

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 723

RECEIVED

APR 12 2023

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

CSS FARMS, LLC
5911 2ND AVE W
KEARNEY, NE 68847-1581

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)
17-2052	4/15/1966	GROUND WATER	0.19	80.7	56.3	0.003	1.43
17-7063	9/12/1975	GROUND WATER	0.63	172	122.6	0.010	2.59
Combined Rental Totals			0.82	252.7	122.6	0.01	2.06

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: \$581.21

The full fee for the rental of the above-described right(s) is \$581.21 for 2023. The rental fee includes an administrative fee of \$581.21 for 2023. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 17-2052, 17-7063.

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	0.82	252.7	122.6	0.007	2.06
Combined Total	0.82	252.7	122.6	0.007	2.06

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 723

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

4/14/23
Date

Cody Semons
Printed Name

Farm Manager
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 4/14/23

Rental approved by IDWR 

Date 4/14/23

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 723

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SENW Sec. 25, Twp 14S, Rge 32E, ONEIDA County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
0.82 CFS

VOLUME
252.7 AF

SEASON OF USE

Water Right No.	From	To	
17-2052	4/1	10/31	0.23 CFS
17-7063	5/1	9/15	0.76 CFS

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	
14S	32E	36					30.3	30.3	31	31									122.6

Total Acres: 122.6

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 right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use
10. The period of use for the irrigation described in this approval may be extended to a beginning date of 4/1 and an ending date of 10/31 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 5/1 and after 9/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than December 7, 2012.

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WATER SUPPLY BANK RENTAL AGREEMENT No. 723

11. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
12. This rental agreement does not authorize the construction of a well.
13. This rental does not grant any right-of-way or easement on the property of another party.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 723

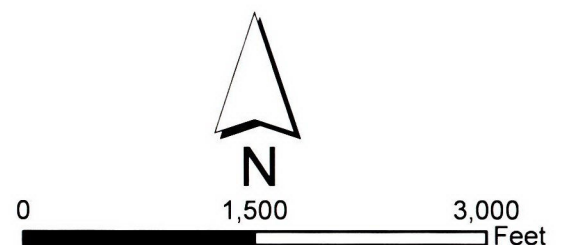
Effective until December 31, 2023

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



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

JAN 27 2023

DEPARTMENT OF
WATER RESOURCES

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

Applicant Name: CSS Farms, 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)

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)

17-2052

17-7063

2579

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant CSS Farms, LLC

Mailing Address 5911 2nd Ave West Kearney, NE 68847

Street

City

State

Zip Code

Email Address _____

Phone Number _____

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 Greg Sullivan

Professional Title Engineer

Organization Brockway Engineering

Relationship to Applicant Consultant

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

Email Address greg.sullivan@brockwayeng.com

Phone Number 208-736-8543

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 will provide the necessary water to irrigate a new pivot.

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)
0.82 CFS	252.7 AF	0.82 CFS	252.7 AF	122.6 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?	
5/1/2023	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):

Existing wells, pumps and motors. New main line and pivot system will be installed.

- 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
14S32ESec 25 SENW	Ground Water	17-2052, 17-7063

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 122.6 (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)
17-2052	Irrigation	0.23	98.0	68.3		0.19	80.7	56.3
17-7063	Irrigation	0.76	208.9	80.6		0.63	172.0	66.3
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	0.82	252.7	122.6
						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**:

N/A

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:

- 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
N/A

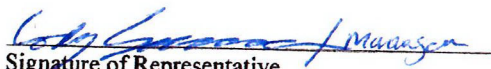
DECLARATION

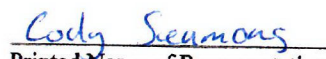
I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is 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

