Form 42-1761-2 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
Apr 29, 2022
DEPARTMENT OF
WATER RESOURCES

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

Applicant Name: Telford Lands 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
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)

SUPERCEDED

12/21/22

~~2364~~
2256 Amend Application

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Telford Lands LLC

Mailing Address 1450 W. Hwy 24 (Street) Paul (City) ID (State) 83347 (Zip Code)

Email Address telfordsunvalleyseed@gmail.com Phone Number (208) 431-5957

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 Robert L. Harris Professional Title Attorney

Organization Holden, Kidwell, Hahn & Crapo, P.L.L.C. Relationship to Applicant Attorney

Mailing Address PO Box 50130, Idaho Falls, ID 83405

Email Address rharris@holdenlegal.com Phone Number (208) 523-0620

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 will be used (1) to supplement the current water rights used on the "Isom Farm" which authorize the irrigation of 1980 acres; and (2) to cover 80 acres on farm owned by Mark Telford because of anticipated water shortages with surface water associated with the 80 acres.

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)
5.05 CFS	967.5 AF	5.05 CFS	967.5 AF	276.7 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?	
1/1/2022	6/1/2022	☐ 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):

Wells and pumps into ditch system, and Moore Canal for Big Lost River water right, all under existing transport agreements. The ditch where the rental water will be diverted to the Crater Farm is owned by the Applicant.

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
SEE ATTACHED	SPREADSHEET	

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 276.7 (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:

Water rights already appurtenant to the Isom place of use (WR Nos. 34-2459, 34-2460, 34-2461, 34-2462, 34-10925, 34-7037, and 34-7138); Mark Telford property (WR No. 34-622A).

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)**
	SEE ATTACHED	SPREAD	SHEET			SEE ATTA	CHED SPR	EADSHEET
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**	**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**:

It will increase the current water right rate per acre at the Isom place of use from .012 cfs to .015 cfs. This will aid with the overall irrigation of the property. Will also provide water to 80 acres to replace surface water supply.

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**:

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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:

The manager of the LLC continues to work through estate planning discussions, and does not want a permanent transfer to interfere with that process. Also, the manager is involved with current discussion/actions to improve conveyance loss issues, so it is possible that it will not be necessary to perform a transfer or further WB filings.

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

This lease/rental application was previously approved. See attached lease and rental documents.

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
Robert L. Harris	Robert L. Harris	April 28, 2022
Signature of Representative	Printed Name of Representative	Date

Mail to:

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

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DEPARTMENT OF
WATER RESOURCES

TELFORD LANDS LLC WATER RIGHTS

ORIGINAL WATER RIGHT AMOUNTS

Water Right No.	Basis	Priority Date	Source	Beneficial Use	Point of Diversion	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Volume Limitation (AFA)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Total Place of Use
34-618	Partial Decree	Sept. 1, 1884	Big Lost River	Irrigation	NWSESE, 5N, 26E, Sec. 4	3.2	3.37	n/a	486.5	139	
34-7179 (portion)	Partial Decree	Apr. 6, 1982	Ground Water	Irrigation		0.17		n/a			
34-7179 (portion)	Partial Decree	Apr. 6, 1982	Ground Water	Irrigation		2.61		1185.5		none	
34-2330B	Partial Decree	June 1, 1977	Ground Water	Irrigation	L2(NENWNE) 4N, 26E, Sec.4 (Dad's Place Well)	1.75		429		122.5	
34-7077	Partial Decree	Sept. 5, 1974	Ground Water	Irrigation	L3 (NENENW), 4N, 26E, Sec. 5 (Niederer well)	8		700		200	
34-7080B	Partial Decree	Sept. 23, 1974	Ground Water	Irrigation	SWNWNW, 5N, 26E, Sec. 21 (Burnett Well)	5.33		1001		286	
34-7092	Partial Decree	Jan. 14, 1975	Ground Water	Irrigation	SENWSE, 5N, 26E, Sec. 29 (Babcock Well)	12	37.03	2222.5	6947.5	635	2124
34-7121A	Partial Decree	Jan. 9, 1976	Ground Water	Irrigation	SESWNE, 5N, 26E, Sec. 32 (N. McAffee Well)	0.46		169		286	
34-7121B	Partial Decree	Jan. 9, 1976	Ground Water	Irrigation	SENWSE, 5N, 26E, Sec. 32 (S. McAffee Well)	3.74		1106		316	
34-12376	Partial Decree	June 1, 1977	Ground Water	Irrigation	L2(NWNWNE) 4N, 26E, Sec.4 (River 2 Well)	1.25		306.3		87.5	
34-13840	Partial Decree	Apr. 6, 1982	Ground Water	Irrigation		1.26		248.5		71	
34-13842	Partial Decree	Dec. 17, 1975	Ground Water	Irrigation		0.46		196.2		140	
34-13659	Partial Decree	June 1, 1889	Big Lost River	Irrigation	NWSESE, 5N, 26E, Sec. 4	0.97	None	None	150.5	43	
34-13661	Partial Decree	June 1, 1890	Big Lost River	Irrigation	NWSESE, 5N, 26E, Sec. 4	1	None	None			
				TOTALS		42.2	40.4	7564	7584.5	2326	2124

THE TOTAL ACRES LEASES IS 276.7 ACRES. AS A RATIO, 276.7/2124 = .1303% OF THE TOTAL ACRES LEASED. THIS IS THE RATIO USED TO CALCULATE THE WATER BANK DIVERSION, VOLUME, AND ACREAGE AMOUNTS. | 0.13027

The diversion rate limitations for 34-618 and the portion of 34-7179 was calculated after review of the preliminary order appoving the prior transfer.

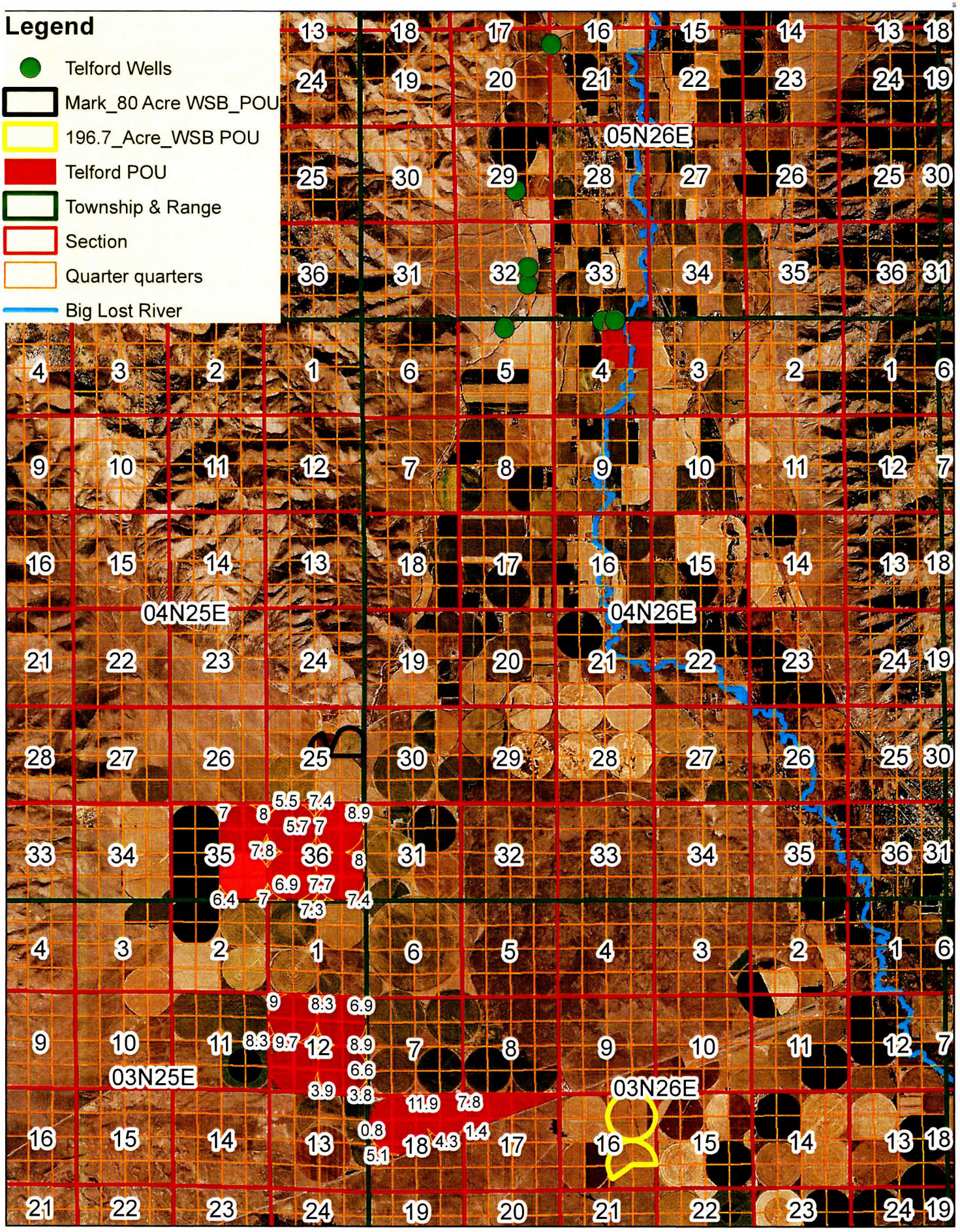
WATER BANK AMOUNTS

Water Right No.	Individual Diversion Rate Limitation (cfs) .1303% of TOTAL	Combined Diversion Rate Limitation (cfs) .1303% of TOTAL	Individual Volume Limitation (AFA) .1303% of TOTAL	Combined Volume Limitation (AFA) .1303% of TOTAL	Individual Acre Limitation .1303% of TOTAL	Total Place of Use .1303% of TOTAL
34-618	0.42	0.44	n/a	63.38	18.11	
34-7179 (portion)	0.02		n/a			
34-7179 (portion)	0.34		154.44		none	
34-2330B	0.23		55.89		15.96	
34-7077	1.04		91.19		26.05	
34-7080B	0.69		130.40		37.26	
34-7092	1.56	4.82	289.53	905.07	82.72	276.70
34-7121A	0.06		22.02		37.26	
34-7121B	0.49		144.08		41.17	
34-12376	0.16		39.90		11.40	
34-13840	0.16		32.37		9.25	
34-13842	0.06		25.56		18.24	
34-13659	0.13	None	None	19.61	5.60	
34-13661	0.13	None	None			
TOTALS	5.50	5.26	985.39	988.06	303.02	276.70

