

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 816

This is to certify that:

BRISBIE LLC

C/O MICHAEL P LAWRENCE GIVENS PURLSEY LLP

601 W BANNOCK ST

BOISE, ID 83702-5919

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

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
63-3362	7/11/1963	GROUND WATER	2.04	639	142.0	0.014	4.5
63-10383	9/23/1986	GROUND WATER	2.30	519	115.3	0.020	4.5
63-11347	7/8/1992	GROUND WATER	0.54	136	30.2	0.018	4.5
63-34795	7/8/1992	GROUND WATER	1.15	284	63.0	0.018	4.5
Combined Rental Totals			2.71	1,580	350.5	0.008	4.5

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2024. 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 2024, whichever occurs last.

Annual Rental Fee:

2024: \$3,627.33

The rental fee is an administrative fee of \$3,627.33 for 2024. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 63-3362, 63-10383, 63-11347, 63-34795. Rental fee is based on 1577.1 acre feet rented.

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

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
INDUSTRIAL	2.71	806
Combined Total	2.71	806

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

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 816

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

Signature of Renter

Date

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 _____
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date _____

Rental approved by IDWR _____

Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 744

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

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

BENEFICIAL USE
INDUSTRIAL

DIVERSION RATE
2.71 CFS

VOLUME
806 AF

SEASON OF USE

From To
1/1 12/31

RENTERS PLACE OF USE: INDUSTRIAL

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

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 744

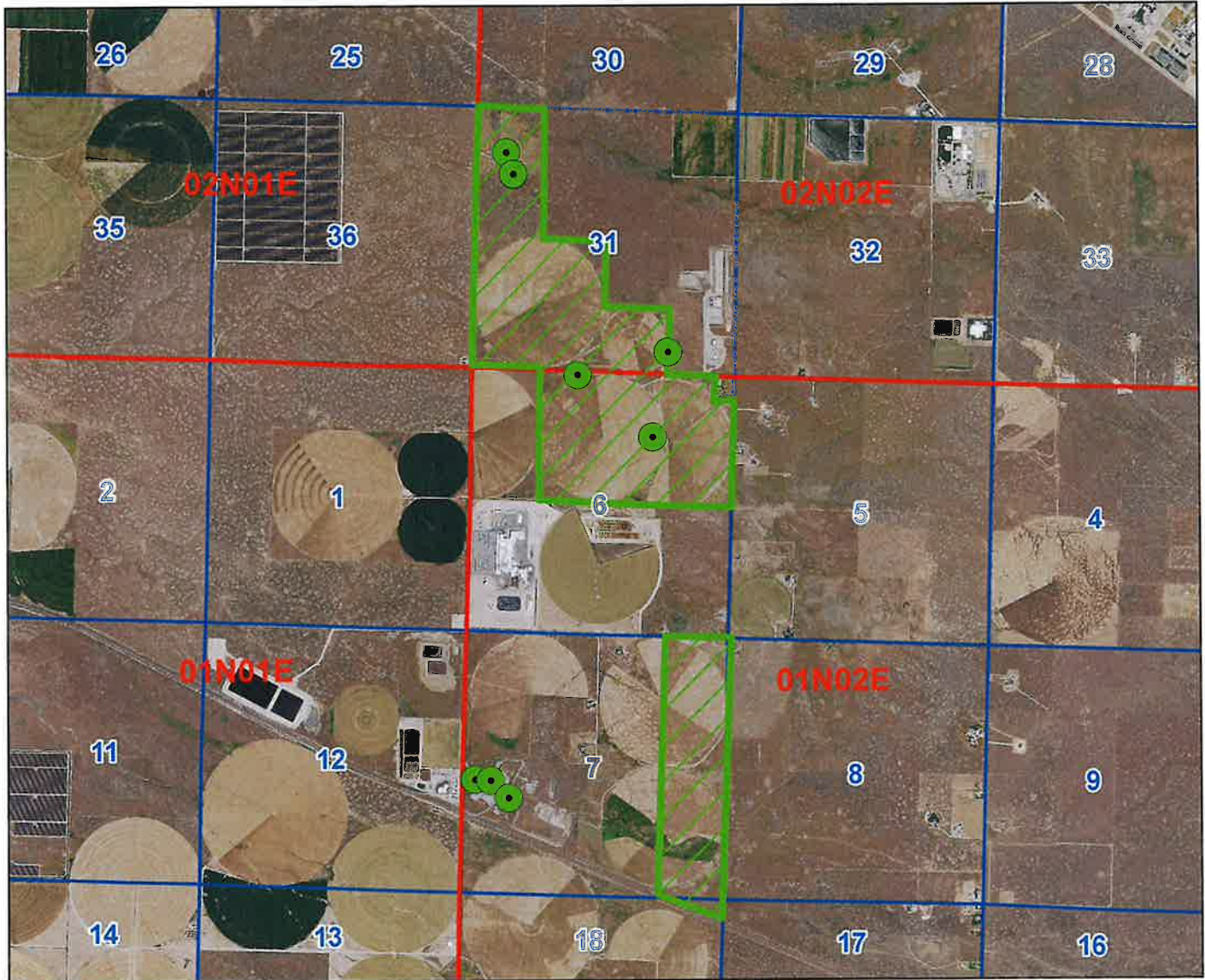
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
10. This rental agreement does not authorize the construction of a well.
11. Right holder is required to utilize cold water wells to their capacity. Low temperature geothermal water from the point of diversion in NWNE, S06, T01N, R02E, shall only be diverted at a rate equal to the remaining portion of 2.23 cfs not capable of being satisfied by cold water wells.
12. The following rights are diverted through point(s) of diversion described above: 63-3362, 63-7531, 63-10383, 63-11347, 63-34795, and 63-35356
13. Rights 63-10383, 63-7531, 63-35411, and 63-35356 when combined shall not exceed a total diversion rate of 5.87 cfs.
14. Rental of rights 63-3362, 63-10383, 63-11347, and 63-34795 when combined with rights 63-7531, 63-35411, and 63-35356 shall not exceed a total diversion rate of 8.88 cfs.
15. Use of water described under the unleased and unrented portion of Right No. 63-10383 shall comply with applicable water quality standards of the Division of Environmental Quality of the Idaho Department of Health and Welfare.
16. The wastewater pond described under the unleased and unrented portion of Right No. 63-10383 is located within Lot 1 (NWNW), S19, T01N, R02E
17. The place of industrial use described under the unleased and unrented portion of Right No. 63-10383 includes land upon which wastewater may be applied for wastewater treatment purposes to satisfy water quality requirements. Water diverted under the industrial and commercial components of rights 63-7531 and 63-10383 shall not be land applied unless the water is first used for the commercial/industrial purposes as authorized under these rights.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 816