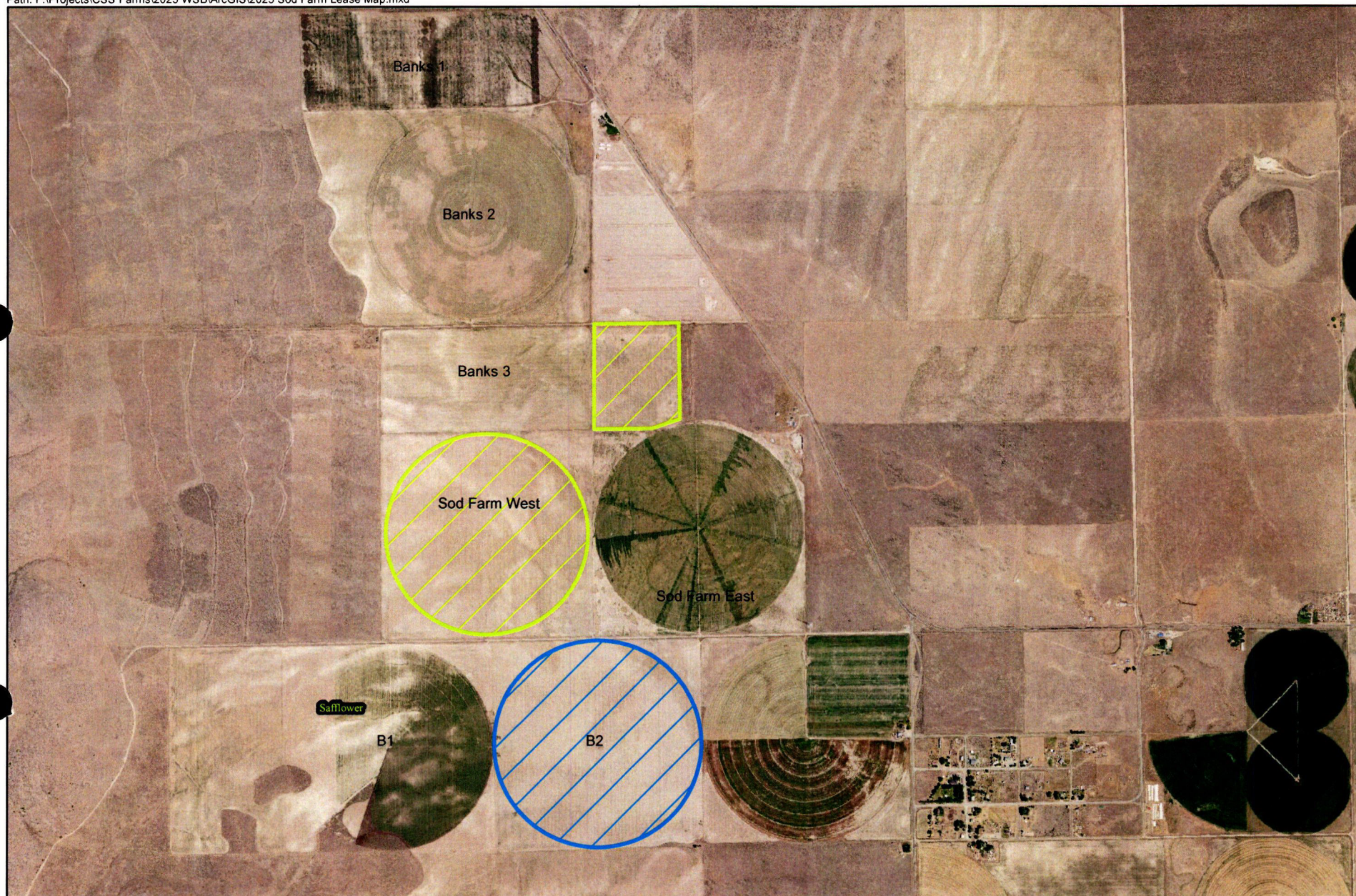

Signature of Representative


Printed Name of Representative

1/18/23
Date

Mail to:

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



0 0.225 0.45 Miles

CSS POTATO FARMS, LLC

SOD FARM
WATER BANK 2023
NAIP 2021 AERIAL

BROCKWAY ENGINEERING, PLLC.
JJJ - Date: 11/7/2022

Legend

-  2023 Lease Acres- 148.9 Acres
-  2023 Rental Acres- 122.6 Acres



CSS Farm 2023

Main Farm Lease

Total Acres **1230**
 CFS **16.53**
 AFA **4305** 3.50 AFA/acre
 Acres sold/ Transferring **598.7**
 0.486748 %

Water Right	Amount			Acre Limit
	cfs	AFA	Acres	
17-7007	8	2198	829	1230
17-2028	2.97	1078.1	394	
17-2045	4.03	626.4	385	
17-2030	2.08	402.5	115	
Additive Totals	17.08	4305.0	1723.0	

Lease Amount		
cfs	AFA	Acres
3.89	1069.9	403.5
1.45	524.8	191.8
1.96	304.9	187.4
1.01	195.9	56.0

Leasing Amount

8.05	CFS
2095.5	AFA
598.7	Acres

Sod Farm Lease

Total Acres **316**
 CFS **2.11** 0.007 CFS/acre
 AFA **651.4** 2.06 AFA/acre
 Acres sold/ Transferring **148.9**
 0.471203 %

Water Right	Amount			Acre Limit
	cfs	AFA	Acres	
17-2052	0.49	208	145	316
17-7063	1.62	443.4	171	
Total	2.11	651.4	316	