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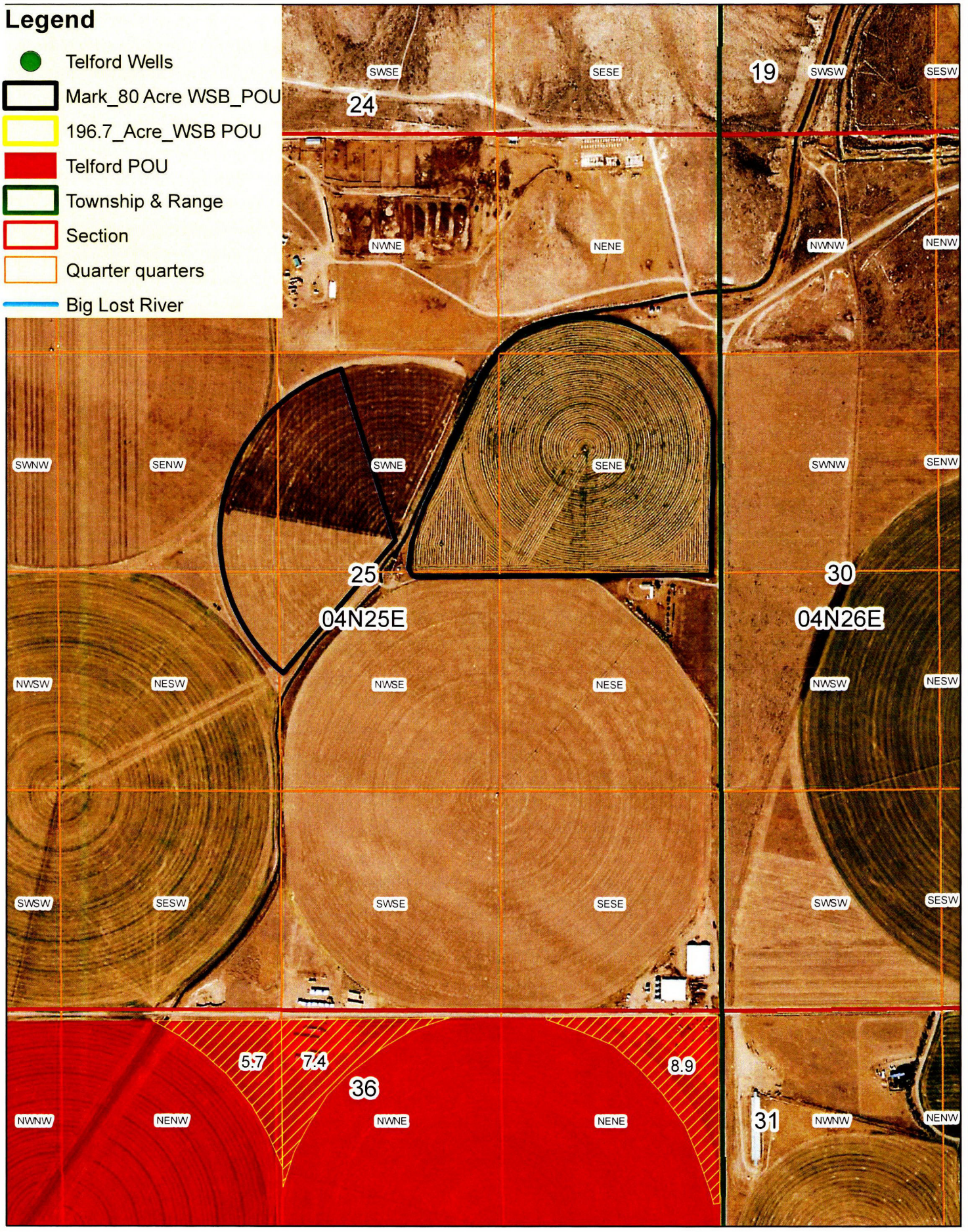
ATTACHMENT 2
GIS Maps

TELFORD LANDS LLC W[redacted] RENTAL



Prepared by:
Robert L. Harris
2019 NAIP Aerial Photo

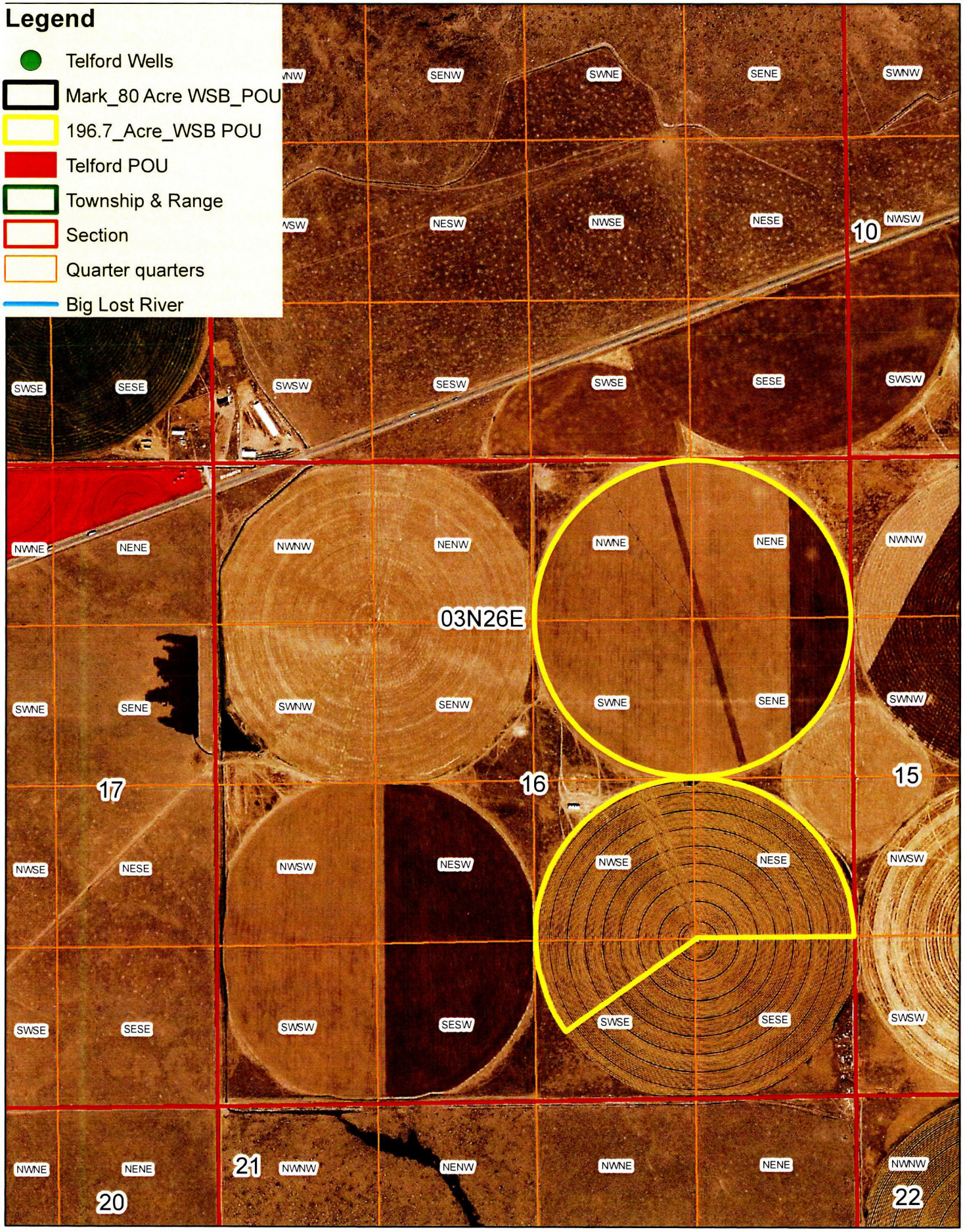
TELFORD LANDS LLC W[redacted] RENTAL



Prepared by:
Robert L. Harris
2019 NAIP Aerial Photo

0 550 1,100 2,200 Feet

TELFORD LANDS LLC W[redacted] RENTAL



Prepared by:
Robert L. Harris
2019 NAIP Aerial Photo

0 750 1,500 3,000 Feet

ATTACHMENT 3F
Consent from Water Delivery Entity

TRANSPORT AGREEMENT

(9-2020)

"Cross Over"

This agreement is for Ground water_____

This agreement is for Surface water X

This agreement is for Water Bank water_____

Water Rights # 34-13659, 34-13661, _____

[Attach copies of water rights or Water Bank lease as Exhibit B]

Licensed Diversion Rate: 1.97 cfs

THIS AGREEMENT, made and entered into this 19th day of May, 2020 by and between Mike Telford, hereinafter referred to as Crossover "Landowner", an owner of certain lands and water right(s) within Basin 34 located in portions of Butte and Custer County, State of Idaho, and the Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described on **Exhibit A** attached [Attach legal description or Google map indicating property].

WHEREAS, Landowner has certain water rights appurtenant to the described real property or has entered into a Water Bank Lease for irrigation of the above described property. The water rights or Water Bank lease are described on **Exhibit B** attached.

WHEREAS, Landowner desires the District to transport water diverted under the above-described right(s) through the facilities of the District for use on the lands of the Landowner as described above; and,

WHEREAS, the District is the owner of certain canal(s) described on **Exhibit C** attached, hereinafter referred to as canal(s), being a part of the facilities the District owns and operates, for the delivery of surface water rights held by individuals which are diverted from the Big Lost River for the irrigation of their private lands, and for the conveyance of storage water supplies held by the District for the irrigation of lands within the District: and,

WHEREAS, the District is able to accommodate the transportation of the above-described water right(s) under certain conditions set forth hereinafter in said canal(s) being co-mingled with other water right(s) which uses are on lands inside the District; and,

WHEREAS, Landowner desires the District to transport certain water supplies diverted pursuant to the above-described water right(s) which have as their specific place of use lands outside the established boundaries of the District, from the point of diversion to a point of delivery of said canal(s) described above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other consideration received but not recited, the parties do hereby agree:

1. This Transport Agreement will commence the 19th day of May, 2020 and terminate the 1st day of March, 2025. In no event shall this agreement exceed a term of 5 years.

