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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1627

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

LESSOR: BROWN BRAVO II LLC
1 EMBARCADERO CTR STE 3860
SAN FRANCISCO, CA 94111-3727

RECEIVED
Feb 13, 2023
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 October 31, 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)
13-7068	12/14/1973	GROUND WATER	1.14	345.9	153
Combined Limit Totals			**1.14**	**345.9**	**153**
Combined Lease Totals			**1.14**	**345.9**	**153**

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, 2023 to December 31, 2026. 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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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1627

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
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1627

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

LESSOR: BROWN BRAVO II LLC
1 EMBARCADERO CTR STE 3860
SAN FRANCISCO, CA 94111-3727

By Patrick Trainor
Title Authorized Officer
Date 2/6/2023

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

By _____ Date 2/15/23
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR _____ Date 2/15/23

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1627

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): 13-7068

GROUND WATER SENE Sec. 7 Twp 10S Rge 40E CARIBOU County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
13-7068	IRRIGATION	05/01	to	10/01	1.14 cfs	345.9 AF
				Totals:	1.14 cfs	345.9 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	
10S	40E	7	36			39									39			39	153

Total Acres: 153

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.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1627

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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MAR 18 2021

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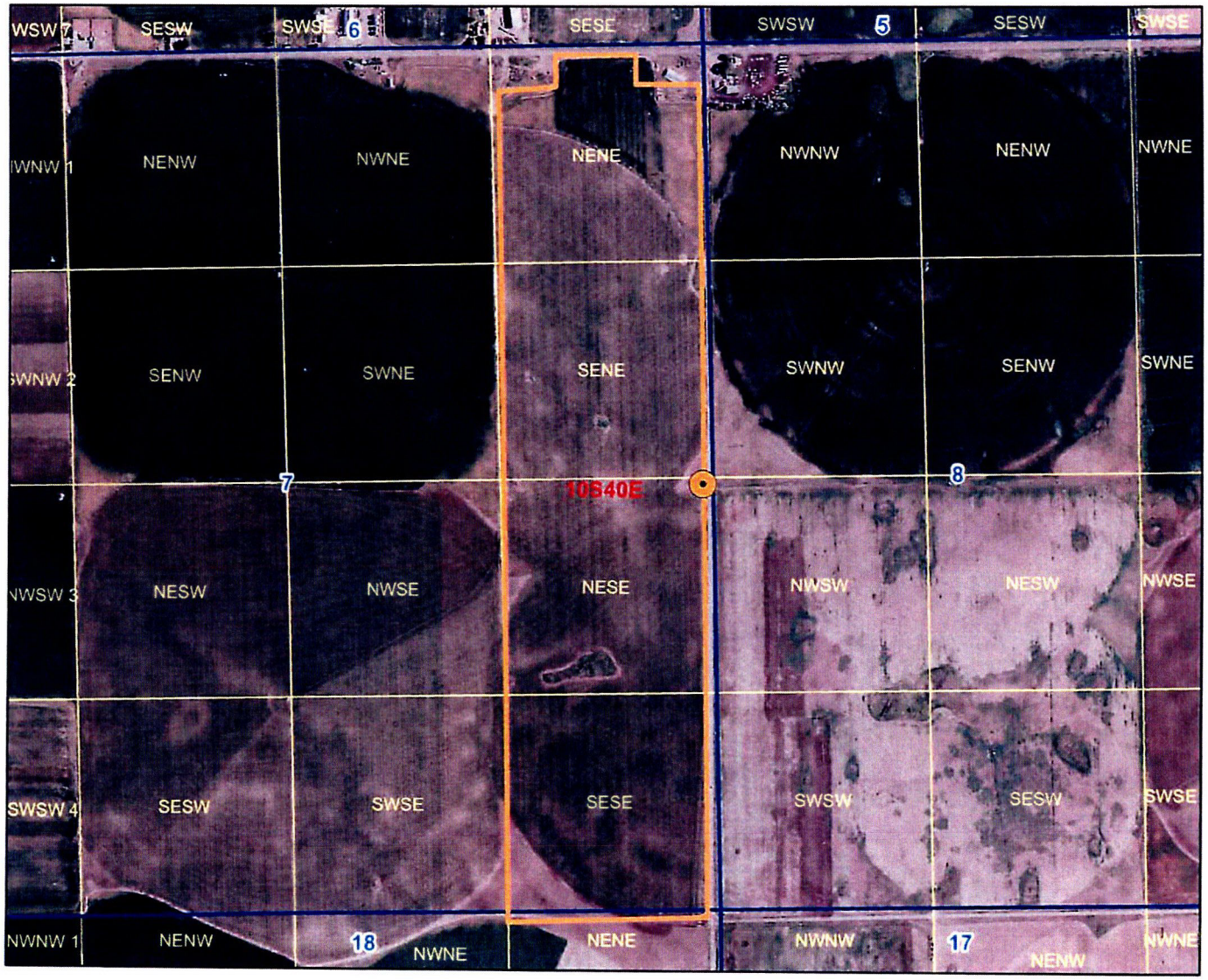
Idaho Water Resource Board

Water Supply Bank Lease Contract No. 1627

13-7068

Effective until December 31, 2026

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

N

Feet

0 500 1,000

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MAR 18 20[illegible]

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
OCT 31 2022
DEPARTMENT OF WATER RESOURCES

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

Designated Applicant Brown Bravo II, LLC
(Select one owner – see item 1A on the application)

