

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1623

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

LESSOR: GLOBAL AG PROPERTIES II USA LLC
2004 FOX DR STE L
CHAMPAIGN, IL 61820-7346

RECEIVED
DEC 23 2022
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 November 10, 2022.
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)
2-2262	12/6/1963	SNAKE RIVER, tributary to COLUMBIA RIVER	16.7	4,968.2	1242.0
Lease Totals			16.7	4,968.2	1,242.0

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, 2022 to December 31, 2024. 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.

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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.

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

LESSOR: GLOBAL AG PROPERTIES II USA LLC
2004 FOX DR STE L
CHAMPAIGN, IL 61820-7346

By [Signature]
Title _____
Date 12-19-22

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By [Signature] Date 12/30/22
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR [Signature] Date 12/30/22

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STATE OF IDAHO
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WATER SUPPLY BANK LEASE CONTRACT No. 1623

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): 2-2262

SNAKE RIVER L 4NWSW Sec. 34 Twp 05S Rge 09E ELMORE County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
2-2262	IRRIGATION	03/15	to	11/15	16.7 cfs	4,968.2 AF
Totals:					16.7 cfs	4,968.2 AF

PLACES 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	
06S	09E	28											X	X			X	X	0.0
06S	09E	33	X	X			X	X											0.0
06S	09E	34			X			X	X	X					X				0.0
06S	09E	35											X						0.0
06S	09E	36															X		0.0
07S	09E	1									X	X		X	X	X	X	X	0.0
07S	10E	4										X	X	X			X		0.0
07S	10E	5										X		X			X	X	0.0
07S	10E	6									X	X	L5						0.0
07S	10E	8	X	X	X	X	X			X						X			0.0
07S	10E	9			X		X	X	X	X		X							0.0
07S	10E	10											X						0.0
07S	10E	15						X	X	X		X	X	X			X	X	0.0
07S	10E	16	X	X	X	X	X		X	X		X	X	X		X	X	X	0.0
07S	10E	17				X													0.0
07S	10E	20					X	X	X	X						X	X	X	0.0
07S	10E	21	X	X	X					X					X	X			0.0
07S	10E	22	X	X	X	X		X	X			X		X	X	X		X	0.0
07S	10E	23						X	X	X	X	X	X	X		X	X	X	0.0

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07S	10E	26	x	x			x	x										0.0
07S	10E	27	x	x	x	x				x	x		x		x	x	x	0.0
07S	10E	28							x		x	x			x			0.0
07S	10E	29	x	x	x	x									x	x	x	0.0
07S	10E	34	x	x														0.0

Total Acres: 1242.0

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.
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.

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12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. The unleased portion of this right is limited to the irrigation of 10,758.0 acres within the place of use described above in a single irrigation season.
14. Place of use is within the service area of Grindstone Butte Mutual Canal Company as provided for under Idaho law. The place of use is generally located within T6S, R9E; T6S, R10E; T7S, R9E; and T7S, R10E, B.M.



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STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
NOV 10 2022
DEPARTMENT OF
WATER RESOURCES

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

Designated Applicant GLOBAL AG PROPERTIES II USA LLC

(Select one owner – see item 1A on the application)

Water Right No. 2-2262

(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.**

MINIMUM REQUIREMENT CHECKLIST

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

Yes

- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank*.
- ☒ 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.
- ☒ Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.

Attachment N/A Yes

- | | | | |
|----|-------------------------------------|-------------------------------------|--|
| 1A | ☐ | ☒ | Signatures and contact information for all owners of the water right to be leased or sold on this application. |
| 1B | ☐ | ☒ | An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant. |
| 1C | ☒ | ☐ | <i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov). |
| 1D | ☐ | ☒ | 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 | ☐ | ☒ | Description of a water right portion offered to the Water Supply Bank. |
| 3 | ☐ | ☒ | 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 | ☒ | ☐ | Written consent from irrigation district or water delivery company. |
| 4G | ☐ | ☒ | 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>KT</u>	Date Received: <u>11/10/2022</u>	Receipt # <u>C114618</u>
W-9 received? Yes ☐ No ☐ (Route W-9 to Fiscal)		Name on W-9: <u>SCANNED</u>	