2. District will transport the water according to above described water right(s) of the Landowner through said canal(s) to the above described point of delivery during times and in quantities consistent with the described elements of the water right(s) existing as of the date of this agreement during periods when they are actually diverted into the District's canal, less conveyance losses as hereinafter provided, for the use on Landowners property as described above. Landowner agrees that all water supplies transported by virtue of this agreement shall be limited in their use to those elements and conditions as described herein existing as of the date of this agreement and in compliance with the laws of the State of Idaho, all Idaho Department of Water Resources (IDWR) rules, regulations and policies and all District rules, regulations and policies pertaining to the use of the District's facilities. Conflicts concerning interpretation of this agreement shall be resolved by the decision of the Manager of the District. If Landowner disputes the Manager's interpretation of this agreement, upon request of Landowner said dispute shall be resolved by the District's Board of Directors at a regularly scheduled meeting of the Board.

3. Landowner shall be responsible at Landowner's own expense for any additional ditches, structures, or facilities necessary for the conveyance of their water supplies beyond the District's canal to the Landowner's place of use that may be required, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery described above. Landowner further hereby agrees to hold the District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner beyond the point of delivery from the District's canal.

4. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement will be consistent with the limitations and conditions described and made part of the respective water right(s), and will be treated similarly in their conveyance as to other ground water rights co-mingled in the District's said canal(s) in one of the following manners. Delivery of said ground water rights may be reduced or interrupted by the District giving (24) hours prior notice to the Landowner, when the relevant canal's total capacity is needed for the conveyance of water for lands inside the District boundaries. If such reduction or interruptions occur, fee(s) and assessment(s) will be pro-rated proportionately for the number of days during the irrigation season the conveyance was reduced or interrupted.

5. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, head gates, control devises, measuring devices or structures, or other improvements necessary for the delivery of Landowner's water from the District's canal(s). Any such pipelines, pumps, head gates, control devises, measuring devices or structures, or other improvements must meet the standards and be in compliance with the established policies and guidelines of the District as determined by the Board of Directors. At all times when diverting ground water into or out of the District's facilities, Landowner shall maintain a measuring device on each pump station that pumps water into the District's facilities and shall maintain a measuring device and lockable control valve on each diversion out of the District's facilities, at a location and as approved by the District Manager. The lock on the control valve shall be under the control of District and its employees. Landowner agrees to calibrate all measuring devices when requested by the District or the Watermaster. Further, Landowner agrees to calibration by IDWR when requested by District or IDWR. In the event of differing calibration readings, the calibration readings of IDWR shall be used by the parties.

6. Under no condition shall Landowner be entitled to have water quantities delivered which are in excess of the quantity of water actually diverted into said canal, less losses calculated by the District consistent with the District's operation of said canal(s). The parties covenant and agree that the loss of water supplies conveyed pursuant to this agreement will be determined by the District by using reasonable calculations of evaporation, operational losses and conveyance losses as they are similarly applied to other water supplies co-mingled in the same common canal(s). Losses may be adjusted from time to time according to seasonal circumstances that may exist when the District determines that conditions, which cause losses, have changed. The District's methodology of calculating losses, now existing or as hereafter modified, shall be used to calculate the distribution of water. In the event of dispute between the parties concerning the amount of loss, Landowner agrees to provide the District Manager, for his review, all data supporting Landowner's position concerning the amount of loss occurring. If Landowner cannot rectify differences with the Manager, Landowner agrees to present Landowner's data and position at a regularly scheduled meeting of the District's Board of Directors for consideration by the Board.

7. For each pump pumping into and for each diversion out of the District's facilities, Landowner agrees to provide District a minimum of 48 hours prior notice of (1) Landowner's intent to divert into District's facilities, (2) Landowner's intent to reduce, alter or cease diversion into District's facilities, (3) Landowner's intent to divert out of District's facilities and (4) Landowner's intent to reduce, alter or cease diversion out of District's facilities. The District manager or ditch rider shall be present for, or shall otherwise pre-approve, any changes to flows, pumps, equipment, or other items affecting the flow of water into and diversion of water out of the District's facilities.

8. Water supplies transported for the Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District, unless otherwise approved by the District Manager.

9. For and in consideration of the transportation of Landowner's water supplies by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include appropriate operation and maintenance charges. Fees will be calculated in a proportionate manner identical to services rendered for lands inside the District. Charges will be calculated to the maximum amount of water listed in the Landowner's water right(s) of water that is transported through the canal. The charges will be based on calculating one (1) irrigated acre for each 0.02 C.F.S. of the quantity of water listed in the water right.

Each irrigated acre will then be assessed as "Class 1" according to the current established class schedule of the District. Other fees may be assessed equal to, but not in excess of those assessed to similar lands inside the District. All fees and charges are due on or before the 1st of May of each year. Failure of the Landowner to pay the annual fees and charges under this agreement, when due, whether or not water is delivered or is to be delivered to the Landowner by the District, shall constitute a substantial breach of this agreement and the agreement may be subjected to termination by the District. If the District intends to terminate this agreement for reasons of non-payment, the District shall notify the Landowner in writing by certified mail of those intentions whereby Landowner will have ten (10) days from the mailing date to pay such fees, charges, and reasonable penalty and interest, or respond in writing and/or appear before the District's board at the next regularly scheduled board meeting following the ten (10) days to resolve the matter of unpaid fees and charges. Any transportation fees not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid. Landowner also understands and agrees that no water supply will be transported until all fees which are due and associated penalties are paid in full or as mutually agreed to by both parties are paid in full or as mutually agreed to by both parties.

10. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the pertinent rights of the Landowner being limited and fully contained herein. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to either party of rights or facilities not expressed in this agreement.

11. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind of nature shall the District at any time agree to the transportation of storage water impounded pursuant to the District's water rights No. 34-00012 and 34-10873 for use by the Landowner on lands which are not within the District.

12. In the event of breach of this agreement by Landowner or District may, at its election:

12.1 provide written notice of breach and cessation to Landowner, specifying the breaches. In the event that written notice of breach and cessation is given, Landowner shall immediately discontinue use of the District's facilities as authorized by this agreement until the breaches are cured. Once the District verifies to Landowner in writing that the breaches are cured, Landowner can resume use of the District's facilities as authorized by this agreement. Should the District serve Landowner with a notice of breach and cessation, performance of this agreement by Landowner shall not

be excused, and Landowner shall remain obligated to perform all of Landowner's duties and responsibilities set forth in this agreement.

12.2 The District may deem any breach of any of the covenants or conditions contained herein a material breach of this agreement and a default hereunder. If such a default is determined by the District to exist, the District may terminate this agreement by giving the Landowner ten (10) days written notice of said default and termination of this agreement.

12.3 The rights and remedies of the District as described herein are cumulative and not exclusive. In the event of breach or default by Landowner, District shall be authorized to exercise all remedies authorized by law or in equity.

13. If Landowner desires to renew this agreement; Landowner may request renewal by serving a written request for renewal to the District Office not less than 60 days prior to the termination of the agreement.

14. Landowner agrees that this is a personal agreement between Landowner and District and does not run with the real property described herein. No assignment or other transfer of this agreement by Landowner may be made without the prior consent of the District. In the event that the property is sold, the District will review the status of any Transport Agreement at the request of the new owner.

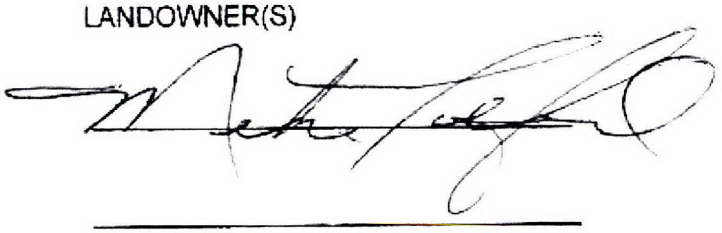
15. This agreement supersedes and replaces all prior transport agreements entered into between the parties pertaining to the described water rights. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless agreed to in writing and duly signed by each of the parties hereto.

16. This agreement shall be binding on the parties and their heirs, successors in interest, legal representatives and assigns.

17. In the event District is required to obtain legal counsel to enforce this agreement or file or defend a suit alleging a breach of this agreement or seeking to terminate this agreement, Landowner agrees to pay the attorney's fees and costs incurred by District.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

LANDOWNER(S)



KRISTIN JOHNSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 20200714
MY COMMISSION EXPIRES 2-26-2026

Kristin Johnson
Notary Public of Idaho
Residing at: MacKay, ID
My Commission Expires: 2-26-26

(SEAL)

STATE OF IDAHO)
) ss.
County of Custer)

On this 7th day of July, 2020, before me the undersigned Notary Public in and for said State, personally appeared Byron Pilson and Mark Roberts, known to me to be the Chairman of the Board and Secretary of Big Lost River Irrigation District, respectively, and acknowledged to me that they executed the same on behalf of said irrigation district.

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

BIG LOST RIVER IRRIGATION DISTRICT

BOARD CHAIRMAN

By: _____

ATTEST:

_____
Secretary/Treasurer

STATE OF IDAHO)
) ss.
County of Custer)

On this 7th day of July, 2020, before me the undersigned Notary Public in and for said State, personally appeared _____ Miki Telford, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he 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 of Idaho
Residing at: Mackay ID
My Commission Expires: 2-26-26

(SEAL)

KRISTIN JOHNSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 20200714
MY COMMISSION EXPIRES 2-26-2026

CONSENT TO WATER SUPPLY BANK RENTAL

I, the undersigned am familiar with the Water Supply Bank Lease/Rental Applications which are being submitted to the Idaho Department of Water Resources which involve placing eighty (80) acres of water from several water rights on a portion of my property. I consent to the placement of these water rights on my property as requested in the Water Supply Bank Rental Application.

MARK TELFORD

Mark Telford

Date: 4-29-2022

G:\WPDATA\RLH\16450 Telford Lands LLC\019 2022 Water Rights\Consent_Mark Telford Rental.docx

Form 42-1761-2 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

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

RECEIVED
JAN 03 2022
DEPARTMENT OF WATER RESOURCES

Applicant Name: Telford Lands 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)

2254

Superceded 4/29/22

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Telford Lands LLC

Mailing Address 1450 W. Hwy 24 (Street) Paul (City) ID (State) 83347 (Zip Code)

Email Address telfordsunvalleyseed@gmail.com Phone Number (208) 431-5957

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 Robert L. Harris Professional Title Attorney

Organization Holden, Kidwell, Hahn & Crapo, P.L.L.C. Relationship to Applicant Attorney

Mailing Address PO Box 50130, Idaho Falls, ID 83405

Email Address rharris@holdenlegal.com Phone Number (208) 523-0620

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 will be used to supplement the current water rights used on the "Isom Farm" which authorize the irrigation of 1980 acres. No new acres will be irrigated under this rental.

