

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 894

This is to certify that:

HERITAGE FARMS LLC
2043 E CENTER ST
POCATELLO, ID 83201-3300

RECEIVED

JAN 30 2025

DEPARTMENT OF
WATER RESOURCES

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)
29-14015	2/28/1977	GROUND WATER	0.18	42.9	12.3	0.015	3.49
Rental Totals			0.18	42.9	12.3	0.015	3.49

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2025. 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 - 2025: \$123.00 annually

The full fee for the rental of the above-described right(s) is \$123.00 per year for years 2024 - 2025. The rental fee includes an administrative fee of \$123.00 per year for years 2024 - 2025. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 29-14015.

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

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	0.18	36.0	9.0	0.02	4.00
Combined Total	0.18	36.0	9.0	0.02	4.00

* The authorized water usage reflects a reduction from the water right elements rented, to account for the standard rate/acre and volume/acre at the rental location.

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 894

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:

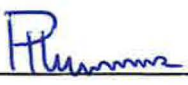
 1/27/25
Signature of Renter Date

Thayne Driscoll Owner
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 2/25/25
BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Rental approved by IDWR  Date 2/25/25

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 894

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NWSW Sec. 14, Twp 07S, Rge 29E, POWER County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
0.18 CFS

VOLUME
36.0 AF

SEASON OF USE

Water Right No. **From** **To**
29-14015 4/1 10/31

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	
07S	29E	15													3.7	2.9	2.4		9.0

Total Acres: 9.0

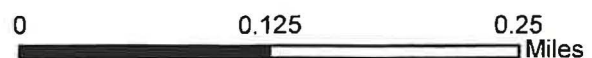
RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

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.
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 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. Use of water under this agreement will 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. 120.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 894

12. Prior to December 31 of each year, the Board may review this rental agreement to determine whether it is consistent with the management plan that may be approved for the Eastern Snake Plain Aquifer Ground Water Management Area ("ESPA GWMA Plan") pursuant to Idaho Code § 42-233b. The Board may cancel this rental agreement if the Board determines it is not consistent with the ESPA GWMA plan. If this rental agreement is canceled, the cancellation shall not take effect until December 31 of the year in which the rental agreement is canceled.
13. Agreement 894, Right 35-07836, and Right 35-08605A when combined shall not exceed a total diversion rate of 7.86 cfs.
14. Prior to diversion and use of water under Agreement 894, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.



STATE OF IDAHO
WATER RESOURCE BOARD

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

RECEIVED

JUN 24 2024

DEPT. OF WATER RESOURCES

Applicant Name: Heritage Farms, LLC

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

Yes ☒ No ☐

If yes, specify companion water rights in Section 4

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

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

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

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

MINIMUM REQUIREMENT CHECKLIST

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

Yes



Completed *Application to Rent Water from the Board's Water Supply Bank*



Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

2



A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request

3A



Detailed information on a proposed use of rental water

3F



Authorization from the owner/operator of the rental point(s) of diversion

3H



Water modeling to account for the impacts of the rental request

3J



Documents justifying a rate of flow greater than 0.02 cfs/acre

3K



Authorization from the owner/operator of the property at the proposed rental place(s) of use

4B



Explanation of how the rental water will sufficiently accomplish your rental purposes

4C



Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)

29-14015

3000

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Heritage Farms, LLC

Mailing Address 2043 E. Center Street Pocatello Idaho 83201
Street City State Zip Code
 Email Address dirk.driscoll@driscollbros.com Phone Number 208-226-5235

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 Thomas J. Budge Professional Title Attorney
 Organization Racine Olson Relationship to Applicant Attorney
 Mailing Address P.O. Box 1391, Pocatello, Idaho 83204-1391
 Email Address tj@racineolson.com Phone Number 208-232-6101

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**:

Irrigation of pivot corners

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

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
0.19 CFS	18.4 AF	0.19 CFS	18.4 AF	9.2 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?	
04/01/2024	04/01/2024	☐ 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):
Existing groundwater well and mainline to center pivot under water right no. 35-8605A.

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

POD Description	Water Source	Other Water Rights Diverted from this POD
Well	Groundwater	35-8605A

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 9.2 (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 right no. 35-8605A.

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)
29-14015	Irrigation	2.02	481.4	137.9		0.19	18.4	9.2
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL	0.18	18.4	9.2
						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:

Water rented for 2017 and 2108 under WSB Rental Agreement No. 163, and rented for 2020-2023 under WSB Rental Agreement 424. Applicant was unable to secure a permanent water right during the prior rental but intends to acquire a permanent right.

- 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 ☒

- 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.

The prior rental was submitted in response to a NOV. See attached letter dated January 27, 2017 (E2017-1109).

- 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

Signature of Representative

Thomas J. Budge

Printed Name of Representative

6/21/2024

Date

Mail to:

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

SPECIAL POWER OF ATTORNEY FOR WATER RIGHTS

Heritage Farms, LLC, an Idaho limited liability company (the "Company"), hereby appoints the law firm of Racine Olson, PLLP, 201 E. Center Street, P.O. Box 1391, Pocatello, Idaho 83204 (the "Firm"), its true and lawful attorney for the purpose of dealing with the Idaho Department of Water Resources relative to the management and transaction of water rights. The Company allows the Firm to receive all information, opinions, and records regarding its water rights, and to sign and submit applications and other filings on its behalf. This Power of Attorney shall be in effect until the earlier to occur of (a) five years after the date of execution, or (b) the Company revokes this Power of Attorney in writing.

DATED this 18 day of November, 2022.

Heritage Farms, LLC, an Idaho limited liability company

By: *Dirk Driscoll*
Dirk Driscoll, Chief Executive Officer

STATE OF IDAHO)
 : ss.
County of Bannock)

This record was acknowledged before me on this 18 day of November, 2022, by Dirk Driscoll as Chief Executive Officer of Heritage Farms, LLC, an Idaho limited liability company.



Carrie L. Castillo
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 5/1/2025

Heritage Farms, LLC - WSB Rental - 9.2 Acres - (Field 58)



Field 58
WSB Rental - WR 29-14015
ESPA Modeling Analysis Results

Enter First Time Step of Transfer: SPR 2022												
Match	140			Match	456							
	ArR	Hs	SdBS	NSIN	NIM	DWS	ENTS	TS	TS-M	M	MS	Total
Preexisting Effects @ SS (Last Time Step)	0.14	0.24	1.28	6.60	0.34	0.20	0.16	0.07	0.07	0.08	0.01	9.19
Steady State - Value of Dep. @ Last Time Step	0.14	0.24	1.28	6.60	0.34	0.20	0.16	0.07	0.07	0.08	0.01	9.19
Preexisting Effects @ Transient State (Max Value Time Step)	0.14	0.24	1.28	6.60	0.34	0.20	0.16	0.07	0.07	0.08	0.01	9.19
Transient State - Max Value of Dep. After Transfer	0.14	0.24	1.28	6.63	0.35	0.21	0.17	0.08	0.07	0.08	0.01	9.25
Steady State Change	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Transient State Change	0.00	0.00	0.00	0.03	0.01	0.01	0.01	0.00	0.00	0.00	0.00	
Mitigation Analysis Period												
Annual												

One-Way Analysis of Independent Transfers

New Water Right (QModel):