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2497

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 GLOBAL AG PROPERTIES II USA LLC

Mailing Address 2004 FOX DR STE L CHAMPAIGN, IL 61820-7346

Street

City

State

Zip Code

Email Address _____

Phone Number 2089083848

☒ 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 Greg Sullivan

Organization Brockway EGINEERING

Professional Title Engineer

Email Address greg.sullivan@brockwayeng.com

Mailing Address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301

Phone Number 208-736-8543

☐ 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.**

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STATE OF IDAHO
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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.
Existing pumps in Snake River, penstocks, mainlines and delivery system.

- 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. Portions of this water right have been under lease contract to the Idaho Water Supply Bank.

- 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.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?

If yes, describe.

Yes ☐ No ☒

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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: 2022 to 2024 (maximum lease period 5 calendar years).
(Year) (Year)

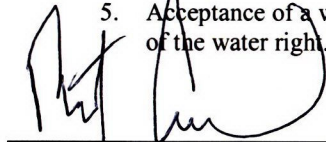
- B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

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

Bret Andersen

Printed Name

11-7-22

Date

Signature of Authorized Representative

Printed Name

Date

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

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**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> (cfs)	<u>Leased Volume</u> (af)	<u>Leased Acres</u> (ac)
2-2262	Irrigation	16.7	4,968	1,242.0
	Total Amounts:	16.7	4,968	1,242.0

2. Source of water Snake River tributary to Columbia River

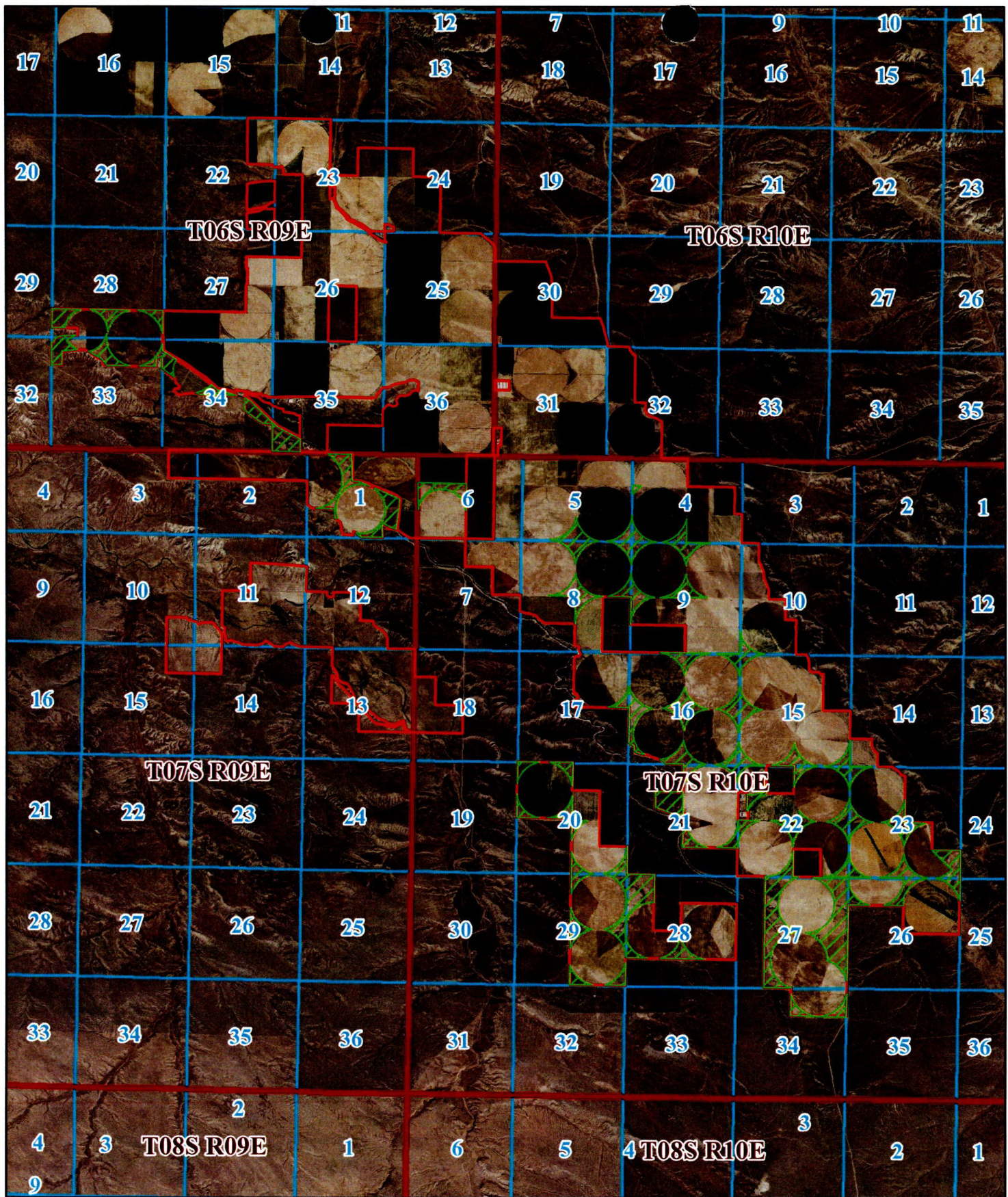
3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
5S	9E	4			NW	SW	Elmore

