

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 493

RECEIVED

FEB 26 2021

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

WOLFE BROTHERS INC
PO BOX 368
GRAND VIEW, ID 83624

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
61-12084	2/28/1968	GROUND WATER	0.30	117	40	0.01	2.92
Combined Rental Totals			0.30	117	40	0.01	2.92

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2021. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2021, whichever occurs last.

Annual Rental Fee:

2021: \$233.40

The full fee for the rental of the above-described right(s) is \$233.40 for 2021. The rental fee includes an administrative fee of \$233.40 for 2021. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 61-12084.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement

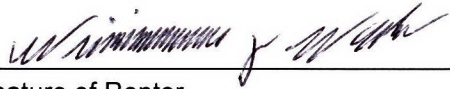
Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	0.30	117	40	0.01	2.92
Combined Total	0.30	117	40	0.01	2.92

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 493

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:


Signature of Renter

2-8-2021
Date

William R. Wolfe
Printed Name

Vice President - Sect.
Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By 
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 3/1/21

Rental approved by IDWR 

Date 3/1/21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 493

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SWSE	Sec. 19, Twp 04S, Rge 07E,	ELMORE County
GROUND WATER	SEnw	Sec. 19, Twp 04S, Rge 07E,	ELMORE County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
0.30 CFS

VOLUME
117 AF

SEASON OF USE

Water Right No.	From	To
61-12084	4/10	10/20

RENTERS PLACE OF USE: 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	
04S	07E	19											40 L4						40

Total Acres: 40

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from 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.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental 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 place of use.
10. This rental agreement does not authorize the application of water from Mountain Home Irrigation District on the rental place of use.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

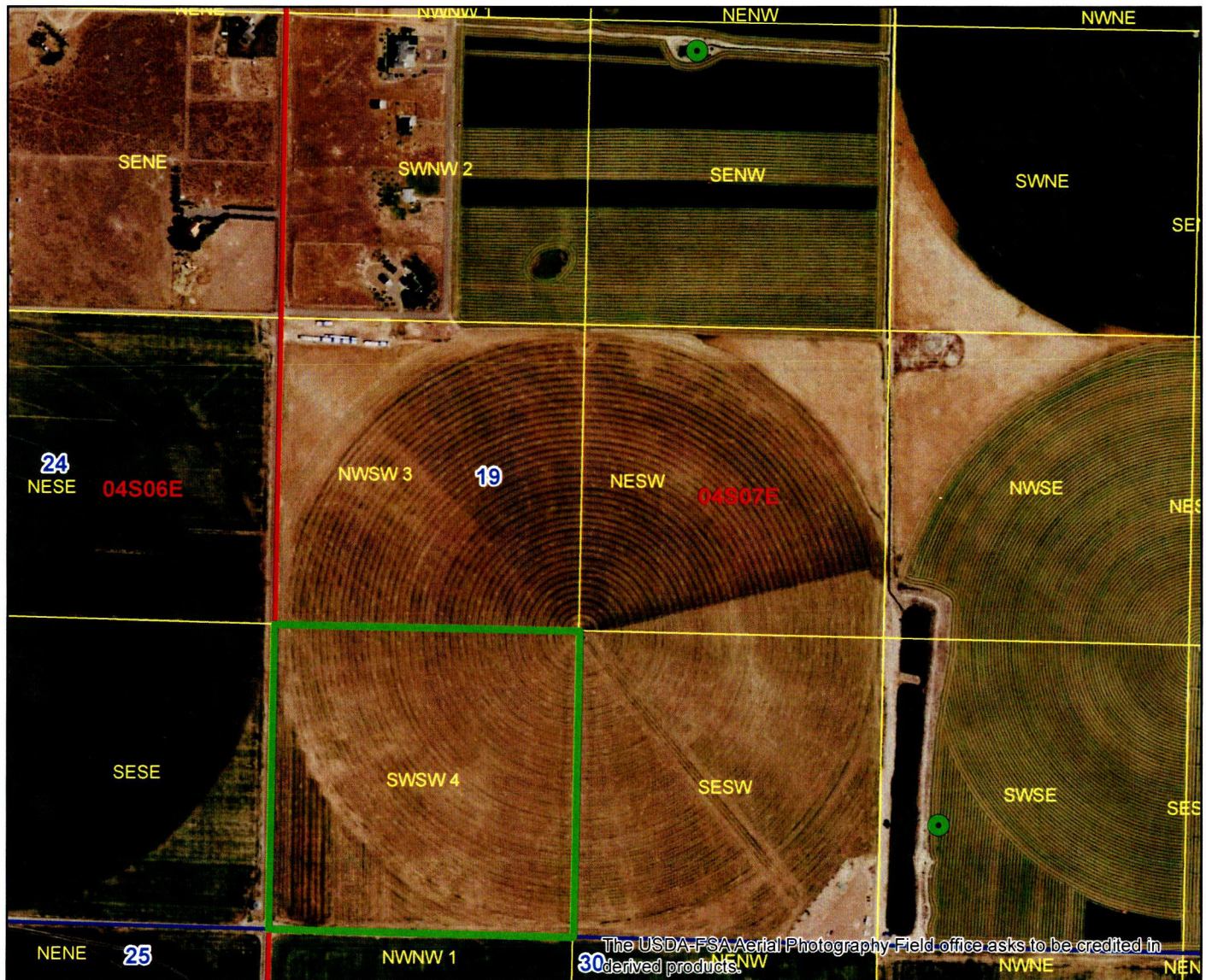
WATER SUPPLY BANK RENTAL AGREEMENT No. 493