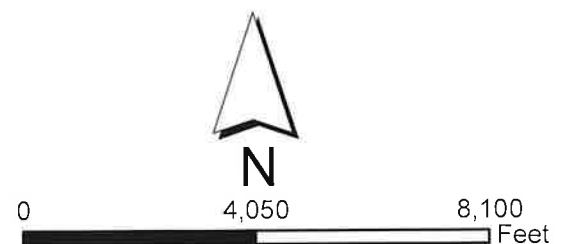
Effective until December 31, 2024

This map depicts the **INDUSTRIAL** 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



STATE OF IDAHO
WATER RESOURCE BOARD

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

RECEIVED
NOV 13 2023
DEPARTMENT OF
WATER RESOURCES

Applicant Name: Brisbie LLC

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

Yes ☒ No ☐

If yes, specify companion water rights in Section 4

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

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

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

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

MINIMUM REQUIREMENT CHECKLIST

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

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)

63-3362	63-11347
63-10383	63-34795

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

- A. Applicant Brisbie LLC c/o Givens Pursley LLP, Attn: Mike Lawrence
- | | | | |
|---|---------------------|----------------------|-------------------------|
| Mailing Address <u>601 W Bannock St</u> | Boise | ID | 83702 |
| <small>Street</small> | <small>City</small> | <small>State</small> | <small>Zip Code</small> |
- Email Address mpl@givenspursley.com Phone Number 208-388-1200
- B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☐ No ☐
- If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.
- Representative Terry Scanlan Professional Title PE, PG
- Organization HDR Engineering, Inc Relationship to Applicant Consultant to Brisbie
- Mailing Address 412 E Parkcenter Blvd, Ste 100, Boise, ID 83706
- Email Address tscanlan@hdrinc.com Phone Number 208-872-9530

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

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

Continued use of water rented in 2023 for construction/industrial purposes while pending transfer application
#87042 is processed by IDWR.

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

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
2.77 CFS	806 AF	2.77 CFS	806 AF	AC

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

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

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
1/1/2024	1/1/2024	☒ 1	☐ 2	☐ 3	☐ 4	☐ 5	☒ Process application as soon as possible	☐ Return application to applicant

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

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

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

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

Up to 8 wells and electric pumps will provide water to places of use via pipelines and water trucks. Pumps are equipped with flow meters to document water use.

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

POD Description	Water Source	Other Water Rights Diverted from this POD
See Attachment 3E		

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

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

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

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

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

- ☐ Irrigation _____ (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☒ Industrial from: 1/1 (mm/dd) to: 12/31 (mm/dd)
- ☐ Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

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

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

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

63-10383 industrial portion. Additional water is needed for industrial (construction) purposes.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☒ No ☐

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

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

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

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
63-3362	Irrigation	2.27	741.8	157.8		2.04	639	142
63-10383	Irrigation	2.56	602.3	128.1		2.30	519	115.3
63-11347	Irrigation	0.60	157.5	33.5		0.54	136	30.2
63-34795	Irrigation	1.28	329.1	70		1.15	284	63
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL	2.77	1570	350.5
						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:**

The same uses and water amounts recently approved under Rental Agreement #744 are being proposed for another year of rental.

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:

Rental Agreement #744 was recently approved for the requested water and uses. The agreement expires

12/31/2023. Applicants are seeking use of the water for another year.

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental?

If yes, describe:

Yes ☒ No ☐

Transfer application #87042 proposing permanent use of the requested water for industrial purposes has been

submitted and is currently being processed by IDWR.

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV?