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)
5.05 CFS	967.5 AF	5.05 CFS	967.5 AF	276.7 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	☑ Process application as soon as possible	☐ Return application to applicant
1/1/2022	6/1/2022							

* ***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):
Wells and pumps into ditch system, and Moore Canal for Big Lost River water right, all under existing transport agreements. The ditch where the rental water will be diverted to the Isom Farm is owned by the Applicant.

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
SEE ATTACHED	SPREADSHEET	

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 276.7 (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:
Water rights already appurtenant to the place of use (WR Nos. 34-2459, 34-2460, 34-2461, 34-2462, 34-10925, 34-7037, and 34-7138). Existing rights at POU not enough, and shrink losses in canals are why H2O is required.

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)
	SEE ATTACHED	SPREAD	SHEET			SEE ATTA	CHED SPR	EADSHEET
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	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**:

It will increase the current water right rate per acre at the place of use from .012 cfs to .015 cfs. This will aid with the overall irrigation of the property.

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:
The manager of the LLC continues to work through estate planning discussions, and does not want a permanent transfer to interfere with that process. Also, the manager is involved with current discussion/actions to improve conveyance loss issues, so it is possible that it will not be necessary to perform a transfer or further WB filings.

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
This lease/rental application was previously approved. See attached lease and rental documents.

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
Robert L. Harris	Robert L. Harris	December 30, 2021
Signature of Representative	Printed Name of Representative	Date

Mail to:

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

RENTAL proposed Points of Diversion	Comments
NWSESE, 5N, 26E, Sec. 4	This POD is the same surface water POD as the companion lease application water rights. Surface water diversion (diversion of surface water at this point will stay the same--water will go from the end of the delivery system over to the former Isom farm.
L2(NENWNE) 4N, 26E, Sec.4 (Dad's Place Well) L3 (NENENW), 4N, 26E, Sec. 5 (Niederer well) SWNWNW, 5N, 26E, Sec. 21 (Burnett Well) SENWSE, 5N, 26E, Sec. 29 (Babcock Well) SESWNE, 5N, 26E, Sec. 32 (N. McAffee Well) SENWSE, 5N, 26E, Sec. 32 (S. McAffee Well) L2(NWNWNE) 4N, 26E, Sec.4 (River 2 Well)	These PODs are the same as the PODs in the companion lease application water rights. Water will still be diverted from these wells, but will go to suppiment already irrigated acres on Telford's other farm (the former Isom farm) through the end of the delivery system over to the former Isom farm.

TELFORD LANDS LLC WATER RIGHTS

ORIGINAL WATER RIGHT AMOUNTS

Water Right No.	Basis	Priority Date	Source	Beneficial Use	Point of Diversion	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Volume Limitation (AFA)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Total Place of Use
34-618	Partial Decree	Sept. 1, 1884	Big Lost River	Irrigation	NWSESE, 5N, 26E, Sec. 4	3.2	3.37	n/a	486.5	139	
34-7179 (portion)	Partial Decree	Apr. 6, 1982	Ground Water	Irrigation		0.17		n/a			
34-7179 (portion)	Partial Decree	Apr. 6, 1982	Ground Water	Irrigation		2.61		1185.5		none	
34-2330B	Partial Decree	June 1, 1977	Ground Water	Irrigation	L2(NENWNE) 4N, 26E, Sec.4 (Dad's Place Well)	1.75		429		122.5	
34-7077	Partial Decree	Sept. 5, 1974	Ground Water	Irrigation	L3 (NENENW), 4N, 26E, Sec. 5 (Niederer well)	8		700		200	
34-7080B	Partial Decree	Sept. 23, 1974	Ground Water	Irrigation	SWNWNW, 5N, 26E, Sec. 21 (Burnett Well)	5.33		1001		286	
34-7092	Partial Decree	Jan. 14, 1975	Ground Water	Irrigation	SENWSE, 5N, 26E, Sec. 29 (Babcock Well)	12	37.03	2222.5	6947.5	635	2124
34-7121A	Partial Decree	Jan. 9, 1976	Ground Water	Irrigation	SESWNE, 5N, 26E, Sec. 32 (N. McAffee Well)	0.46		169		286	
34-7121B	Partial Decree	Jan. 9, 1976	Ground Water	Irrigation	SENWSE, 5N, 26E, Sec. 32 (S. McAffee Well)	3.74		1106		316	
34-12376	Partial Decree	June 1, 1977	Ground Water	Irrigation	L2(NWNWNE) 4N, 26E, Sec 4 (River 2 Well)	1.25		306.3		87.5	
34-13840	Partial Decree	Apr. 6, 1982	Ground Water	Irrigation		1.26		248.5		71	
34-13842	Partial Decree	Dec. 17, 1975	Ground Water	Irrigation		0.46		196.2		140	
34-13659	Partial Decree	June 1, 1889	Big Lost River	Irrigation	NWSESE, 5N, 26E, Sec. 4	0.97	None	None	150.5	43	
34-13661	Partial Decree	June 1, 1890	Big Lost River	Irrigation	NWSESE, 5N, 26E, Sec. 4	1	None	None			
				TOTALS		42.2	40.4	7564	7584.5	2326	2124

THE TOTAL ACRES LEASES IS 276.7 ACRES. AS A RATIO, 276.7/2124 = .1303% OF THE TOTAL ACRES LEASED. THIS IS THE RATIO USED TO CALCULATE THE WATER BANK DIVERSION, VOLUME, AND ACREAGE AMOUNTS. | 0.13027

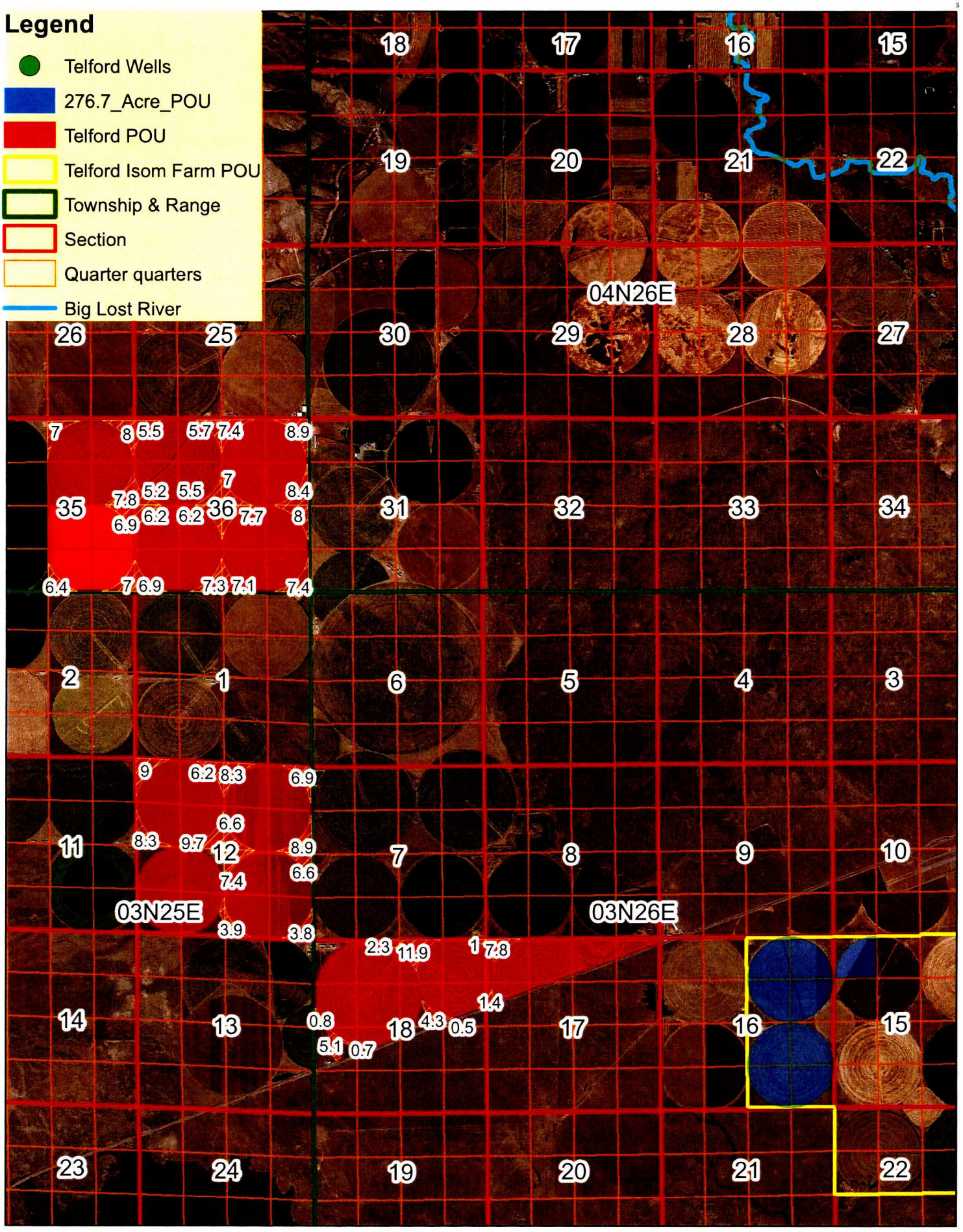
The diversion rate limitations for 34-618 and the portion of 34-7179 was calculated after review of the preliminary order approving the prior transfer.