11. Prior to diversion of water under this rental agreement, the renter shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.
12. The following rights are diverted through points of diversion described above: 61-12084, 61-12085, 61-12086 & 61-12087.
13. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/10 and after 10/20 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than April 17, 2001.
14. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 161.
15. This rental agreement does not authorize the construction of a well.
16. This rental does not grant any right-of-way or easement across the land of another.

Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 493

Effective until December 31, 2021

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



- Authorized Rental Point of Diversion
- Authorized Rental Place of Use
- Township/Range
- Sections
- QQ



0 500 1,000 Feet

STATE OF IDAHO
WATER RESOURCE BOARD

**APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK**

RECEIVED

DEC 18 2020

DEPARTMENT OF
WATER RESOURCESApplicant Name: Wolfe Brothers Inc.

Is this application being submitted with a lease application as a lease/rental package?

Yes ☐ No ☒

If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. **Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.**

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

Yes

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

- | | | |
|----|-------------------------------------|--|
| 2 | ☒ | A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request |
| 3A | ☐ | ☒ Detailed information on a proposed use of rental water |
| 3F | ☐ | ☒ Authorization from the owner/operator of the rental point(s) of diversion |
| 3H | ☒ | ☐ Water modeling to account for the impacts of the rental request |
| 3J | ☒ | ☐ Documents justifying a rate of flow greater than 0.02 cfs/acre |
| 3K | ☐ | ☒ Authorization from the owner/operator of the property at the proposed rental place(s) of use |
| 4B | ☐ | ☒ Explanation of how the rental water will sufficiently accomplish your rental purposes |
| 4C | ☒ | ☐ Explanation of consumptive use amounts for water rights experiencing a change in nature of use |

Department Use Only – Proposed Water Right(s)

61-12084

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Wolfe Brothers Inc.

Mailing Address <u>c/o Billy Wolfe, PO Box 368</u>	Grand View	ID	83624
Street	City	State	Zip Code
Email Address <u>wolfebros@hughes.net</u>	Phone Number <u>208-599-2691</u>		

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐
If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative <u>Lori Graves</u>	Professional Title <u>Sr. Water Rights Specialist</u>
Organization <u>SPF Water Engineering</u>	Relationship to Applicant <u>Consultant</u>
Mailing Address <u>300 E. Mallard Dr., Ste. 350, Boise, ID 83706</u>	
Email Address <u>lgraves@spfwater.com</u>	Phone Number <u>208-383-4140</u>

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental 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 irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:

This rental application is limited for 1 year because the farm lease is renewed on a yearly basis. As a result, a new rental application and current farm lease agreement is required each year for rental of 61-12084.

