STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 744

RECEIVED
MAY 19 2023
DEPARTMENT OF
WATER RESOURCES

This is to certify that:

BRISBIE LLC

C/O MICHAEL P LAWRENCE GIVENS PURLSEY LLP
601 W BANNOCK ST

BOISE, ID 83702-5919

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)
63-3362	7/11/1963	GROUND WATER	2.04	639.0	142.0	0.014	4.5
63-10383	9/23/1986	GROUND WATER	2.30	519	115.3	0.020	4.5
63-11347	7/8/1992	GROUND WATER	0.54	136	30.2	0.018	4.5
63-34795	7/8/1992	GROUND WATER	1.15	284	63.0	0.018	4.5
Combined Rental Totals			**2.77**	**1,570**	**350.5**	**0.017**	**4.5**

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2023. 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 2023, whichever occurs last.

Annual Rental Fee:

2023: $3,627.33

The rental fee is an administrative fee of $3,627.33 for 2023. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 63-3362, 63-10383, 63-11347, 63-34795. Rental fee is based on 1577.1 acre feet rented.

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)
INDUSTRIAL	2.77	806
Combined Total	2.77	806

**** The authorized water usage reflects a reduction from the water right elements rented, to account for change in nature of use and season of use.***

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 744

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:

Kathy Rushmore
Signature of Renter

5/17/2023
Date

Kathy Rushmore
Printed Name

Authorized Representative
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 _____ Date 6/7/23
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental approved by IDWR _____ Date 6/7/23

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 744

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SWSE	Sec. 31, Twp 02N, Rge 02E,	ADA County
GROUND WATER	L1(NWNW)	Sec. 31, Twp 02N, Rge 02E,	ADA County
GROUND WATER	L2(SWNW)	Sec. 31, Twp 02N, Rge 02E,	ADA County
GROUND WATER	L2(NWNE)	Sec. 6, Twp 01N, Rge 02E,	ADA County
GROUND WATER	L3(NENW)	Sec. 6, Twp 01N, Rge 02E,	ADA County
GROUND WATER	L3(NWSW)	Sec. 7, Twp 01N, Rge 02E,	ADA County
GROUND WATER	L3(NWSW)	Sec. 7, Twp 01N, Rge 02E,	ADA County
GROUND WATER	L3(NWSW)	Sec. 7, Twp 01N, Rge 02E,	ADA County

BENEFICIAL USE	DIVERSION RATE	VOLUME
INDUSTRIAL	2.77 CFS	806 AF

SEASON OF USE

From	To
1/1	12/31

RENTERS PLACE OF USE: INDUSTRIAL

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	02E	6	X L1	X L2	X	X	X L3			X									
01N	02E	7	X			X									X			X	
01N	02E	18	X																
02N	02E	31						X L1	X L2		X	X L3	X L4	X			X		

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.

WATER SUPPLY BANK RENTAL AGREEMENT No. 744

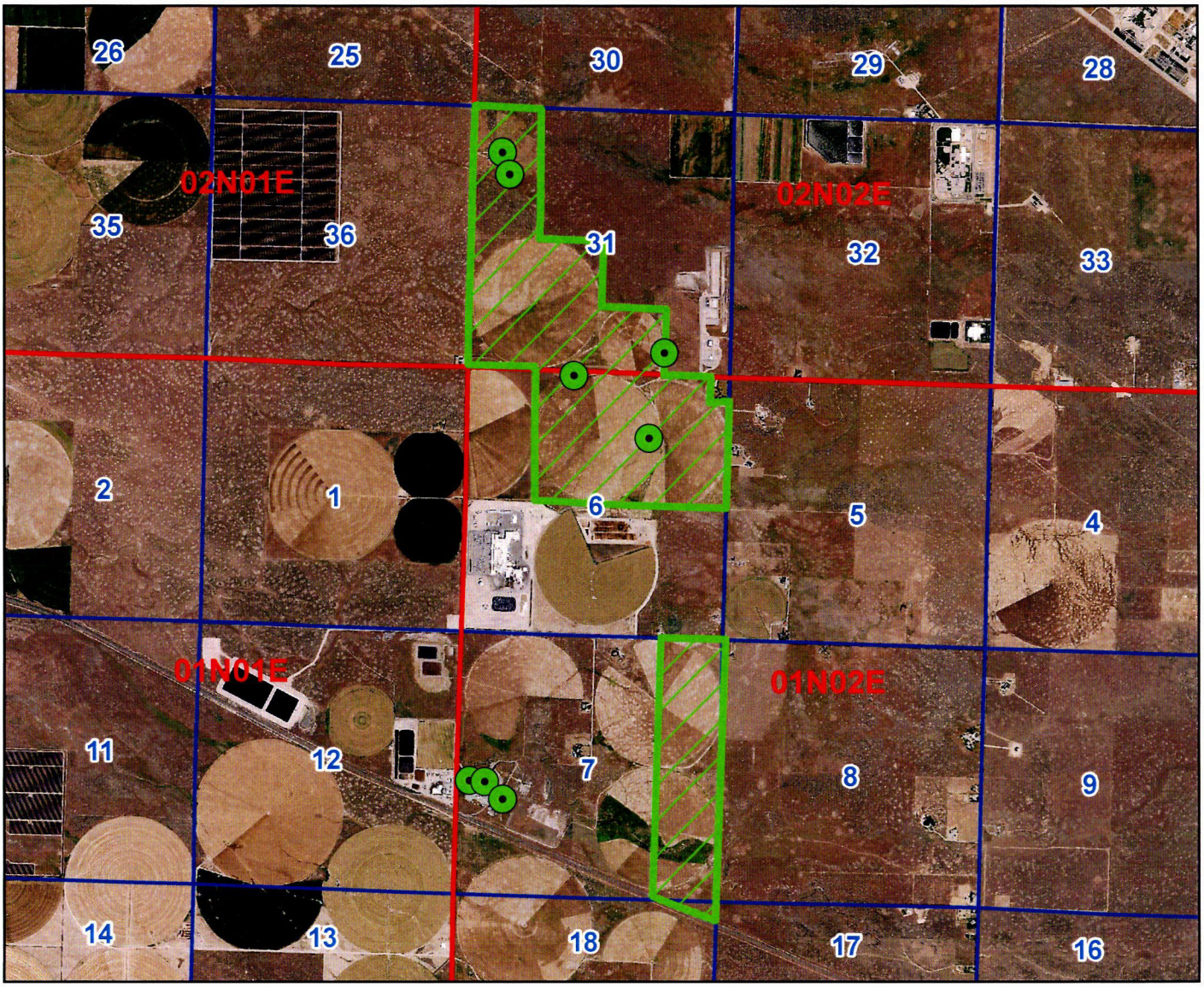
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
10. This rental agreement does not authorize the construction of a well.
11. Right holder is required to urtilize cold water wells to their capacity. Low temperature geothermal water from the point of diversion in NWNE, S06, T01N, R02E, shall only be diverted at a rate equal to the remaining portion of 2.23 cfs not capable of being satisfied by cold water wells.
12. The following rights are diverted through point(s) of diversion described above: 63-3362, 63-7531, 63-10383, 63-11347, 63-34795, and 63-35356
13. Rights 63-7531 and 63-10383 when combined shall not exceed a total diversion rate of 5.87 cfs.
14. Rental of rights 63-3362, 63-10383, and 63-11347 when combined with Right No. 63-7531 shall not exceed a total diversion rate of 8.88 cfs.
15. Rental of rights 63-3362, 63-10383, 63-11347 and 63-34795 when combined with Right No. 63-7531 shall not exceed a total diversion rate of 8.88 cfs.
16. Use of water described under the unleased and unrented portion of Right No. 63-10383 shall comply with applicable water quality standards of the Division of Environmental Quality of the Idaho Department of Health and Welfare.
17. The wastewater pond described under the unleased and unrented portion of Right No. 63-10383 is located within Lot 1 (NWNW), S19, T01N, R02E
18. The place of industrial use described under the unleased and unrented portion of Right No. 63-10383 includes land upon which wastewater may be applied for wastewater treatment purposes to satisfy water quality requirements. Water diverted under the industrial and commercial components of rights 63-7531 and 63-10383 shall not be land applied unless the water is first used for the commercial/industrial purposes as authorized under these rights.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 744