Water Right No. 13-7068
(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 *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	☑	☐	*Notice of Change in Water Right Ownership* 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 $ 250.00	Received By: KL	Date Received: 10.31.22	Receipt # C114516
W-9 received? Yes ☑ No ☐ (Route W-9 to Fiscal)		Name on W-9: Brown Bravo II, LLC	

2482

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MAR 18 2023

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 Brown Bravo II, LLC c/o Patrick Trainor

Mailing Address One Embarcadero Center, Suite 3860, San Francisco, CA 94111
Street City State Zip Code

Email Address brown.bravo.ii@homesteadcapital.com Phone Number 415-369-9920

☑ 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 Skye Root Organization Root Agricultural Advisory

Professional Title Owner Email Address skye@rootagadvisory.com

Mailing Address 2854 S. Featherly Way, Suite 104 Boise, ID 83709 Phone Number 208-908-3848

☐ 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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MAR 18 2022

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.
Groundwater well with electrical pump.

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. Applicant has acquired shares of stock from Last Chance Canal COmpany that will be used to irrigate the current place of use going forward.

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. Irrigation rate of approximately 2 acre feet/irrigated acre/year has been applied to produce potatoes and barley.

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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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: 2023 (Year) to 2026 (Year) (maximum lease period 5 calendar years).

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	Printed Name	Date
Patel Trainor	Patrick Trainor	10-27-2022
Signature of Authorized Representative	Printed Name	Date
	Skye Root	10-27-22

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

SCANNED
NOV 18 2022

RECEIVED
DEC 15 2022
DEPARTMENT OF
WATER RESOURCES

FARM LEASE

This Farm Lease ("**Lease**") is entered into effective as of the 27th day of March 2019 ("**Effective Date**") between Brown Bravo II, LLC ("**Landlord**") and Stoddard Farms, Inc. ("**Tenant**"). In consideration of the mutual promises, covenants, conditions, and agreements hereinafter set forth, Landlord and Tenant, intending to be legally bound hereby, agree as follows:

Section 1. Agreement to Lease

1.1 Leased Property. Landlord leases to Tenant, and Tenant leases from Landlord, the real property described in Exhibit A hereto (the "**Real Property**"), water rights associated with the Real Property as described in Exhibit B hereto (the "**Water Rights**"), and the personal property described in Exhibit C hereto (the "**Personal Property**") (collectively the "**Leased Property**"). This Lease excludes any interest in oil, gas, or other minerals, hunting and outdoor recreation rights, and solar and wind energy rights, all of which are reserved for Landlord.

1.2 Purpose. This Lease is for the express purpose of growing and harvesting crops from the Leased Property and for such uses as are reasonably incident thereto. Tenant shall not use the Leased Property for any other purpose without Landlord's prior written consent.

1.3 No Partnership. No partnership or joint venture is created or intended to be created between Landlord and Tenant in connection with this Lease, and Landlord will have no obligation with respect to Tenant's debts or other liabilities and no interest in Tenant's profits.

Section 2. Term

2.1 Term. The term of this Lease ("**Term**") shall begin on the Effective Date and shall expire on December 31, 2026 unless terminated earlier pursuant to the provisions of this Lease.

Section 3. Rent; Guaranty.

3.1 Base Rent. [redacted]

3.2 Payment. [redacted]

3.3 Late Payment Penalty. [redacted]

3.4 Security Interest. [redacted]

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Section 4. Landlord Obligations.

4.1 Taxes and Assessments. [redacted]

4.2 Maintenance. [redacted]

4.3 Loss Replacement. Landlord will replace or repair as promptly as is reasonable under the circumstances any Personal Property used by Tenant that may be destroyed or damaged by fire, flood, or other cause beyond the control of Tenant.

4.4 Possession. So long as Tenant timely pays Rent and performs and observes all other terms and conditions of this Lease, Tenant will at all times during the Term of this Lease peaceably and quietly have the possession, use, and enjoyment of the Leased Property without any disturbance from Landlord or from any other person claiming through Landlord.

Section 5. Tenant Obligations.

5.1 Taxes and Assessments. [redacted]

5.2 Farming Practices. Tenant will farm, cultivate, maintain, operate, and use the Leased Property consistent with the best agricultural practices employed by the farming industry in the area where the Leased Property is located. Tenant will refrain from practices that will cause erosion to the Leased Property in excess of local standards. Tenant will utilize the Leased Property in compliance, at all times, with all federal, state, and other governmental laws, regulations, statutes, ordinances, and directives which may now or hereafter apply to the Leased Property or Tenant's use of the Leased Property; including, but not limited to those related to (a) hazardous or toxic materials; (b) pollution control; (c) environmental and conservation matters, regardless of whether such requirements are part of a government subsidy program; (d) water use, surface water, groundwater, wetlands, waterways or watersheds (e) pesticides, herbicides, fertilizers or chemicals; (f) record keeping and reporting; (g) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency; (h) the Endangered Species Act; (i) the Clean Water Act; or (j) storage and use of fuel and oil on the Leased Property. Tenant further agrees to use only federal and state approved pesticides, fertilizers and chemicals, with such use to be in strict compliance with federal, state and locally permitted concentrations, and in compliance with all manufacturers label instructions, agricultural use requirements, precautionary statements and warnings. Tenant will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons who may enter upon the Leased Property; will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner; and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Property.

5.3 Harvesting of Crops. Tenant will harvest all crops in proper season. A failure to do so will constitute breach of this Lease, in which case Landlord may (a) terminate this Lease by providing written notice of termination to Tenant, and/or (b) enter upon the Leased Property and properly care for and harvest said crops, and charge the cost to Tenant as Additional Rent.