B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
*0.30 CFS	*116.7 AF	n/a CFS	n/a AF	*40 AC

* Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
4/10	n/a	☒	☐	☐	☐	☐	☐ Process application as soon as possible	☐ Return application to applicant
		1	2	3	4	5		

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.

*Amounts reflect 2020 rental contract No. 379

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):

Wells, pumps, sprinklers

- E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
4S 7E 19 SENW	Ground Water	61-12085, 61-12086, 61-12087
4S 7E 19 SWSE	Ground Water	61-12085, 61-12086, 61-12087

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

- F. Has documented consent from all relevant water delivery entities been obtained? Yes ☐ N/A ☒
If yes, include documented consent as **Attachment 3F**.

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes ☐ No ☒
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

- H. Has water modeling been provided with your rental request? Yes ☐ N/A ☒
If yes, label modeling Attachment 3 H.
Rental applications that require modeling will be returned if modeling is not provided.

- I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

- ☒ Irrigation 40 (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

- J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A ☐ Yes ☐ No ☒
If yes, justify the rate of flow and attach any supporting documents as **Attachment 3J**. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

- K. Do you own the land at the proposed rental place of use (POU)? Yes ☐ No ☒
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:

None

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☒ No ☐

If yes, specify below the elements of the water rights you are requesting to rent. If no, continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via [IDWR's website](#).

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.** For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
61-12084	Irrigation	0.48	186.8	64		*0.30	*116.7	*40
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL	*0.30	*116.7	*40
						CFS	AF	AC

**Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.*

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

*See Attachment 3B regarding requested amounts. A copy of the owner's authorization for Wolfe Brothers' rental of water right 61-12084 is included as Attachment 3E.

C. Does your rental request propose to change the nature of use for any water right(s) being rented?

Yes ☐ No ☒

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C**:

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☐ No ☒

If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

See Part 3A above. The proposed pou is located in a restricted ground water area. Options for permanent water rights are limited, but will be aggressively pursued if the applicants are given the option to purchase the property.

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☐ No ☒

If yes, describe:

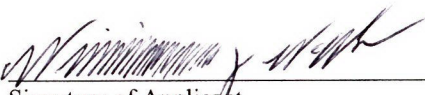
- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☒

If yes, describe the date and location of the NOV.

- D. Additional Information

DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.