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Attachment 2



0 0.5 1 Miles

**GRINDSTONE BUTTE MUTUAL CANAL CO
LEASE ACRES 2022
NAIP 2021 AERIAL PHOTO**

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Legend AUG 17 2023

 Lease Acres

 2-2262





**STATEMENT OF
CHANGE, RESIGNATION OR TERMINATION
BY COMMERCIAL REGISTERED AGENT**
(see reverse for instructions)

The person identified below submits to the Secretary of State the following statement for the purpose of changing its commercial registered agent information on file with the Secretary of State.

1. The name of the commercial registered agent is:

Corporation Service Company

2. The address of the commercial registered agent currently on file is:

1303 12th Avenue Road, Nampa, ID 83686

3. Information on file that is to be changed:



The name or address of the agent has changed. The new name / address is:

1305 12th Avenue Road, Nampa, ID 83686



The type or jurisdiction of organization of the agent has changed. The new type or jurisdiction is:



The agent resigns from serving as agent for service of process for the entity listed below:

and the name and address of the person to which the agent will send notice at the represented entity:



The agent is no longer in the business of serving as a commercial registered agent in Idaho. The termination will take effect on the thirty-first day after the day on which this filing is received by the Secretary of State's office.

Signed: Jackie Smetana
Printed Name: Jackie Smetana
Capacity: EVP
Dated: 03/04/2022

Filing Office Use Only

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change_comm_reg_and
Revised 09/2012

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**WRITTEN CONSENT OF THE MANAGER
OF
Global Ag Properties USA, LLC, a Delaware Limited Liability Company**

January 1, 2022

The undersigned, constituting the manager (the “Manager”) of Global Ag Properties USA, LLC, a Delaware Limited Liability Company (the “Company”), does hereby consent pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act and Limited Liability Company Agreement of the Company, to the adoption of the following resolutions without a meeting on written consent:

Election of Officers

RESOLVED, that the individuals listed on Exhibit A attached hereto are elected to the office of the Company set forth opposite his/her respective names to serve in said capacity and to exercise such duties outlined herein, until their successor(s) shall be duly elected and qualified, unless he or she resigns, is removed from office or is otherwise disqualified from serving as an officer of the Company. The officers listed on Exhibit A are in addition to any officers previously appointed and reflected on the books and records of the Company as officers. In the event of any discrepancy between this Exhibit A and any such list of previously appointed officers, Exhibit A shall govern.