5.4 Maintenance. [redacted]

SCANNED MAR 18 2020

[redacted]

5.5 Annual Report. Between the conclusion of each farming season and the following first day of February, Tenant will furnish to Landlord a signed written report of the farming operations for that farming year containing the following information:

(a) Number of acres planted to each crop and number of acres set aside for participation in any government program, to be reported on a map of the Leased Property drawn to scale showing the location and area of each use.

(b) Average yield per acre for each crop harvested and for each cutting of alfalfa and total benefit payments received from participation in any government farm program.

(c) Kind and quantity per acre of any fertilizer applied and identification of the land area on which it was applied.

(d) Kind and quantity per acre of herbicide and pesticide applied and identification of the land area on which it was applied.

(e) Any soil tests conducted during the crop year and identification of the land area on which the soil test information applied.

5.6 Utilities. [redacted]

5.7 Water Rights. Tenant will comply with the terms and conditions of the Water Rights and maintain such water rights in good standing in accordance with applicable law. Tenant acknowledges and agrees that, before entering this Lease, it has conducted any due diligence it deems necessary with respect to the Water Rights and the terms, conditions, and charges associated with the use of such rights. Landlord does not guarantee a continuous or adequate water supply, and Tenant accepts the risk of any water shortages. Tenant will comply with all water diversion restrictions imposed by any ground water district, irrigation district, canal company, or other irrigation entity. If the irrigation entity imposes any penalty as a result of Tenant's diversions of water under the Water Rights, Tenant will pay such penalty to the entity.

5.8 [redacted]

[redacted]

5.9 Indemnification. [redacted]

5.10 Insurance. [redacted]

5.11 Subordination and Attornment. [redacted]

5.12 [redacted]

Section 6. Government Programs

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MAR 18 2020

6.1 Crop Production & Soil Conservation Programs. [redacted]

6.2 Agricultural Crop Bases. The Real Property is presently subject to crop bases for the growing of specified crops under regulations of the United States Department of Agriculture. Tenant covenants and agrees that it will perform every act necessary and proper to maintain such crop bases and any other crop bases which may, at any time during the Term, be established for the growing of crops upon the Real Property so that such crop bases will be undiminished and without penalty in future years.

Section 7. Default; Remedies

7.1 Tenant Default. [redacted]

7.2 Termination upon Tenant Default. [redacted]

7.3 Reentry by Landlord. If this Lease is terminated by reason of Tenant's default, Landlord may immediately reenter and resume possession of the Leased Property and remove all persons and property therefrom by reasonable and necessary force without being liable for any damages therefor.

7.4 Right to Relet. [redacted]

7.5 Measure of Damage. In the event this Lease is terminated by reason of Tenant's default, Tenant will pay to Landlord the following:

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(a) All expenses incurred by Landlord in recovering possession of the Leased Property, all reasonable costs and charges for the care and maintenance of the Leased Property while vacant, and all reasonable costs and charges for reletting the Leased Property, which shall be due and payable by Tenant to Landlord at such time such expenses are incurred by Landlord.

(b) A sum equal to the amount of all Rent due under this Lease less fifty percent (50%) of the net Rent, if any, collected by Landlord on reletting the Leased Property, which shall be due and payable by Tenant to Landlord on the dates on which the Rent reserved in this Lease would have become due and payable.

(c) All other damages incurred by Landlord.

(d) Reasonable attorneys' fees incurred by Landlord as a result of Tenant's default.

(e) Interest on the aforesaid sums, from the dates due, at the rate of eighteen percent (18%) per annum.

Section 8. Representations and Warranties

[redacted]

Section 9. Capital Improvements

[redacted]

Section 10. Surrender of Leased Property

10.1 Possession. Upon termination of this Lease, Tenant will peaceably surrender possession of the Leased Property to Landlord without further demand or notice.

10.2 Removal of Portable Buildings. Tenant shall have the right to remove from the Leased Property any portable buildings that Tenant places upon the Leased Property at Tenant's own expense. Such moving must be completed by termination of the Lease unless additional time is granted in writing by Landlord. Landlord will in no way be responsible for property owned by Tenant. If such property is not removed, it will be considered abandoned and Tenant shall claim no further interest in it except by written agreement between Landlord and Tenant. Any expenses incurred by Landlord to remove property abandoned by Tenant shall be charged to Tenant as Additional Rent.

10.3 Holdover. [redacted]

10.4 Right of Entry. Landlord reserves the right to enter the Leased Property at any reasonable time to inspect the property and make improvements as Landlord deems necessary. Upon notice of

SCANNED MAR 18 2020

termination of this Lease, Tenant agrees to permit Landlord or Landlord's Tenant or agent to enter the Leased Property to do customary operations.

Section 11. General Provisions.

11.1 Entire Agreement. This Lease sets forth the entire understanding and statement of the relationship between the parties and supersedes, and hereby renders null and void, all previous or contemporaneous oral or written proposals, negotiations, arrangements, understandings, agreements, guidelines, representations, warranties, terms, conditions, covenants, and any other communication between the parties, including their respective officers, employees, agents, or affiliates, relating to the subject matter of this Lease.

11.2 Amendment. No amendment, change, or modification of any of the terms, provisions, or conditions of this Lease shall be effective unless such amendment is clearly identified as an amendment to this Lease, made in writing and signed by authorized personnel of both Landlord and Tenant.