Yes ☐ No ☒

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

- D. Additional Information

DECLARATION

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


Signature of Applicant

Kathy Rushmore
Printed Name of Applicant

10/30/2023
Date

Signature of Representative

Printed Name of Representative

Date

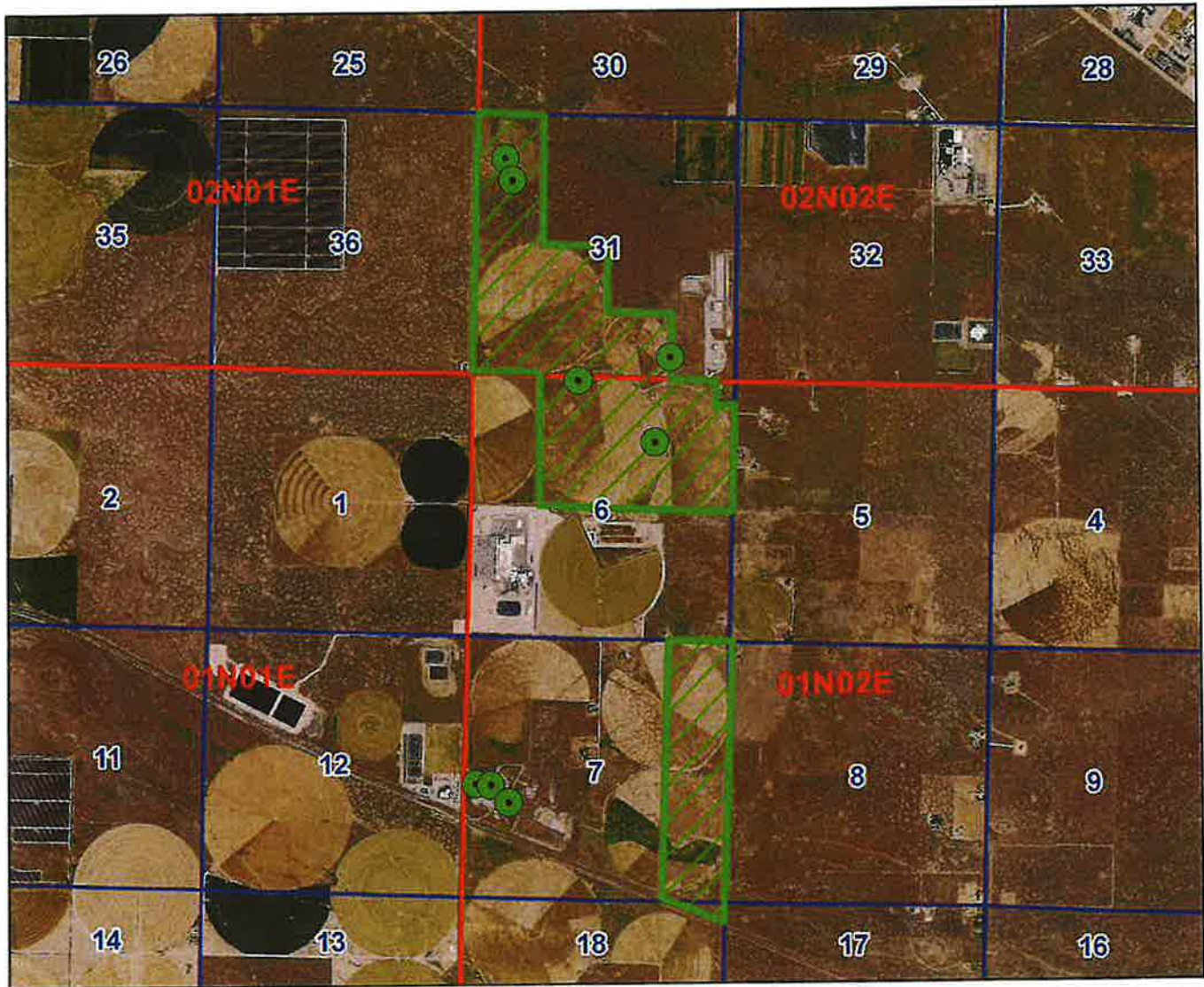
Mail to:

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

Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 744

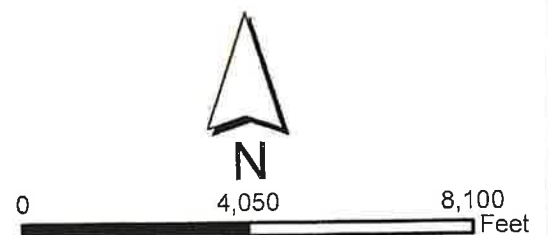
Effective until December 31, 2023

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



Legend

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



Attachment 3E: Location of Points of Diversion

Twp	Rge	Sec	Lt	1/41/4	Source	Other WRs
2N	2E	31	1	NWNW	GW	
2N	2E	31	2	SWNW	GW	63-7406, 63-22612, 63-34365
2N	2E	31		SWSE	GW	63-3362, 63-7531, 63-10383, 63-11347, 63-34795, 63-35356, 63-35411, 63-12546, 63-33884, 63-34373
1N	2E	6	2	NWNE	GW	63-3362, 63-7531, 63-10383, 63-11347, 63-34795, 63-35356, 63-35411, 63-12546, 63-33884, 63-34373
1N	2E	6	3	NENW	GW	63-3362, 63-7531, 63-10383, 63-11347, 63-34795, 63-35356, 63-35411, 63-12546, 63-33884, 63-34373
1N	2E	7	3	NWSW	GW	63-3362, 63-7531, 63-10383, 63-11347, 63-34795, 63-35356, 63-35411, 63-12546, 63-33884, 63-34373
1N	2E	7	3	NWSW	GW	63-3362, 63-7531, 63-10383, 63-11347, 63-34795, 63-35356, 63-35411, 63-12546, 63-33884, 63-34373
1N	2E	7	3	NWSW	GW	63-3362, 63-7531, 63-10383, 63-11347, 63-34795, 63-35356, 63-35411, 63-12546, 63-33884, 63-34373

GIVENS PURSLEY LLP

Attorneys and Counselors at Law

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Samuel F. Parry
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Blake W. Ringer
Michael O. Roe
Danielle M. Strollo
Robert B. White
Michael V. Woodhouse

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

September 19, 2023

Via Certified Mail 7022 1670 0003 0044 3461

City of Kuna
Attn: Mayor Stear, Public Works Director Paul Stevens and
Planning and Zoning Director Doug Hanson
751 W 4th Street
Kuna, Idaho 83634

RE: Notice of Extension of Temporary Construction Easement for 5911 W Barker Rd

Dear Mayor Stear, Public Works Director Stevens and Planning and Zoning Director Hanson:

We represent Brisbie LLC, a Delaware limited liability company ("**Brisbie**"), in connection with that certain Temporary Construction Easement Agreement, recorded on December 21, 2022 as Instrument No. 2021-178909 by the Ada County Recorder, attached hereto as Attachment 1 (the "**Easement Agreement**"). The Easement Agreement grants a temporary easement to Brisbie for construction of lagoon and wastewater treatment infrastructure improvements on the real property located at 5911 W Barker Rd in the City of Kuna and identified by Ada County Parcel No. R6130110200 ("**the Property**"). The Property was conveyed to the City of Kuna via a Special Warranty Deed recorded as Instrument No. 2023-028909 by the Ada County Recorder on May 19, 2023.

The term of the easement was extended to September 30, 2023 via notification to Kuna's predecessor in interest to the Property on February 16, 2023, a copy of which is attached hereto as Attachment 2. This letter is to notify the City of Kuna that Brisbie hereby exercises the right to extend the easement for an additional (6) month period to March 31, 2024, as allowed under Section 3 of the Easement Agreement.

Please contact me if you have any questions regarding this notice.