RESOLVED, that Exhibit A may be updated and amended by the Manager from time to time.

Assistant Vice President

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Assistant Vice President, is hereby authorized to access governmental documents relating to farm programs or water licenses associated with the agricultural properties owned by the Company.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Assistant Vice President, shall have the power to execute the management of the day-to-day administrative affairs associated with agricultural properties owned by the Company including applying for and administering all governmental permits, preparing and making all governmental filings required for activities undertaken on such agricultural properties, administering compliance with applicable governmental requirements, filing and releasing liens, endorsing and handling crop sale payments, collecting rent, negotiating lease terms, and any other like duties that the Manager or such officer may, in its sole discretion, deem reasonably necessary in furtherance thereof.

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Vice President

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Vice President, is hereby authorized to access governmental documents relating to farm programs or water licenses associated with the agricultural properties owned by the Company.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto with the title Vice President, shall have the power to execute the management of the day-to-day administrative affairs associated with agricultural properties owned by the Company including applying for and administering all governmental permits, preparing and making all governmental filings required for activities undertaken on such agricultural properties, administering compliance with applicable governmental requirements, filing and releasing liens, endorsing and handling crop sale payments, collecting rent, negotiating lease terms, and any other like duties that the Manager or such officer may, in its sole discretion, deem reasonably necessary in furtherance thereof.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto with the title Vice President, shall have the power to execute agricultural leases and property management agreements on behalf of the Company.

Executive Vice President

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Executive Vice President, is hereby authorized to access governmental documents relating to farm programs or water licenses associated with the agricultural properties owned by the Company.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto with the title Executive Vice President, shall have the power to execute the management of the day-to-day administrative affairs associated with agricultural properties owned by the Company including applying for and administering all governmental permits, preparing and making all governmental filings required for activities undertaken on such agricultural properties, administering compliance with applicable governmental requirements, filing and releasing liens, endorsing and handling crop sale payments, collecting rent, negotiating lease terms, and any other like duties that the Manager or such officer may, in its sole discretion, deem reasonably necessary in furtherance thereof.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto with the title Executive Vice President, shall have the power to execute

SCANNED

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agricultural leases and property management agreements on behalf of the Company.

RESOLVED, that any officer of the Company listed in Exhibit A attached hereto, with the title Executive Vice President hereby is authorized, empowered and directed, for and on behalf of the Company, to take any and all actions, to negotiate for and enter into loan or other agreements and amendments to loan or other agreements, to perform all such acts and things, to execute, file, deliver or record in the name and on behalf of the Company, all such certificates, instruments, agreements or other documents, and to make all such payments as they, in their judgment, or in the judgment of any one or more of them, may deem necessary, advisable or appropriate in order to carry out the purpose and intent of, or consummate the transactions contemplated by, the foregoing resolutions, the authorization therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements or documents by such officer(s).

Other

FURTHER RESOLVED, that all actions previously taken by any officer of the Company listed in Exhibit A attached hereto, in the name or on behalf of the Company in connection with the matters contemplated by the foregoing resolutions, and consistent with the foregoing resolutions, be, and each of the same hereby is, adopted, ratified, confirmed and approved in all respects as the act and deed of the Company.

FURTHER RESOLVED, that any and all actions taken by an officer of the Company listed in Exhibit A attached hereto, which are inconsistent with the foregoing resolutions, are hereby rescinded and replaced with these resolutions effective immediately.

The Secretary of the Company is hereby directed to file a signed copy of this Consent in the minute book of the Company.

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IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first written above.