WR No.	Div.	Rate	Con.	Vol.	No. of Tr.	Priority	POD	Dedicated Vol.	Model
(CFS)	(AF/A)				Acres	Date	Location	AF/AI AFT	
Transfer 1: Proposed Steady State Impacts following Transfer									
777	777	275.6	68.9	1/1/1900	85266-3	275.6	91.9	SP052075	
777	777	275.6	68.9	1/1/1900	85266-3	275.6	91.9	SP060006	
Transfer 1: Worst Case Transient State Impacts following Transfer									
777	777	275.6	68.9	1/1/1900	85266-3	275.6	91.9	SP052075	
777	777	275.6	68.9	1/1/1900	85266-3	275.6	91.9	SP060006	

Impact by Reach (AF/Acres)

Action to	Reise to	Shelley to	Nr Black To	Neeley to	Dev. Wbl. To	Built to	Kopr to	Kopr to	Maled to	Maled to
Rexburg	Shelley	Nr Black	Neeley	Minidoka	Built	Kopr	Kopr	Maled	Maled	Behovr
0.14	0.24	1.28	6.60	0.34	0.20	0.16	0.07	0.07	0.08	0.01
0.14	0.24	1.28	6.60	0.34	0.20	0.16	0.07	0.07	0.08	0.01
0.14	0.24	1.28	6.60	0.34	0.20	0.16	0.07	0.07	0.08	0.01
0.14	0.24	1.28	6.63	0.35	0.21	0.17	0.08	0.07	0.08	0.01

Steady State Analysis

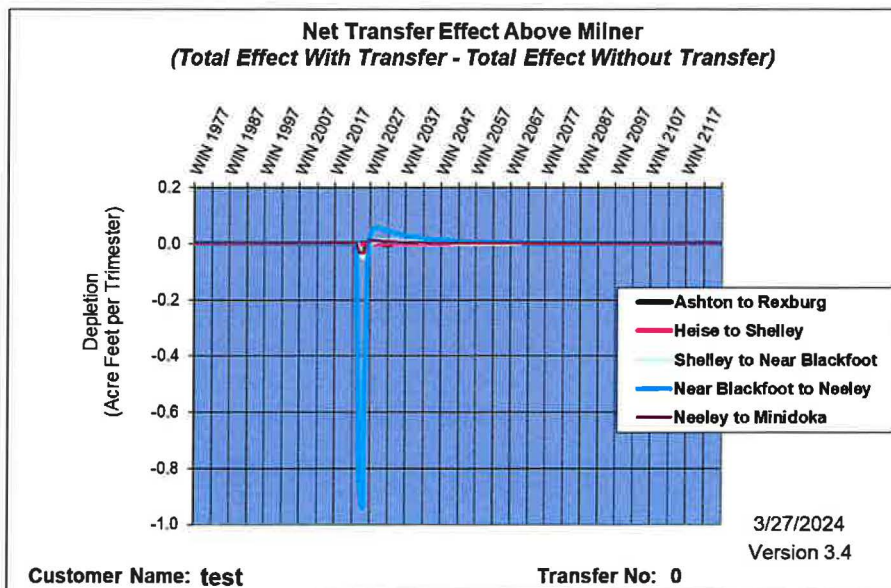
Mitigation Check 1 - >10% of Historical	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2 - > 8 AF/A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - > 10% of Total	1.6%	2.6%	13.9%	71.8%	3.7%	2.2%	1.7%	0.8%	0.7%	0.1%
Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

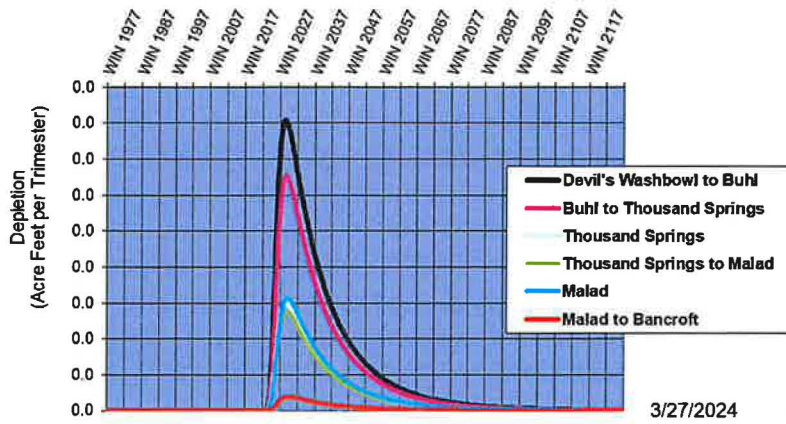
Mitigation Check 1 - >10% of Historical	0.0%	0.0%	0.3%	0.4%	1.8%	4.4%	4.3%	4.3%	4.2%	3.1%
Mitigation Check 2 - > 8 AF/A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Read Use

Not Used



Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)



Customer Name: test

Transfer No: 0

ENHANCED GROUND-WATER MODEL

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH CENTER

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

YEAR

1977

SEASON

WINTER

TRANSFER NO:

0

TRANSFER NAME:

test

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	88	95	0	0
COLUMN	93	106	0	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 W
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER
WIN 1977	0.00	9.20	9.20	0.00
SPR 1978	0.00	9.20	9.20	0.00
SUM 1978	0.00	9.20	9.20	0.00
WIN 1978	0.00	9.20	9.20	0.00
SPR 1979	0.00	9.20	9.20	0.00
SUM 1979	0.00	9.20	9.20	0.00
WIN 1979	0.00	9.20	9.20	0.00
SPR 1980	0.00	9.20	9.20	0.00
SUM 1980	0.00	9.20	9.20	0.00
WIN 1980	0.00	9.20	9.20	0.00
SPR 1981	0.00	9.20	9.20	0.00
SUM 1981	0.00	9.20	9.20	0.00
WIN 1981	0.00	9.20	9.20	0.00
SPR 1982	0.00	9.20	9.20	0.00
SUM 1982	0.00	9.20	9.20	0.00
WIN 1982	0.00	9.20	9.20	0.00
SPR 1983	0.00	9.20	9.20	0.00
SUM 1983	0.00	9.20	9.20	0.00
WIN 1983	0.00	9.20	9.20	0.00

SPR 2015	0.00	9.20	9.20	0.00
SUM 2015	0.00	9.20	9.20	0.00
WIN 2015	0.00	9.20	9.20	0.00
SPR 2016	0.00	9.20	9.20	0.00
SUM 2016	0.00	9.20	9.20	0.00
WIN 2016	0.00	9.20	9.20	0.00
SPR 2017	0.00	9.20	9.20	0.00
SUM 2017	0.00	9.20	9.20	0.00
WIN 2017	0.00	9.20	9.20	0.00
SPR 2018	0.00	9.20	9.20	0.00
SUM 2018	0.00	9.20	9.20	0.00
WIN 2018	0.00	9.20	9.20	0.00
SPR 2019	0.00	9.20	9.20	0.00
SUM 2019	0.00	9.20	9.20	0.00
WIN 2019	0.00	9.20	9.20	0.00
SPR 2020	0.00	9.20	9.20	0.00
SUM 2020	0.00	9.20	9.20	0.00
WIN 2020	0.00	9.20	9.20	0.00
SPR 2021	0.00	9.20	9.20	0.00
SUM 2021	0.00	9.20	9.20	0.00
WIN 2021	0.00	9.20	9.20	0.00
SPR 2022	0.00	9.20	9.20	0.00
SUM 2022	0.00	9.20	9.20	0.00
WIN 2022	0.00	9.20	9.20	0.00
SPR 2023	0.00	9.20	9.20	0.00
SUM 2023	0.00	9.20	9.20	0.00
WIN 2023	0.00	9.20	9.20	0.00
SPR 2024	9.20	0.00	9.20	0.00
SUM 2024	9.20	0.00	9.20	0.00
WIN 2024	9.20	0.00	9.20	0.00
SPR 2025	9.20	0.00	9.20	0.00
SUM 2025	9.20	0.00	9.20	0.00
WIN 2025	9.20	0.00	9.20	0.00
SPR 2026	0.00	9.20	9.20	0.00
SUM 2026	0.00	9.20	9.20	0.00
WIN 2026	0.00	9.20	9.20	0.00
SPR 2027	0.00	9.20	9.20	0.00
SUM 2027	0.00	9.20	9.20	0.00
WIN 2027	0.00	9.20	9.20	0.00
SPR 2028	0.00	9.20	9.20	0.00
SUM 2028	0.00	9.20	9.20	0.00
WIN 2028	0.00	9.20	9.20	0.00
SPR 2029	0.00	9.20	9.20	0.00
SUM 2029	0.00	9.20	9.20	0.00
WIN 2029	0.00	9.20	9.20	0.00
SPR 2030	0.00	9.20	9.20	0.00
SUM 2030	0.00	9.20	9.20	0.00
WIN 2030	0.00	9.20	9.20	0.00
SPR 2031	0.00	9.20	9.20	0.00