Effective until December 31, 2023

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



Legend

- Water Supply Bank Rental POD
- Water Supply Bank Rental POU
- Township/Range
- Sections

N

0 4,050 8,100 Feet

Form 42-1761-2 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
JAN 03 2023
DEPARTMENT OF WATER RESOURCES

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

Applicant Name: Brisbie LLC

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)

Attachment	N/A	Yes	
		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
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 (in process for wells in Sec 7)
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)

2551

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant: Brisbie LLC, c/o Givens Pursley LLP, Attn: Michael Lawrence

Mailing Address: 601 West Bannock Street (Street) | Boise (City) | Idaho (State) | 83702 (Zip Code)

Email Address: mpl@givenspursley.com Phone Number: 208-388-1200

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: Terry Scanlan Professional Title: PE, PG

Organization: HDR Engineering, Inc. Relationship to Applicant: Consultant

Mailing Address: 412 E Parkcenter Blvd, Suite 100, Boise, ID 83706

Email Address: tscanlan@hdrinc.com Phone Number: 208-872-9530

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**:

Water is needed for temporary construction purposes (dust control, compaction, and rock crushing) at a proposed industrial site.

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)
0.81 CFS	537.3 AF	0.81 CFS	400 AF	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?	
1/1/2023	7/1/2023	☑ 1	☐ 2	☐ 3	☐ 4	☐ 5	☑ Process application as soon as possible	☐ Return application to applicant

* ***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.***

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):

Up to six wells and electric pumps will provide water to places of use through pipelines (buried and above ground) and water trucks. Pumps will be equipped with flow meters to document water use.

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
well & pump SWNW Sec 31	T2N, R2E	ground water	63-34365
well & pump NWNE Sec 6	T1N, R2E	ground water	63-10383, 63-11347, 63-34795, 63-12456
3wells/pumps NWSW Sec 7	T1N, R2E	ground water	63-7531, 63-34373, 63-33884
well & pump NWNW Sec 31	T2N, R2E	ground water	

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 _____ (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: 1/1 (mm/dd) to: 12/31 (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:

63-10383 industrial portion. Additional water is needed for industrial (construction) purposes over entire rental place of use and from proposed well sources.

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)
63-10383	irrigation	2.56	602.3	128.1		0.81	297.2	
63-11347	irrigation	0.60	157.5	33.5		0.60	77.7	
63-34795	irrigation	1.28	329.1	70.0		0.81	162.4	
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**	0.81	537.3	
						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**:

Rental diversion rate of 0.81 cfs will prevent exceedence of combined use limitation of 8.88 cfs for the three rental water rights when combined with 63-3362 (2.27 cfs), 63-7531 (3.6 cfs), 63-10383 (2.20 cfs). Volume @ 2.32 af/ac.

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**:

Historical use in recent years has been irrigation of corn with a consumptive use (precipitation deficit) of 2.32 af/ac.
231.6 ac x 2.32 af/ac = 537.3 af/yr

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:

63-3362 previously requested

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

Transfer application for 63-3362, 63-11347, and 63-34795 is being processed by IDWR

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	Printed Name of Applicant	Date
Kathy Rushmore	Kathy Rushmore	1/3/2023
Signature of Representative	Printed Name of Representative	Date

Mail to:

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

Form 42-1761-2 10/15

RECEIVED
SEP 02 2022
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

Print Form

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

Applicant Name: Brisbie LLC

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.**

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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)

Attachment	N/A	Yes	
			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
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 (in process)
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 (in process)
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)

2436 Combined w/ 2551

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Brisbie LLC, c/o Givens Pursley LLP, Attn: Michael Lawrence

Mailing Address 601 West Bannock Street (Street) Boise (City) ID (State) 83702 (Zip Code)

Email Address mpl@givenspursley.com Phone Number 208-388-1200

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes [X] 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 Terry Scanlan Professional Title PE, PG

Organization HDR Engineering, Inc. Relationship to Applicant Consultant

Mailing Address 412 E Parkcenter Boulevard, Suite 100, Boise, ID 83706

Email Address terry.scanlan@hdrinc.com Phone Number 208-387-7000

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**:

Water is needed for temporary construction purposes (dust control, compaction, and rock crushing) at a proposed industrial site.

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)
2.27 CFS	363 AF	1.5 CFS	362 AF	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?	
		1	2	3	4	5		
9/10/2022	12/30/2022	☐	☑	☐	☐	☐	☑ Process application as soon as possible	☐ Return application to applicant

* ***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.***

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):

Up to six wells and electric pumps will provide water to places of use through pipelines (buried and above ground) and water trucks. Pumps will be equipped with flow meters to document water use.

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
well & pump SWNW Sec 31	T2N, R2E	ground water	63-34365
well & pump NWNE Sec 6	T1N, R2E	ground water	63-10383, 63-11347, 63-34795, 63-12456
8 wells & pumpsNWSW Sec 7	T1N, R2E	ground water	63-7531, 63-34373, 63-33884, 63-34795, 63-11347, 63-10383, 63-3362, 63-12546, 63-33884, 63-34365, 63-34373
well & pump NWNW Sec 31	T2N, R2E	ground water	

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_____(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: 1/1 (mm/dd) to: 12/31 (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**.
Agreement is in process for those lands not owned by applicant.

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:

63-10383. An approval is needed for industrial (construction) purposes over entire place of use from proposed well sources.

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)
63-3362	irrigation	2.27	741.8	157.8		2.27	363	NA
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	2.27	363	NA
						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**:

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**:

Historical use in recent years has been irrigation of corn with a consumptive use (precipitation deficit) of 2.3 af/ac.

157.8 ac x 2.3 af/ac = 363 af/yr

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:

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:
A transfer of 63-3362, 63-11347, 63-34795, and/or 63-7864 will seek to change the nature of use to industrial for use at a data center. Additional diversion points and modifications to places of use are proposed. An amendment of 63-34365 will seek similar changes.

C. Was this rental application submitted in response to a Notice of Violation (NOV) or apending NOV? Yes ☐ No ☑
If yes, describe the date and location of the NOV.