Global Ag Properties USA, LLC
By: Nuveen Alternatives Advisors, LLC
Its: Manager



By: _____

Name: Lynsey Parker
Title: Vice President

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AUG 7 2023

EXHIBIT A
Officers of the Company

Name	Title
Davies, R. Martin	Executive Vice President
Nelson, Duane R.	Executive Vice President
Robinson, Michael	Executive Vice President
Stockburger, Michael	Vice President
Harrison, Wade R.	Vice President
Mitchell, Scott	Assistant Vice President
Norman, Drake	Vice President
Neri, Phil	Assistant Vice President
Decker, Eric W.	Vice President
Lakamp, Douglas J.	Vice President
Coelho, Mark	Vice President
Fornoff, Carole A.	Vice President
Lu, Frank	Vice President
Hauss, Brian	Vice President
Piggot, Steven	Vice President
Parker, Matthew	Vice President
Pooler, Eric	Vice President
Schaefers, Rich	Vice President
Spencer, Leta	Vice President
Andersen, Bret	Vice President
Sorena, Vincent	Vice President

SCANNED

AUG 17 2023

WSB Mailing Checklist for Leases

Instructions: Staple to outside of lowest numbered water right file during processing.

Key: Who Completes What?

CLERICAL STAFF: MK

REVIEWER: *gmh*

Received Date 11/10/2022

Desired Lease Duration 2022-2024

Lease / Rental Package Y (N)

If yes, Renter Name: _____

Application # 2497 Contract # 1623

WR#s	#
	<u>2-2262</u>
#	#
#	#
#	#
#	#
#	#
#	#
#	#

Applicant Authorized?	<u>(Y)</u> / N
Multiple owners, Attach 1A included?	Y / N <u>(NA)</u>
If portion is offered, Attach 2 included?	<u>(Y)</u> / N NA
Map of POU and POD?	<u>(Y)</u> / N NA
POD Consent (if required)?	Y / N <u>(NA)</u>
Application Complete?	<u>(Y)</u> / N
Minimum checklist in data base?	☒
Request for additional information letter sent:	Y NA
WSB Action Request for deficiencies	☐

Stacked Water Rights Need to be Leased? ☐

If checked, list water rights: _____

If the WR owner provided a different address on the application than what's in our database, update address in workflow.

Mailings (per lease application)	CC	Original	
Designated Applicant: <u>Global Ag Properties II USA LLC</u>	☐	☐	EMAIL: _____
Attorney: _____	☐	☐	EMAIL: _____
Consultants Name: <u>Greg Sullivan-Brockway Engineering</u>	☐		Comments: <u>prev contract #1414</u>
Watermaster: _____	☐		
Delivery Entity: _____	☐		
Water District: _____	☐		
Ground Water District: _____	☐		
Region: _____	☐		
Other: _____	☐	☐	
Address: _____			

T-11TPH
P40-30
P41-30

Call up Date: 12-30-22

DO NOT SCAN



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 Gary Spackman

January 4, 2023

GLOBAL AG PROPERTIES II USA LLC
2004 FOX DR STE L
CHAMPAIGN IL 61820-7349

RE: WATER SUPPLY BANK LEASE CONTRACT 1623-FOR WATER RIGHT 2-2262

Dear Lessor:

Water right **2-2262** was be leased into the Water Supply Bank (Bank) as of January 1, 2022, 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 rights will automatically be released from the Bank on **December 31, 2024**, unless the rights are released earlier by the Water Resource Board (Board). On behalf of the Board, the Department of Water Resources (Department) can evaluate an early release of the lease contract upon your request. 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 have been rented or are being considered for a future rental. Furthermore, it is at the discretion of the Department whether or not a water right can be released early from a lease contract.**

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

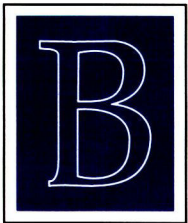
Sincerely,

Water Supply Bank

Enclosure: Executed Lease Contract

c: IDWR- Western Region Office
Water District No. 02
Brockway Engineering, PLLC

SCANNED
AUG 17 2023



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

December 20, 2022

Mary Condon
Idaho Water Supply Bank
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: 2-2262

Dear Ms. Condon:

Global Ag Properties II USA LLC has signed lease contract No. 1623 and desires the Idaho Water Supply Bank to continue to process the lease contract.