Signature of Applicant

William R Wolfe
Printed Name of Applicant

12-8-2020
Date

Signature of Representative

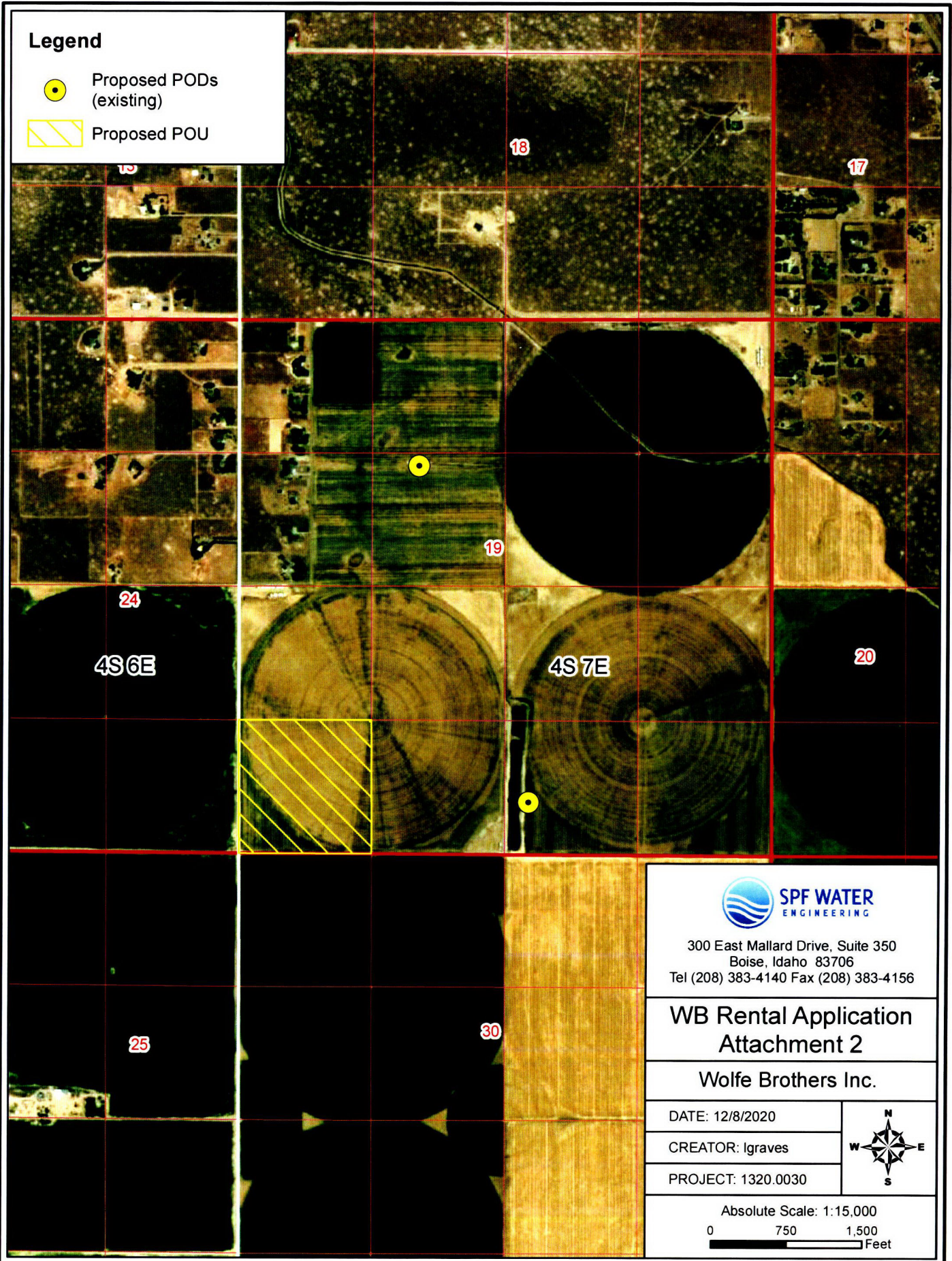
Printed Name of Representative

Date

Mail to:

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

Path: S:\PROJECTS\IS thru Z\Projects\WB Rental Map 2021.mxd



WSP Mailing Checklist for Rentals

(or use on all new rental applications)

Key: Who Completes What?

CLERICAL STAFF: gmh

REVIEWER: AS

Received Date: 12-18-2020

Latest Start Date: _____

Renter: Wolfe Brothers

Rental Expiration Date 2021

Lease/Rental Package

Y

N

Application # 1886

Agreement # 493

Water Right	Lease Contract ID
# <u>61-12084</u>	<u>1066</u>
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____
# _____	_____

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)

Renter: Wolfe Brothers

Original

CC

Email or Address

☐
☐

Attorney: _____

☐
☐

Consultants

Name: Lori Graves

☐
☐

Conveyance Entity:

Ex. Irrigation Dist. of Canal Co.