D. Additional Information

DECLARATION

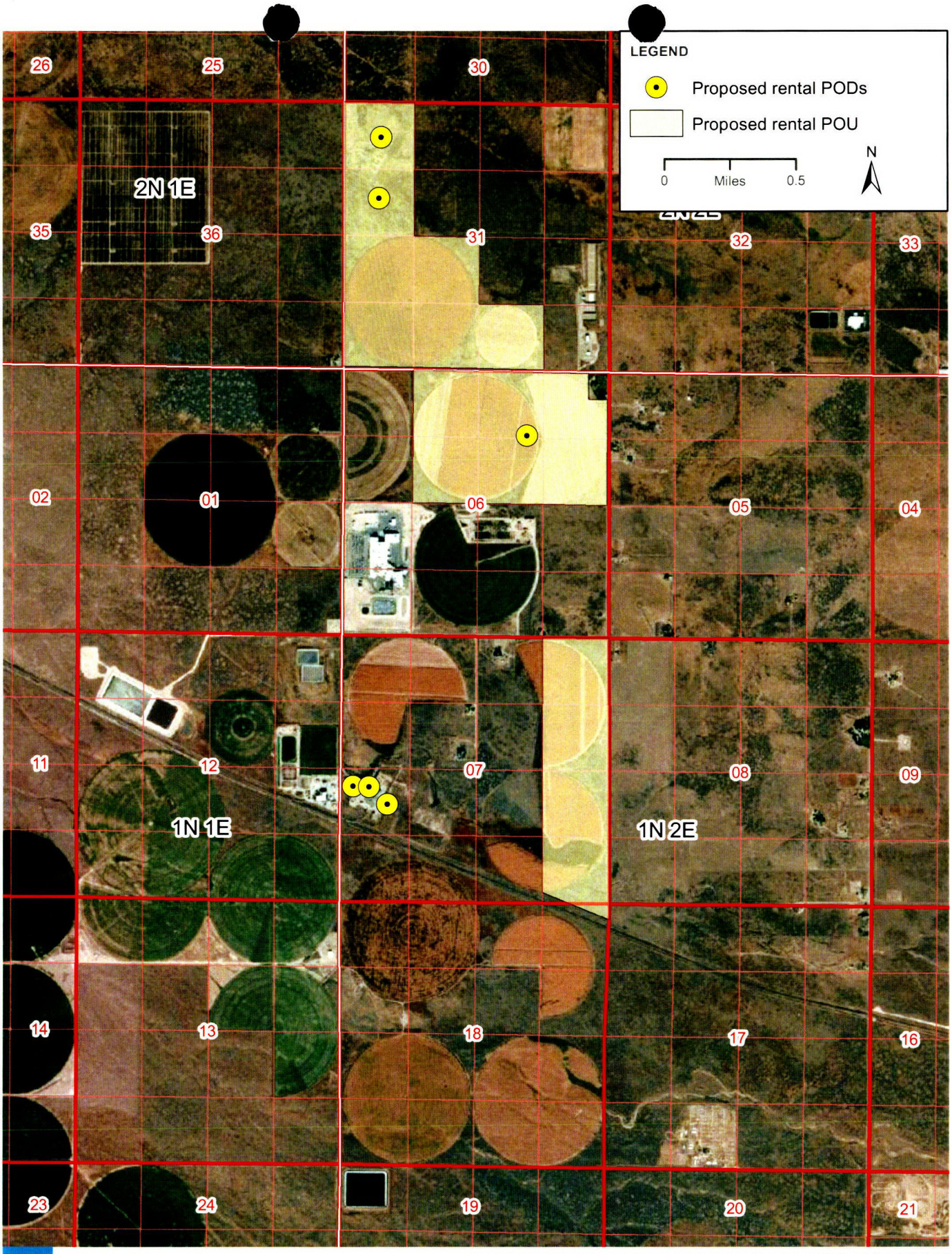
I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is 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	Printed Name of Applicant	Date
Kathy Rushmore	Kathy Rushmore	8/31/2022
Signature of Representative	Printed Name of Representative	Date

Print Form

Mail to:

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



WATER SUPPLY BANK RENTAL APPLICATION

ATTACHMENT #2

BRISBIE LLC

DATA SOURCE: NAIP 2021

0004827820

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 #: 0004827820

Date Filed: 7/20/2022 1:33:21 PM

Entity Name and Mailing Address:

Entity Name:	Brisbie LLC
Foreign Name (name in home jurisdiction):	Brisbie LLC
The file number of this entity on the records of the Idaho Secretary of State is:	0004388913
Address	1601 WILLOW RD MENLO PARK, CA 94025-1452

Entity Details:

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

The registered agent on record is:

Registered Agent	CORPORATION SERVICE COMPANY Commercial Registered Agent Physical Address 1305 12TH AVE RD NAMPA, ID 83686 Mailing Address 1305 12TH AVE RD NAMPA, ID 83686

Agent or Address Change

☐ Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	TItle	Business Address
■ RAJ SINGH	Manager	1601 WILLOW RD MENLO PARK, CA 94025-1452

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

Job Title: PRESIDENT

KATHERINE REYNOLDS KELLY — Sign Here

07/20/2022 — Date

BU/20-4033 07/20/2022 1:33 PM Received by ID Secretary of State Lawrence Denney

Page 1 of 1

1601 Willow Road
Menlo Park, CA 94025
USA

Meta

SECRETARY'S CERTIFICATE

The undersigned, Katherine R. Kelly, does hereby certify on behalf of Meta Platforms, Inc. (the "Company"), that she is the duly elected and acting Secretary of the Company and that:

1. Brisbie, LLC is a wholly owned subsidiary of the Company;

2. Katherine R. Kelly is an employee of the Company, duly appointed as CEO and President of the subsidiary; and

3. Kathy Rushmore is an employee of the Company, duly appointed with a power of attorney for the subsidiary; and

4. Katherine R. Kelly is authorized to act on behalf of Brisbie, LLC, to sign on or after May 13, 2022 and bind Brisbie, LLC, to contractual obligations.

5. Kathy Rushmore is authorized to act on behalf of Brisbie, LLC, to sign on or after May 31, 2022 and bind Brisbie, LLC, to contractual obligations.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 13th day of September, 2022.

By: Katherine R. Kelly
Katherine R. Kelly (Sep 21, 2022 10:32 PDT)
Katherine R. Kelly
Secretary

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=5 CHE FOWLER
FIRST AMERICAN TITLE AND ESCROW COMPANY

2022-090211
10/31/2022 02:17 PM
$15.00

Recording requested by and when recorded return to:

GIVENS PURSLEY LLP
Attn: Kimberly D. Maloney
601 W. Bannock Street
Boise, Idaho 83702
3890851-TDMC

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED
(Nicholson)

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, KC GARDNER COMPANY, L.C., a Utah limited liability company (**"Grantor"**) does hereby grant, bargain, sell and convey unto BRISBIE LLC, a Delaware limited liability company, whose mailing address is c/o Givens Pursley LLP, Attn: Kimberly D. Maloney, 601 W. Bannock Street, Boise, Idaho 83702 (**"Grantee"**), all of Grantor's right, title and interest in and to the following described real property, located in Ada County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein (the **"Land"**);

TOGETHER WITH all decreed and licensed water rights appurtenant to the Land, including those described in Exhibit B attached hereto and incorporated herein, and all ditches and ditch rights appurtenant thereto, and minerals and mineral rights appurtenant thereto, improvements thereon, and all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto (collectively with the Land, the **"Property"**).

