BANK LEASE CONTRACT No. 1905

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

LESSOR: LAFFERTY INVESTMENTS LLC
PO BOX 16
WENDELL, ID 83355

RECEIVED
OCT 31 2024
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 and received by the Department on June 13, 2024.
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

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
47-7463	3/13/1978	UNNAMED STREAM, tributary to MUD CREEK	35.030	0.00	0.00
Combined Limit Totals			35.030	0.00	0.00
Combined Lease Totals			35.030	0.00	0.00

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, 2025 to December 31, 2029. 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 No. 1905

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.
6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.
7. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1905

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

LESSOR: LAFFERTY INVESTMENTS LLC

PO BOX 16

WENDELL, ID 83355

By 

Title Owner

Date 10/28/2024

IDAHO WATER RESOURCE BOARD

322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By 

Brian Patton, Executive Manager
Idaho Water Resource Board

Date 11/12/24

Lease approved by IDWR 

Date 11/12/24

WATER SUPPLY BANK LEASE CONTRACT No. 1905

ATTACHMENT A WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 47-7463

UNNAMED STREAM NWNWSW Sec. 12 Twp 09S Rge 14E TWIN FALLS County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From	to	To		
47-7463	FISH PROPAGATION	1/01	to	12/31	35.030 cfs	0.00 AF
Totals:					35.030 cfs	0.00 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: FISH PROPAGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	14E	11																	0.0

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, 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, 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.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1905





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 for any subsequent rental seasons.
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. Source is also known as Silo Creek.
13. The source of this water right is waste water. The wasting of water may be discontinued at any time.
14. Use of water under this right is subject to policies set forth in the State of Idaho Water Plan, including Policy No. 32F.
15. This right remains subject to the right of the original appropriator, in good faith and in compliance with state laws governing changes in use and/or expansion of water rights, to cease wasting water, to change the place or manner of wasting it, or to recapture it.

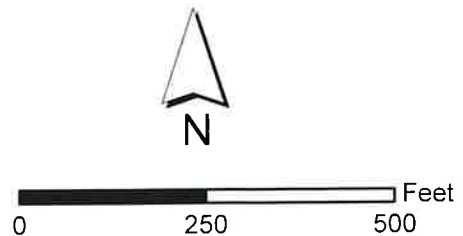
Idaho Water Resource Board
Water Supply Bank Lease Contract No. 1905

47-7463
Effective until December 31, 2029

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
-  Township/Range
-  Sections
-  QQ



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
JUN 13 2024
DEPARTMENT OF
WATER RESOURCES

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

Designated Applicant Lafferty Investments, LLC Water Right No. 47-7463
(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> .
	Yes	<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.
	Yes	<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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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>250.00</u>	Received By: <u>KM</u>
		Date Received: <u>6.13.24</u>
		Receipt # <u>C118465</u>
W-9 received?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	(Route W-9 to Fiscal)
		Name on W-9: <u>Lafferty Investments LLC</u>

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STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

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 Lafferty Investments LLC

Mailing Address PO Box 16 Wendell ID 83355
Street City State Zip Code

Email Address dynodan634@gmail.com Phone Number 208-536-6547

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 Lori Graves Organization _____

Professional Title Water Rights Specialist Email Address lori.graves@hdrinc.com

Mailing Address _____ Phone Number 208-872-9519

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.
Dams, ditches

- 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. None

- 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.

- 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. Water right has been leased to the bank the last 5 years under Contract No. 1129 set to expire 12/31/2024.

- 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. Water right has been leased to the bank the last 5 years under Contract No. 1129 set to expire 12/31/2024.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan? Yes No
If yes, describe.

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: 2025 to 2030 (maximum lease period 5 calendar years).
(Year) (Year)

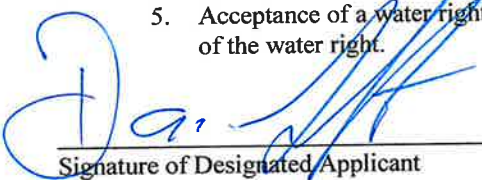
B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

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.