SPR 2113	0.00	9.20	9.20	0.00
SUM 2113	0.00	9.20	9.20	0.00
WIN 2113	0.00	9.20	9.20	0.00
SPR 2114	0.00	9.20	9.20	0.00
SUM 2114	0.00	9.20	9.20	0.00
WIN 2114	0.00	9.20	9.20	0.00
SPR 2115	0.00	9.20	9.20	0.00
SUM 2115	0.00	9.20	9.20	0.00
WIN 2115	0.00	9.20	9.20	0.00
SPR 2116	0.00	9.20	9.20	0.00
SUM 2116	0.00	9.20	9.20	0.00
WIN 2116	0.00	9.20	9.20	0.00
SPR 2117	0.00	9.20	9.20	0.00
SUM 2117	0.00	9.20	9.20	0.00
WIN 2117	0.00	9.20	9.20	0.00
SPR 2118	0.00	9.20	9.20	0.00
SUM 2118	0.00	9.20	9.20	0.00
WIN 2118	0.00	9.20	9.20	0.00
SPR 2119	0.00	9.20	9.20	0.00
SUM 2119	0.00	9.20	9.20	0.00
WIN 2119	0.00	9.20	9.20	0.00
SPR 2120	0.00	9.20	9.20	0.00
SUM 2120	0.00	9.20	9.20	0.00
WIN 2120	0.00	9.20	9.20	0.00
SPR 2121	0.00	9.20	9.20	0.00
SUM 2121	0.00	9.20	9.20	0.00
WIN 2121	0.00	9.20	9.20	0.00
SPR 2122	0.00	9.20	9.20	0.00
SUM 2122	0.00	9.20	9.20	0.00
WIN 2122	0.00	9.20	9.20	0.00
SPR 2123	0.00	9.20	9.20	0.00
SUM 2123	0.00	9.20	9.20	0.00
WIN 2123	0.00	9.20	9.20	0.00
SPR 2124	0.00	9.20	9.20	0.00
SUM 2124	0.00	9.20	9.20	0.00
WIN 2124	0.00	9.20	9.20	0.00
SPR 2125	0.00	9.20	9.20	0.00
SUM 2125	0.00	9.20	9.20	0.00
WIN 2125	0.00	9.20	9.20	0.00
SPR 2126	0.00	9.20	9.20	0.00
SUM 2126	0.00	9.20	9.20	0.00
WIN 2126	0.00	9.20	9.20	0.00
SPR 2127	0.00	9.20	9.20	0.00
SUM 2127	0.00	9.20	9.20	0.00

WATER RIGHT LEASE

This Water Right Lease ("Lease") is entered into between Conrad & Adriane Isaak, 3202 Hedstrom Lane, American Falls, Idaho 83211 ("Lessor") and Heritage Farms, LLC, an Idaho limited liability company ("Lessee"). Lessor and Lessee are referred to herein individually as a "party" and collectively as the "parties."

1. Leased Property. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, Idaho water right no. 29-14015 (the "Water Right") as described in Appendix A hereto.

2. Term. This Lease shall be for a term of two irrigation seasons, commencing April 1, 2024, and ending November 1, 2025 ("Lease Term").

3. Rent. Lessee shall pay annual rent in the amount of \$ 13,800, which is based on a price of \$ 100 per acre of water (\$ 100 /acre x 137.9 acres = \$ 13,800). Rent shall be paid on or before Feb. 15, 31 ("Rent Due Date"). Rent paid under this Lease shall constitute all rent due under applications Lessee files with the Idaho Water Supply Bank (the "Bank") under section 5 of this Lease.

4. Non-Use by Lessor. Lessor will not use the Water Right during the Lease Term.

5. Water Supply Bank. The Water Right are appurtenant to property owned by Lessor. Lessee desires to use the Water Right on property owned by Lessee. Lessee shall at its expense prepare, submit, and seek approval of applications to lease the Water Right to, and rent the Water Right from, the Bank during the Lease Term. Lessor will cooperate with this process and timely execute any documents needed to obtain approval of the applications. Lessee will provide Lessor with copies of all applications and other documents submitted to, and all correspondence with and decisions of, the Bank regarding Lessee's rental or use of the Water Right. Lessor makes no representation or warranty that the Bank will approve the applications. Lessee assumes all risk that the Bank may deny an application or require Lessee to forfeit use of a portion of the Water Right for mitigation purposes as a condition of approval. If the Bank denies an application or requires Lessee to forfeit a portion of the Water Right for mitigation purposes, Lessee may sublease the Water Right; provided, that Lessee shall remain solely responsible to pay Rent to Lessor.

6. Lessor Warranties and Representations. Lessor warrants and represents to Lessee that (a) Lessor is the lawful owner of the Water Right; (b) the Water Right has not been abandoned, or forfeited, in whole or in part; (c) nothing precludes Lessor from entering into this Lease; and (d) Lessor has no knowledge of any reason why Lessee may not use the Water Right for the purposes contemplated by this Lease.

7. Indemnification of Lessor. Lessee agrees to indemnify and hold harmless Lessor from any and all claims and demands, including legal attorney fees and costs, which may arise directly or indirectly as a result of the transfer or use of the Water Right by Lessee pursuant to this Lease.

8. Breach. If either party breaches this Lease and such defaults are not cured within 30 days after receipt of written notice thereof, the non-breaching party, at their option, may elect to terminate this Lease and recover any damages or pursue any other remedy available under Idaho law by reason of such breach.

9. Assignment. This Agreement may be assigned by Lessor but may not be assigned by Lessee without the express written consent of Lessor.

10. Attorney Fees. In the event either party brings an action to enforce this Lease, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

11. Binding Effect. This Lease shall be binding upon the parties and their respective heirs, successors and assigns

12. Notices. Any notice required to be given hereunder by either party to the other shall be given by personal delivery or in writing by email, text message, or registered or certified mail, postage prepaid, return receipt requested. Notices sent by email or text message shall be deemed delivered when the intended recipient acknowledges receipt thereof. Notices sent by mail shall be deemed delivered three (3) days after the date of mailing.

13. No Third-Party Beneficiaries. This Lease is entered into by, and intended solely for the benefit of, Lessor and Lessee, and no other person or entity, public or private, shall have any right, title, interest or benefit in this Lease or the Water Right leased hereby.