11.3 Waiver by Landlord. The failure of Landlord to enforce any term, covenant, condition, or agreement hereof by reason of its breach by Tenant after notice thereof is given shall not be deemed to avoid or affect the right of Landlord to enforce the same term, covenant, condition, or agreement on the occasion of a subsequent default or breach.

11.4 Assignment. [redacted]

11.5 Notices. All statements, invoices, payments, notices, demands, requests, and payments from one party to another shall, unless otherwise specified herein, be (a) delivered personally, (b) sent by certified mail or reliable overnight courier service, postage prepaid, to the addresses stated below, or (c) sent by email to the addresses stated below. Notice sent by certified mail shall be deemed delivered three (3) days after deposit in the United States mail. Notice sent by email shall be deemed delivered only if the designated recipient acknowledges receipt thereof via a reply email (not to include auto-reply emails).

(a) **To Landlord:** Skye Root
2854 S. Featherly Way, Suite 104
Boise, ID 83709
skye@rootagadvisory.com

with a copy to: Brown Bravo II, LLC
101 Mission Street, Suite 505
San Francisco, CA 94104
brown.bravo.ii@homesteadcapital.com

(b) **To Tenant:** Stoddard Farms, Inc.
1986 One Mile Rd.
Grace, ID 83241
jason@stoddardfarms.com

11.6 Legal Advice. Each party has received or had ample opportunity to receive independent legal advice from its attorneys with respect to the advisability of executing this Lease and the meaning of the provisions of this Lease and fully understands this Lease. The provisions of this Lease shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question regardless of which party performed the drafting hereof.

SCANNED

[redacted]

[Signatures on following page]

SCANNED

BROWN BRAVO II, LLC:

By: Patrick Trainor

Name: PATRICK TRAINOR

Title: AUTHORIZED OFFICER

STODDARD FARMS, INC.:

By: Jason G. Stoddard

Name: JASON G. STODDARD

Title: CO-OWNER

Exhibit A – Leased Property

Exhibit B – Water Rights

Exhibit C – Personal Property

SCANNED

EXHIBIT A

Leased Property

Part of the E 1/2 of the E 1/2 of Section 7, Township 10 South, Range 40 East Boise Meridian, Caribou County, Idaho described as follows:

Beginning at the Southeast corner of said Section 7;
Thence, N 88' 49' 13" W 1318.37 feet;
Thence, N 00' 05' 09" E 5313.58 feet;
Thence, S 69' 29' 56" E 674.04 feet along the Northerly line of said section;
Thence, S 00' 02' 30" W 198.00 feet;
Thence, S 89' 29' 58" E 440.00 feet to the Easterly line of said section;
Thence, S 00' 02' 30" W 2458.96 feet along the Easterly line of said section to the East 1/4 corner of said section;
Thence, S 00' 02' 29" W 2672.27 feet along the Easterly line of said section to the Point of Beginning;

Parcels Contains 158.77 Acres

SCANNED

EXHIBIT B

Water Rights

- 300 shares in the Last Chance Canal Company, Limited
- 300 shares in the North Extension Canal Co., Ltd.

SCANNED

EXHIBIT C

Personal Property

All wells, irrigation equipment, pipes, electrical service, water inlets, and any and all equipment owned by Landlord and used for the irrigation of crops on the property.

PERSONAL PROPERTY NOT INCLUDED:

The Personal Property does not include the existing parts and materials for the hay barn located on the Leased Property.

SCANNED

RE: Brown Bravo II Lease to IDW[redacted]

HB Howe, Bob
To Jim Redmond

Reply | Reply All | Forward | ...

Thu 12/15/2022 10:47 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Jim,
It looks like it was getting sent over to my junk mail for some reason.
The document you submitted establish a lease agreement with Stoddard Farms Inc. and makes mention of the canal company shares. I will save it to your lease file documents. This is adequate for the lease into the water bank. Thank you for taking the time to make sure we received it.
Have a great day.
Sincerely,

Bob Howe
Water Resource Agent
Phone: 208-287-4847
Bob.howe@idwr.idaho.gov
IDAHO DEPARTMENT OF WATER RESOURCES

From: Jim Redmond <jim@rootagadvisory.com>
Sent: Thursday, December 15, 2022 10:21 AM
To: Howe, Bob <Bob.Howe@idwr.idaho.gov>
Subject: FW: Brown Bravo II Lease to IDWR

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Please confirm when you receive.

Jim

From: Jim Redmond
Sent: Wednesday, December 14, 2022 8:48 AM
To: Bob.howe@idwr.idaho.gov
Subject: Brown Bravo II Lease to IDWR

Bob,

Attached is the lease we have with the Stoddard's on the Brown Bravo II Farm. I hope this answers your questions. If not please let me know and I will get it. I did redact a fair amount with items which should have no bearing on our discussion. If I was too aggressive and there is something specifically I went overboard on please let me know. Please confirm you received.

Thank you,

Right-click or tap and hold here to download pictures. To help prot...