Lease Amount		
cfs	AFA	Acres
0.23	98.0	68.3
0.76	208.9	80.6

Leasing Amount

0.99	CFS
306.9	AFA
148.9	Acres

Main Farm Rental

Acres Rented **413.1**
 0.335854 %

Water Right	Rental Amount		
	cfs	AFA	Acres
17-7007	2.69	738.2	278.4
17-2028	1.00	362.1	132.3
17-2045	1.35	210.4	129.3
17-2030	0.70	135.2	38.6

Rental Amounts

5.55	CFS
1445.9	AFA
413.1	Acres

Sod Farm Rental

Acres Rented **122.6**
 0.387975 %

Water Right	Rental Amount		
	cfs	AFA	Acres
17-2052	0.19	80.7	56.3
17-7063	0.63	172.0	66.3

Rental Amounts

0.82	CFS
252.7	AFA
122.6	Acres

FARM LEASE (B2 Pivot)

1. **PARTIES:** The parties of this lease are:

Landlord: Brad Wolstenhulme
Address: 101 Valleyview Drive
Montpelier, Idaho 83254

Social Security or Federal I.D. Number: [REDACTED]

Tenant: CSS Farms, LLC
5911 2nd Ave W
Kearney, NE 68847

2. **PROPERTY:** The Landlord leases to the Tenant the following described real property located in Oneida County, Idaho:

Approx'y 120 acres in the NW ¼ section 36T-14S,R-32E. (B2 Pivot)

3. **TERM:** The term of this Lease shall be for one (1) year, commencing January 1, 2023 and ending on December 31, 2023.

4. **RENTAL AMOUNT:** The total rental amount will be [REDACTED] - to be paid by April 15, 2023.

Tenant plans to install a center pivot irrigation system and ancillary equipment on this property in 2022. All removable personal property that Tenant places on the property shall remain the property of the Tenant, both during and after the expiration of this lease.

5. **INSURANCE:** The Tenant shall provide liability insurance for injuries or damages occurring on the premises due to its negligence, acts or failure to act, and those of its employees, agents, and invitees.

The Tenant shall obtain and pay for insurance covering the irrigation system, and the Landlord will have no financial obligations relative to the center pivot irrigation system and ancillary equipment.

6. **IRRIGATION SYSTEM:** Tenant will be responsible for the day-to-day operation of the irrigation system that Tenant places on the property. Tenant will

be responsible for all repairs as well as all recommended preventative maintenance to the center pivot, irrigation well, pump, motor, pipeline, and associated electrical equipment.

Tenant will provide the water and will pay all power costs incurred in operating the irrigator on the land rented by the Tenant during the term of this lease.

Landlord will not be liable for any damages to the crop due to lack of water.

Tenant will provide all the water needed by the Landlord in the fall (at no cost to the Landlord) to establish a wheat (or other cover crop) on the acres planted to potatoes each year.

7. FARMING PRACTICE: Tenant agrees to farm the land according to the farming practices that are proper, standard, and accepted in the locality.

Tenant agrees to use only such seeds, fertilizers, herbicides, and other chemicals in such quantities and qualities as are proper, standard, federally labeled according to FIFRA, and accepted in the locality.

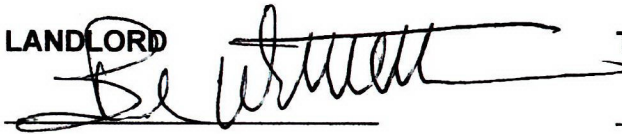
8. REAL ESTATE TAXES: Landlord shall be responsible for payment of all real estate and personal property taxes and special assessments due on the property for the full term of this agreement and any extensions thereof.

9. HERBICIDE DISCLOSURES: Landlord represents and warrants that all herbicides used on the Leased Premises during the prior three production seasons are set forth on attached Schedule A, and further represents and warrants that the rates, methods of application, and other information provided on Schedule A are truthful and accurate in all respects.

10. ENTIRE CONTRACT and AMENDMENT: This agreement shall constitute the entire contract between the parties, and this agreement shall not be changed, nor any provision waived unless in writing signed by both parties. All of the agreements contained in this lease shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Dated this 22 day of Dec, 2023.

LANDLORD



By: _____

Title: _____

Witness: _____

TENANT



By: _____

Title: _____

Witness: _____

CONTRACT OF AGREEMENT

To Whom It May Concern,

Holbrook Farm LLC, and CSS Potato Farms, LLC have in place a long term farm lease agreement or contract for property owned by Holbrook Farm LLC. The contract includes the property, water rights and water distribution systems pertaining to water rights 17-7007, 17-2028, 17-2045, 17-2030, 17-2052 and 17-7063.