LESSOR:

Conrad Isaak

Date: _____

Adriane Isaak

Date: _____

LESSEE:
HERITAGE FARMS, LLC

By: Dirk Driscoll

Date: JAN 29, 2024

Name: DIRK DRISCOLL

Title: PARTNER

Appendix A

Idaho water right no. 29-14015

Water Right Report : 29-14015(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	ISAAK, ADRIANE	3202 HEDSTROM LN	AMERICAN FALLS	ID	83211
Current Owner	ISAAK, CONRAD	3202 HEDSTROM LN	AMERICAN FALLS	ID	83211
Original Owner	JAHNKE, VIRGIL			ID	
Original Owner	WHITTIER, HAROLD	221 FORT HALL AVE	AMERICAN FALLS	ID	83211
Original Owner	CHRISTENSEN, NAOMI	C/O RENN CHRISTENSEN 909 E 1000 N	SHELLEY	ID	83274
Previous Owner	PBC FARMS	5061 CONSTITUTION	CHUBBUCK	ID	83202
Previous Owner	IRELAND BANK	33 BANNOCK ST	MALAD CITY	ID	83252-1240
Security Interest	IDAHO AGCREDIT FLCA	2883 HIGHWAY 39	AMERICAN FLS	ID	83211-5347

Water Right Status

Priority Date : 2/28/1977

Basis : Decreed

Status : Active

Water Source

Source Source Qualifier Tributary Tributary Qualifier

GROUND WATER

Points Of Diversion (Location)

Source Township Range Section Govt. Lot QQQ QQ Q County Diversion Type

GROUND WATER 07S 32E 8 0 SE NW POWER

Water Uses

Beneficial Use From To Diversion Rate Volume

IRRIGATION 04/01 10/31 2.02 CFS 481.40 AFA

TOTAL 2.02 CFS 481.40 CFS

Places of Use

Place of Use Legal Description : IRRIGATION (POWER county)

Township Range Section Lot QQQ QQ Q Acres

07S 32E 8 1 NW NE 9.9

07S 32E 8 2 SW NE 34

07S 32E 8 NE NW 9.8

07S 32E 8 NW NW 1.7

07S 32E 8 SW NW 40

07S 32E 8 SE NW 41

07S 32E 8 NE SW 0.5

07S 32E 8 NW SW 0.5

07S 32E 8 3 NW SE 0.5

Irrigation Totals

Total Acres Acre Limit

137.90

Conditions

Code Conditions

C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Idaho Code § 42-1412(6).

Water Supply Bank

Lease Type: Application

Lease Status: Ready for Review

Lease ID : 2874

Lease Start Date: 1/1/2024

Lease End Date: 12/31/2025

Beneficial Use Div Rate Leased Div Volume Leased Acre Limit Leased Total Acres Leased

Beneficial Use	Div Rate Leased	Div Volume Leased	Acre Limit Leased	Total Acres Leased
Irrigation	2.02	481.40		137.90

Dates

Licensed Date :

Decreed Date : 3/22/2004

Permit Proof Due Date :

Permit Proof Made Date :

Permit Approved Date :

Permit Moratorium Expiration Date :

Enlargement Use Priority Date :

Enlargement Statute Priority Date :

Application Received Date:

Protest Deadline Date:

Other Information

State or Federal : S

Water District Number : 120

Generic Max Rate Per Acre : 0.02

Generic Max Volume Per Acre : 4

Civil Case Number :

Decree Plaintiff :

Decree Defendant :

Swan Falls Trust or Nontrust :

Swan Falls Dismissed :

DLE Act Number :

Cary Act Number :

Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

1/13/2024

WATER RIGHT LEASE

This Water Right Lease ("Lease") is entered into between Conrad & Adriane Isaak, 3202 Hedstrom Lane, American Falls, Idaho 83211 ("Lessor") and Heritage Farms, LLC, an Idaho limited liability company ("Lessee"). Lessor and Lessee are referred to herein individually as a "party" and collectively as the "parties."

1. Leased Property. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, Idaho water right no. 29-14015 (the "Water Right") as described in Appendix A hereto.

2. Term. This Lease shall be for a term of two irrigation seasons, commencing April 1, 2024, and ending November 1, 2025 ("Lease Term").

3. Rent. Lessee shall pay annual rent in the amount of \$ 13,800, which is based on a price of \$ 100 per acre of water (\$ 100 /acre x 137.9 acres = \$ 13,800). Rent shall be paid on or before Feb. 15, 25 ("Rent Due Date"). Rent paid under this Lease shall constitute all rent due under applications Lessee files with the Idaho Water Supply Bank (the "Bank") under section 5 of this Lease.

4. Non-Use by Lessor. Lessor will not use the Water Right during the Lease Term.

5. Water Supply Bank. The Water Right are appurtenant to property owned by Lessor. Lessee desires to use the Water Right on property owned by Lessee. Lessee shall at its expense prepare, submit, and seek approval of applications to lease the Water Right to, and rent the Water Right from, the Bank during the Lease Term. Lessor will cooperate with this process and timely execute any documents needed to obtain approval of the applications. Lessee will provide Lessor with copies of all applications and other documents submitted to, and all correspondence with and decisions of, the Bank regarding Lessee's rental or use of the Water Right. Lessor makes no representation or warranty that the Bank will approve the applications. Lessee assumes all risk that the Bank may deny an application or require Lessee to forfeit use of a portion of the Water Right for mitigation purposes as a condition of approval. If the Bank denies an application or requires Lessee to forfeit a portion of the Water Right for mitigation purposes, Lessee may sublease the Water Right; provided, that Lessee shall remain solely responsible to pay Rent to Lessor.

6. Lessor Warranties and Representations. Lessor warrants and represents to Lessee that (a) Lessor is the lawful owner of the Water Right; (b) the Water Right has not been abandoned, or forfeited, in whole or in part; (c) nothing precludes Lessor from entering into this Lease; and (d) Lessor has no knowledge of any reason why Lessee may not use the Water Right for the purposes contemplated by this Lease.

7. Indemnification of Lessor. Lessee agrees to indemnify and hold harmless Lessor from any and all claims and demands, including legal attorney fees and costs, which may arise directly or indirectly as a result of the transfer or use of the Water Right by Lessee pursuant to this Lease.

8. Breach. If either party breaches this Lease and such defaults are not cured within 30 days after receipt of written notice thereof, the non-breaching party, at their option, may elect to terminate this Lease and recover any damages or pursue any other remedy available under Idaho law by reason of such breach.

9. Assignment. This Agreement may be assigned by Lessor but may not be assigned by Lessee without the express written consent of Lessor.

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13. No Third-Party Beneficiaries. This Lease is entered into by, and intended solely for the benefit of, Lessor and Lessee, and no other person or entity, public or private, shall have any right, title, interest or benefit in this Lease or the Water Right leased hereby.