Jim Redmond
VP Row Crops
(509) 989-7381 | jim@rootagadvisory.com
https://rootagadvisory.com/
2854 S. Featherly Way, Ste 104, Boise, ID 83709
Brokerage - Farm Management - Consulting - Biologicals

SCANNED

RECEIVED
NOV 0 3 2022
Department of Water Resources

HOMESTEAD CAPITAL USA FARMLAND FUND II UGP, LLC

APPOINTMENT AND AUTHORIZATION OF CERTAIN PERSONS TO TAKE CERTAIN ACTIONS

Homestead Capital USA Farmland Fund II UGP, LLC, ("Fund II UGP") as Managing Member of Homestead Capital USA Farmland Fund II GP, LP, which is the General Partner of Homestead Capital USA Farmland Fund II, LP, and Homestead Capital USA Farmland Fund II AIV, LP, which are the Managing Members of Happy Valley USA II, LLC and Happy Valley USA II AIV, LLC, respectively, which are the Members, Managers, and/or Managing Members of various existing or to-be-formed asset owning entities, hereby takes the following actions and adopts the following resolutions pursuant to Section 7 of the Operating Agreement of Homestead Capital as of February 1, 2018:

I. APPOINTMENT AND AUTHORIZATION OF PERSONS

WHEREAS, the Managing Members of Fund II UGP are each of Gabe Santos and Daniel Little;

AND WHEREAS, pursuant to Section 7(a) of its Operating Agreement, all decisions of Fund II UGP shall be made jointly by its Managing Members;

AND WHEREAS, pursuant to Section 7(b) of its Operating Agreement, Fund II UGP has the authority to appoint such persons to carry out such functions as Fund II UGP's Managing Members determine;

RESOLVED, that the following persons:

Patrick Trainor

Peter Susko

acting individually or collectively with either or both of the Managing Members, are hereby appointed and authorized to enter into any and all agreements and other documentation (so long as such agreements and documentation do not relate in any material respect to the purchase, sale or secured financing) relating to real and personal property owned or controlled by Happy Valley USA II, LLC, Happy Valley USA II AIV, LLC, or those existing or to-be-formed asset owning entities of which Happy Valley USA II, LLC and/or Happy Valley USA II AIV, LLC are Members, Managers, and/or Managing Members, to execute such documents and to perform such other acts as are required to effect the purpose(s) of such agreements;

FURTHER RESOLVED, that this Appointment and Authorization shall be effective as of February 1, 2018, and shall continue in effect until such time as their successor is duly appointed or until their earlier displacement by resignation, removal or otherwise;

SCANNED

FURTHER RESOLVED, that nothing in this Appointment and Authorization shall limit, or be construed to limit, the authority of Gabe Santos and Daniel Little, as the Managing Members of Fund II UGP, to amend or revoke this Appointment and Authorization in whole or in part at any time or to terminate the appointment and authorization of any person named herein at any time in accordance with the terms of the Operating Agreement.

This Authorization may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same consent.

IN WITNESS WHEREOF, the undersigned have executed this Appointment and Authorization of Certain Persons to Take Certain Actions as of the date first written above.

Homestead Capital USA Farmland Fund II UGP, LLC

By: Daniel Little
Its: Managing Member

By: Gabe Santos
Its: Managing Member

SCANNED

0004720869

STATE OF IDAHO

Office of the secretary of state, Lawerence Denney

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 #: 0004720869

Date Filed: 4/30/2022 12:28:19 AM

Entity Name and Mailing Address:

Entity Name:	BROWN BRAVO II, LLC
The file number of this entity on the records of the Idaho Secretary of State is:	0000551506
Address	1 EMBARCADERO CTR STE 3860 SAN FRANCISCO, CA 94111-3727

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:	W182403

The registered agent on record is:

Registered Agent	CT CORPORATION SYSTEM Commercial Registered Agent Physical Address 921 S ORCHARD ST STE G BOISE, ID 83705 Mailing Address 921 S ORCHARD ST STE G BOISE, ID 83705

Agent or Address Change

☐ Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	TItle	Business Address
~~PETER SUSKO~~	~~Manager~~	~~1 EMBARCADERO CENTER, SUITE 3860 SAN FRANCISCO, CA 94111~~
HAPPY VALLEY USA 11, L.L.C.	Member	1 EMBARCADERO CENTER, SUITE 3860 SAN FRANCISCO, CA 94111

The annual report must be signed by an authorized signer of the entity.