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns, forever, and Grantor does hereby covenant to Grantee and its successors and assigns forever, that: (a) Grantor is owner in fee simple of the Property; (b) Grantor has a good right to convey the fee simple of the Property; (c) previous to the execution of this conveyance, Grantor has not conveyed the same estate to any person other than the Grantee; (d) the Property is free from any and all liens, claims and encumbrances done, made or suffered by Grantor, or any person claiming by through or under Grantor, except (i) the Permitted Exceptions identified on Exhibit C, attached hereto, (ii) real property taxes and assessments, for the current year, which are not yet due and payable, and (iii) any matters arising from the acts or omissions of Grantee; and (e) that Grantor will warrant and defend the same forever against any other liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, but none other.

[signature page follows]

DATED effective as of the 27th day of October, 2022.

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: _____
Name: _____
Its: Manager

STATE OF Utah)
) ss.
County of Salt Lake)

This record was acknowledged before me on October 27, 2022, by Christian Gardner as Manager of KC Gardner Company, L.C.

_____
Signature of Notary Public
My Commission expires: AUG 25, 2024

NOTARY PUBLIC
CHANTELLE MARTIN TAYLOR
COMM. # 713730
MY COMMISSION EXPIRES
AUGUST 25, 2024
STATE OF UTAH

Exhibit A

Legal Description of the Land

The Land referred to herein below is situated in the County of Ada, State of ID, and is described as follows:

Government Lot 1, Section 31, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho.

Exhibit B

Water Rights

The following decreed and licensed water rights are included with the conveyance of the Land:

1. That portion of Water Right Permit No. 63-34365 authorizing diversions of groundwater up to 0.84 cubic feet per second for irrigation of 42 acres in the NWNW (Lot 1) of Sec. 31, T2N, R2E, B.M.

Grantor, on behalf of itself and its successors and assigns, consents to Grantee's transfer of the water rights described in this Exhibit B to different uses or lands, and Grantor further acknowledges that the water rights conveyed herein shall be owned by Grantee free and clear of claims by other parties and such that they are not combined with water rights not conveyed to Grantee and do not share points of diversion or other facilities associated with water rights or lands not conveyed to Grantee, and Grantor agrees to execute and/or acknowledge any deeds or other instruments necessary to achieve such purposes.

Exhibit C

Permitted Exceptions

1. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.

2. Any tax, fee, assessments or charges as may be levied by Ada County Trash Service; none are due and payable as of the date hereof.

3. Right of way for South Cole Road.

4. Reservations in recorded United States Patent, recorded in Book 6, Page 131.

5. Any tax, fee, assessments or charges as may be levied by City of Kuna; none are due and payable as of the date hereof.

6. Temporary Easement Agreement and the terms and conditions thereof:

Between:	KC Gardner Company, L.C.
And:	Brisbie, LLC
Recording Information:	2022-070814

Attachment 3K

Brisbie LLC Legal

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=10 ANGIE STEELE
FIRST AMERICAN TITLE AND ESCROW COMPANY

2021-178909
12/21/2021 04:57 PM
$37.00

Recording Requested By and
When Recorded Return to:

Kimberly D. Maloney
Givens Pursley, LLP
601 W. Bannock St
Boise, Idaho 83702

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

3855104-TD

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (this "**Agreement**") is made effective as of the Effective Date by and between Owner and Grantee. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Owner hereby grants to Grantee an exclusive temporary construction easement (the "**Easement**") on, over, under and through the Property for the purpose of allowing Grantee to construct of the Project on the Property.

1. **Basic Agreement Terms**

1.1	Effective Date:	December 21, 2021.
1.2	Owner:	GC Kuna Land, L.C., 201 S. Main Street, Suite 2000, Salt Lake City, UT 84111.
1.3	Grantee:	Brisbie, LLC, c/o Deborah Nelson, Givens Pursley, 601 W. Bannock St., Boise, ID 83702.
1.4	Property:	As legally described and graphically depicted on Exhibit A, attached hereto; may also be referred to as the "**Easement Area**."
1.5	Purpose:	Any activity consistent with the construction of the Project on the Property.
1.6	Project:	A lagoon and wastewater treatment infrastructure improvements in accordance with the drawings and specifications approved by City of Kuna and the construction permits issued by City of Kuna.
1.7	Term:	Starting on the Effective Date, and expiring on the earlier of (a) the date that Grantee notifies Owner that construction is complete; or (b) March 31, 2023 (but subject to extension as provided in Section 3 (Term Extensions) and as provided in Section 12 (Force Majeure)) (the "**Expiration Date**").

2. **Easement.** Owner grants to Grantee an exclusive easement (subject only to pre-existing covenants) on, over, and under the Easement Area for the purpose of engaging in the construction of the Project by Grantee and contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns ("**Grantee Users**"). The Easement is granted for Grantee's use to do all things reasonably necessary to construct and install the Project

Brisble LLC
Legal

including the transport, stockpiling and storage of construction materials, soil, equipment and vehicles.

3. **Term Extensions.** Grantee may extend the Easement for additional six (6) month periods by giving written notice to Owner on or before the Expiration Date.

4. **Termination**. Upon termination of this Agreement, all covenants in this instrument are released (other than Grantee's indemnification obligations set forth in Section 6, which will survive the expiration or termination of this Agreement) and the Easement Area will be considered free and clear of any restriction or any right attaching to the grant of the Easement set forth in this Agreement. Upon termination, Grantee will execute and record an instrument to memorialize the termination of record.

5. **Insurance.** Grantee shall provide and maintain comprehensive general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) covering its obligations under this Agreement and insuring against claims for personal injury, bodily injury or death, and property damage or destruction. The limits of liability of all such insurance shall be not less than $2,000,000 for personal injury or bodily injury or death of any one person, $2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and $500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than $2,000,000 per occurrence. Such insurance shall be written with an insurer licensed to do business in the state in which the Leased Premises is located and may be provided under a blanket policy provided such policy otherwise complies with the foregoing requirements. Grantee shall furnish Grantor with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to the holders of such insurance and the holders of such certificates. Notwithstanding the foregoing, with respect to any insurance to be provided by Grantee hereunder, Grantee may elect to self-insure.

6. **Indemnity.** Grantee will defend, indemnify and hold Owner and its employees and agents (collectively, the "**Owner Parties**") harmless from and against all damages, losses, claims or expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal incurred by Owner), caused by the negligent or unlawful use of the Easement Area by Grantee Users, but only to the extent that such damages, losses, claims or expenses are attributable to personal injury or property damage arising from use of the Easement Area by Grantee Users; provided, however, Grantee will not be obligated to defend, indemnify and hold harmless any of the Owner Parties for matters caused by negligence, misconduct, a violation of this Agreement, or violation of applicable laws by any of the Owner Parties.

7. **Grantee Use of Easement.** The Easement will allow Grantee Users to use the Easement Area during the construction of the Project. Grantee will use the Easement Area solely for the purpose described in Section 1 and for no other purpose. In no event may any use of the Easement Area by Grantee Users violate any applicable law, rule or regulation relating to the Easement Area or materially impact Owner's normal business operations in the adjacent property.