LESSOR:

Conrad Isaak

Date: _____

Adriane Isaak

Date: _____

LESSEE:
HERITAGE FARMS, LLC

By: Dirk Driscoll

Date: JAN 29, 2024

Name: DIRK DRISCOLL

Title: PARTNER

Appendix A

Idaho water right no. 29-14015

Water Right Report : 29-14015(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	ISAAK, ADRIANE	3202 HEDSTROM LN	AMERICAN FALLS	ID	83211
Current Owner	ISAAK, CONRAD	3202 HEDSTROM LN	AMERICAN FALLS	ID	83211
Original Owner	JAHNKE, VIRGIL			ID	
Original Owner	WHITTIER, HAROLD	221 FORT HALL AVE	AMERICAN FALLS	ID	83211
Original Owner	CHRISTENSEN, NAOMI	C/O RENN CHRISTENSEN 909 E 1000 N	SHELLEY	ID	83274
Previous Owner	PBC FARMS	5061 CONSTITUTION	CHUBBUCK	ID	83202
Previous Owner	IRELAND BANK	33 BANNOCK ST	MALAD CITY	ID	83252-1240
Security Interest	IDAHO AGCREDIT FLCA	2883 HIGHWAY 39	AMERICAN FLS	ID	83211-5347

Water Right Status

Priority Date : 2/28/1977

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	07S	32E	8	0				SE NW	POWER

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	2.02 CFS	481.40 AFA
TOTAL			2.02 CFS	481.40 CFS

Places of Use

Place of Use Legal Description : IRRIGATION (POWER county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
07S	32E	8	1		NW	NE	9.9
07S	32E	8	2		SW	NE	34
07S	32E	8			NE	NW	9.8
07S	32E	8			NW	NW	1.7
07S	32E	8			SW	NW	40
07S	32E	8			SE	NW	41
07S	32E	8			NE	SW	0.5
07S	32E	8			NW	SW	0.5
07S	32E	8	3		NW	SE	0.5

Irrigation Totals

Total Acres Acre Limit
137.90

Conditions

Code Conditions

C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Idaho Code § 42-1412(6).

Water Supply Bank

Lease Type: Application

Lease Status: Ready for Review

Lease ID : 2874

Lease Start Date: 1/1/2024

Lease End Date: 12/31/2025

Beneficial Use	Div Rate Leased	Div Volume Leased	Acre Limit Leased	Total Acres Leased
Irrigation	2.02	481.40		137.90

Dates

Licensed Date :

Decreed Date : 3/22/2004

Permit Proof Due Date :

Permit Proof Made Date :

Permit Approved Date :

Permit Moratorium Expiration Date :

Enlargement Use Priority Date :

Enlargement Statute Priority Date :

Application Received Date:

Protest Deadline Date:

Other Information

State or Federal : S

Water District Number : 120

Generic Max Rate Per Acre : 0.02

Generic Max Volume Per Acre : 4

Civil Case Number :

Decree Plaintiff :

Decree Defendant :

Swan Falls Trust or Nontrust :

Swan Falls Dismissed :

DLE Act Number :

Cary Act Number :

Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

1/13/2024

Mansfield, Debra

From: Mansfield, Debra
Sent: Friday, April 4, 2025 4:45 PM
To: TJ Budge; Cefalo, James; Jordan, Blake; americanfalls.aberdeen.gwd@gmail.com
Cc: Bank
Subject: Executed WSB Rental Agreements 894, 895, 896 & 897
Attachments: Executed WSB Rental Agreements 894, 895, 896 & 897.pdf

Hello all,

Please see the attached copies of executed WSB Rental agreements 894, 895, 896 & 897.

These Rental Agreements and cover letter were mailed out to the customer on March 06, 2025, however I was unable to locate my correspondence to all of you fine folks. I apologize for the delay of this email.

If you have any questions regarding these rentals, please contact the WSB at (208)287-4800 or reply to this email.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov



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

March 06, 2025

HERITAGE FARMS LLC
ALKALI FLATS LLC
DRISCOLL III LTD PARTNERSHIP
2043 E CENTER ST
POCATELLO ID 83201-3300

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-14015, AGREEMENTS 894, 895, 896, 897**

Dear Renter:

Please find five enclosed receipts totaling in the amount of **\$2,408.00** and four copies of fully executed Water Supply Bank Rental Agreements in connection with the rental of 420.3 acre-feet of water for irrigation of 120.4 acres during 2024 & 2025. 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.

The rental fee will be retained by the Department to offset administrative costs since you have a private agreement with the owner of the rights.

Sincerely,

Debra Mansfield

for

Water Supply Bank

Enclosures: Receipt Nos.C119996, C119997, C119998, C119999, C1202023
Rental Agreement (four copies)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office
Representative
Water District 120



RECEIVED

FEB 24 2025

DEPT. OF WATER RESOURCES

February 20, 2025

Idaho Water Supply Bank
c/o Phill Hummer, Section Manager, IDWR
P.O. Box 83720
Boise, Idaho 83720-0098

Re: WSB Rental Agreements 894, 895, 896, & 897

Dear Mr. Hummer,

Enclosed please find a check in the amount of \$1,355.84 in payment of the remaining fees to be paid on these agreements.

If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tessa Sparrow', is written over the word 'Sincerely,'.

TESSA SPARROW
Paralegal to
T. J. BUDGE

RECEIVED

FEB 24 2025

DEPT. OF WATER RESOURCES

		Admin Fee @ \$10/acre					
Rental agreement	Acres rented	2024	2025	Amount paid		Amount due 2024	Amount Due 2024 + 2025
894	12.30	\$ 123.00	\$ 123.00	\$ 123.00	C119999	\$ -	\$ 123.00
895	31.00	\$ 310.00	\$ 310.00	\$ 310.00	C119998	\$ -	\$ 310.00
896	40.30	\$ 403.00	\$ 403.00	\$ 323.61	C119996	\$ 79.39	\$ 482.39
897	36.80	\$ 368.00	\$ 368.00	\$ 295.55	C119997	\$ 72.45	\$ 440.45
total	120.40	\$ 1,204.00	\$ 1,204.00	\$ 1,052.16	total	\$ 151.84	\$ 1,355.84

The table shows that we received the correct fee for rental 894 and 896 for 2024. The remaining fees paid can be applied to some of the required amounts in 2024 but there is still a balance of 151.84\$ for 2024. Before the agreements can be executed we need the remaining **\$1,355.84**. Please send the remaining fees as soon as possible.

Hummer, Phill

From: Dirk Driscoll <dirk.driscoll@driscollbros.com>
Sent: Wednesday, February 19, 2025 11:37 AM
To: Hummer, Phill
Subject: Re: Fees for WSB Rental 894, 895, 896, & 897

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.

Sounds fine. I agree
Sent from my iPhone

On Feb 19, 2025, at 11:36 AM, Dirk Driscoll <dirk.driscoll@driscollbros.com> wrote:

Sent from my iPhone

On Feb 19, 2025, at 9:48 AM, Hummer, Phill <Phill.Hummer@idwr.idaho.gov> wrote:

You don't often get email from phill.hummer@idwr.idaho.gov. [Learn why this is important](#)

Mr. Driscoll,

When your rental agreements were mailed for signature the required fees were not correct because we failed to recognize the agreement for 10\$ per acre on two of the rental agreements. The following table shows the correct calculations:

		Admin Fee @ \$10/acre				
Rental agreement	Acres rented	2024	2025	Amount paid		Arr
894	12.30	\$ 123.00	\$ 123.00	\$ 123.00	C119999	\$
895	31.00	\$ 310.00	\$ 310.00	\$ 310.00	C119998	\$
896	40.30	\$ 403.00	\$ 403.00	\$ 323.61	C119996	\$
897	36.80	\$ 368.00	\$ 368.00	\$ 295.55	C119997	\$
total	120.40	\$ 1,204.00	\$ 1,204.00	\$ 1,052.16	total	\$

The table shows that we received the correct fee for rental 894 and 896 for 2024. The remaining fees paid can be applied to some of the required amounts in 2024 but there is still a balance of 151.84\$ for 2024. Before the agreements can be executed

we need the remaining **\$1,355.84**. Please send the remaining fees as soon as possible.