Job Title: Finance Manager

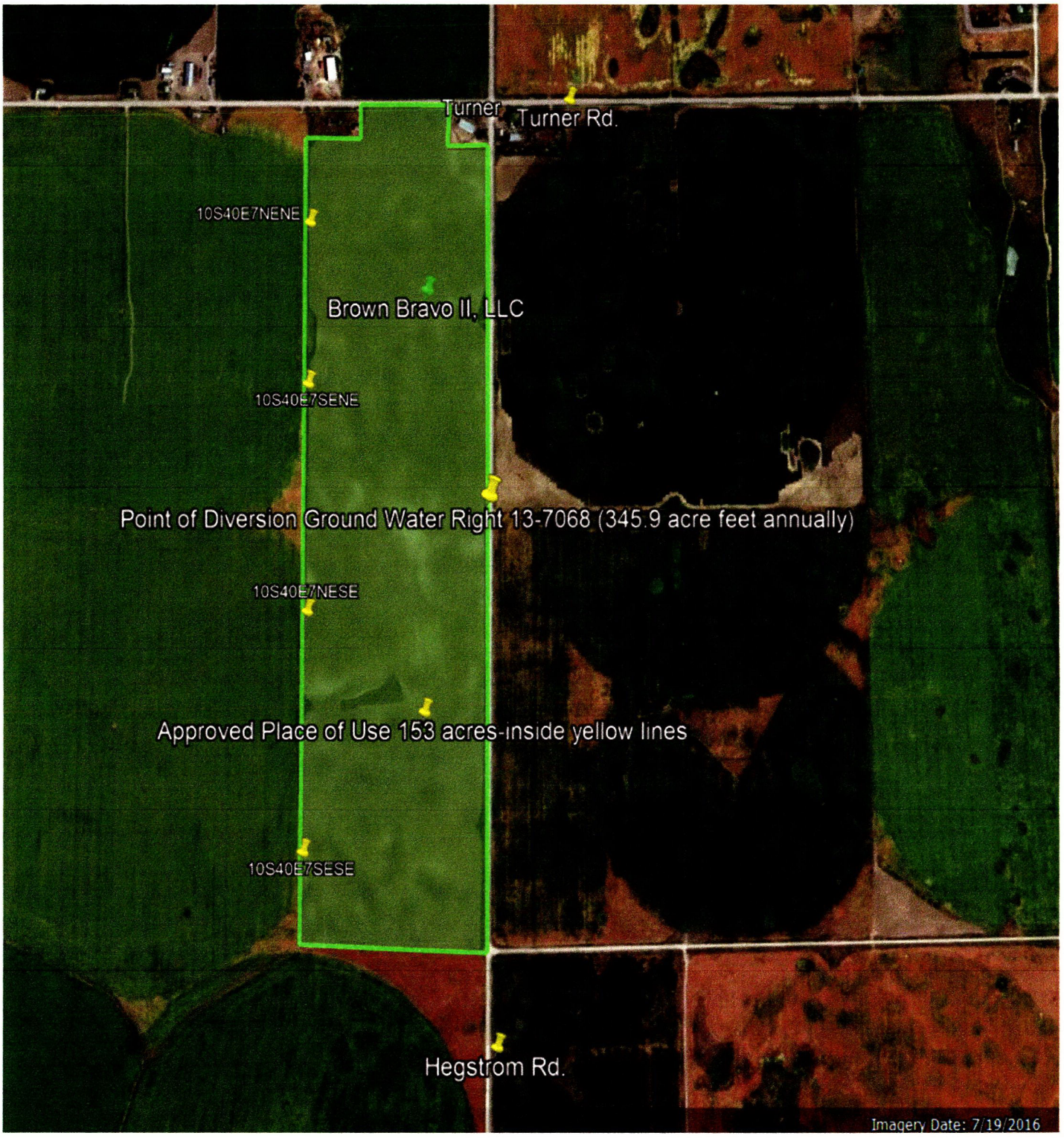
Annie Luong — Sign Here

04/29/2022 — Date

SCANNED

Page 1 of 1

B0704-8711 04/30/2022 12:28 AM Received by ID Secretary of State Lawerence Denney



Brown Bravo II, LLC

(Water Supply Bank Application Map)

Attachment #3

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:

Received Date 10/31/2022

Desired Lease Duration 2023-2026

Lease / Rental Package Y (N)

If yes, Renter Name: _____

Application # 2482 Contract # 1627

WR#s	# 13-7068
#	#
#	#
#	#
#	#
#	#
#	#

Applicant Authorized?	(Y) / N
Multiple owners, Attach 1A included?	Y / N (NA)
If portion is offered, Attach 2 included?	Y / N (NA)
Map of POU and POD?	(Y) / N NA
POD Consent (if required)?	Y / N (NA)
Application Complete?	(Y) / 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: Brown Bravo II LLC	☐	☐	**EMAIL:**
Attorney:	☐	☐	**EMAIL:**
Consultants Name: Skye Root - Root Agricultural Advisory	☐		**Comments:** prev contract 802
Watermaster: Craig Shuler	☐		
Delivery Entity:	☐		
Water District: WD 13T	☐		
Ground Water District: N/A	☐		
Region: Eastern	☐		
Other:	☐	☐	
Address:			

Call up Date: _____

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**

March 20, 2023

BROWN BRAVO II LLC
1 EMBARCADERO CTR
STE 3860
SAN FRANCISCO, CA 94111-3727

RE: WATER SUPPLY BANK LEASE CONTRACT 1627
FOR WATER RIGHTS 13-7068

Dear Lessor:

Water right(s) **13-7068** was/were leased into the Water Supply Bank (Bank) as of January 1, 2023, 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, 2026,** 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,

Amanda Johnson-Veibell
for
Water Supply Bank

Enclosure: Executed Lease Contract

c: IDWR- Eastern Office
Skye Root
Water District No. 13T

SCANNED
MAR 18 2023

Hersley, Jean

From: Maryellen Zeise <maryellen@rootagadvisory.com>
Sent: Monday, February 13, 2023 10:26 AM
To: IDWR File
Subject: Brown Bravo II - Application to Lease Water Rights
Attachments: 2023.02.06 Brown Bravo II Application To Lease Water Rights to Water Supply Bank_vExecuted.pdf

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi There,

Please see attached for Brown Bravo II - Application to Lease Water Rights. Thanks!

Maryellen

Maryellen Zeise
VP of Permanent Crops

(262) 385-3522 | maryellen@rootagadvisory.com
https://rootagadvisory.com/
2854 S. Featherly Way, Ste 104, Boise, ID 83709
Brokerage - Farm Management - Consulting - Biologicals

SCANNED

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 23, 2023

BROWN BRAVO II LLC
1 EMBARCADERO CTR STE 3860
SAN FRANCISCO, CA 94111-3727

RE: APPLICATION TO LEASE WATER RIGHTS 13-7068 TO THE WATER SUPPLY BANK CONTRACT 1627

******TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two 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 right will automatically be released from the Bank on **December 31, 2026,** unless the right is released earlier by the Board, or upon your request. To release the right 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,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosures: Proposed Lease Contracts

SCANNED

MEMORANDUM FOR APPLICATION

To: Brown Bravo II LLC, Root Ag Advisory, Craig Shuler-Watermaster-13T,
Re: Water Right 13-7068 Lease Application

From: Bob Howe

Date: 12/13/2022

Re: Review & Analysis of Application to Lease Water to the State Water Supply Bank

---

PURPOSE/NARRATIVE:
On October 31st, 2022, IDWR received a completed water supply bank lease application with fee payment from Brown Bravo II LLC for the full water right 13-7068 for 4yrs from 2023 to 2026.