Sincerely,



Kimberly D. Maloney

KDM/km
16934514 [14808-2]

cc: Morgan Treasure, Economic Development Director, City of Kuna (via email, mtreasure@kunaaid.gov)
William F. Gigray, City Attorney, City of Kuna (via email, wfg@whitepeterson.com)

Attachment 1

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

2021-178909
12/21/2021 04:57 PM
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Recording Requested By and
When Recorded Return to:

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

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3855104-710

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

1. Basic Agreement Terms

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

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

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

3. **Term Extensions.** Grantee may extend the Easement for additional six (6) month periods by giving written notice to Owner on or before the Expiration Date.
4. **Termination.** Upon termination of this Agreement, all covenants in this instrument are released (other than Grantee's indemnification obligations set forth in Section 6, which will survive the expiration or termination of this Agreement) and the Easement Area will be considered free and clear of any restriction or any right attaching to the grant of the Easement set forth in this Agreement. Upon termination, Grantee will execute and record an instrument to memorialize the termination of record.
5. **Insurance.** Grantee shall provide and maintain comprehensive general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) covering its obligations under this Agreement and insuring against claims for personal injury, bodily injury or death, and property damage or destruction. The limits of liability of all such insurance shall be not less than \$2,000,000 for personal injury or bodily injury or death of any one person, \$2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence. Such insurance shall be written with an insurer licensed to do business in the state in which the Leased Premises is located and may be provided under a blanket policy provided such policy otherwise complies with the foregoing requirements. Grantee shall furnish Grantor with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to the holders of such insurance and the holders of such certificates. Notwithstanding the foregoing, with respect to any insurance to be provided by Grantee hereunder, Grantee may elect to self-insure.
6. **Indemnity.** Grantee will defend, indemnify and hold Owner and its employees and agents (collectively, the "Owner Parties") harmless from and against all damages, losses, claims or expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal incurred by Owner), caused by the negligent or unlawful use of the Easement Area by Grantee Users, but only to the extent that such damages, losses, claims or expenses are attributable to personal injury or property damage arising from use of the Easement Area by Grantee Users; provided, however, Grantee will not be obligated to defend, indemnify and hold harmless any of the Owner Parties for matters caused by negligence, misconduct, a violation of this Agreement, or violation of applicable laws by any of the Owner Parties.
7. **Grantee Use of Easement.** The Easement will allow Grantee Users to use the Easement Area during the construction of the Project. Grantee will use the Easement Area solely for the purpose described in Section 1 and for no other purpose. In no event may any use of the Easement Area by Grantee Users violate any applicable law, rule or regulation relating to the Easement Area or materially impact Owner's normal business operations in the adjacent property.
8. **Right of Access.** For purposes of Grantee's complete control of the easement, only Grantee and Grantee Users (subject only to pre-existing covenants) will be allowed on the Property during the Term. Grantee shall have the power to exclude anyone who fails to comply with ordinary construction site safety standards from the Property, including Owner and Owner's representatives.

9. **Other Utilities.** If the Easement Area is subject to easements for other utilities, then Grantee agrees that it will not disturb the other utilities without the consent of the easement or utility owner or operator thereof.
10. **Modification of Easement Area.** Owner accepts and understands that in order to construct the Project, Grantee will significantly modify the Easement Area. Owner agrees to accept the modifications to the Easement Area and Grantee shall have no obligation to reclaim the Easement Area, except as agreed to as part of the Project.
11. **Notices.** Any notice or other communication that either party desires to give to the other party must be in writing and may be delivered by courier, electronic mail, US Mail or any other reasonable means to the other party at the addresses set forth above, or any other address as the other party may designate from time to time (including any mailing or notice address for such other party on the records of the Idaho Secretary of State).
12. **Binding Effect.** This Easement will be binding upon, and inure to the benefit of, Owner, Grantee and the Easement Area. Grantee may assign, license or delegate its rights and obligations hereunder to Grantee Users in furtherance of the construction activities contemplated herein. Owner and Grantee acknowledge that it is contemplated that during the term of this Easement, that Owner will convey the Property to the City of Kuna. Such conveyance of the Property shall be made subject to this Easement.
13. **Force Majeure.** If due to the occurrence of a Force Majeure Event, defined below, a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended for the period of time the Force Majeure Event continues; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. A "Force Majeure Event" means and refers to a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Idaho.
14. **General.** The laws of the State of Idaho will govern the interpretation and performance of this Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. This Easement may be modified only by a written instrument signed by Grantee and Owner. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and will have no effect upon construction or interpretation. This Easement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this Easement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Easement will remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this Easement.
15. **Attorneys' Fees.** In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-120, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses. The



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

{ end of text; signature page follows }

DATED effective as of the Effective Date.

Owner:

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

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

By: *Ken C. Gardner*
Name: *Ken C. Gardner*
Its: Manager *Ken C. Gardner*

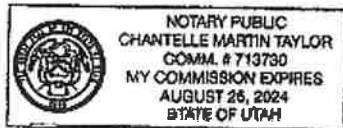
Grantee:

BRISBIE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF Utah)
) ss.
COUNTY OF Sacramento)

This record was acknowledged before me on 12-26-2021 by Kenn C Gardner as
Manager of KC Gardner Company, L.C, the Manager of GC Kuna Land, L.C.



C. Gardner
Signature of Notary Public
My Commission expires: 08-26-2024

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

[seal]