CSS Potato Farms, LLC has agreed to pay the annual farm contract payment for all years in which CSS Potato Farms, LLC will rent water owned by Holbrook Farm, LLC. No additional fees are required by Holbrook Farm, LLC of CSS Potato Farms, LLC from the Idaho Water Supply Bank.

Therefore, the rental payment of the 90% of the rental fees for water rights 17-7007, 17-2028, 17-2045, 17-2030, 17-2052 and 17-7063 have been paid in full.

Holbrook Farm, LLC:



Date: 2/25/2021

CSS Potato Farms, LLC

Date: _____

CONTRACT OF AGREEMENT

To Whom It May Concern,

Holbrook Farm LLC, and CSS Potato Farms, LLC have in place a long term farm lease agreement or contract for property owned by Holbrook Farm LLC. The contract includes the property, water rights and water distribution systems pertaining to water rights 17-7007, 17-2028, 17-2045, 17-2030, 17-2052 and 17-7063.

CSS Potato Farms, LLC has agreed to pay the annual farm contract payment for all years in which CSS Potato Farms, LLC will rent water owned by Holbrook Farm, LLC. No additional fees are required by Holbrook Farm, LLC of CSS Potato Farms, LLC from the Idaho Water Supply Bank.

Therefore, the rental payment of the 90% of the rental fees for water rights 17-7007, 17-2028, 17-2045, 17-2030, 17-2052 and 17-7063 have been paid in full.

Holbrook Farm, LLC:

Date: _____

CSS Potato Farms, LLC

 _____

Date: 01/25/2021

**Designation of Agent and Grant of Authority
Holbrook Farm, LLC**

This Designation of Agent and Grant of Authority is made this the 26th day of January, 2017, by the Manager of International Farming Corporation GP2 LLC, a Delaware limited liability company ("IFC") to Brian Uken.

Whereas, IFC is the General Partner of U.S. Farming Realty Trust II, LP, the sole member of Holbrook Farm, LLC ("Holbrook"); and

Whereas, the undersigned is the Manager of IFC and has the power and authority to act on behalf of IFC, including without limitation acting on behalf of IFC in designating agents for Holbrook and granting authority to such agents, including Brian Uken.

Now Therefore, the Manager of IFC, on behalf of IFC and Holbrook, takes the following action and grants the authority expressly provided to Brian Uken.

The undersigned Manager of IFC does expressly designate Brian Uken as an Agent for Holbrook Farm, LLC and does expressly grant to Brian Uken the authority to execute documents on behalf of Holbrook Farm, LLC to be filed with, presented to, or otherwise utilized by the State of Idaho or any of its agencies or subdivisions, and to do such further acts and execute such further documents as may be required by the State of Idaho or any of its agencies or subdivisions in connection with the foregoing.

HOLBROOK FARM, LLC

By: U.S. Farming Realty Trust II, LP

By: International Farming Corporation GP2, LLC,
its general partner

By: _____

Charlie McNairy, Manager



CSS FARMS

December 1, 2020

Idaho Department of Water Resources
PO Box 83720
Boise, ID 83720-0098

To Whom It May Concern:

CSS Potato Farms, LLC and CSS Farms, LLC authorizes Cody Seamons, Farm Manager, to sign on its behalf all documents relating to water right applications, transactions and management.

If you have any questions, please contact me at 206-898-3945 or reagan.grabner@cssfarms.com.

Sincerely,

Reagan Grabner
Managing Partner



0004286713

**STATE OF IDAHO***Office of the secretary of state, Lawrence 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 #: 0004286713

Date Filed: 5/19/2021 11:05:56 AM

Entity Name and Mailing Address:								
Entity Name:	HOLBROOK FARM, LLC							
Foreign Name (name in home jurisdiction):	HOLBROOK FARM, LLC							
The file number of this entity on the records of the Idaho Secretary of State is:	0000506870							
Address	1318 DALE ST RALEIGH, NC 27605-1350							
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:	W167152							
The registered agent on record is:								
Registered Agent	PARACORP INCORPORATED Commercial Registered Agent Physical Address 921 S ORCHARD ST STE G BOISE, ID 83705 Mailing Address 921 S ORCHARD ST STE G BOISE, ID 83705							
Agent or Address Change								
☐ Select if you are appointing a new agent.								
Limited Liability Company Managers and Members								
<table border="1"><thead><tr><th>Name</th><th>Title</th><th>Business Address</th></tr></thead><tbody><tr><td>U.S. Farming Realty Trust II, LP</td><td>Member</td><td>1318 DALE ST RALEIGH, NC 27605</td></tr></tbody></table>			Name	Title	Business Address	U.S. Farming Realty Trust II, LP	Member	1318 DALE ST RALEIGH, NC 27605
Name	Title	Business Address						
U.S. Farming Realty Trust II, LP	Member	1318 DALE ST RALEIGH, NC 27605						
The annual report must be signed by an authorized signer of the entity.								
Job Title: Member								
U.S. Farming Realty Trust II, LP		05/19/2021						
Sign Here		Date						

B0610-6190 05/19/2021 11:05 AM Received by ID Secretary of State Lawrence Denney

WSB Mailing Checklist for Rentals

(Complete on all new rental applications)

Key: Who Completes What?