If you agree, I will replace the appropriate pages on each rental to show the correct fees when the agreements are final and mailed out or if you prefer I can send correct agreements for your signature. I apologize for the mistake and any confusion it caused.

Phill Hummer
Section Manager, IDWR
State Office
322 Front St
Boise, ID 83720



RECEIVED

JAN 30 2025

DEPARTMENT OF
WATER RESOURCES

January 28, 2025

Water Supply Bank
c/o Tiffany Bradford
Idaho Department of Water Resources
P.O. Box 83720
Boise, Idaho 83720-0098

**Re: WSB Application to Rent Water Rights Nos. 29-14015 Agreement Nos. 894, 895,
896, 897**

To Whom It May Concern,

Enclosed please find for filing the original Water Supply Bank Rental Agreement Nos. 894, 895, 896, 897, together with checks in amount of \$323.61, \$323.61, \$295.55, and \$123.00 for the filing fee.

Thank you for your assistance. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'T. J. Budge'.

T. J. BUDGE



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

January 16, 2025

HERITAGE FARMS LLC
2043 E CENTER ST
POCATELLO, ID 83201-3300

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-14015, AGREEMENT 894**

*****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 **\$123.00 per year** was calculated based on the current rental rate of \$23.00 per acre-foot times a diversion volume of 3.49 acre-feet. Since you have a private agreement with the lessor, **you are only obligated to pay the 10% administrative fee or \$123.00. 2024 – 2025** The annual rental fee for 2025 is due by December 31, 2024. 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 \$123.00 for 2024 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, \$123.00 will be retained by the Department to offset administrative costs for **2024**.

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

Sincerely,
Tiffany Bradford
Technical Records Specialist I
for
Water Supply Bank

Enclosure(s)

c: IDWR Front Desk
Tessa Sparrow (via email)

SCANNED
JAN 17 2025

Bradford, Tiffany

From: Bradford, Tiffany
Sent: Friday, January 17, 2025 1:33 PM
To: 'Tessa@racineolson.com'
Subject: WSB Application to Rent Water Rights Nos. 29-14015 Agreement Nos. 894, 895, 896, 897
Attachments: WSB Application to Rent Nos. 29-14015 Agreement 894 2024-2025.pdf; WSB Application to Rent Nos. 29-14015 Agreement 895 2024-2025.pdf; WSB Application to Rent Nos. 29-14015 Agreement 897 2024-2025.pdf; WSB Application to Rent Nos. 29-14015 Agreement 896 2024-2025.pdf

Please see attached copy of WSB Application to Rent Agreements for Water Right Nos. 29-14015.

894 Heritage Farms, LLC 2024-2025
895 Heritage Farms, LLC 2024-2025
896 Alkali Flats, LLC 2024-025
897 Driscoll III LTD Partnership 2024-2025



*Tiffany Bradford
Technical Records Specialist I
Idaho Dept Water Resources
(208) 287-4847*

MEMORANDUM FOR APPLICATION 3000 / AGREEMENT # 894

To: Water Right(s) 29-14015

From: Mary Condon; Mackenzie Kienholz

Date: September 30, 2024; January 3, 2025

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

PURPOSE/NARRATIVE: Application to rent specific ground water right for additional irrigation on corners of a pivot in the Eastern Snake Plain Aquifer Ground Water Management Area (ESPA GWMA) for years 2024 and 2025, received on June 24, 2024. Rental application is a repeat rental for the same lands and for the same requested water right approved for years 2020 through 2023. The renter and water right owner have a private lease agreement for the term of April 2024 through November 2025 and for the rental fee due to the owner of \$100 per acre (approximately \$28.57 per acre-foot) to be paid directly to the lessor. The renter will be responsible for the annual administrative fee of 10% of the rental fee.

The rental application requested 9.2 acres for irrigation from 29-14015, however after review of the requested rental place of use it was determined that only 9.0 acres would be required.

The lease and rental are within the ESPA GWMA, WD #120, and Aberdeen-American Falls GWD.

AUTHORITY TO FILE: Application to rent for Heritage Farms, LLC, was completed and signed by the representative for the company, TJ Budge with Racine Olson, PLLP. Documentation was included with the application authorizing the representative to sign on behalf of the applicant. This document was signed by Dirk Driscoll who is listed on the company's most recent IDSOS annual filing (1/3/2024). The rental place of use (POU) and point of diversion (POD) are in the name of Heritage Farms, LLC, according to current county tax lot data, as are the water rights covering the pivot. No concerns with authority to file.

WATER RIGHT VALIDITY: Water right 29-14015 is currently leased into the bank for years 2024 and 2025, and was previously leased and fully rented for years 2020 through 2023. No concerns with validity.

INJURY TO OTHER WATER RIGHTS: The leased water right POD and requested rental POD are within the ESPA GWMA. Water modeling for the ESPA mitigation analysis was provided with the rental application showing no mitigation is necessary. However, since the rental application requests to repeat the use of the same water right as the previous rental for years 2020 through 2023, the ETRAN modeling must include the previous term to evaluate the longer period of the rental for years 2020 through 2025. An in-house run of the rental terms for years 2020 through 2025 shows no mitigation is required. No other concerns with injury to other water rights.

ENLARGEMENT OF USE: Water right 35-8605A currently covers 138 acres of irrigation within the ~152-acre tract, and five acres is dirt lot and buildings. The rental will cover the remaining 9 acres for irrigation. Requested water right 29-14015 was licensed with an annual volume equal to 3.5 acre-feet per acre while the standard at the rental place of use and the existing water right 35-8605A are at 4.0 acre-feet per acre. The existing water right also has a higher duty of water. To prevent enlargement of the rented water right, 12.3 acres will be rented to achieve the

required volume and diversion rate necessary to cover 9.0 acres of irrigation at the rental POU. No other concerns with enlargement.

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 in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The location for the rental POD is subject to Water District #120. A request for comments was sent to the WD 120 watermaster and IDWR Eastern Regional Office on 1/3/2025.

ESPA CALCULATIONS:

2020-2023: Rented 10.2 acres for use of 8.9 acres
 $(10.2 \text{ ac} * 3.0 \text{ af/ac consumptive use}) / 3 \text{ trimesters} = 10.2 \text{ af/trimester}$
 $(8.9 \text{ ac} * 3.0 \text{ af/ac consumptive use}) / 3 \text{ trimesters} = 8.9 \text{ af/trimester}$

2024-2025: Renting 12.3 acres for use of 9.0 acres
 $(12.3 \text{ ac} * 3.0 \text{ af/ac consumptive use}) / 3 \text{ trimesters} = 12.3 \text{ af/trimester}$
 $(9.0 \text{ ac} * 3.0 \text{ af/ac consumptive use}) / 3 \text{ trimesters} = 9.0 \text{ af/trimester}$

Mitigation Analysis Period

Trimester

One-Way Analysis of Independent Transfers

New Water Right (GModelo):