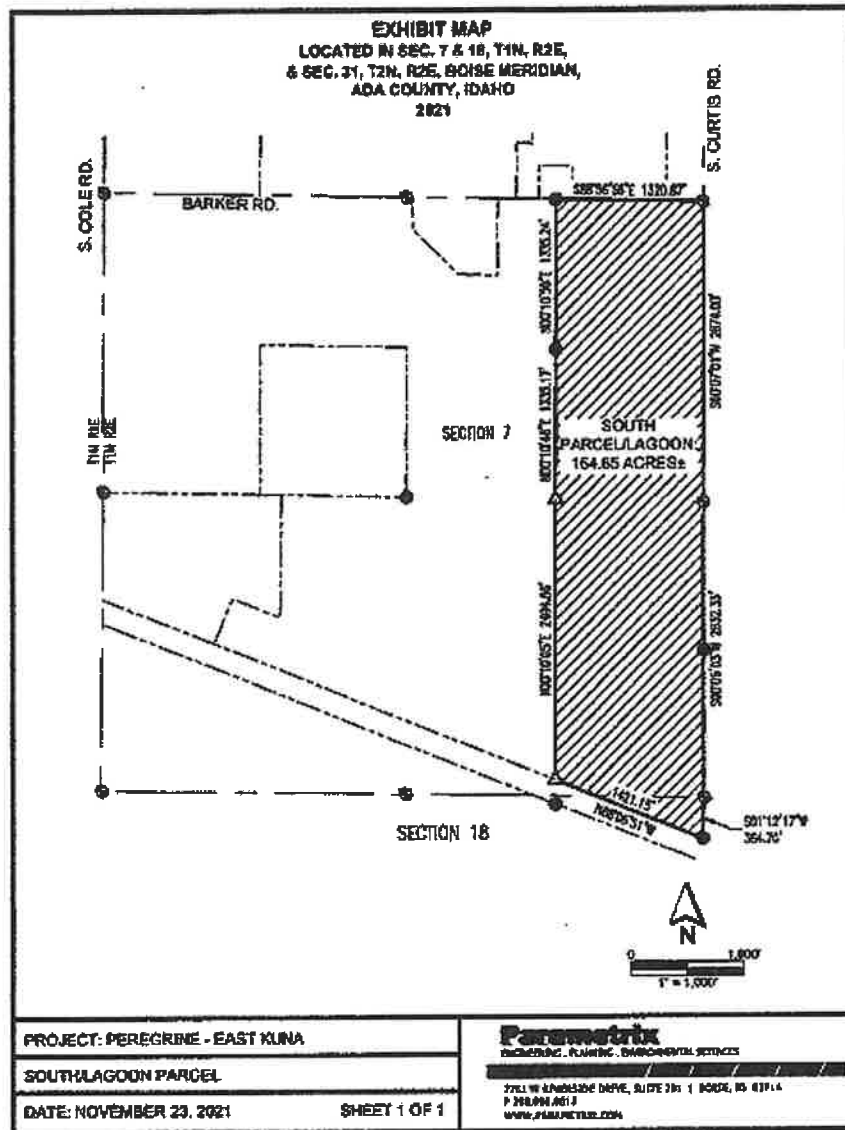
Notary Public for _____
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

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

BEGINNING at the Northeast corner of said Section 7, thence on the east line of said Section 7, South 00° 07' 33" West, 1336.95 feet;
 Thence South 00° 06' 26" West, 1337.05 feet;
 Thence South 00° 06' 02" West, 2632.33 feet, to the Southeast corner of said Section 7;
 Thence on the east line of said Section 18, South 01° 12' 13" West, 364.70 feet, to a point on the northerly right of way line of the Union Pacific Railroad;
 Thence on said northerly right of way line, North 68° 05' 53" West, 1421.13 feet, to a point on the west line of said East One Half of the East One Half;
 Thence on said west line, North 00° 10' 02" East, 2494.66 feet;
 Thence North 00° 10' 43" East, 1335.17 feet;
 Thence North 00° 10' 47" East, 1335.24 feet, to a point on the north line of said Section 7;
 Thence on said north line, South 88° 56' 59" East, 1320.87 feet to the **POINT OF BEGINNING**.
 The above-described area of land contains 164.65 acres, more or less.



Attachment 2

GIVENS PURSLEY^{LLP}

Attorneys and Counselors at Law

601 W. Bannock Street
PO Box 2720
Boise, ID 83701
Telephone: 208-388-1200
Facsimile: 208-388-1300
www.givenspursley.com

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(208) 388-1273
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Gary G. Allen
Charlie S. Baser
Christopher J. Benson
Jason J. Blakeley
Cini R. Bolinder
Jill W. Bowser
Preston H. Carter
Chynna K. Costello
Jeremy C. Chav
Michael C. Creamer
Charlotte V. Cunningham
Joshua C. Dickerson
Amber N. Dine
Bradley J. Dixon
Thomas E. Dvorak
Rebecca M. Fitz
Morgan D. Goodin

Don Z. Gray
Paul G. Hawkins
Brian J. Holman
Kerli H. Kennedy
Elizabeth A. Koeckeritz
Naal A. Koskela
Michael P. Lawrence
Franklin G. Lee
David R. Lombard
Lori E. Lundberg
Kimberly D. Maloney
Kenneth R. McClure
Alex P. McLaughlin
Malodie A. McGuade
Christopher H. Meyer
L. Edward Miller
Judson B. Montgomery

Deborah E. Neban
Samuel F. Parry
Randall A. Polerman
Blake W. Ringer
Michael O. Roe
Danielle M. Shallo
Robert B. White
Michael V. Woodhouse

William C. Cole (Of Counsel)

Kenneth L. Pursley (1949-2015)
James A. McClure (1924-2011)
Raymond D. Giverts (1917-2008)

February 16, 2023

Via Certified Mail
7022 2410 0002 8097 1241

GC Kuna Land, L.C.
Attn: Matt Winn
201 S. Main Street, Suite 2000
Salt Lake City, UT 84111

RE: Grantee's Exercise of Term Extension

Dear Mr. Winn:

As you know, we represent Brisbie LLC, a Delaware limited liability company ("Brisbie"), in connection with that certain Temporary Construction Easement Agreement with an Effective Date of December 21, 2022 (the "Easement Agreement") by and between Brisbie and GC Kuna Land, L.C., a Utah limited liability company (the "Owner"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Easement Agreement.

This letter is to notify the Owner that Brisbie hereby exercises the right to extend the Easement, pursuant to Section 3 of the Easement Agreement, for an additional (6) month period to September 30, 2023.

Sincerely,



Kimberly D. Maloney

KDM/km
1660410014808-2

cc: Geoff Wardle (via email, gwardle@clarkwardle.com)
Dave Wali (via email, david@gardnercompany.net)

Kienholz, Mackenzie

From: Michael P. Lawrence <mpl@givenspursley.com>
Sent: Friday, February 2, 2024 6:31 PM
To: Kienholz, Mackenzie; Graves, Lori
Cc: terry.scanlan@hdrinc.com
Subject: RE: Proposed Water Supply Bank Lease & Rental - Brisbie LLC [GP-DMS.014808.0002]
Attachments: KND Proposed Lease Contract 1794 - Brisbie LLC 2024_signed.pdf; KND Proposed Rental Agreement 816 Brisbie 2024_signed.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.