Signature of Designated Applicant

Dan Lafferty

Printed Name

6/10/2024

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**

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

1. <u>Water Right Number</u>	<u>Nature of Use</u>	<u>Leased Rate</u> <small>(cfs)</small>	<u>Leased Volume</u> <small>(af)</small>	<u>Leased Acres</u> <small>(ac)</small>
<u>47-7463</u>	<u>Fish Propagation</u>	<u>35.03</u>	<u>Not Stated</u>	<u>0.0</u>
	Total Amounts:			

2. Source of water Unnamed Stream tributary to Mud Creek

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
09S	14E	11					Twin Falls County






Idaho Water Resource Board
Water Supply Bank Lease Contract No. 1129

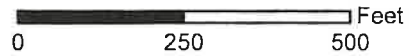
47-7463

Effective until December 31, 2024

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
-  Township/Range
-  Sections
-  QQ



FISH PROPAGATION AGREEMENT

THIS AGREEMENT, entered into this 27 day of JANUARY, 2015; by and between the Twin Falls Canal Company ("TFCC" or "Company"), an Idaho non-profit corporation, and Lafferty Investments LLC, an Idaho limited liability company ("Water User").

RECITALS

WHEREAS, the Water User desires to make non-consumptive use of waters within TFCC's irrigation system in constructed ponds and/or raceways for fish propagation use pursuant to water right nos. 47-7462 and 47-7463; and

WHEREAS, TFCC has a first and prior right to the use of said waters, but agrees to allow the use thereof if Water User executes and complies with this Agreement which acknowledges Water User's responsibilities.

COVENANTS

NOW, THEREFORE, in consideration of the mutual and independent covenants hereinafter stated, the parties agree as follows:

1. All construction plans shall be subject to the prior approval of the Company. Facility construction and operation shall:

- (a) Not interfere or affect the Company's delivery of water to its shareholders at any time;
- (b) Not block existing rights of way or traditional accesses of TFCC;
- (c) Not cause any erosion to Water User's system;
- (d) Not cause excessive evaporation;
- (e) Not cause water pollution;
- (f) Not block existing drainage or seepage flows or cause drainage and seepage problems on TFCC or adjacent properties;
- (g) Not impair the easement and right of way of TFCC for the full flow of water for irrigation and drainage;
- (h) Not impair operation, maintenance, construction and reconstruction of TFCC facilities;
- (i) Not be the basis of or claim any flood damages against TFCC.

2. Water User agrees to implement any mitigation measures required by TFCC in the event the construction or operation causes any problems identified in Paragraph 1(a) above, including specifically causing any water pollution, drainage, seepage, or erosion issues.

3. It is understood and agreed that the Water User has no right to demand any water from TFCC even though Water User may hold water rights issued by IDWR (including

water right nos. 47-7462 and 47-7463), and TFCC shall have no responsibility for cessation or reduction of any flows for any reason. It is understood and agreed that the water in question is in fact water which TFCC has a prior right to use and that TFCC may change the manner in its use or delivery which may reduce or cease flows available to Water User at any time.

4. It is further understood and agreed that any construction, operation or maintenance work, including, but not limited to, additional mowing work or costs related to the water quality of Water User's discharges, which may be required by TFCC after the date hereof by reason of Water User's activities, necessitating the expenditure of work or funds by TFCC, will be billed to the Water User as such expenses are incurred and Water User agrees to reimburse TFCC for said expenses within thirty (30) days thereafter, including any attorneys' fees incurred by TFCC in regard thereto. TFCC may turn off Water User's diversion at any time any said bill is thirty (30) days delinquent.

5. Water User's facilities shall at all times be maintained, repaired, renewed and operated at the sole expense of Water User.

6. Water User shall be liable for reimbursement of TFCC for all damages or expenses incurred in the replacement of said canals, ditches and rights of way if Water User abandons such facilities.