CLERICAL STAFF: MK

REVIEWER: PWB

Received Date: 1/27/2023

Latest Start Date: 7/1/2023

Renter: CSS Farms LLC

Rental Expiration Date: 2023

Lease/Rental Package: (Y) N

Application # 2579

Agreement # 723

Water Right	Lease Contract ID
# 17-2052	App 2578
# 17-7063	App 2578
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	

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:

prev RA #644

Mailings (per application)

	Original	CC	Email or Address
Renter: CSS Farms LLC	☐	☐	
Attorney:	☐	☐	
Consultants Name: Greg Sullivan-Brockway Engineering	☐	☐	
Conveyance 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:	(final only)	☐	
Watermaster:	(final only)	☐	
Compliance:	(final only)	☐	

Resolving NOV? Y / N #

Call up Date: _____

DO NOT SCAN



IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little

Director Gary Spackman

May 4, 2023

CSS FARMS LLC
5911 2ND AVE W
KEARNEY NE 68847-1581

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 17-2052 & 17-7063 AGREEMENT 723**

Dear Renter:

Please find enclosed a receipt in the amount of **\$3,906.78** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 252.7 acre-feet of water for irrigation of 122.6 acres during 2023. 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.

Because of a private rental agreement between the renter and the lessor **you are only obligated to pay the 10% administrative fee or \$581.21**

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

Sincerely,

Water Supply Bank

Enclosures: Receipt No. C115862
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office



IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little

Director Gary Spackman

April 4, 2023

CSS FARMS LLC
5911 2ND AVE W
KEARNEY NE 68847-1581

RECEIVED
APR 12 2023
DEPARTMENT OF
WATER RESOURCES

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 17-2052 and 17-7063, AGREEMENT 723**

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

Dear Applicant:

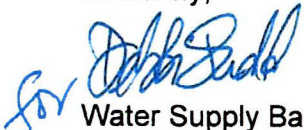
The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, 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 **\$5,812.10 per year** was calculated based on the current rental rate of \$23.00 per acre-foot times a diversion volume of 252.7 acre-feet. Since you have a private agreement with the lessor, **you are only obligated to pay the 10% administrative fee or \$581.21.** 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.

Please send a check in the amount of \$581.21 for 2023 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,


Water Supply Bank

Enclosures

c: IDWR Front Desk
Greg Sullivan – Brockway Engineering – *via email*



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

JAN 27 2023

DEPARTMENT OF
WATER RESOURCES

January 25, 2023

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

Re: Holbrook Farm Lease and CSS Potato Rental Applications

Dear Ms. Condon:

Holbrook Farm, LLC desires to lease 148.9 acres of 17-2052 and 17-7063 into the Idaho Water Supply Bank. The 148.9 acres to be leased are comprised of acres that were previously irrigated but will not be irrigated in 2022. Portions of water rights 17-2052 and 17-7063 have been under lease contract for the Idaho Water Supply Bank for several years. These lease applications propose to lease water for only the 2023 irrigation season.

CSS Potato Farms, LLC has entered into a farm lease contract for the property. CSS Potato Farms, LLC desires to rent 122.6 from water rights 17-2052 and 17-7063 for the 2023 irrigation season.

Holbrook Farm, LLC and CSS Potato Farms, LLC have entered into an agreement that states that Holbrook Farm, LLC has already been paid by CSS Potato Farms, LLC for the rental of the 122.6 acres. No rental payment will be made to the Idaho Water Supply Bank for the 90% of the rental amount that would normally go to the water right owner. A 10% rental processing fee will be paid to the Idaho Water Supply Bank when the final rental agreement is signed for 2023.

Please copy our office on all correspondence regarding this applications.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Toby McKay, Cody Seamons
Enc: Aerial Maps, Lease Application, Rental Application, Designation of Agent, Contract of Agreement, CSS Farms Letter, Action of Managers and of Directors, Brockway Engineering Check # 17896 for \$1,000.00

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

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

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

2578 - 2579