Mackenzie,

Attached are the lease and rental contracts signed by Brisbie.

A check for the rental fee should be delivered right away, if it hasn't been delivered already.

Thanks,
Mike

MICHAEL P. LAWRENCE

GIVENS PURSLEY LLP

601 West Bannock Street, Boise, ID 83702

main 208-388-1200

direct 208-388-1294

fax 208-388-1300

mpl@givenspursley.com

www.givenspursley.com

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From: Michael P. Lawrence
Sent: Tuesday, January 30, 2024 9:49 AM
To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>; Graves, Lori <Lori.Graives@hdrinc.com>
Cc: terry.scanlan@hdrinc.com
Subject: RE: Proposed Water Supply Bank Lease & Rental - Brisbie LLC [GP-DMS.014808.0002.FID647266]

Thanks for the explanation Mackenzie. I've forwarded the contracts to Brisbie for signature and hope to have them back to you soon.

Thanks,
Mike

MICHAEL P. LAWRENCE

GIVENS PURSLEY LLP

601 West Bannock Street, Boise, ID 83702

main 208-388-1200

direct 208-388-1294

fax 208-388-1300

mpl@givenspursley.com

www.givenspursley.com

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From: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>

Sent: Tuesday, January 30, 2024 8:36 AM

To: Graves, Lori <Lori.Graves@hdrinc.com>

Cc: terry.scanlan@hdrinc.com; Michael P. Lawrence <mpl@givenspursley.com>

Subject: RE: Proposed Water Supply Bank Lease & Rental - Brisbie LLC [GP-DMS.014808.0002.FID647266]

EXTERNAL

Good morning, Lori,

The slight difference in the rate compared to the 2023 lease/rental is due to how the combined limits currently stand. During the 2023 rental, there were assumptions that certain combined limits, specifically that the remaining portion of 63-7531 and all child rights should have retained a combined limit of 3.6 cfs, would be corrected through the transfer filed by Brisbie, LLC. In a phone conversation with IDWR Western Regional Manager Nick Miller, he mentioned that they would not be addressing any changes to combined limits through this transfer. Additionally, there has been another split from 63-7531 since the 2023 Water Supply Bank review. For the 2024 lease and rental, I had to consider combined limits as they stand and assume that all other water right owners will be using the full amount that they are authorized to prevent enlargement. This reduced the rate available to the Bank by 0.07 cfs.

The rate per acre of 0.008 cfs/acre is correct. It appears there was a typo on the 2023 rental agreement, but not one that affects the amounts rented. Our software automatically generates a rate/acre number for the document based off the sum rate that we then manually correct to account for combined limits. It appears that this manual correction was missed for the rate/acre on the face of the document, but the authorized rental rate of 2.77 cfs divided by the authorized rental 350.5 acres is 0.008 cfs/acre. Similarly, the lease amounts for 2023 (3.08 cfs / 389.4 acres) is equal to 0.008 cfs/acre. This proportion was listed on the second table of the 2023 lease contract.

Please let me know if you have any additional questions.

Thank you,

Mackenzie Kienholz

Water Supply Bank Specialist



Planning & Projects

Mackenzie.kienholz@idwr.idaho.gov

Phone: (208) 287-4822

From: Graves, Lori <Lori.Graves@hdrinc.com>

Sent: Monday, January 29, 2024 10:25 AM

To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>

Cc: terry.scanlan@hdrinc.com; mpl@givenspursley.com

Subject: RE: Proposed Water Supply Bank Lease & Rental - Brisbie LLC [GP-DMS.014808.0002.FID647266]

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Hi Mackenzie,

I reviewed the draft lease contract 1794 and rental agreement 816 for Brisbie. I'm assuming the slight differences in the lease/rental amounts between the 2023 approvals and these draft approvals are due to rounding but wanted to confirm. Other than that, I noticed on the rental agreement that the combined total rate per acre is listed at 0.008? I believe it should be listed at 0.017 or 0.018. Can you please check and fix or clarify? Thanks Mackenzie.

Lori Graves, Sr. Water Rights Specialist

D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

From: Scanlan, Terry <Terry.Scanlan@hdrinc.com>

Sent: Friday, January 26, 2024 5:58 PM

To: Graves, Lori <Lori.Graves@hdrinc.com>

Subject: FW: Proposed Water Supply Bank Lease & Rental - Brisbie LLC [GP-DMS.014808.0002.FID647266]

Please review if you are working this weekend. Thanks.

Terry M. Scanlan, P.E., P.G.

D 208-872-9530 M 208-861-4758

hdrinc.com/follow-us

From: Michael P. Lawrence <mpl@givenspursley.com>

Sent: Friday, January 26, 2024 3:00 PM

To: Scanlan, Terry <Terry.Scanlan@hdrinc.com>

Cc: Charlie S. Baser <charliebaser@givenspursley.com>

Subject: FW: Proposed Water Supply Bank Lease & Rental - Brisbie LLC [GP-DMS.014808.0002.FID647266]

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Terry, do these look good to you? I haven't had a chance to look at them, but will try to this afternoon. I'm planning to forward to Brisbie right away in any event.

Thanks,
Mike

MICHAEL P. LAWRENCE

GIVENS PURSLEY LLP

601 West Bannock Street, Boise, ID 83702

main 208-388-1200

direct 208-388-1294

fax 208-388-1300

mpl@givenspursley.com

www.givenspursley.com

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From: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>

Sent: Friday, January 26, 2024 2:20 PM

To: tscanlan@hdrinc.com; Michael P. Lawrence <mpl@givenspursley.com>

Cc: Bank <Bank@idwr.idaho.gov>; Charlie S. Baser <charliebaser@givenspursley.com>

Subject: Proposed Water Supply Bank Lease & Rental - Brisbie LLC

EXTERNAL

Good afternoon,

Attached is a proposed lease contract and rental agreement along with the respective cover letters for Brisbie, LLC for 2024. Please return signed copies of the proposed lease and rental as well as the rental fee within 14 days, and please feel free to contact me with any questions.