7. Water User hereby waives any claim or claims against TFCC and releases TFCC for any losses which may occur to fish by reason of lack of water quantity or quality or TFCC's use of aquatic herbicides, pesticides, mowing chemicals, or any other chemical or for any other reason whatsoever, whether or not due to the negligence of TFCC.

8. It is further agreed that the Water User will indemnify and hold harmless TFCC for and against all claims, suits, damages, costs, losses, and expenses in any manner resulting from or arising out of the construction, operation, maintenance, renewal, repair, use or existence of the Water User's facilities whether heretofore or hereafter made, including TFCC's attorneys' fees and including damage to crops of other shareholders resulting from interference with the delivery of water from TFCC.

9. Water User's failure to comply with any provision of this Agreement shall be deemed a default, and Water User's failure to remedy such default within thirty (30) days after mailed notice specifying such default to Water User shall result in termination hereof, at which time Water User agrees that Company may cease all water deliveries to Water User's facilities and Water User shall have no further rights hereunder. Water User also agrees to pay TFCC's attorneys' fees in any action brought to terminate this Agreement or in subsequent actions to collect amounts owing to TFCC by Water User prior to said termination.

10. The parties hereby bind themselves, their heirs, proper assigns, successors, and legal representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 29 day of JANUARY, 2015.

TWIN FALLS CANAL COMPANY

By: *Dan Shewmaker*
Dan Shewmaker, Chairman

ATTEST:

Kay Puschal
Kay Puschal, Secretary

LAFFERTY INVESMENTS LLC

By: *[Signature]*
Member



0005456494



STATE OF IDAHO
Office of the secretary of state, Phil McGrane
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0005456494
 Date Filed: 11/3/2023 8:31:27 AM

B0852-6534 11/03/2023 8:31 AM Received by Office of the Idaho Secretary of State

Entity Name and Mailing Address:		
Entity Name:	LAFFERTY INVESTMENTS LLC	
The file number of this entity on the records of the Idaho Secretary of State is:	0000039067	
Address	PO BOX 16 WENDELL, ID 83355-0016	
Entity Details:		
Entity Status	Active-Existing	
This entity is organized under the laws of:	IDAHO	
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	W7683	
The registered agent on record is:		
Registered Agent	DANNY J LAFFERTY Registered Agent Physical Address 160 W AVE D PO BOX 16 WENDELL, ID 83355 Mailing Address	
Limited Liability Company Managers and Members		
Name	Title	Business Address
Dan Lafferty	Member	PO BOX 16 WENDELL, ID 83355
The annual report must be signed by an authorized signer of the entity. Job Title: Office Manager		
<i>Kayla Marshall</i>		<i>11/03/2023</i>
Sign Here		Date



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 14, 2024

LAFFERTY INVESTMENTS LLC
PO BOX 16
WENDELL ID 83355-0016

**RE: WATER SUPPLY BANK LEASE CONTRACT 1904 & 1905
FOR WATER RIGHTS 47-7462 & 47-7463**

Dear Lessor:

Water rights **47-7462 & 47-7463** are leased into the Water Supply Bank (Bank) as of January 2025 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 right(s) will automatically be released from the Bank on **December 31, 2029**, unless the rights are released earlier by the Water Resource Board (Board). 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 are rented.**

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure: Executed Lease Contract

c: IDWR- Southern Region Office



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

October 23, 2024

LAFFERTY INVESTMENTS LLC
PO BOX 16
WENDELL ID 83355-0016

RE: APPLICATION TO LEASE WATER RIGHTS 47-7462 & 47-7463 TO THE WATER SUPPLY BANK CONTRACT 1905 & 1906

******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 of each 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, 2029** 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 right may not be available for immediate release if it has 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 this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Jean Hershey

for
Water Supply Bank

Enclosures: Proposed Lease Contracts

WATER SUPPLY BANK

Lease Review Checklist

Applicant(s) Name: Lafferty Investments

Memo Date: October 23, 2024

Water Right Number(s): 47-7462 & 47-7463

Reviewers Name: Jean

Quick Tools

Decreed Year	No Forfeiture Concerns Thru:
2011	2017
2012	2018
2013	2019
2014	2020
2015	2021