WRight	Div. Rate (CFS)	Con. Vol. (AF/A)	No. of Yr. Acres	Priority Date	POD Location	Dedicated Vol. (AF/A) (AF/T)	Model Name	Impact by Reach (AF/Trimester)											
								Ashton to Rexburg	Reese to Shelley	Shelley to Jar Bickn	Jar Bickn to Heeley	Heeley to Minnesota	Dev. Vol. To Buhl	Buhl to Kipp	Kipp to Heeley	Heeley to Maled	Maled to Bancroft		
Transfer 1: Proposed Steady State Impacts following Transfer																			
777	777	275.6	68.9	1/1/1960	8526E-3	275.6	91.9	SP082075	0.19	0.31	1.71	8.83	0.46	0.26	0.21	0.10	0.09	0.10	0.01
777	777	275.6	68.9	1/1/1960	8526E-3	275.6	91.9	SP082075	0.19	0.31	1.71	8.83	0.46	0.26	0.21	0.10	0.09	0.10	0.01
Transfer 1: Worst Case Transient State Impacts following Transfer																			
777	777	275.6	68.9	1/1/1960	8526E-3	275.6	91.9	SP082075	0.19	0.31	1.71	8.83	0.46	0.26	0.21	0.10	0.09	0.10	0.01
777	777	275.6	68.9	1/1/1960	8526E-3	275.6	91.9	SP082075	0.19	0.31	1.71	8.83	0.46	0.26	0.21	0.10	0.09	0.10	0.01

Steady State Analysis

Mogaten Check 1 - >10% of Historical	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mogaten Check 2 - >2 AF/T	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mogaten Check 3 - >10% of Total	1.6%	2.6%	13.9%	71.0%	3.7%	2.2%	1.7%	0.3%	0.7%	0.0%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%
Mogaten Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mogaten Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

Mogaten Check 1 - >10% of Historical	0.0%	0.0%	0.0%	0.0%	0.1%	2.2%	5.2%	8.2%	8.1%	8.1%	8.6%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%
Mogaten Check 2 - >2.01 AF/T	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mogaten Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mogaten Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Read Me

[Read Me](#)

Step of Transfer: **SPR 2020**

Match:	133	Match:	456										
	AtR	HrS	StNB	NBtN	NtM	DWtB	BtTS	TS	TStM	M	MtB	Total	
(Last Time Step):	0.19	0.31	1.71	8.83	0.46	0.26	0.21	0.10	0.09	0.10	0.01	12.29	Total Effects without
3 Last Time Step:	0.19	0.31	1.71	8.83	0.46	0.26	0.21	0.10	0.09	0.10	0.01	12.29	Total Effects with Tr
: Value Timestep:	0.19	0.31	1.71	8.83	0.46	0.26	0.21	0.10	0.09	0.10	0.01	12.29	Total Effects without
ep. After Transfer:	0.19	0.31	1.71	8.84	0.46	0.29	0.23	0.11	0.10	0.11	0.01	12.37	Total Effects with Tr

YEAR 1976 TRANSFER NAME:
SEASON SPRING App 3000

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

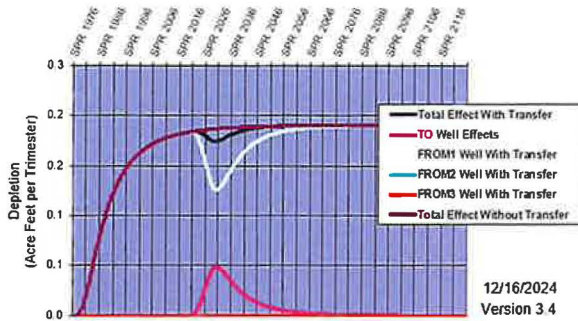
	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	88	95	0	0
COLUMN	93	106	0	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1976	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1976	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1976	0.00	12.30	12.30	0.00	0.00	0.00	0.00
SPR 1977	0.00	12.30	12.30	0.00	0.00	0.00	0.00
SUM 1977	0.00	12.30	12.30	0.00	0.00	0.00	0.00
WIN 1977	0.00	12.30	12.30	0.00	0.00	0.00	0.00

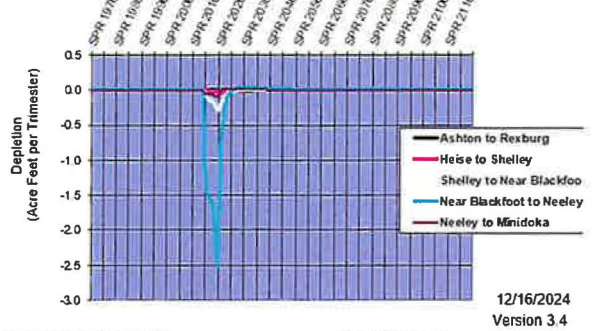
SPR 2019	0.00	12.30	12.30	0.00	0.00	0.00	0.00
SUM 2019	0.00	12.30	12.30	0.00	0.00	0.00	0.00
WIN 2019	0.00	12.30	12.30	0.00	0.00	0.00	0.00
SPR 2020	8.90	2.10	12.30	0.00	0.00	0.00	0.00
SUM 2020	8.90	2.10	12.30	0.00	0.00	0.00	0.00
WIN 2020	8.90	2.10	12.30	0.00	0.00	0.00	0.00
SPR 2021	8.90	2.10	12.30	0.00	0.00	0.00	0.00
SUM 2021	8.90	2.10	12.30	0.00	0.00	0.00	0.00
WIN 2021	8.90	2.10	12.30	0.00	0.00	0.00	0.00
SPR 2022	8.90	2.10	12.30	0.00	0.00	0.00	0.00
SUM 2022	8.90	2.10	12.30	0.00	0.00	0.00	0.00
WIN 2022	8.90	2.10	12.30	0.00	0.00	0.00	0.00
SPR 2023	8.90	2.10	12.30	0.00	0.00	0.00	0.00
SUM 2023	8.90	2.10	12.30	0.00	0.00	0.00	0.00
WIN 2023	8.90	2.10	12.30	0.00	0.00	0.00	0.00
SPR 2024	9.00	0.00	12.30	0.00	0.00	0.00	0.00
SUM 2024	9.00	0.00	12.30	0.00	0.00	0.00	0.00
WIN 2024	9.00	0.00	12.30	0.00	0.00	0.00	0.00
SPR 2025	9.00	0.00	12.30	0.00	0.00	0.00	0.00
SUM 2025	9.00	0.00	12.30	0.00	0.00	0.00	0.00
WIN 2025	9.00	0.00	12.30	0.00	0.00	0.00	0.00
SPR 2026	0.00	12.30	12.30	0.00	0.00	0.00	0.00
SUM 2026	0.00	12.30	12.30	0.00	0.00	0.00	0.00
WIN 2026	0.00	12.30	12.30	0.00	0.00	0.00	0.00

GRAPHS ABOVE MILNER

Hydrologic Response--Ashton to Rexburg
Customer Name: App 3000 Transfer No: 0



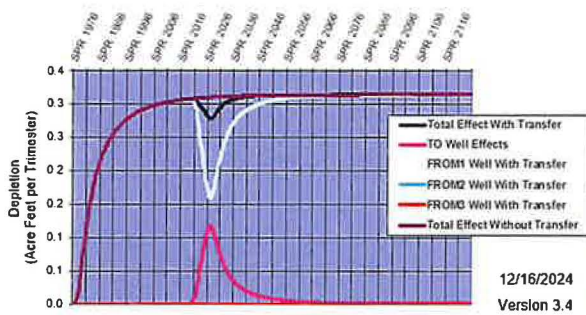
Net Transfer Effect Above Milner
(Total Effect With Transfer - Total Effect Without Transfer)