WATER BANK AMOUNTS

Water Right No.	Individual Diversion Rate Limitation (cfs) .1303% of TOTAL	Combined Diversion Rate Limitation (cfs) .1303% of TOTAL	Individual Volume Limitation (AFA) .1303% of TOTAL	Combined Volume Limitation (AFA) .1303% of TOTAL	Individual Acre Limitation .1303% of TOTAL	Total Place of Use .1303% of TOTAL
34-618	0.42	0.44	n/a	63.38	18.11	
34-7179 (portion)	0.02		n/a			
34-7179 (portion)	0.34		154.44		none	
34-2330B	0.23		55.89		15.96	
34-7077	1.04		91.19		26.05	
34-7080B	0.69		130.40		37.26	
34-7092	1.56	4.82	289.53	905.07	82.72	276.70
34-7121A	0.06		22.02		37.26	
34-7121B	0.49		144.08		41.17	
34-12376	0.16		39.90		11.40	
34-13840	0.16		32.37		9.25	
34-13842	0.06		25.56		18.24	
34-13659	0.13	None	None	19.61	5.60	
34-13661	0.13	None	None			
TOTALS	5.50	5.26	985.39	988.06	303.02	276.70

ATTACHMENT 2
GIS Maps

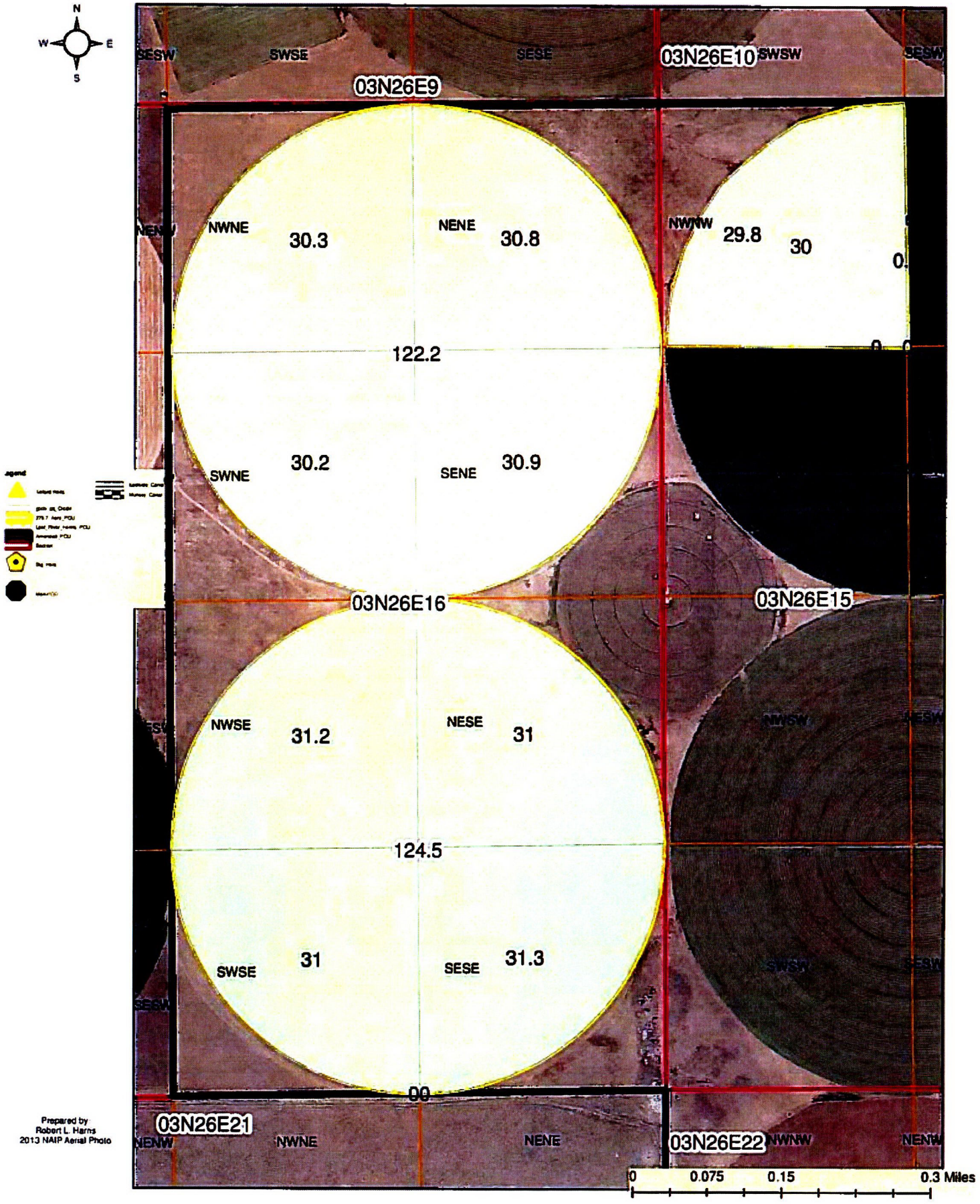
TELFORD LANDS LLC W[redacted] RENTAL



Prepared by:
Robert L. Harris
2019 NAIP Aerial Photo

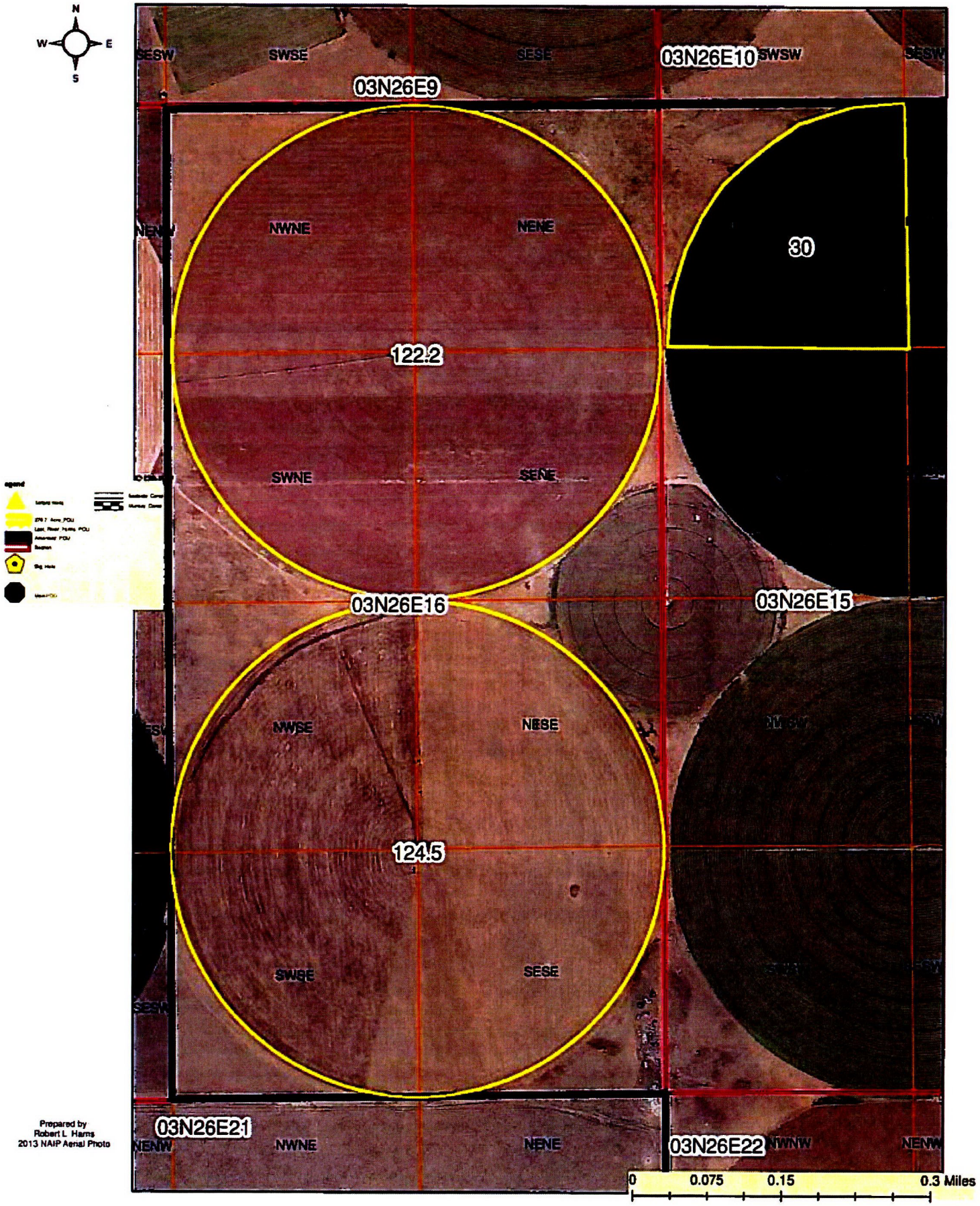
0 2,800 5,600 11,200 Feet

TELFORD LANDS, LLC WATER BANK



Prepared by
Robert L. Harris
2013 NAIP Aerial Photo

TELFORD LANDS, LLC WATER BANK



Prepared by
Robert L. Harms
2013 NAIP Aerial Photo

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 748

This is to certify that:

TELFORD LANDS LLC
1450 W HWY 24
PAUL, ID 83347-8666

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)
34-13659	6/1/1889	BIG LOST RIVER, Tributary to SINKS	0.04	5.6	1.6	0.025	3.5
34-13661	6/1/1896	BIG LOST RIVER, Tributary to SINKS	0.04	5.6	1.6	0.025	3.5
Combined Limit Totals			**0.04**	**5.6**	**1.6**	0.025	**3.5**
34-618	9/1/1884	BIG LOST RIVER, Tributary to SINKS	0.12	0.1	5.2	0.023	3.5
34-7077	9/5/1974	GROUND WATER	0.30	26.3	7.5	0.040	3.5
34-7080B	9/23/1974	GROUND WATER	0.20	37.8	10.8	0.019	3.5
34-7092	1/14/1975	GROUND WATER	0.46	83.7	23.9	0.019	3.5
34-13842	12/17/1975	GROUND WATER	0.02	7.5	5.3	0.004	1.4
34-7121A	1/9/1976	GROUND WATER	0.02	6.4	10.8	0.002	0.6
34-7121B	1/9/1976	GROUND WATER	0.14	41.7	11.9	0.012	3.5
34-12376	6/1/1977	GROUND WATER	0.05	11.5	3.3	0.015	3.5
34-2330B	6/1/1977	GROUND WATER	0.06	16.1	4.6	0.013	3.5
34-7179	4/6/1982	GROUND WATER	0.10	44.7	80.0	0.001	0.6
34-13840	4/6/1982	GROUND WATER	0.05	9.5	2.7	0.019	3.5
Combined Rental Totals			**1.60**	**280**	**80.0**	**0.020**	**3.5**

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2027. 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 - 2027: $644.00 annually

The rental fee is an administrative fee of $644.00 per year for years 2023 - 2027. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 34-2330 B, 34-7077, 34-7080 B, 34-7092, 34-7121 A, 34-7121 B, 34-7179, 34-12376, 34-13659, 34-13661, 34-13840, 34-13842, 34-618.

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.