		Check box		COMMENTS/CONCERNS:
1	Fill out WSB Data Entry Checklist for Leases (Front of File)	x		
2	Reason for lease of water rights (Brief description of lease proposal in narrative)			
	Portion of right			
	All of right	x		
3	Check GWMA/CGWA/ADC and basin 63 areas of concern (note area in comments)			
		Yes	No	
4	Rentable? (If no explain in comments or narrative)	x		
5	Authority to file			
	Current owner or designated applicant	x		
	SOS Web site checked for business entity	x		Dan Lafferty, member
	Other (explain in comments)			
6	Water Right validity			
	Decreed/Licensed/Statutory claim date (write in comments section)			2009
	Past irrigation to ensure forfeiture is not an issue if decreed or licensed over 7 years ago (consider transfers that changed the POU, rentals to the POU etc.)			
	Has this right previously been leased to the bank or in CREP?	x		2015-2024
7	Injury to other water rights			
	If the POD is through a delivery entity, was consent provided?		na	
	If the POD is through a delivery entity, was holdback required? (percentage in comments)			%
	Any other concerns			
8	Enlargement concerns	Check box		
	Complete a POU comparison overlap analysis	x		
	Complete a combined limits review	x		
	Complete POD overlap analysis (if there is an overlap add condition to lease)	x		
		Yes	No	
	Are there overlapping rights that need to be placed in the bank also?		x	
	Will the place of use continue to receive water? (if yes explain in comments)		x	
9	Local Public Interest			
	Does the processor know of any problems this action will cause for the local public?		x	
10	Have you contacted regional office and watermaster for comment/concerns?	x		
	Send the watermaster comment request form or e-mail request	x		
11	Area Headgate requirement (write in Comments)			4
12	Is water right involved in any other department action? Pull file and check database () Ownership Change () Transfer () Mitigation () Other - Explain in comments		x	
13	<p>Narrative: The Department received these applications on June 13, 2024. The applications were signed by Dan Lafferty, member. The applicant wishes to place the entirety of both rights in the Bank. These rights were decreed in 2009 and have been in the Bank since 2015. These are fish propagations rights out of an unnamed stream. Delivery is through the Twin Falls Canal Company. The availability of water may be discontinued at any time as described in the conditions of the water right. There is a Fish Propagation agreement with the Twin Falls Canal Company attached to the application. These rights are separate and do not overlap each other. The rights are not currently within a WD.</p>			



0005456494



STATE OF IDAHO
 Office of the secretary of state, Phil McGrane
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0005456494
 Date Filed: 11/3/2023 8:31:27 AM

Entity Name and Mailing Address:
 Entity Name: LAFFERTY INVESTMENTS LLC
 The file number of this entity on the records of the Idaho Secretary of State is: 0000039067
 Address: PO BOX 16
 WENDELL, ID 83355-0016

Entity Details:
 Entity Status: Active-Existing
 This entity is organized under the laws of: IDAHO
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W7683

The registered agent on record is:
 Registered Agent: DANNY J LAFFERTY
 Registered Agent
 Physical Address
 160 W AVE D
 PO BOX 16
 WENDELL, ID 83355
 Mailing Address

Limited Liability Company Managers and Members

Name	Title	Business Address
Dan Lafferty	Member	PO BOX 16 WENDELL, ID 83355

The annual report must be signed by an authorized signer of the entity.
 Job Title: Office Manager

Kayla Marshall _____ 11/03/2023
 Sign Here Date

BU032-0334 11/03/2023 8:31 AM RECEIVED BY OFFICE OF THE IDAHO SECRETARY OF STATE