8. **Right of Access.** For purposes of Grantee's complete control of the easement, only Grantee and Grantee Users (subject only to pre-existing covenants) will be allowed on the Property during the Term. Grantee shall have the power to exclude anyone who fails to comply with ordinary construction site safety standards from the Property, including Owner and Owner's representatives.

9. **Other Utilities.** If the Easement Area is subject to easements for other utilities, then Grantee agrees that it will not disturb the other utilities without the consent of the easement or utility owner or operator thereof.

10. **Modification of Easement Area.** Owner accepts and understands that in order to construct the Project, Grantee will significantly modify the Easement Area. Owner agrees to accept the modifications to the Easement Area and Grantee shall have no obligation to reclaim the Easement Area, except as agreed to as part of the Project.

11. **Notices.** Any notice or other communication that either party desires to give to the other party must be in writing and may be delivered by courier, electronic mail, US Mail or any other reasonable means to the other party at the addresses set forth above, or any other address as the other party may designate from time to time (including any mailing or notice address for such other party on the records of the Idaho Secretary of State).

12. **Binding Effect.** This Easement will be binding upon, and inure to the benefit of, Owner, Grantee and the Easement Area. Grantee may assign, license or delegate its rights and obligations hereunder to Grantee Users in furtherance of the construction activities contemplated herein. Owner and Grantee acknowledge that it is contemplated that during the term of this Easement, that Owner will convey the Property to the City of Kuna. Such conveyance of the Property shall be made subject to this Easement.

13. **Force Majeure.** If due to the occurrence of a Force Majeure Event, defined below, a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended for the period of time the Force Majeure Event continues; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. A "Force Majeure Event" means and refers to a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Idaho.

14. **General.** The laws of the State of Idaho will govern the interpretation and performance of this Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. This Easement may be modified only by a written instrument signed by Grantee and Owner. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and will have no effect upon construction or interpretation. This Easement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this Easement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Easement will remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this Easement.

15. **Attorneys' Fees.** In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-120, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses. The

Brisbie LLC
Legal

provisions of this Section 14 shall survive the termination of this Agreement and the entry of any judgment and shall not merge or be deemed to have merged into any judgment.

[end of text; signature page follows]

Brisbie LLC
Legal

DATED effective as of the Effective Date.

Owner: GC KUNA LAND, L.C.,
a Utah limited liability company,
by its Manager

KC GARDNER COMPANY, L.C.,
a Utah limited liability company,

By: _____
Name: _____
Its: Manager

Grantee: BRISBIE LLC,
a Delaware limited liability company

By: _____
Name: PAMELA A. JASIONSKI
Title: President

DATED effective as of the Effective Date.

Owner:

GC KUNA LAND, L.C.,
a Utah limited liability company,
by its Manager

KC GARDNER COMPANY, L.C.,
a Utah limited liability company,

By: _____
Name: Kem C. Gardner
Its: Manager

Grantee:

BRISBIE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Brisbie LLC
Legal

STATE OF _____)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____ by _____ as Manager of KC Gardner Company, L.C, the Manager of GC Kuna Land, L.C.

_____
Signature of Notary Public
My Commission expires: _____

STATE OF DELAWARE
COUNTY OF NEW CASTLE) ss.

On this 17 day of DECEMBER, 2021, before me, the undersigned, a Notary Public in and for the state of Delaware personally appeared Pamela Jaskulski known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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

MARY MARTINE SLICER
Notary Public
State of Delaware
My Commission Expires December 2, 2022

[seal]

Mary Martine Slicer
Notary Public for New Castle County
My Commission expires: 12/02/2022

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

This record was acknowledged before me on 12-16-2021 by Kem C Gardner as Manager of KC Gardner Company, L.C, the Manager of GC Kuna Land, L.C.

Signature of Notary Public
My Commission expires: 08-25-2024

NOTARY PUBLIC
CHANTELLE MARTIN TAYLOR
COMM. # 713730
MY COMMISSION EXPIRES
AUGUST 25, 2024
STATE OF UTAH

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the state of _____, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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

_____
Notary Public for _____
My Commission expires: _____

[seal]

Brisbie LLC
Legal

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

An area of land being a portion of the East One Half of the East One Half of Section 7, AND a portion of the Northeast One Quarter of the Northeast One Quarter of Section 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 7, thence on the east line of said Section 7, South 00° 07' 33" West, 1336.95 feet;

Thence South 00° 06' 26" West, 1337.05 feet;

Thence South 00° 06' 02" West, 2632.33 feet, to the Southeast corner of said Section 7;

Thence on the east line of said Section 18, South 01° 12' 13" West, 364.70 feet, to a point on the northerly right of way line of the Union Pacific Railroad;

Thence on said northerly right of way line, North 68° 05' 53" West, 1421.13 feet, to a point on the west line of said East One Half of the East One Half;

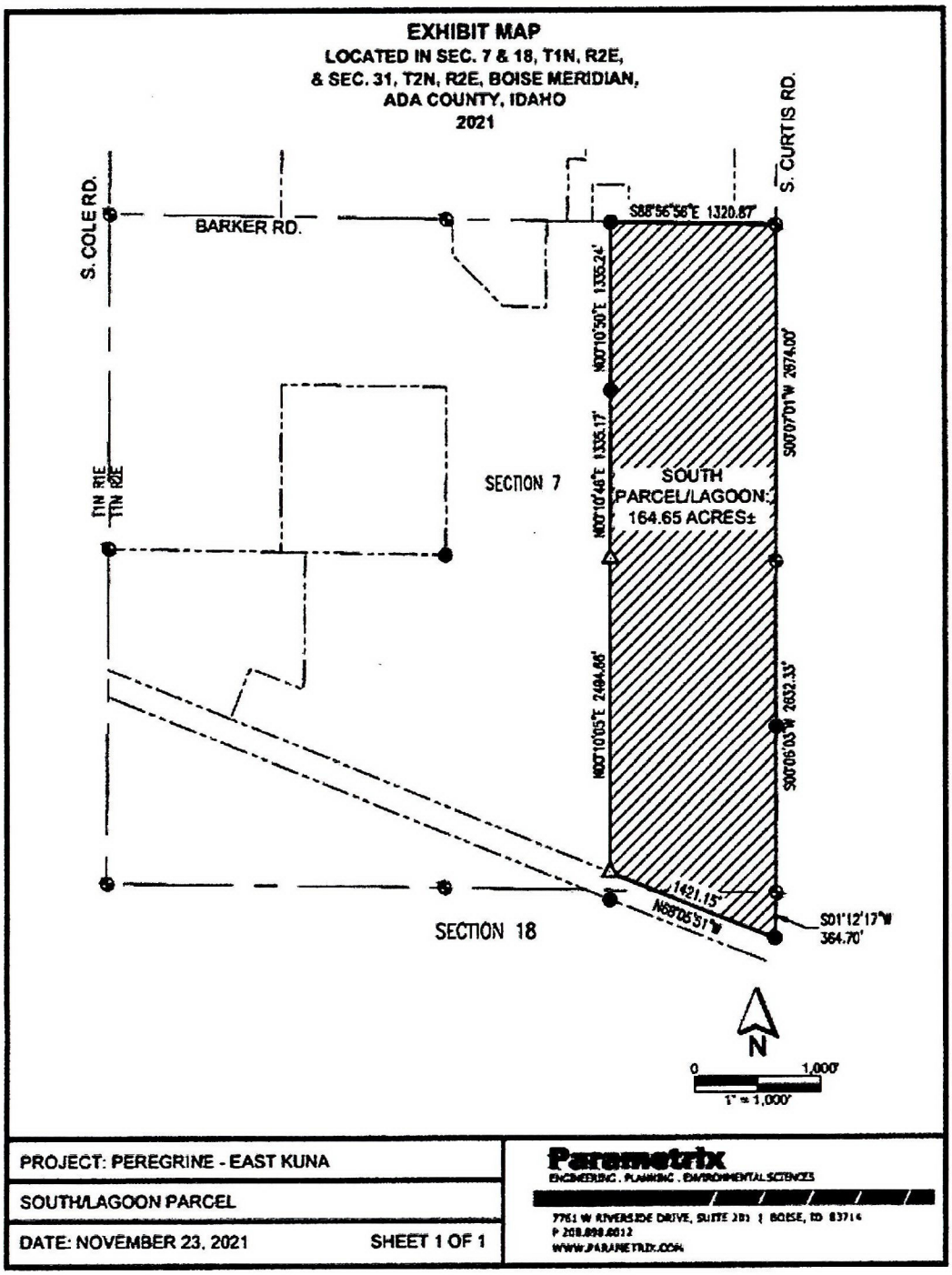
Thence on said west line, North 00° 10' 02" East, 2494.66 feet;