(final only)

☐

(Ground) Water

Dist: 161

(final only)

☐

Other: _____

(final only)

☐

WD Snake 01, Boise, Payette, and Bear River

Region: Western

(final only)

☐

Watermaster: Nick Miller

(final only)

☐

Compliance: _____

(final only)

☐

Resolving NOV? Y / N

#

Call up Date: _____

DO NOT SCAN

Webster, Clay

From: Webster, Clay
Sent: Tuesday, February 14, 2017 12:37 PM
To: 'Lori Graves'
Subject: Wolfe Brothers Inc. Rental Application of 61-12084

Lori,

I am currently processing this rental application. The department has concerns of renting 64 acres worth of water to cover 40 acres (1/4) of a pivot. The concern is that the rental will enable enlarging the consumption over the entire pivot area. If there is a plan in place to ensure that the higher diversion rate and volume for the 40 acre place of use is not spread throughout the entire pivot system, then the department would consider approving the rental as proposed. The alternative to this is to approve the 40 acre rental POU with the proportionate rate and volume as the rest of the right. This would calculate to 0.30 cfs and 116.7 af for the 40 acre POU to avoid an enlargement issue. Let me know what you find out. Thanks.

Sincerely,
Clay Webster
Water Resource Agent Sr.
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)

Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Re: Water Bank Rental Application for Wolfe Brothers Inc.

To Whom It May Concern:

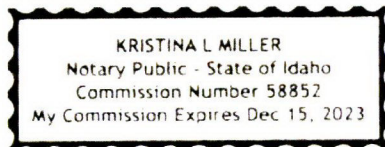
John and Ann Wind Trust own the portions of water right 61-12084 that is being leased to the water bank. The Trust would like the Department to rent water from the leased acres to our business partner, Wolfe Brothers Inc., for irrigation of 40 acres in the SWSW, T4S, R7E, Section 19 that adjoin our farm. We authorize Wolfe Brothers Inc. to use our irrigation wells for diversion of the rented water. Please only charge Wolfe Brothers Inc. the Department's administrative costs associated with the rental transaction.

Sincerely,

John Wind
Name & Title, John & Ann Wind Trust
11-21-19
Date

State of Idaho)
County of Elmore) SS.
_____)

Subscribed and sworn (or affirmed) before me this 21 day of November, 2019



Kristina L. Miller
Notary Public

Residing at U.S. Bank

My Commission Expires 12-15-23

REAL ESTATE LEASE

This Lease agreement (this "Lease") is dated September 6, 2020, by and between Robert Baker Jr. and Bonnie Baker ("landlord) and Wolfe Brothers Inc. ("Tenant"). The Parties agrees as follow:

Premises: Landlord in consideration of the lease payments provided in this Lease leases to Tenant 40 acres of farmland ("the Premises"). The Premises are located near Mountain Home, Idaho.

Legal Description: The legal description for the premises is:

SW 1/4 of SE 1/4 of Sec T4 South 7 East

Terms: The lease term will begin on October 1, 2020 and will terminate September 30, 2021.

Lease Payments: Tenant shall pay the Landlord \$170.00 per acres totaling \$6,800.00 plus property taxes of \$324.41 for grand total of \$ 7,125.41 payable in 1 payment(s). The payment of \$7,125.41 will be due on October 1, 2019 payable of Robert M.L. Baker, Jr. Lease payments shall be made to the Landlord at: 73-185 Fiddleneck Lane, Palm Desert, CA, 92260 which address may be changed from time to time by the Landlord.

Possession: Tenant shall be entitled to possession on the first day of the term of the lease, and shall yields possession to landlord on the last day of the term of this Lease, unless otherwise agreed to by both parties in writing. At expiration of the term , Tenant shall remove its good and effects and peaceable yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

Use of Premises: Tenant may use the Premises only for the production of wheat, corn and barley. The Premises may be used for any other purpose only with prior written consent of Landlord which may not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises no later than the first day of the extended absence.

Property Insurance: Tenant shall maintain appropriate insurance for Premises and property located on the Premises. Landlord and Tenant shall each maintain appropriate insurance for their respective interest in Premises and property lactated on the Premises. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written noticed from insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

Liability Insurance: Tenant shall maintain liability insurance on the Premises in total aggregate sun of at least \$1,000,000. Tenant shall deliver by March 1, 2021 appropriate evidence to Landlord as proof that

adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from insurer prior to any termination of such insurance policies.