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 748

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:

M.M — 5-14-23

Signature of Renter — Date

Telford Lands LLC
Mike Telford — Managing member

Printed Name — 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 5-26-23

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental approved by IDWR _____ Date 5-26-23

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 748

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

BIG LOST RIVER	SESE	Sec. 4, Twp 05N, Rge 26E,	BUTTE County
GROUND WATER	NWSE	Sec. 32, Twp 05N, Rge 26E,	BUTTE County
GROUND WATER	L3(NENW)	Sec. 5, Twp 04N, Rge 26E,	BUTTE County
GROUND WATER	L2(NWNE)	Sec. 4, Twp 04N, Rge 26E,	BUTTE County
GROUND WATER	NWNW	Sec. 21, Twp 05N, Rge 26E,	BUTTE County
GROUND WATER	SWNE	Sec. 32, Twp 05N, Rge 26E,	BUTTE County
GROUND WATER	NWSE	Sec. 29, Twp 05N, Rge 26E,	BUTTE County
GROUND WATER	L2(NWNE)	Sec. 4, Twp 04N, Rge 26E,	BUTTE County

BENEFICIAL USE	DIVERSION RATE	VOLUME
IRRIGATION	1.60 CFS	280 AF

SEASON OF USE

Water Right No.	From	To
34-2330 B	4/1	10/31
34-7077	4/1	11/1
34-7080 B	4/1	11/1
34-7092	4/15	10/15
34-7121 A	4/15	10/15
34-7121 B	4/1	11/1
34-7179	4/1	11/1
34-12376	4/1	10/31
34-13840	4/1	10/31
34-13842	4/1	11/1
34-618	5/1	10/15
34-13659	5/1	10/15
34-13661	5/1	10/15

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	
04N	25E	25	4.0		24	38				5.7	3.8				0.4	4.1			80.0

Total Acres: 80.0

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.

WATER SUPPLY BANK RENTAL AGREEMENT No. 748

3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental agreement does not authorize the construction of a well.
10. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
11. This rental of rights 34-618, 34-2330B, 34-7080B, 34-7121A, 34-7121B, 34-7092, 34-7077, 34-7179, 34-12376, 34-13659, 34-13661, 34-13840, and 34-13842 when combined shall not exceed a total diversion rate of 1.60 cfs, a total annual maximum diversion volume of 280 af at the field headgate, and the irrigation of 80 acres.
12. This rental of rights 34-618, 34-2330B, 34-7080B, 34-7121A, 34-7121B, 34-7092, 34-7077, 34-7179, 34-12376, 34-13659, 34-13661, 34-13840, and 34-13842 when combined with right no. 34-622A shall not exceed a total diversion rate of 1.60 cfs, a total annual maximum diversion volume of 280 af at the field headgate, and the irrigation of 80 acres.
13. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 34.
14. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
15. The right holder shall make full beneficial use of all surface water available to the right holder for irrigation of lands within the authorized place of use for this right. The right holder may divert ground water under this right to irrigate land with appurtenant surface water rights when the surface water supply is not reasonably sufficient to irrigate the place of use for this water right or is not available due to drought, curtailment by priority, or the seasonal startup and shutoff or maintenance schedule for canal company or irrigation district deliveries. The right holder shall not divert ground water for irrigation purposes under this right if use of the surface water supply is intentionally discontinued or reduced (for example abandoned, forfeited, sold, disallowed by court decree, or leased to the Water Supply Bank), or is not deliverable due to non-payment of annual assessments, without an approved transfer pursuant to Idaho Code § 42-222 or other Department approval.
16. This rental 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.
17. This rental of rights 34-13659 and 34-13661 when combined shall not exceed a total annual maximum diversion volume of 5.6 af at the field headgate and the irrigation of 1.6 acres.
18. Whenever water right no. 34-13659 is deliverable, fifty-five percent of the flow deliverable under this rental (up to 0.03 cfs) shall continue to be delivered into the West Side Canal, and forty-five percent of the flow deliverable under this rental (up to 0.03 cfs) can be delivered past the head of the West Side Canal under water right no. 34-13659.

WATER SUPPLY BANK RENTAL AGREEMENT No. 748

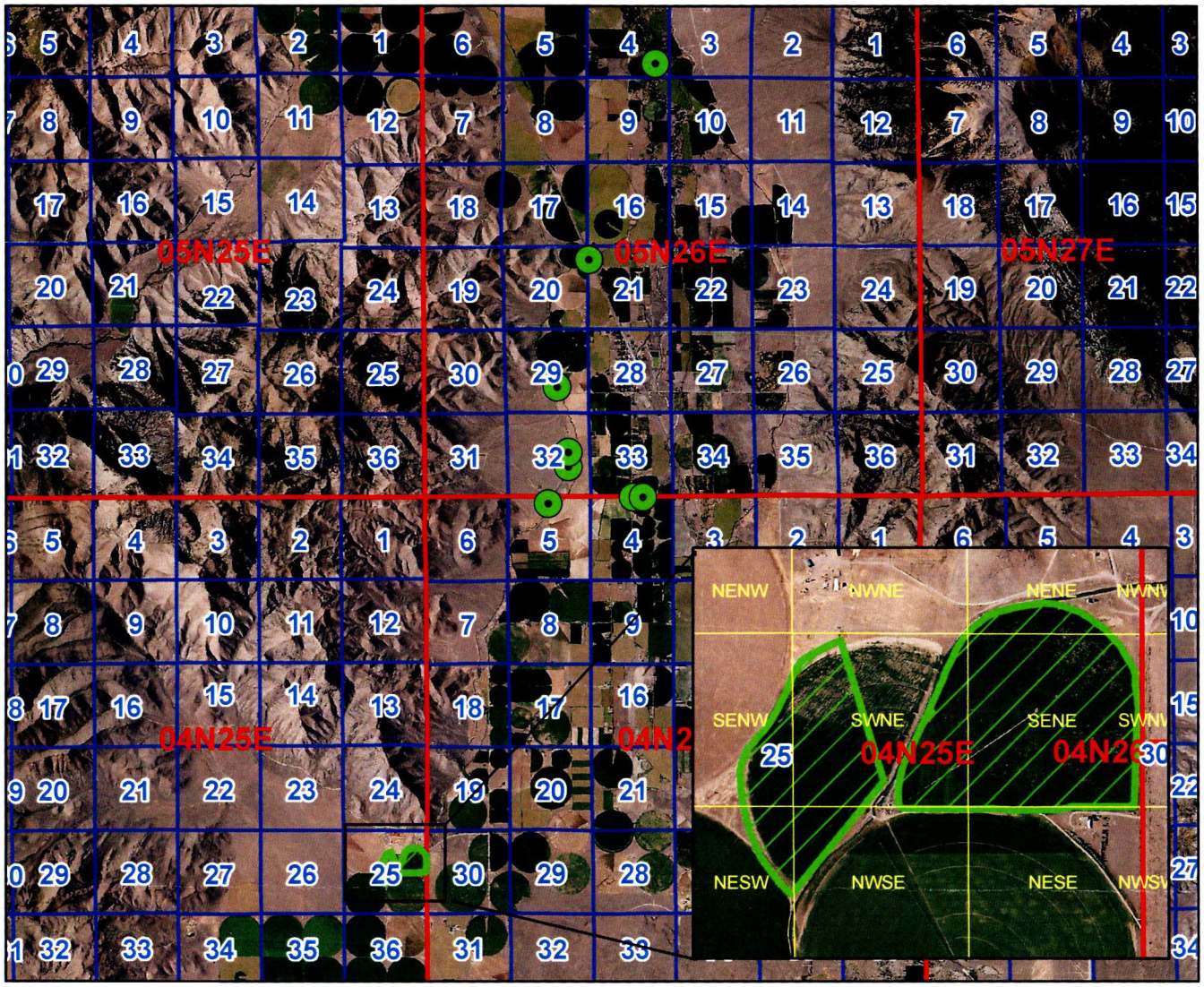
19. Whenever water right no. 34-13661 is deliverable, fifty-five percent of the flow deliverable under this rental (up to 0.03 cfs) shall continue to be delivered into the West Side Canal, and forty-five percent of the flow deliverable under this rental (up to 0.03 cfs) can be delivered past the head of the West Side Canal under water right no. 34-13661.
20. The period of use for irrigation described above for the rental of right nos 34-618, 34-13659 and 34-13661 may be extended in seasons of unusual characteristics to a beginning date of 04/20 and an ending date of 10/31 at the discretion of the Director of the Idaho Department of Water Resources.
21. Water under rental of right 34-618 is delivered through the Moore Diversion.
22. Water under rental of right nos. 34-13659 and 34-13661 delivered through the Moore Diversion, Westside Canal, and Timberdome Canal.
23. Water under rental of right nos. 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-7179, 34-12376, 34-13840 and 34-13842 delivered through the Moore Diversion and Timberdome Canal.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. ~~XXX~~ 748

Effective until December 31, 2027

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 12,500 25,000 Feet

Form 42-1761-2 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

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

RECEIVED
DEC 27 2022
DEPARTMENT OF
WATER RESOURCES

Applicant Name: Telford Lands 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
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)

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Telford Lands LLC

Mailing Address 1450 W. Hwy 24 (Street) Paul (City) ID (State) 83347 (Zip Code)

Email Address telfordsunvalleyseed@gmail.com Phone Number (208) 431-5957

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 Robert L. Harris Professional Title Attorney

Organization Holden, Kidwell, Hahn & Crapo, P.L.L.C. Relationship to Applicant Attorney

Mailing Address PO Box 50130, Idaho Falls, ID 83405

Email Address rharris@holdenlegal.com Phone Number (208) 523-0620

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 will be used to cover 80 acres on farm owned by Mark Telford because of anticipated water shortages with surface water associated with the 80 acres.

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)
1.59 CFS	285.7 AF	1.52 CFS	285.7 AF	80 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	6/1/2023	☐ 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):
Wells and pumps into Timberdome canal system. No change from this delivery system, only location where it is turned out.

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
SEE ATTACHED	SPREADSHEET	

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 80 (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.
Water is transported through surface water canal system. Also, diversion rate is associated with water rights already owned by the applicant.

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:
WR No. 34-622A.