Thence North 00° 10' 43" East, 1335.17 feet;

Thence North 00° 10' 47" East, 1335.24 feet, to a point on the north line of said Section 7;

Thence on said north line, South 88° 56' 59" East, 1320.87 feet to the POINT OF BEGINNING.

The above-described area of land contains 164.65 acres, more or less.


EXHIBIT MAP
LOCATED IN SEC. 7 & 18, T1N, R2E,
& SEC. 31, T2N, R2E, BOISE MERIDIAN,
ADA COUNTY, IDAHO
2021
S. CURTIS RD.
S. COLE RD.
BARKER RD.
S88°56'56"E 1320.87'
N00°10'50"E 1335.24'
S00°07'01"W 2674.00'
N00°10'48"E 1335.17'
SECTION 7
SOUTH PARCEL/LAGOON: 164.65 ACRES±
T1N R1E
T1N R2E
N00°10'05"E 2484.66'
S00°06'03"W 2632.33'
1421.15'
N55°05'51"W
S01°12'17"W 364.70'
SECTION 18
N
0
1,000'
1" = 1,000'
PROJECT: PEREGRINE - EAST KUNA
SOUTH/LAGOON PARCEL
DATE: NOVEMBER 23, 2021
SHEET 1 OF 1
Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES
7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714
P 208.898.6012
WWW.PARAMETRIX.COM

Monthly Total Precipitation for Boise Area, ID (ThreadEx)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2000	1.51	2.06	1.69	1.01	0.83	0.14	0.03	0.10	0.60	2.59	0.68	0.80	12.04
2001	1.07	0.49	1.07	1.20	0.27	0.32	0.15	T	0.44	0.86	1.52	1.15	8.54
2002	0.94	0.19	1.06	0.83	0.01	0.19	0.09	0.05	0.39	0.31	0.87	2.03	6.96
2003	1.56	0.87	1.48	1.39	1.35	0.18	0.27	0.33	0.04	T	1.02	1.62	10.11
2004	1.85	1.46	0.51	0.36	2.37	0.26	0.59	0.44	0.25	1.53	0.70	1.24	11.56
2005	0.23	0.34	1.20	1.16	3.96	0.91	0.02	T	0.32	0.44	1.71	3.37	13.66
2006	1.77	0.41	2.19	1.82	1.19	0.82	0.24	0.02	0.16	0.40	1.43	1.69	12.14
2007	0.19	1.27	0.32	1.06	0.23	0.94	0.02	0.04	0.65	1.03	1.06	1.27	8.08
2008	0.94	0.55	1.21	0.26	0.65	0.53	0.28	T	0.94	0.75	1.39	1.75	9.25
2009	0.87	0.20	1.26	0.72	0.98	1.54	0.04	1.79	0.01	1.39	0.71	1.75	11.26
2010	1.35	0.83	1.72	1.58	2.30	0.81	0.11	0.27	0.01	1.18	1.57	3.25	14.98
2011	1.33	0.52	2.25	1.53	1.81	0.46	0.02	T	0.09	1.79	0.33	0.36	10.49
2012	2.72	0.67	2.23	1.94	0.90	0.19	0.07	T	0.05	1.01	0.58	1.09	11.45
2013	1.21	0.63	0.36	0.95	0.75	0.41	0.13	0.45	1.75	0.76	1.49	0.66	9.55
2014	0.81	2.22	2.34	2.15	0.60	0.27	0.08	0.16	0.92	0.41	2.17	3.34	15.47
2015	0.83	1.35	0.51	0.60	1.50	0.17	0.96	0.18	0.51	0.92	1.71	1.71	10.95
2016	0.83	0.67	1.46	0.69	0.91	0.18	0.27	T	0.21	1.28	0.23	1.99	8.72
2017	2.96	1.22	2.86	2.01	0.74	1.40	0.01	0.22	0.56	0.60	1.77	1.02	15.37
2018	1.36	0.56	1.89	1.01	1.88	0.25	0.10	0.01	0.00	1.41	0.80	1.40	10.67
2019	1.08	3.71	1.31	1.99	3.98	0.04	0.02	0.09	0.85	0.29	0.12	1.06	14.54
2020	2.29	1.15	1.82	1.12	1.98	3.27	0.08	0.07	0.04	0.45	1.71	0.56	14.54
2021	1.24	1.62	0.95	0.96	0.77	0.77	0.92	0.19	0.37	1.95	1.06	1.54	12.34
2022	1.08	0.08	0.39	1.15	2.46	1.03	T	0.09	0.24	0.88	M	M	M
Mean	1.31	1.00	1.39	1.20	1.41	0.66	0.20	0.20	0.41	0.97	1.12	1.58	11.49
Max	2.96 2017	3.71 2019	2.86 2017	2.15 2014	3.98 2019	3.27 2020	0.96 2015	1.79 2009	1.75 2013	2.59 2000	2.17 2014	3.37 2005	15.47 2014
Min	0.19 2007	0.08 2022	0.32 2007	0.26 2008	0.01 2002	0.04 2019	T 2022	T 2016	0.00 2018	T 2003	0.12 2019	0.36 2011	6.96 2002

WSB Mailing Checklist for Rentals

(For use on all new rental applications)

Key: Who Completes What?
CLERICAL STAFF: MK
REVIEWER:

Application # ~~2551~~ 2436

Agreement # 744

Received Date: ~~9/2/2022~~ → 1/3/2023
Latest Start Date: 12/30/2022
Renter: Brisbie LLC
Rental Expiration Date 12/31/23
Lease/Rental Package (Y) N

executed 6/7/23

Water Right	Lease Contract ID
# 63-3362	
# 63-10383	1684
# 63-11347	
# 63-34795	
#	
#	
#	
#	
#	
#	
#	
#	
#	