AUTHORITY TO FILE:
The application for lease and the application fee was received on October 31st, 2022. The application for lease was signed by Patrick Trainor (designated applicant) and Skye Root of Root Ag Advisory (authorized representative-Brown Bravo II LLC). On November 3rd, 2022, we received documentation authorizing Patrick Trainor to sign on behalf of Brown Bravo II LLC. The authorization was signed by Gabe Santos, an authorized managing member of the parent company of Brown Bravo II LLC. There are no authority concerns on the lease application.

WATER RIGHT VALIDITY:
The applicant purposes leasing the entire water right 13-7068 totaling 1.14cfs and 345.9AF for irrigation use. The water right was previously leased into the water bank from 2018-2022. I emailed Skye Root (authorized representative for Brown Bravo II LLC) to inquire why the place of use did not appear idle some years. Jim Redmond (also of Root Ag Advisory) called me on December 13, 2022, explaining that Skye had forwarded him the email, so he could assist me from their office. Jim Redmond stated that the owner is leasing the place of use to Stoddard Farms Incorporated, who uses their Last Chance Canal Company shares to grow barley and potatoes.

INJURY TO OTHER WATER RIGHTS:
Lease of this water right would not cause injury to other water rights. However, documentation of irrigation canal shares to accommodate production and activity at the place of use, may be necessary to rent the water right. I checked the WMIS records for well usage data and the last entry was in 1998.

ENLARGEMENT OF USE:
In section 4-E of the application for lease the applicant stated, "Applicant has acquired shares of stock from Last Chance Canal Company that will be used to irrigate the current place of use going forward.", then in section 4-F the applicant identified water diverted for the beneficial use authorized by water right 13-07068 as, "Irrigation rate of approximately 2 acre-feet/irrigated acre/year has been applied to produce potatoes and barley." This was also stated on the previous application to lease this water right from 2018.

We have received no documentation regarding share ownership in the Last Chance Canal Company from Brown Bravo II LLC. In the past it does not appear as though the land in question has been idle. We need documentation detailing when and who's water is being used to ensure that no enlargement is occurring.

SCANNED

On a phone call with Root Ag Advisory on December 13th, 2022, Jim Redmond explained that the place of use is leased out to Stoddard Farms Incorporated, who has shares in the Last Chance Canal Company and uses canal water for production on the property. He further stated that the information on the application is otherwise correct. They offered to email me the farm lease.

On December 15th, 2022, I received an email from Jim Redmond containing the farm lease agreement between Brown Bravo II and Stoddard Farms, Inc. The farm lease document outlines an agreement for production of the place of use to Stoddard Farms beginning in March of 2019 through 2026. The farm lease states in exhibit B- Water Rights- "300 shares in the Last Chance Canal Co., Ltd. and 300 shares in the North Extension Canal Co., Ltd.", but **does not clearly state who owns the shares**. In exhibit C- Personal Property- "All wells, irrigation equipment, pipes, electrical service, water inlets, and any and all equipment owned by Landlord and used for the irrigation of crops on the property". On section 5.7 of the farm lease, it states that "the tenant will comply with terms and conditions of the water rights and maintain such water rights in good standing in accordance with applicable law". The documentation is adequate for accepting the lease into the water bank, but further clarification as to when shares were used and who owns the shares may be necessary for any future rental.

Water right 13-4114 partially overlaps the place of use, however, it is groundwater for domestic/stock water use in the NENE (where the well for 13-4114 is located). Domestic/stock water use does not affect the lease of ground water from 13-7068.

LOCAL PUBLIC INTEREST:
Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES:
The lease appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:
The POD is located in water district 13T, Bancroft-Lund. Water district 13T includes ground water rights within the district boundary shape except for small domestic and stockwater rights as defined under IC 42-111 and IC 42-1401A(11). Comments regarding the purposed lease were request from Watermaster Craig Shuler. No comments were received. It is assumed the water district has no concerns with the purposed lease.

SCANNED

RE: Brown Bravo II Lease [redacted] IDWR [redacted]

HB

Howe, Bob
To Jim Redmond

Reply | Reply All | F

Thu 12/1

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Jim,
It looks like it was getting sent over to my junk mail for some reason.
The document you submitted establish a lease agreement with Stoddard Farms Inc. and makes mention of the canal company shares. I will save it to your lease file docume
adequate for the lease into the water bank. Thank you for taking the time to make sure we received it.
Have a great day.
Sincerely,

Bob Howe
Water Resource Agent
Phone: 208-287-4847
Bob.howe@idwr.idaho.gov

IDAHO DEPARTMENT OF
WATER RESOURCES

From: Jim Redmond <jim@rootagadvisory.com>
Sent: Thursday, December 15, 2022 10:21 AM
To: Howe, Bob <Bob.Howe@idwr.idaho.gov>
Subject: FW: Brown Bravo II Lease to IDWR

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your a with any concerns.

Please confirm when you receive.