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)
	SEE ATTACHED	SPREAD	SHEET			SEE ATTA	CHED SPR	EADSHEET
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	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

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
Robert L. Harris	Robert L. Harris	December 22, 2022
Signature of Representative	Printed Name of Representative	Date

Mail to:

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

TELFORD LANDS LLC WATER RIGHTS

ORIGINAL WATER RIGHT AMOUNTS

Water Right No.	Basis	Priority Date	Source	Beneficial Use	Point of Diversion	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Volume Limitation (AFA)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Total Place of Use
34-618	Partial Decree	Sept. 1, 1884	Big Lost River	Irrigation	NWSESE, 5N, 26E, Sec. 4	3.2	3.37	n/a	486.5	139	2124
34-7179 (portion)	Partial Decree	Apr. 6, 1982	Ground Water	Irrigation	L2(NENWNE) 4N, 26E, Sec.4 (Dad's Place Well) L3 (NENENW), 4N, 26E, Sec. 5 (Niederer well) SWNWNW, 5N, 26E, Sec. 21 (Burnett Well) SENWSE, 5N, 26E, Sec. 29 (Babcock Well) SESWNE, 5N, 26E, Sec. 32 (N. McAffee Well) SENWSE, 5N, 26E, Sec. 32 (S. McAffee Well) L2(NWNWNE) 4N, 26E, Sec.4 (River 2 Well)	0.17		n/a			
34-7179 (portion)	Partial Decree	Apr. 6, 1982	Ground Water	Irrigation		2.61		1185.5		none	
34-2330B	Partial Decree	June 1, 1977	Ground Water	Irrigation		1.75		429		122.5	
34-7077	Partial Decree	Sept. 5, 1974	Ground Water	Irrigation		8		700		200	
34-7080B	Partial Decree	Sept. 23, 1974	Ground Water	Irrigation		5.33		1001		286	
34-7092	Partial Decree	Jan. 14, 1975	Ground Water	Irrigation		12	37.03	2222.5	6947.5	635	
34-7121A	Partial Decree	Jan. 9, 1976	Ground Water	Irrigation		0.46		169		286	
34-7121B	Partial Decree	Jan. 9, 1976	Ground Water	Irrigation		3.74		1106		316	
34-12376	Partial Decree	June 1, 1977	Ground Water	Irrigation		1.25		306.3		87.5	
34-13840	Partial Decree	Apr. 6, 1982	Ground Water	Irrigation		1.26		248.5		71	
34-13842	Partial Decree	Dec. 17, 1975	Ground Water	Irrigation		0.46		196.2		140	
34-13659	Partial Decree	June 1, 1889	Big Lost River	Irrigation	NWSESE, 5N, 26E, Sec. 4	0.97	None	None	150.5	43	
34-13661	Partial Decree	June 1, 1890	Big Lost River	Irrigation	NWSESE, 5N, 26E, Sec. 4	1	None	None			
				TOTALS		42.2	40.4	7564	7584.5	2326	2124

THE TOTAL ACRES LEASED IS 276.7 ACRES. AS A RATIO, 80/2124 = .038% OF THE TOTAL ACRES LEASED. THIS IS THE RATIO USED TO CALCULATE THE WATER BANK DIVERSION, VOLUME, AND ACREAGE AMOUNTS. 0.03766

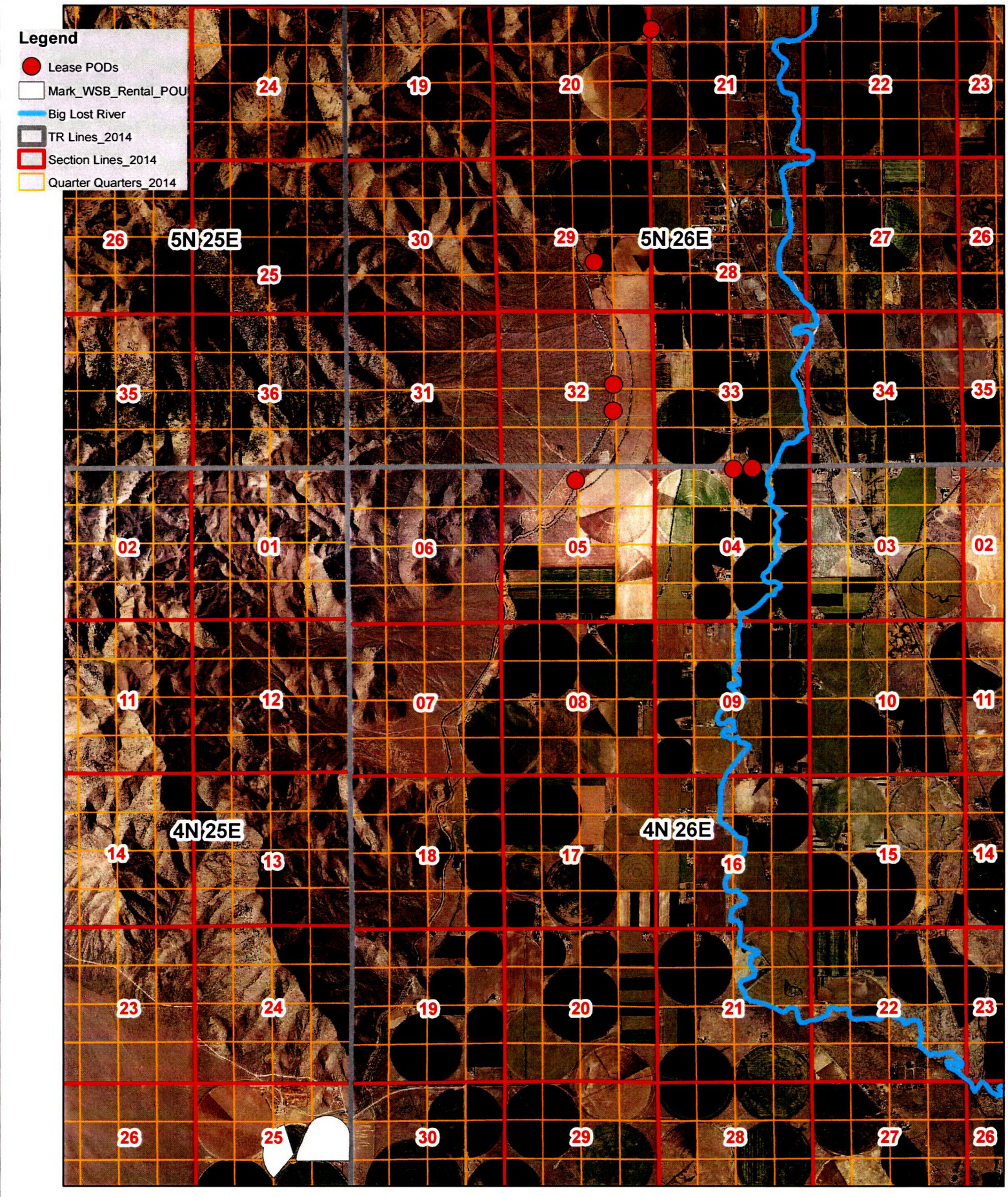
The diversion rate limitations for 34-618 and the portion of 34-7179 was calculated after review of the preliminary order appoving the prior transfer.

WATER BANK AMOUNTS

Water Right No.	Individual Diversion Rate Limitation (cfs) .038% of TOTAL	Combined Diversion Rate Limitation (cfs) .038% of TOTAL	Individual Volume Limitation (AFA) .038% of TOTAL	Combined Volume Limitation (AFA) .038% of TOTAL	Individual Acre Limitation .038% of TOTAL	Total Place of Use .038% of TOTAL
34-618	0.12	0.13	n/a	18.32	5.24	80.00
34-7179 (portion)	0.01		n/a			
34-7179 (portion)	0.10	1.39	44.65	261.68	none	
34-2330B	0.07		16.16		4.61	
34-7077	0.30		26.37		7.53	
34-7080B	0.20		37.70		10.77	
34-7092	0.45		83.71		23.92	
34-7121A	0.02		6.37		10.77	
34-7121B	0.14		41.66		11.90	
34-12376	0.05		11.54		3.30	
34-13840	0.05		9.36		2.67	
34-13842	0.02		7.39		5.27	
34-13659	0.04	None	None	5.67	1.62	
34-13661	0.04	None	None			
TOTALS	1.59	1.52	284.90	285.67	87.61	80.00

ATTACHMENT 2
GIS Maps

TELFORD LANDS LLC WSB RENTAL



Prepared by:
Robert L. Harris
021 NAIP Aerial Photo

ATTACHMENT 3K
Consent

CONSENT TO WATER SUPPLY BANK RENTAL

I, the undersigned am familiar with the Water Supply Bank Lease/Rental Applications which are being submitted to the Idaho Department of Water Resources by Telford Lands LLC which involve placing eighty (80) acres of water from several water rights on a portion of my property. I consent to the placement of these water rights on my property as requested in the Water Supply Bank Rental Application.

MARK TELFORD

Mark Telford

Date: 12-20-22

G:\WPDATA\RLH\16450 Telford Lands LLC\019 2022 Water Rights\Consent_Mark Telford Rental.docx

2/4, 2023

To: Idaho Department of Water Resources

From: Big Lost River Irrigation District

Subject: Telford Lands LLC Water Bank Consent: Water Right Nos. 34-618, 34-13659, and 34-13661.

The Big Lost River Irrigation District ("BLRID") is the owner and operator of the Moore Diversion and Canal. Telford Lands LLC owns Water Right Nos. 34-618, 34-13659, and 34-13661 (the "Water Rights"), which authorize diversion of water from the Big Lost River, and has a valid transport agreement for these water rights to be delivered through the Moore Diversion and Canal. It is our understanding that Telford Lands LLC has submitted water bank applications to allow a stacked portion the Water Rights as well as a stacked portion of ground water rights allocated to between approximately 80 to 123.2 acres of water rights allocated to pivot corners to be used on already irrigated lands that the water right acres are not currently appurtenant to. The use of water on different acres will not require any changes to how the Water Rights will be diverted and conveyed through the BLRID system, and therefore, will not have an impact on water deliveries through our system. BLRID has no objection to Telford Lands LLC's water bank applications that will run from 2023 through 2027, and I have the authority on behalf of BLRID provide this consent.

Kevin Whitcomb

Printed Name: KEVIN WHITCOMB

Title: General Manager

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 Mathew Weaver

September 14, 2023

TELFORD LANDS LLC
1450 W HWY 24
PAUL ID 83347-8666

RE: WATER SUPPLY BANK LEASE CONTRACT 1645 & RENTAL AGREEMENT 748 FOR WATER RIGHT(S) 34-618, 34-7179, 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-12376, 34-13840, 34-13842, 34-13659, 34-13661

Dear Lessor and Renter:

Water right(s) 34-618, 34-7179, 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-12376, 34-13840, 34-13842, 34-13659, 34-13661 are leased into the Water Supply Bank (Bank) as of January 1, 2023, in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank**. More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

Please also find enclosed a receipt in the amount of **$644.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 280.0 acre-feet of water for irrigation of 80 acres during 2023. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or $644.00** for 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.

If you have any questions, please contact me at (208) 287-4936.