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:
met in-person, requested consumptive/historic use data
↳ will submit crop records & combined limit breakdown

Admin Fee Only

Mailings (per application)	Original	CC	Email or Address
Renter: Brisbie	☐	☐	
Attorney: Mike Lawrence &	☐	☒	
Consultants Name: Terry Scanlan	☐	☒	
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: Western	(final only)	☒	
Watermaster: N/A	(final only)	☐	
Compliance:	(final only)	☐	

Resolving NOV? Y / N
#

Call up Date:

DO NOT SCAN

Condon, Mary

From: Condon, Mary
Sent: Friday, March 31, 2023 4:04 PM
To: Miller, Nick
Cc: Storms, Scott; Hummer, Phill
Subject: RE: Brisbie Lease review 2023 - 63-3362 et al
Attachments: Rental Review Memo Brisbie.docx; Rental Map_Brisbie 2023.pdf; 16475248_1 _RECORDED_Special Waranty Deed - Inst. 2022-090211.PDF; 16151194_1_12_Temporary Construction Easement Agreement 2021-178909.PDF

Nick,

Please see the attached rental review memo and map for Brisbie, and kindly reply with comments or concerns within 10 days.

Best,
Mary

From: Condon, Mary
Sent: Tuesday, March 28, 2023 11:35 AM
To: Miller, Nick <Nick.Miller@idwr.idaho.gov>
Cc: Storms, Scott <Scott.Storms@idwr.idaho.gov>; Hummer, Phill <Phill.Hummer@idwr.idaho.gov>
Subject: Brisbie Lease review 2023 - 63-3362 et al

Nick,

Please see attached review memo for Brisbie's 2023 lease and kindly respond with comments or concerns within 10 days. I'm working on the rental side now for CNOU from irrigation to industrial, similar to their protested transfer, and hope to send to you by end of the week.

Best,
Mary

From: Miller, Nick <Nick.Miller@idwr.idaho.gov>
Sent: Friday, January 27, 2023 11:27 AM
To: Condon, Mary <Mary.Condon@idwr.idaho.gov>
Cc: Storms, Scott <Scott.Storms@idwr.idaho.gov>; Hummer, Phill <Phill.Hummer@idwr.idaho.gov>
Subject: RE: Brisbie Lease review 2022 - 63-3362

The Brisbie transfer came out of advertising and it has been protested by the City of Boise. It is not likely to be completed in the near future. So, probably should go ahead and process the lease/rental.

Nick.

From: Condon, Mary <Mary.Condon@idwr.idaho.gov>
Sent: Friday, January 27, 2023 11:05 AM
To: Miller, Nick <Nick.Miller@idwr.idaho.gov>
Cc: Storms, Scott <Scott.Storms@idwr.idaho.gov>; Hummer, Phill <Phill.Hummer@idwr.idaho.gov>
Subject: Brisbie Lease review 2022 - 63-3362

Good morning, Nick,

Please see the attached review memo and lease map for the lease of right 63-3362 during 2022, only, and kindly respond with comments or concerns within 10 days.

There is an additional application for lease and rental for 2023 only for this right along with rights 63-10383 (irrigation only), 63-11347, and 63-34795 for a change in nature of use from irrigation to industrial, which is similar to transfer application 87042. It appears the protest period ended on January 23, 2023. Please let me know if Western will be processing the transfer in the next few weeks towards an approval, or if I can move forward with the lease rental in place of the transfer application for 2023. They need one or the other approved for construction as soon as possible, detailed in the attached Re_Brisbie LLC Water Supply Bank email document.

Best,
Mary

Mary Condon
Water Supply Bank Coordinator
IDAHO DEPARTMENT OF WATER RESOURCES
Planning & Projects
mary.condon@idwr.idaho.gov
Direct: (208) 287-4936

MEMORANDUM FOR AGREEMENT # 744

To: Water Right(s) 63-3362, 63-10383, 63-11347 and 63-34795

From: Mary Condon

Date: November 25, 2022, March 28, 2023

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

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PURPOSE/NARRATIVE: Companion lease and rental applications of right 63-3362, for a change in nature of use, received on September 9, 2022, with a requested start date of 2022 through 2023. Transfer application 87402 to change the nature of use of 63-3362, POU and PODs, along with rights 63-11347 & 63-34795 recently acquired by Brisbie LLC, was filed on October 6, 2022. As part of the transfer application, the applicants also seek to correct a miscalculation on combined limits for rights 63-10383 with 63-11347 from a previous transfer. 63-10383 was not included in the transfer application.

Updated lease application during 2022 of right 63-3362 with no rental and additional lease applications for 2023 of rights 63-10383 (irrigation), 63-11347 & 63-34795 along with companion rental of these rights for 2023 were verified by the representative via email on January 26, 2023. This review is for the 2023 calendar year rental of rights 63-3362, 63-10383 (irrigation), 63-11347 & 63-34795 for a change in nature of use from irrigation to industrial for construction purposes (dust control, compaction, and rock crushing).

AUTHORITY TO FILE: Brisbie LLC is named as the applicant for both the lease and rental applications and submitted change of ownership records at the same time. The applications are signed by Kathy Rushmore, and lists Terry Scanlan of HDR as the representative. Terry later submitted proof of authority for Kathy Rushmore to sign, which was signed by Katherine Kelly, who is listed as an authorized agent for Brisbie in the annual report to the Idaho Secretary of State in 2022. Parcel ownership for lease and rental locations is in the name of Brisbie LLC, with the exception of lands located in Section 7 for rental. The approximately 164 acres identified as part of the rental location on the east quarter half of section 7 are owned by GC Kuna, which Brisbie included a construction easement showing access and construction permitted from GC Kuna to Brisbie LLC for the same lands. Rental PODs are associated with valid water rights and permit owned by Brisbie. No concerns with authority to file.

WATER RIGHT VALIDITY: Rights are valid and available via lease during 2023 for rental. No concerns with validity.

INJURY TO OTHER WATER RIGHTS: This rental request is for a change in nature of use from Irrigation to Industrial, as well as an extended season of use from 214 days to 365 days. It is of note that this area has been gradually converting irrigation rights to industrial, and therefore use of the ground water from November through March is increasing, while from April to October irrigation and therefore incidental recharge are decreasing. Uses for other than irrigation near rental PODs include municipal, domestic, stockwater, and industrial, including right 63-7531 not owned by Brisbie but is diverted from the same lease wells and within the same PPU as 63-3362 et al.

Amounts available for rental under above listed leased rights and portions for extended period of use will not increase the monthly values diverted historically in the summer but will increase amount diverted in the winter months since these were developed for irrigation. Extending the

season of use of ground water is allowable under current procedures and statutes and is not expected to injure other water rights.

ENLARGEMENT OF USE: Since this rental request is for a change in a nature of use from irrigation to industrial with a change in season in use from irrigation season to year-round, the consumptive use of historic corn crop is considered so as to limit the annual volume allowable under the rental from the leased rentable amounts. Evapotranspiration Data from U of I, Kimberly Extension for the mean precipitation deficit was run for Kuna station on field corn, silage corn, and sweet late season corn. Field corn shows the highest consumptive use of about 2.3 acre-feet per acre. The rental application states and requests a consumptive use of 2.3 acre-feet per acre for corn, which is reasonable. See Table 1 below for rented amounts based on consumptive use of leased rights, along with their combined limits.