Best,

Mackenzie Kienholz

Water Supply Bank Specialist



Planning & Projects

Mackenzie.kienholz@idwr.idaho.gov

Phone: (208) 287-4822

Kienholz, Mackenzie

From: Kienholz, Mackenzie
Sent: Wednesday, January 10, 2024 9:40 AM
To: Miller, Nick
Subject: Comment Request - WSB Package for Brisbie LLC
Attachments: WM Copy Review Memo Rental App 2824 Brisbie LLC.pdf; Rental Map Brisbie 2024.pdf; WM Copy Review Memo Lease App 2823 Brisbie 2024.pdf; 2024 Lease Map - 63-3362.pdf; 2024 Lease Map - 63-10383.pdf; 2024 Lease Map - 63-11347.pdf; 2024 Lease Map - 63-34795.pdf; 2024 Lease Map - all rights.pdf

Good morning,

Please see the attached review documents for a lease/rental package for Brisbie, LLC and kindly respond with any questions or comments within 10 days.

Phill Hummer sent me this this morning: "I talked to Mike Lawarence and he said the transfer and rental are not the same. The rental will be for construction water and the transfer is for more permanent "production" water. They have a temporary approval but anticipate the 5 af will run out soon if not already and they are currently using water for construction so they would like the rental to move forward."

Thank you,

Mackenzie Kienholz
Water Supply Bank Specialist



Planning & Projects

Mackenzie.kienholz@idwr.idaho.gov

Phone: (208) 287-4822

MEMORANDUM FOR AGREEMENT #816

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

From: Mackenzie Kienholz

Date: 1/10/2024

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

PURPOSE/NARRATIVE: Rental application #2824 was submitted by Terry Scanlan (HDR, Inc.) on behalf of Brisbie, LLC and was received by the Department on 11/13/2023. The rental application was submitted with a companion lease application for 389.4 acres from water rights 63-3362, 63-10383, 63-11347, and 63-3795, owned by Brisbie, LLC. The rental proposes a change in nature of use from irrigation to industrial use. This rental is essentially a continuation of previous rental agreement #744 (2023).

Transfer application #87042 was submitted on October 6, 2022 to permanently change the PODs/POU and correct a previous combined limit miscalculation for these rights, but at the time of this review the transfer has not been approved. The transfer application was protested by the City of Boise claiming a lack of "sufficient information to determine whether it meets the requirements of Idaho Code 42-222(1)." The requirements of 42-222(1) has been and will be evaluated through reviews for previous and current rental applications.

AUTHORITY TO FILE: The water rights offered for lease/rental are all solely owned by Brisbie, LLC. The rental application was signed by Kathy Rushmore, however the only agent listed on Brisbie, LLC's most recent IDSOS annual filing (8/24/2023) is Raj Singh and no additional document was submitted with the application extending authority to sign. Upon request by review staff, a document signed by Raj Singh was submitted giving Kathy Rushmore to sign on behalf of Brisbie, LLC. The northern portion of the rental POU is owned by Brisbie, LLC, however about 164.5 acres that make up the southern portion of the POU are owned by GC Kuna Land, LC. A temporary construction easement agreement between Brisbie, LLC and GC Kuna Land, LC was included with the application along with an extension of said agreement through March 31, 2024. The proposed rental PODs are all either on land owned by Brisbie, LLC or are the original PODs for the requested water rights. No concerns with authority to file.

WATER RIGHT VALIDITY: Water right validity was evaluated as part of the lease application review and found no concerns.

INJURY TO OTHER WATER RIGHTS: This rental application proposes a change in nature of use from irrigation to industrial use. With the proposed change in nature of use, an extension of the season of use to 1/1-12/31 from the irrigation seasons of use listed below. It is currently acceptable to extend the season of use for groundwater and is not anticipated to cause injury to other water rights. Other water rights in the surrounding area have beneficial uses of irrigation, industrial, municipal, stockwater, and domestic. There are several rights in this area that have been or will be converted from irrigation to industrial use. The review for rental agreement #744 notes that this rental will increase the use of groundwater in November-March, that it appears that this is a common trend in this specific area, and that this also suggests that there is less irrigation, and thus less incidental recharge, occurring in April-October.

Water Right	Season of Use	Water Right	Season of Use
63-3362	4/1 – 10/31	63-11347	3/15 – 11/15
63-10383	3/15 – 11/15	63-34795	3/15 – 11/15

ENLARGEMENT OF USE: This rental requests a change in nature of use (CNOU) from irrigation to industrial use. The historic crop for this location is corn. Data from ETIdaho (University of Idaho Kimberly Research and Extension Center) was used to determine historic consumptive use for the 389.4 acres. Evapotranspiration data for field corn, silage corn, late plant sweet corn, and early plant sweet corn at the Kuna station was evaluated. Field corn had the highest calculated historic consumptive use at 2.3 acre-feet/acre (versus 1.9 af/acre for silage corn, and 1.6 af/acre for both sweet corn data sets). Transfer Processing Memo No. 24 includes information about changing the nature of use and states "The highest-year historic consumptive use (i.e. highest-use crop rotation using a climatic average for crop water use estimates)...will be the basis for the annual volume of consumptive use available for transfer." Therefore, 2.3 af/acre will be used as the basis for the volume available for this rental.

Amounts Rented (rounded to appropriate significant figures)

Right	Use	Rate (cfs)	Volume (af)	Acres	cfs/acre	af/acre
63-3362	Irrigation	2.04	639	142	0.014	4.5
63-11347	Irrigation	0.54	136	30.2	0.018	4.5
63-34795	Irrigation	1.15	284	63	0.018	4.5
63-10383	Irrigation	2.3	519	115.3	0.020	4.5
Combined Limit		2.71	1580	350.5	0.008	4.5

Amounts Authorized for Use (after CNOU, rounded to appropriate significant figures)

Right	Use	Rate (cfs)	Volume (af)
63-3362	Industrial	2.04	327
63-11347	Industrial	0.54	69.5
63-34795	Industrial	1.15	145
63-10383	Industrial	2.3	265
Combined Limit		2.71	806

As previously mentioned, with the change in nature of use there will be a change to the season of use. This will likely increase the use of groundwater from November-March and decrease groundwater use from April-October. However, the annual volume limit will remain the same and is not expected to cause enlargement of the water rights.