Maintenance: The landlord will not be obligated for any maintenance on any of the property. All repair and upkeep of all major items of the sprinkler system and all items of maintenance not specifically delegated to the Tenant under this lease will be the responsibility of the Tenant.

Tenant's obligations for maintenance shall include:

The tenant will repair or replace equipment or property that is damaged or destroyed by himself, his employees, or anyone associated the with

The repair and upkeep of all items relating to the sprinkler system

All items of maintenance not specifically delegated to the Landlord under this lease

Monitor and maintain the dripper oil on the irrigation system

Utilities and Service: Tenant shall be responsible for all utilities and service incurred in connection with the premises. Tenant will have the Idaho Power account switched into his name and billing address.

Taxes: Taxes attributable to the Premises or the use of the Premises shall be allocated follows:

Real estate Taxes: Tenant shall pay all real estate taxes and assessments for the Premises

Defaults: Tenant shall be in default of this lease if Tenant fails to fulfill any obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or no such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Cumulative rights: The rights of the parties under this lease are cumulative, and shall not be constructed as exclusive unless otherwise required by law.

Non-sufficient Funds: Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

Access by Landlord to Premises: Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provided necessary services, or show the Premises to prospective buyer, mortgagees, tenant or workers. However, Landlord does not assume any liability for the care or supervision of Premises. As provided by law, in case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three

months of the Lease, or any extension of the Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

Indemnity Regarding Use of Premises: To the extent permitted by law, tenant agrees to indemnify, hold harmless and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

Compliance with Regulations: Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters.

Arbitration: Any controversy or claim relating to this Lease, including the construction or application of this Lease, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

Ability to assign/Subletting: tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without prior written consent of Landlord, which shall not be unreasonably withheld.

Notice: Notice under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord:

Bonnie Baker
73185 Fiddleneck Lane
Palm Desert, CA 92260
1-310-666-3518

Tenant:

Wolfe Brothers Inc.
P.O. Box 398
Grandview, ID 83624
1-208-834-3505

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notice mailed in accordance with the above provisions shall be deemed received on the third day after posting.

Governing Law: This Lease shall be construed in accordance with the laws of the State of Idaho.

Entire Agreement/Amendment: This Lease Agreement contains the entire agreement of the parties and there are no other promises, condition, understanding or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Severability: If any portion of this lease shall be held to be invalid or unenforceable for any reason, remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver: The failure of either party to enforce any provisions of this lease shall not be construed as a waiver or limited of that party's right to subsequently enforce and compel strict compliance with ever provision of this lease.

Binding Effect: The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

Landlord:

Bonnie Baker

Date

7-8-20

Tenant:

Wolfe Brothers Inc.

Date

8-20-2020



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

March 16, 2021

WOLFE BROTHERS INC
PO BOX 368
GRAND VIEW, ID 83624

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-7061 & 61-12084, AGREEMENTS 492 & 493**

Dear Renter:

Please find enclosed a receipt in the amount of **\$9,503.40** and a copy of a fully executed Water Supply Bank Rental Agreement 492 for 464 acre-feet of water for irrigation of 92.7 acres and executed Water Supply Bank Rental Agreement 493 for 117 acre-feet of water for irrigation of 40 acres. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$8,343.00 of the rental fee will be paid to the lessor(s) and 10% or \$1,160.40 will be retained by the Department to offset administrative costs.

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

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosures: Receipt No. C109961
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Western Regional Office
State Water District No. 161 & 02
Lori Graves – SPF Water Engineering



SPF WATER
ENGINEERING

February 24, 2021

RECEIVED

FEB 26 2021

DEPARTMENT OF
WATER RESOURCES

Justin Ferguson
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: Wolfe Bros. Water Supply Bank Rental Agreement Nos. 492 & 493

Dear Justin,

On behalf of Wolfe Brothers Inc., enclosed are signed rental agreement nos. 492 & 493 and check no. 123098 for \$9,503.40 to cover the required rental fees. Please let me know if there are any questions. Thanks Justin.