Leased amounts less 10%

			rate	Vol	C/U	acres	cfs/ac	vol/ac	limited
BRISBIE	63-3362 (CL 3)	Irrigation	2.04	639		142.0	0.014	4.7	4.5 limited
	63-10383 (CL 2)	Irrigation only	2.30	518.9		115.3	0.020	4.7	4.5 limited
	63-11347 (CL 3)	Irrigation	0.54	135.9		30.2	0.018	4.7	4.5 limited
	63-34795 (CL 3)	Irrigation	1.15	283.5		63.0	0.018	4.7	4.5 limited
		Brisbie Leased C/L rentable	2.77	1,577.1		350.5	0.008	4.5	

Rental

			rate	Vol	C/U	acres	cfs/ac	C/U / acre
BRISBIE	63-3362 (CL 3)	Irrigation to industrial	2.04	639	326.6	142.0	0.0144	2.3
	63-10383 (CL 2)	Irrigation to industrial	2.3	518.85	265.19	115.3	0.0199	2.3
	63-11347 (CL 3)	Irrigation to industrial	0.54	135.9	69.46	30.2	0.0040	2.3
	63-34795 (CL 3)	Irrigation to industrial	1.15	283.5	144.9	63.0	0.0183	2.3
		Brisbie C/L rentable	2.77	1577.1		350.5	0.00791	4.5
		Rental amounts	2.77		806.2			
		Requested 1	2.27		363			
		Requested 2	0.81		537.3			
		Sum	3.08		900.3			

Table 1. Leased rentable amounts, calculated consumptive use and limits of rental amounts

UPDATE 3/29/2023 – Additional review of overlap on the leased PPU for these rights – There are three active irrigation and irrigation storage permits from ground water within or overlapping the PPU of these leased rights, but none of the permits were conveyed to Brisbie and should be considered severed from the parcels owned by Brisbie. Permits 63-12546, 63-33884 and 63-34373 are each held by different entities who own lands within the PVIC service area, which have not been vested or executed as active water rights yet and as such, will not be considered to alter, modify, or impact the leased rights available for rental or their historic use. No enlargement through this rental is expected.

LOCAL PUBLIC INTEREST: Industrial use is for a construction project which has received approval by the city and county for the rental place of use and also provides considerable economic benefit. Transfer 87402 for similar purpose of these rights was advertised and protested, but the protest did not list any specific concerns other than questioning whether the transfer application meets the criteria per Idaho Code, section 42-222. All criteria for consideration under statute and as required per the Water Supply Bank Rules, IDAPA 37.02.03 have been included, considered, and met within this review memo for the rental of the leased

rights for one year for construction purposes. Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The rental for industrial purposes is a beneficial use in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The location for the rental PD is located in Western Region and is not subject to a Water District. Request for comment sent on March 31, 2023.

Hummer, Phill

From: Parker, Cody
Sent: Monday, November 7, 2022 5:03 PM
To: Condon, Mary; Hummer, Phill
Subject: RE: Brisbie Combined Limits

Also, water right 63-7531 was decreed for 3.6 cfs. Then a 0.69 cfs split occurred from the right but the overall rate was not reduced on 63-7531. So now 63-7531 plus the split portion (63-34224) combined equal 4.29 cfs (compare to 3.6 cfs original). So the split and subsequent transfer seem to have enlarged the use of water. I think at this point they may need to submit a new transfer to correct all of this. I can't imagine just issuing a new order correcting the transfer approval but maybe its possible. Phill any thoughts?

From: Condon, Mary <Mary.Condon@idwr.idaho.gov>
Sent: Monday, November 7, 2022 3:10 PM
To: Hummer, Phill <Phill.Hummer@idwr.idaho.gov>; Parker, Cody <Cody.Parker@idwr.idaho.gov>
Subject: Brisbie Combined Limits

Good afternoon,

I need to get this discrepancy figured out, so I'll try to explain what happened.

Right 63-7531 was licensed for 3.6 CFS then afterwards right 63-10383 for 5.2 CFS for the same well, and both were limited to the well's max diversion rate of 5.87 CFS.
Four rights 63-7531 & 63-10383, plus 63-3362 and 63-11347 are combined limited to a total diversion rate of 10.77 CFS.
Right 63-3362 is for 2.67 CFS and 63-11347 is for 2.23 CFS.
Taking the total of 10.77 CFS minus each 63-3362 and 63-11347, leaves the combined limit of 5.87 CFS for the other two rights, meaning 63-3362 and 63-11347 are additive.
(10.77-2.67-2.23=5.87)

Then transfer 81871 took a portion of all these four rights, but the split rights (63-34223 to -34226) were not limited and were given a max diversion limit equal to additive amounts.
However, the transfer proportionately reduced the combined limits of all 4 original rights (63-7531 & 63-10383, 63-3362 and 63-11347) down to 8.88 CFS but did not reduce the combined limit of the two rights 63-7531 and 63-10383 which still are still limited to 5.87 CFS. Rights 63-7531 & 63-10383 should have been limited to 4.72 CFS so that the other two rights were still additive, but the new combined limit on all four implies that rights 63-3362 and 63-11347 do not have full diversion rates.

Brisbie bought three of the four rights, where Montierth still owns 63-7531, which limits 63-10383 (and now the other two), and Brisbie is proposing to put 63-3362 into the bank. Is there a way to fix the combined limit on the two – 63-7531 with 63-10383? If not, does this limit down 63-3362 to prevent 'enlargement?'

I've attached two sheets with limits.

Thanks,
Mary

IDAHO DEPARTMENT
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

September 9th, 2022

BRISBIE LLC
C/O GIVENS PURSLEY LLP
ATTN MICHAEL P LAWRENCE
601 W BANNOCK ST
BOISE ID 83702

RE: APPLICATION(S) 2436 TO RENT WATER FROM THE WATER SUPPLY BANK

Dear Applicant:

The Idaho Department of Water Resources (Department) acknowledges receipt of your application(s) to rent water from the Idaho Water Resource Board's Water Supply Bank (Bank) for the industrial use of 363 acre-feet. Filing a Bank rental application does not automatically result in approval.

Before a rental application can be approved, the rental request must be reviewed, a rental agreement must be prepared, the agreement must be approved by the applicant and the Department, and the rental fee must be paid. To maximize the number of rental applications processed while managing competing priorities, the Department begins accepting rental applications on November 1 for use in the next calendar year, and it processes as many applications as it can before the start of the irrigation season in March or April. Once the irrigation season begins, Department staff members are reassigned to address field work and other duties. Consequently, few rental applications are processed after May 1.

The Department may not be able to process your application prior to the latest possible start date on your application. Your application will remain in the order it was received for review, unless you request it be returned, or the irrigation season ends prior to finalization of a review.

In future years, we encourage you to file your rental applications as soon as possible after November 1 to improve the chances that they will be processed.

Water Supply Bank Processing for application status may be found on the Department's website at https://idwr.idaho.gov/iwrb/programs/water-supply-bank/resources/ .

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

Sincerely,

Mackenzie Kienholz
Water Supply Bank Specialist

C: Terry Scanlan – HDR Engineering