LOCAL PUBLIC INTEREST: As previously stated, transfer application #87042 was protested by the City of Boise claiming a lack of "sufficient information to determine whether it meets the requirements of Idaho Code 42-222(1)." The requirements of 42-222(1) has been evaluated through reviews for previous and current rental applications. All criteria for consideration under statute and as required per the Water Supply Bank Rules, IDAPA 37.02.03 have been included, considered, and met within this review memo for the rental of rights 63-3362, 63-10383, 63-11347, and 63-34795 for one year for construction/industrial purposes. Review staff has no information to suggest this application is inconsistent with the local public interest.

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

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The location for the rental PODs is not subject to a water district. A request for comments was sent to the IDWR Western Regional Office on 1/10/2024.



RECEIVED

DEC 04 2023

1601 Willow Road
Menlo Park, CA 94025
USA

Department of Water Resources

ATTESTATION

The undersigned, Raj Singh, does hereby certify on behalf of Brisbie LLC (the "Company"), that he is the duly elected and acting Manager and Secretary of the Company and that:

1. The Company is a wholly owned subsidiary of Meta Platforms, Inc.
2. Raj Singh is authorized to act on behalf of the Company, and to sign and bind the Company to contractual obligations as of the date of this attestation.
3. Kathy Rushmore has been duly appointed with a power of attorney for the Company;
4. Kathy Rushmore is authorized to act on behalf of the Company, and to sign on or after May 31, 2022 and bind the Company to contractual obligations.

IN WITNESS WHEREOF, the undersigned has executed this attestation on this day
Nov 30, 2023

By:

Raj Singh

Manager and Secretary



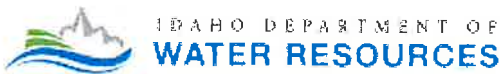
Kienholz, Mackenzie

From: Kienholz, Mackenzie
Sent: Monday, December 4, 2023 10:58 AM
To: Michael P. Lawrence; tscanlan@hdrinc.com
Subject: RE: Information Needed - Water Supply Bank Applications for Brisbie LLC [GP-DMS.014808.0002.FID647266]

Thank you, Mike. I will add this to the application file and note that it is ready for review. All applications received before November 1st receive priority for review. All applications received after November 1st are processed in the order that a complete version of the application is received, after all November 1st priority applications have been reviewed.

Best,

Mackenzie Kienholz
Water Supply Bank Specialist



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

From: Michael P. Lawrence <mpl@givenspursley.com>
Sent: Monday, December 4, 2023 10:27 AM
To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>; tscanlan@hdrinc.com
Subject: RE: Information Needed - Water Supply Bank Applications for Brisbie LLC [GP-DMS.014808.0002.FID647266]

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.

Mackenzie,

Please find the attached attestation signed by Raj Singh stating that Kathy Rushmore has authority to sign for Brisbie.

Please let me know if you need anything else. Your prompt approval of the applications would be very appreciated, and should not be difficult since Brisbie is asking for the same authorizations that were approved for 2023.

Thanks,
Mike

MICHAEL P. LAWRENCE
GIVENS PURSLEY LLP

601 West Bannock Street, Boise, ID 83
main 208-388-1200
direct 208-388-1294
fax 208-388-1300
mpl@givenspursley.com
www.givenspursley.com

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From: Michael P. Lawrence

Sent: Thursday, November 16, 2023 8:59 AM

To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>; tscanlan@hdrinc.com

Subject: RE: Information Needed - Water Supply Bank Applications for Brisbie LLC [GP-DMS.014808.0002.FID647266]

Thanks Mackenzie. I'll work on getting you the information asap.

MICHAEL P. LAWRENCE

GIVENS PURSLEY LLP

601 West Bannock Street, Boise, ID 83702
main 208-388-1200
direct 208-388-1294
fax 208-388-1300
mpl@givenspursley.com
www.givenspursley.com

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From: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>

Sent: Thursday, November 16, 2023 8:38 AM

To: tscanlan@hdrinc.com; Michael P. Lawrence <mpl@givenspursley.com>

Subject: Information Needed - Water Supply Bank Applications for Brisbie LLC

EXTERNAL

Good morning, Mike and Terry,

I have completed the initial intake for Brisbie, LLC's Water Supply Bank lease and rental applications. Everything appears to be in order except for the authority to sign. The applications were signed by Kathy Rushmore, who signed the applications last year. However, last year documentation was submitted granting Ms. Rushmore authority to sign from Katherine Kelly, who was listed as president on the IDSOS annual filing from 7/20/2022. On the most recent IDSOS filing, filed on 8/24/2023, Raj Singh (manager) is the only authorized member listed. Please provide evidence that Kathy Rushmore is authorized to sign on behalf of Brisbie, LLC or submit a new signature page within **30 days** or the applications may be returned. If you have any questions, please feel free to call or email me.

Thank you,

Mackenzie Kienholz
Water Supply Bank Specialist



Planning & Projects

Mackenzie.kienholz@idwr.idaho.gov

Phone: (208) 287-4822



RECEIVED
NOV 13 2023
DEPARTMENT OF
WATER RESOURCES

November 10, 2023

Mary Condon
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: Brisbee LLC Lease Applications 63-3362, 63-10383, 63-11347 & 63-34795
Brisbee LLC Rental Application

Dear Mary,

Enclosed on behalf of Brisbee LLC is a lease/rental application package that will allow continued use of ground water for construction/industrial purposes while pending transfer application #87042 is processed by IDWR. These uses are currently authorized under lease contract 1684 and rental agreement 744 that will expire 12/31/2023. Applicant is requesting continued use through 12/31/2024. The \$500 filing fee for the four lease applications is being paid with an HDR credit card upon submittal.

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

Sincerely,

HDR Engineering, Inc.

Lori Graves

Lori Graves
Sr. Water Rights Specialist

Cc: Mike Lawrence

Enclosers: WB lease applications (4), WB rental application

Project: 10335722

hdrinc.com

HDR, 412 E Parkcenter Blvd, Suite 100, Boise, ID 83706
(208) 387-7000

2823 + 2824