Jim

From: Jim Redmond
Sent: Wednesday, December 14, 2022 8:48 AM
To: Bob.howe@idwr.idaho.gov
Subject: Brown Bravo II Lease to IDWR

Bob,

Attached is the lease we have with the Stoddard's on the Brown Bravo II Farm. I hope this answers your questions. If not please let me know and I will get it. I did redact a items which should have no bearing on our discussion. If I was too aggressive and there is something specifically I went overboard on please let me know. Please confirm y

Thank you,

Right-click or tap and hold here to download pictures. To help prot...

Jim Redmond
VP Row Crops

(509) 989-7381 | jim@rootagadvisory.com
https://rootagadvisory.com/
2854 S. Featherly Way, Ste 104, Boise, ID 83709
Brokerage - Farm Management - Consulting - Biologicals

SCANNED

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**

November 3, 2022

BROWN BRAVO II LLC
C/O PATRICK TRAINOR
ONE EMBARCADERO CENTER
STE 3860
SAN FRANCISCO CA 94111

RE: APPLICATION(S) TO LEASE WATER RIGHT NO(S). 13-7068 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,

Mackenzie Kienholz
Water Supply Bank Specialist

c: Skye Root – Root Agricultural Advisory

Enclosure: Receipt #C114516

SCANNED

Kienholz, Mackenzie

From: Kienholz, Mackenzie
Sent: Thursday, November 3, 2022 10:18 AM
To: Skye Root
Subject: RE: Brown Bravo II LLC Water Supply Bank Rental Application #2482

Hi Skye,

This should be perfect. Thank you!

Best,
Mackenzie

From: Skye Root <skye@rootagadvisory.com>
Sent: Thursday, November 3, 2022 9:40 AM
To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>
Subject: FW: Brown Bravo II LLC Water Supply Bank Rental Application #2482

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Let me know if this doesn't work. Thank you!

Skye Root
Owner, Root Agricultural Advisory
(208) 908-3848

From: Patrick Trainor <patrick.trainor@homesteadcapital.com>
Sent: Thursday, November 3, 2022 7:06 AM
To: Skye Root <skye@rootagadvisory.com>
Cc: Jim Redmond <jim@rootagadvisory.com>; Dan Riewerts <dan.riewerts@homesteadcapital.com>; Tony Windham <tony.windham@homesteadcapital.com>; Maryellen Zeise <maryellen@rootagadvisory.com>
Subject: RE: Brown Bravo II LLC Water Supply Bank Rental Application #2482

This should work.

Patrick Trainor
Managing Director
Homestead Capital USA LLC
217-800-2745
patrick.trainor@homesteadcapital.com
www.homesteadcapital.com

From: Skye Root <skye@rootagadvisory.com>
Sent: Wednesday, November 2, 2022 11:00 PM
To: Patrick Trainor <patrick.trainor@homesteadcapital.com>
Cc: Jim Redmond <jim@rootagadvisory.com>; Dan Riewerts <dan.riewerts@homesteadcapital.com>; Tony Windham

SCANNED

<tony.windham@homesteadcapital.com>; Maryellen Zeise <maryellen@rootagadvisory.com>
Subject: FW: Brown Bravo II LLC Water Supply Bank Rental Application #2482

Patrick – I always forget to do this. Can you provide me the signing authority document for BBII, authorizing you to sign.

Thanks!

Skye Root
Owner, Root Agricultural Advisory
(208) 908-3848

From: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>
Sent: Wednesday, November 2, 2022 4:21 PM
To: Skye Root <skye@rootagadvisory.com>
Subject: Brown Bravo II LLC Water Supply Bank Rental Application #2482

Hello Skye,

We received Water Supply Bank Rental Application #2482 for water right 13-7068 owned by Brown Bravo II LLC, however we don't have evidence of authority to sign. Is there documentation you can provide showing that either yourself/Root Agricultural advisory or Patrick Trainor is authorized to sign on behalf of Brown Bravo II LLC? We typically require that signatures be from authorized agents listed on the company's SOS filing, managing members listed on the organization's website, or we need documents designating authority to the person signing from someone listed in one of the two previous scenarios. Please let me know how you would like to resolve this.

Thank you,

Mackenzie Kienholz
Water Supply Bank Specialist

IDAHO DEPARTMENT OF WATER RESOURCES

Planning & Projects
Mackenzie.kienholz@idwr.idaho.gov
Phone: (208) 287-4822

SCANNED

WS[redacted] Mailing Checklist for Rentals

(For use on all new rental applications)

Key: Who Completes What?
CLERICAL STAFF:
REVIEWER:

Received Date: 4-21-21

Latest Start Date: 7-1-21

Renter: P4 Production

Rental Expiration Date 2022

Lease/Rental Package Y N

Application # 2059 Agreement # 553

Water Right	Lease Contract ID
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Applicant Authorized?	Y / N
Map of POU and POD	Y / N
POD consent?	Y / N
ESPA Modeling?	Y /N NA
Application Complete?	Y / N
Minimum Checklist in database?	☐
Request for additional information letter sent:	Y NA
WSB Action Request for deficiencies	☐

Comments:

Mailings (per application)	Original	CC	Email or Address
Renter: P4 Production LLC	☐	☐	
Attorney: TJ Budge	☐	☐	
Consultants Name:	☐	☐	
Conveyence Entity: Ex. Irrigation Dist. of Canal Co.	(final only)	☐	
(Ground) Water Dist:	(final only)	☐	
Other: WD Snake 01, Boise, Payette, and Bear River	(final only)	☐	
Region: Eastern	(final only)	☐	
Watermaster:	(final only)	☐	
Compliance:	(final only)	☐	Resolving NOV? Y / N #

Call up Date:

DO NOT SCAN

SCANNED