Sincerely,

Mary Condon
Water Supply Bank Coordinator

Enclosures: Receipt No. E049210
Lease Contract
Rental Agreement (copy)

c: IDWR Fiscal
Eastern Regional Office
WD 34 Watermaster
Robert Harris – Holden Kidwell Hanh and Crapo PLLC

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 10, 2023

RECEIVED

MAY 22 2023

Department of Water Resources
Eastern Region

TELFORD LANDS LLC
1450 W HWY 24
PAUL, ID 83347-8666

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 34-13659, 34-13661, 34-618, 34-7077, 34-7080B, 34-7092, 34-13842, 34-7121A, 34-7121B, 34-12376, 34-2330B, 34-7179, 34-13840, AGREEMENT 748

*****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 **$6440.00 per year** was calculated based on the current rental rate of $20.00 per acre-foot times a diversion volume of 280 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or $644.00.** 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 $644.00 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

Enclosure(s)

c: IDWR Front Desk
Robert Harris – Holden, Kidwell, Hahn & Crapo PLLC

MEMORANDUM FOR APPLICATION # 2256 / AGREEMENT # 748

To: Water Right(s): 34-618, 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-7179, 34-12376, 34-13840, 34-13842, 34-13659, 34-13661

From: Mary Condon

Date: April 4, 2023

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

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PURPOSE/NARRATIVE: Companion rental application for senior water rights on lands with existing surface rights received initially on January 3, 2022 for start in 2022 for five years, but put on hold due to other processes on proposed leased rights, including recently approved transfer 87389. Final amendments for lease and rentals received on December 27, 2022 for a 2023 start date on one lease contract of above listed rights and two rentals for five years. This review is for one of the two rentals against the above listed rights for years 2023-2027.

AUTHORITY TO FILE: Application to rent from Telford Lands filed and signed by their legal representative, Robert Harris, who has power of attorney for their water right filings. Applicant is both lessor and renter and holds existing water right at rental place of use and diversion, and taxlot data available confirms ownership of the parcel under rental.

WATER RIGHT VALIDITY: Rights requested are leased to the bank for five years from 2023-2027, are valid, and are made available for this rental.

INJURY TO OTHER WATER RIGHTS: Rental proposes to continue to use the same PODs as the leased rights, consistent with their existing surface right and regular route for leased ground water rights. Only the POU is changing under this portion of the lease rental. Ground water PODs are within the Big Lost River Ground Water District (BLRGWD) and within the ESPA model boundary but outside of the area of common groundwater supply for the ESPA. The surface water right PODs are within the Big Lost River Irrigation District (BLRID), and permission for the lease rental of these rights was included with the applications. Since the ground water PODs for the lease and rental will not change, ESPA modeling is not required. Rental POU is above the lease POU but still south of the lease PODs, and delivery via canal systems is not changing but will now be a shorter route for the rented portion. Injury to other water rights is not expected through this rental.

ENLARGEMENT OF USE: Existing right at the rental POU is surface right 34-622A for 80 acres of irrigation with a priority date of 1896, junior to the surface water rented through this rental. The ground water rights leased and rented can be applied when surface water is out of priority. Existing right 34-622A at the rental POU is delivered through the Moore Canal to a crossover ditch and then into the Timberdome Canal, same as the requested leased rights for rental. Existing surface right and rented rights have the same headgate and diversion rate per acre, and as such, enlargement through the rental of these rights for the 80 acres is not expected.

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

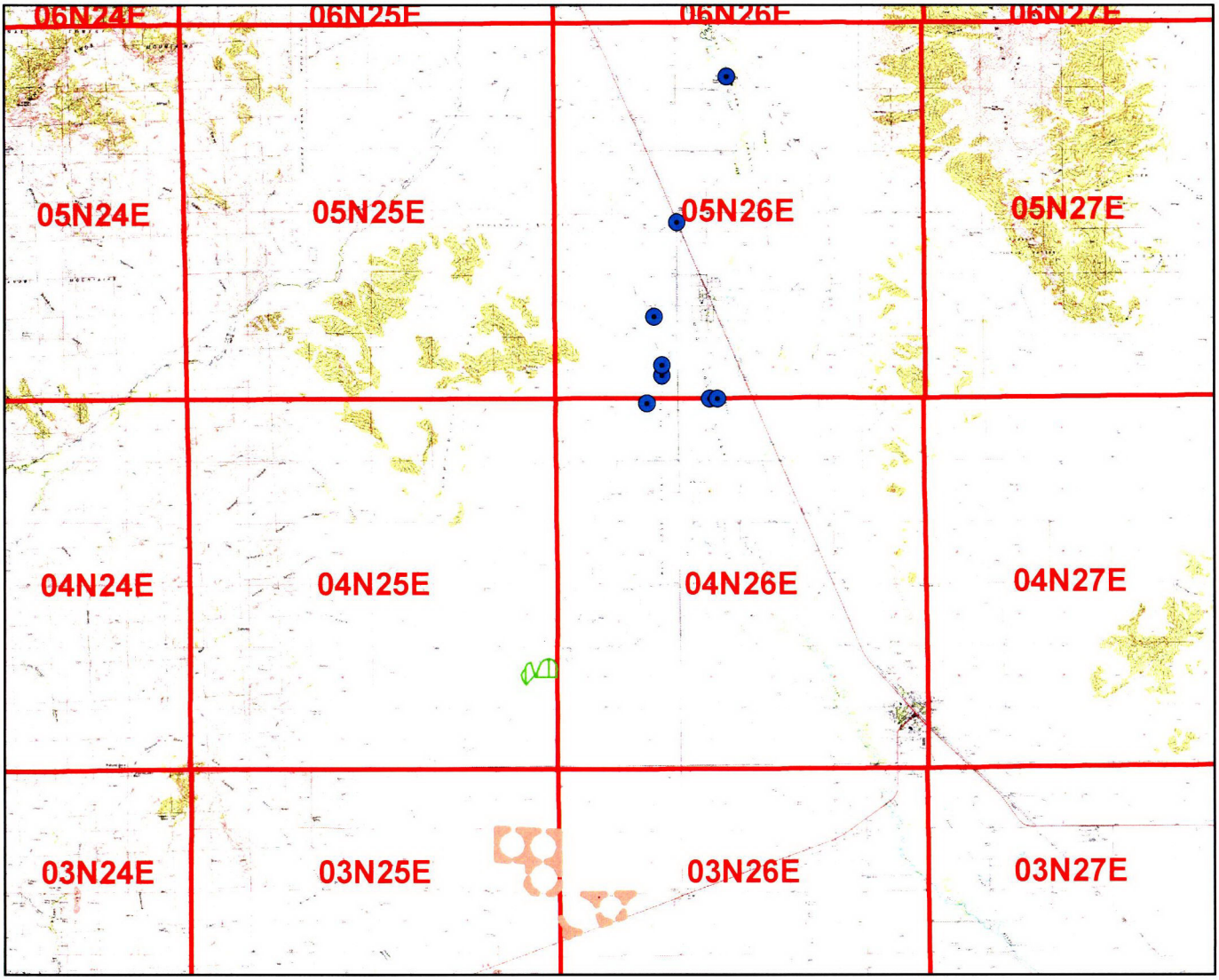
BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The rental is for a beneficial use and appears consistent with the conservation of water resources in Idaho, as this rental will reduce the overall number of acres irrigated in the area by 80 acres through stacking the rental water rights on existing rights for irrigation.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The location for the rental POD is within Eastern Region and the BLRGWD, BLRID and is subject to Water District # 34. Request for comments sent to watermaster and region manager on April 13, 2023. Comments were not solicited from GWD because the lessor and renter is listed as the GWD manager.

Idaho Water Resource Board

WSB Move Map

Telford Lands 34-618 et al., to Telford Lands 34-622A
2023-2027



Water Supply Bank Lease & Rental POD
Water Supply Bank Rental POU
Water Supply Bank Lease POU
Township/Range

N

0 3 6 Miles

From: Condon, Mary
To: Cefalo, James; presmarc@mackayschools.org
Subject: Telford Lands - 80 acre rental
Date: Thursday, April 13, 2023 12:57:00 PM
Attachments: image001.png
Move Map - Telford 2256.pdf
Rental Review Memo - 2256 (80ac).docx

Good afternoon,

Please see the attached rental review memo and move map for 80 acres of irrigation, and kindly reply with comments or concerns within 10 days.

Best,
Mary

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

Holden Kidwell
Hahn & Crapo P.L.L.C.
LAW OFFICES

Established in 1896
1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405
Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com
rharris@holdenlegal.com

RECEIVED
DEC 27 2022
DEPARTMENT OF
WATER RESOURCES

December 23, 2022

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

RE: ***AMENDED Applications to Rent and Lease Water from the Water Supply Bank, Water Right Nos. 34-618, 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-7179, 34-12376, 34-13659, 34-13661, 34-13840, and 34-13842.***

Dear Mary:

Enclosed for processing are amended combined lease/rental package for portions of the above enumerated water rights.

The rates contained in the new applications request leasing a combined 2.45 cfs and 439.9 acre-feet for the irrigation of 123.2 acres. Two rental applications to rent the entirety of these leased water rights are also included for use on two farms of family members of Telford Lands LLC for 80 acres and 43.2 acres, respectively. If either of the two rental applications are not approved, we ask that the leased water not be made available to other parties as Telford Lands LLC will lease the water for combined use on other currently-farmed property.

We have only included the necessary attachments on one of the lease documents to save paper, but it is the same for all the lease documents. Please note that we are waiting for the consent from BLRID, but anticipate receiving that consent in the coming weeks.

We have also not submitted a completed W-9 form because it is a combined lease-rental and the W-9 is not needed.

We previously submitted the required $500.00 fee for the original combined lease/rental applications.

If you have any questions or concerns, please do not hesitate to give me a call.

Best Regards,

Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures

G:\WPDATA\RLH\16450\Telford Lands LLC\021 2023 Water Rights\2023 West Side WSB Does\2021-12-22, Condon.docx

Condon, Mary

From: Rob Harris <rharris@holdenlegal.com>
Sent: Saturday, December 10, 2022 4:36 PM
To: Condon, Mary
Subject: RE: Late Season Rental Application
Attachments: Late Season Letter Telford Lands 2364.pdf

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

Mary:

We will be submitting revised application/rental applications for the referened applications we filed last year. I wanted to give you a heads up.

Rob Harris

From: Condon, Mary <Mary.Condon@idwr.idaho.gov>
Sent: Monday, May 9, 2022 12:56 PM
To: Rob Harris <rharris@holdenlegal.com>
Cc: Bank <Bank@idwr.idaho.gov>
Subject: Late Season Rental Application

Mr. Harris,

Please see the attached letter for your client.

Best,
Mary

Mary Condon
Water Supply Bank Coordinator

IDAHO DEPARTMENT OF
WATER RESOURCES
Planning & Projects
mary.condon@idwr.idaho.gov
Direct: (208) 287-4936
Fax: (208) 287-6700, Attn. Mary C.