Sincerely,

Lori Graves
Water Rights Specialist

Cc: Billy Wolfe

Enclosures

SPF file numbers: 1320.0020 & 1320.0030



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

February 4, 2021

WOLFE BROTHERS INC
PO BOX 368
GRAND VIEW, ID 83624

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-7061 & 61-12084, AGREEMENTS 492 & 493**

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

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$9,270.00 was calculated for rental 492 based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 464 acre-feet. Pursuant to the Water Supply Bank Rules, 90% or \$8,343.00 of the rental fee will be paid to the lessor(s) and 10% or \$927.00 will be retained by the Department to offset administrative costs.

A rental fee of \$233.40 was calculated for rental 493 based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 117 acre-feet. Since you have a private agreement with the lessor, you are only obligated to pay the 10% administrative fee or \$233.40.

Please send a check for \$9,503.40 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

An annual payment shall be received by the Department prior to the execution of this agreement and prior to January 1 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

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

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosure(s)

c: IDWR Front Desk
Lori Graves – SPF Water Engineering

MEMORANDUM FOR AGREEMENT # 493

To: Water Right(s) 61-12084
From: Scott Storms
Date: January 26, 2021
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: Application to rent water from the Water Supply Bank (Bank) was submitted by Lori Graves of SPF Water Engineering on behalf of Wolfe Brothers Inc. and was received by the Department of Water Resources (Department) on December 18, 2020. The application proposes to rent water to cover a 40 acre portion of a pivot that covers a full 160 acre quarter-section. The requested right is 61-12084 and the remainder of the quarter the pivot irrigates is covered by unleased portions of the same water right. The 40 acre place of use (POU) for the rental is not included in the POU of 61-12084 and has no other water right coverage. The application included a signed agreement signed by John Wind of the John and Ann Wind Trust authorizing the use of the wells and asking the Department to only charge the administrative fee for the rental.

AUTHORITY TO FILE: The application was signed by William R Wolfe and the Secretary of State Annual Business Report lists William Wolfe as Secretary for Wolfe Brothers, Inc. According to parcel data maintained the Department, the land at the POU is owned by Robert Baker Jr. The submitted application included a lease agreement between Robert and Bonnie Baker and Wolfe Brothers Inc. that authorizes Wolfe Brothers Inc. to conduct farming operations at the POU through 2021. The wells listed as the points of diversion (POD) on the rental are the same as listed on requested water right and are located on land owned by Wind Properties LLC. The rental rate agreement from the John and Ann Wind Trust included with the application also provided permission to use the wells for diversion of the rental water. There are no concerns over authority to file.

WATER RIGHT VALIDITY: Water right (WR) 61-12084 was decreed in 2001 and has been leased into the Bank since 2015. Aerial imagery review of the lease POU showed no signs of irrigation at the lease POU since 2015. There are no concerns of water right validity.

INJURY TO OTHER WATER RIGHTS: The rental utilizes the same wells that are listed as the PODs for the requested water right. The rental POU is located within one mile of all the acres idled under the leased portion of WR 61-12084. Additionally, this rental has occurred since 2015 and the Department has not received any complaints from other water right owners regarding this use of water in that time. There are no apparent concerns of injury to other water rights.

ENLARGEMENT OF USE: Right 61-12084 has a combined rate and volume limit with WR 61-12086, and both rights have an acre limit within the same 1208 acre place of use. Although the rate and volume combined limits are not additive, the acre limit of the two rights are (totaling 1208 acres). Because the acres are additive, prior lease reviews have found the two rights are not "stacked" and therefore 61-12084 was allowed to be leased without any portions of WR 61-12086 also being leased.