Please copy our office on all correspondence regarding this application.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Bret Anderson via email
Enc: Signed Lease Contract No 1622

RECEIVED
DEC 23 2022
DEPARTMENT OF
WATER RESOURCES

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

SCANNED
AUG 7 2023

Hersley, Jean

From: Hersley, Jean
Sent: Wednesday, December 14, 2022 3:38 PM
To: Whitney, Rob
Subject: WSB Lease for 2-2262
Attachments: Lease Contract - 1623.docx; Lease Application Review Checklist July 2017.xls

Please let me know if you have any comments or concerns with the attached lease. Thank you.



*Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942*

SCANNED
AUG 17 2023

WATER SUPPLY BANK
Lease Review Checklist
Applicant(s) Name: Global Ag Properties II

Memo Date: 12/14/2022

Water Right Number(s): 2-2262

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)			
2	Reason for lease of water rights (Brief description of lease proposal in narrative)			
	Portion of right	x		
	All of right			
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		
	Other (explain in comments)			
6	Water Right validity			
	Decreed/Licensed/Statutory claim date (write in comments section)			2008
	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		
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			
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	Narrative: The Department received this application on November 10, 2022. The applicant wishes to place 1242.0 acres in the Bank for the 2022-2024 season. This water right was decreed in 2008 and the acres that are being offered to the Bank have either been irrigated or in the Bank since 2008. There are no issues with forfeiture. This right overlaps 1432.0 acres with 2-10579, owned by Farm Development Co. Water Right 2-10579 was split from 2-2262. No land was conveyed, acres, rate and volume only. Water right 2-2262 is limited to the irrigation of 12,000 acres. Farm Development Co. does not have to place 2-10579 in the Bank since the acres could be different acres. This right is currently within WD 2.			

SCANNED
AUG 17 2023



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 Gary Spackman

November 18, 2022

GLOBAL AG PROPERTIES II USA LLC
2004 FOX DR STE L
CHAMPAIGN IL 61820

**RE: APPLICATION(S) TO LEASE WATER RIGHT NO(S). 2-2262 TO THE WATER
SUPPLY BANK**

Dear Applicant:

The Idaho Department of Water Resources (Department) acknowledges receipt of the application(s) to lease the above referenced water right(s) to the Idaho Water Resource Board's Water Supply Bank (Bank). The Department will review your application as resources allow. If the application(s) is not processed prior to the end of the proposed lease period, it will be returned to the applicant. The Department regrets any inconvenience caused by the delay.

If the right(s) is determined to be eligible for acceptance into the Bank, the right will be entered as of the date of receipt of the application. The acceptance date may be adjusted if additional information is required.

Please note the forfeiture period is not tolled unless a right is accepted into the Bank, or unless an exception or defense to forfeiture applies as described under Idaho Code § 42-223. If forfeiture is a concern, you may consider filing an Application for Extension of Time to Avoid Forfeiture of a Water Right form. This and other water right forms are available from the Department's web site at www.idwr.idaho.gov.

If you have any questions, please contact me at (208) 287-4822.

Sincerely,

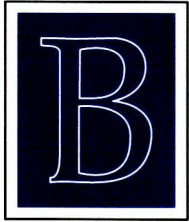
A handwritten signature in black ink, appearing to read "Mackenzie Kienholz".

Mackenzie Kienholz
Water Supply Bank Specialist

c: Greg Sullivan – Brockway Engineering

Enclosure: Receipt #C114618

SCANNED
AUG 17 2023



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

NOV 10 2022

DEPARTMENT OF
WATER RESOURCES

November 7, 2022

Mary Condon
Idaho Water Supply Bank
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: Global Ag Properties II USA LLC

Dear Ms. Condon:

Global Ag Properties II USA LLC desires to lease a 1,242.0 acre portion of water right 2-2262 for the years 2022, 2023 and 2024. Portions of this water right have been leased into the Idaho Water Supply Bank since 2006.

Please copy our office on all correspondence regarding this application.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Bret Anderson

Enc: Lease Application, Aerial Map, W-9 Form, Statement of Change, Resignation or Termination by Commercial Registered Agent, Brockway Engineering Check# 17100 for \$250.00

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

SCANNED
AUG 17 2023

2497