A condition on the WR 61-12084 states that use of the right is combined with water from Mountain Home Irrigation District (MHID). An explanation provided with the lease application for contract 1066 described that 438.91 acres of the 1208 acre POU receives water from both

ground water and surface water from MHID. The remaining 769.09 acres only receives ground water authorized by the water rights. The rental POU is also outside the service area of MHID.

Condition 13 on lease contract 1066 (for WR 61-12084) limits irrigation of the unleased portion of the right to 2.17 cfs, 835.8 af, and 286.5 acres. These limits amount to the same duty of water as was applied for in the rental application. Since the pivot covers both the rental POU and unleased portions of WR 61-12084, and the authorized rate and volume per acre will be the same on all, there are no concerns of enlargement in the area covered by this pivot. Additionally, a condition will be added stating that the rental does not authorize the use of Mountain Home Irrigation District water at the rental place of use.

Condition 14 on lease contract 1066 limits the combined use of water right 61-12086 and the unleased portion of 61-12084 to a diversion rate of 6.61 cfs, volume of 2,882.5 af, and irrigation of 1,144 acres. As long as this condition is adhered to, there are no further concerns of enlargement of either right through this rental.

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 rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: Regional manager water district 161 Watermaster Nick Miller has been contacted for review and comment on this rental.

Storms, Scott

From: Lori Graves <LGraves@spfwater.com>
Sent: Monday, January 25, 2021 4:43 PM
To: Storms, Scott
Subject: RE: Wolfe Brothers Rental of WR 61-12084

Yes it does. I have not heard otherwise. Thanks Scott.

From: Storms, Scott <Scott.Storms@idwr.idaho.gov>
Sent: Monday, January 25, 2021 3:19 PM
To: Lori Graves <LGraves@spfwater.com>
Subject: Wolfe Brothers Rental of WR 61-12084

Hello Lori,

I just started review of the Wolfe Brothers Inc. application to rent a portion of WR 61-12084 and in that application packet there is an agreement signed John Wind Trust (WR owner) stating to only charge Wolfe Bro. Inc. the admin fee. That agreement is dated 2019 and I just want to be sure that agreement still stands? I assume, since you included it with the application, that it does.

Thanks you,

Scott

Scott Storms
Senior Water Resource Agent
Idaho Department of Water Resources
208-287-4915
Scott.Storms@idwr.idaho.gov

Storms, Scott

From: Storms, Scott
Sent: Tuesday, January 26, 2021 11:36 AM
To: Miller, Nick
Subject: WSB Rental 493
Attachments: MoveMap_493.pdf; Rental Review Memo_1886.docx

Nick,

Please review the attached Water Supply Bank rental review memo and move-map for Wolfe Brothers Inc. and return any comments or concerns within 14 days.

Thanks,

Scott

Scott Storms
Senior Water Resource Agent
Idaho Department of Water Resources
208-287-4915
Scott.Storms@idwr.idaho.gov



SPF WATER
ENGINEERING

December 15, 2020

RECEIVED

DEC 18 2020

DEPARTMENT OF
WATER RESOURCES

Justin Ferguson
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: Wolfe Bros. Water Supply Bank Rental Applications (2)

Dear Justin,

As enclosed is a water bank rental application from Wolfe Bros. Inc. requesting rental of 40 acres of the 64 acres currently leased to the Bank under Contract No. 1066. This rental request is part of a previously negotiated lease/rental package.

Also enclosed on behalf of Wolfe Brothers Inc. is a rental application requesting 2 more years rental of water right 2-7061 currently leased to the Bank. Wolfe Brothers rented water from this right for the 2020 irrigation season and seek another two years to cover the remaining seasons authorized under their current farm contract included as Attachment 3K.

Please let me know if there are any questions. Thanks Justin.

Sincerely,

A handwritten signature in cursive script that reads "Lori Graves".

Lori Graves
Water Rights Specialist

Cc: Billy Wolfe

Enclosures

SPF file numbers: 1320.0010, 1320.0030

1886
1887