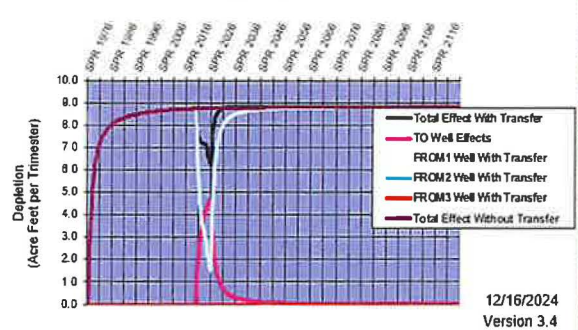
Customer Name: App 3000

Transfer No: 0

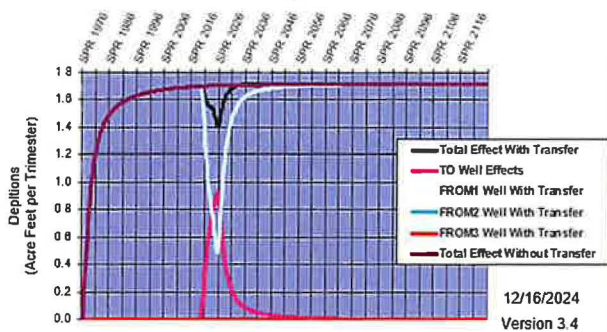
Hydrologic Response--Heise to Shelley
Customer Name: App 3000 Transfer No: 0



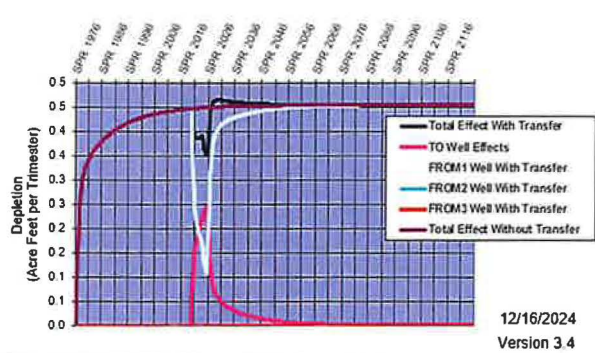
Hydrologic Response--Near Blackfoot to Neeley
Customer Name: App 3000 Transfer No: 0



Hydrologic Response--Shelley to Near Blackfoot
Customer Name: App 3000 Transfer No: 0

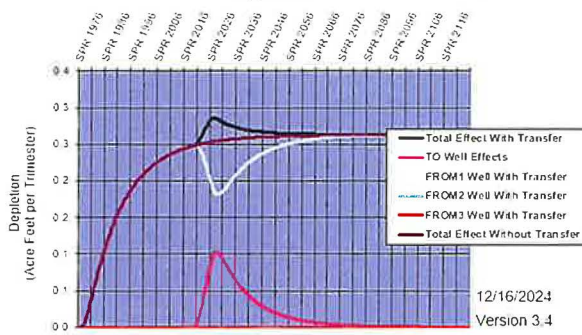


Hydrologic Response--Neeley to Minidoka
Customer Name: App 3000 Transfer No: 0

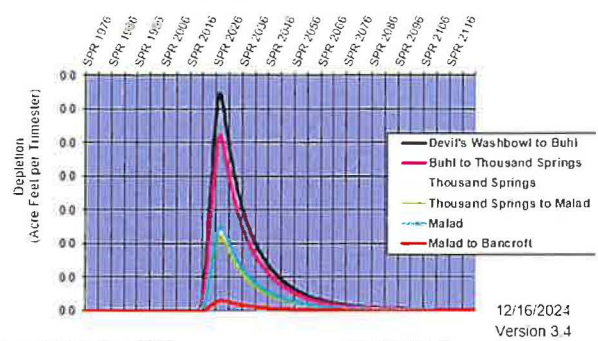


GRAPHS BELOW MILNER

Hydrologic Response--Devil's Washbowl to Buhl
Customer Name: App 3000 Transfer No: 0



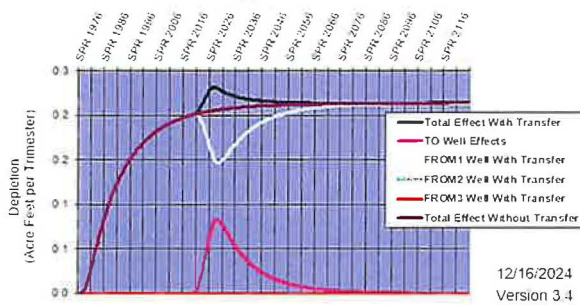
Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)



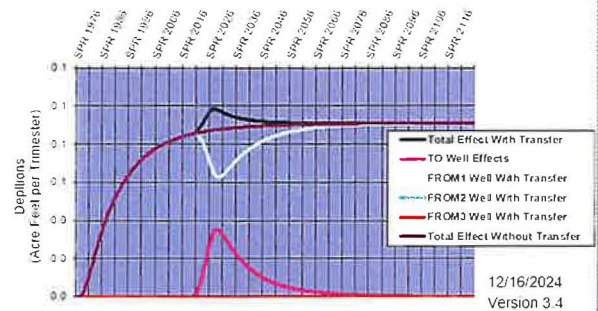
Customer Name: App 3000

Transfer No: 0

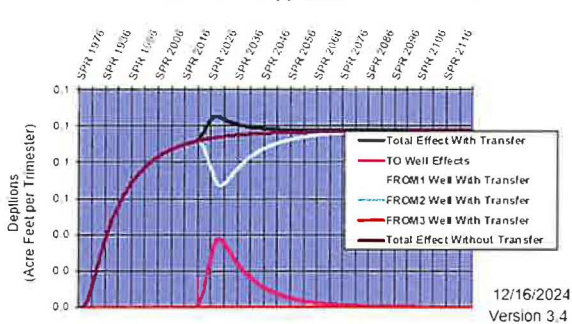
Hydrologic Response--Buhl to Thousand Springs
Customer Name: App 3000 Transfer No: 0



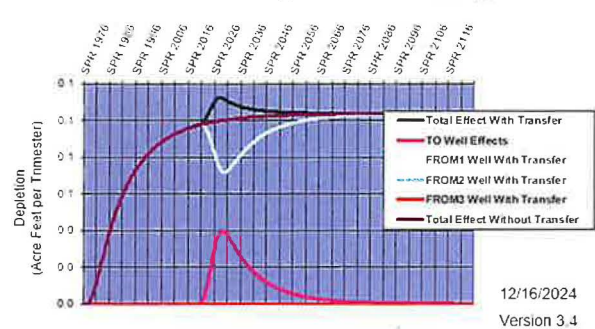
Hydrologic Response--Thousand Springs to Malad
Customer Name: App 3000 Transfer No: 0



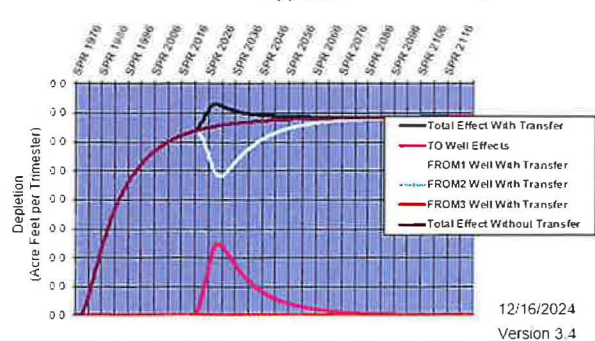
Hydrologic Response--Thousand Springs
Customer Name: App 3000 Transfer No: 0



Hydrologic Response--Malad
Customer Name: App 3000 Transfer No: 0



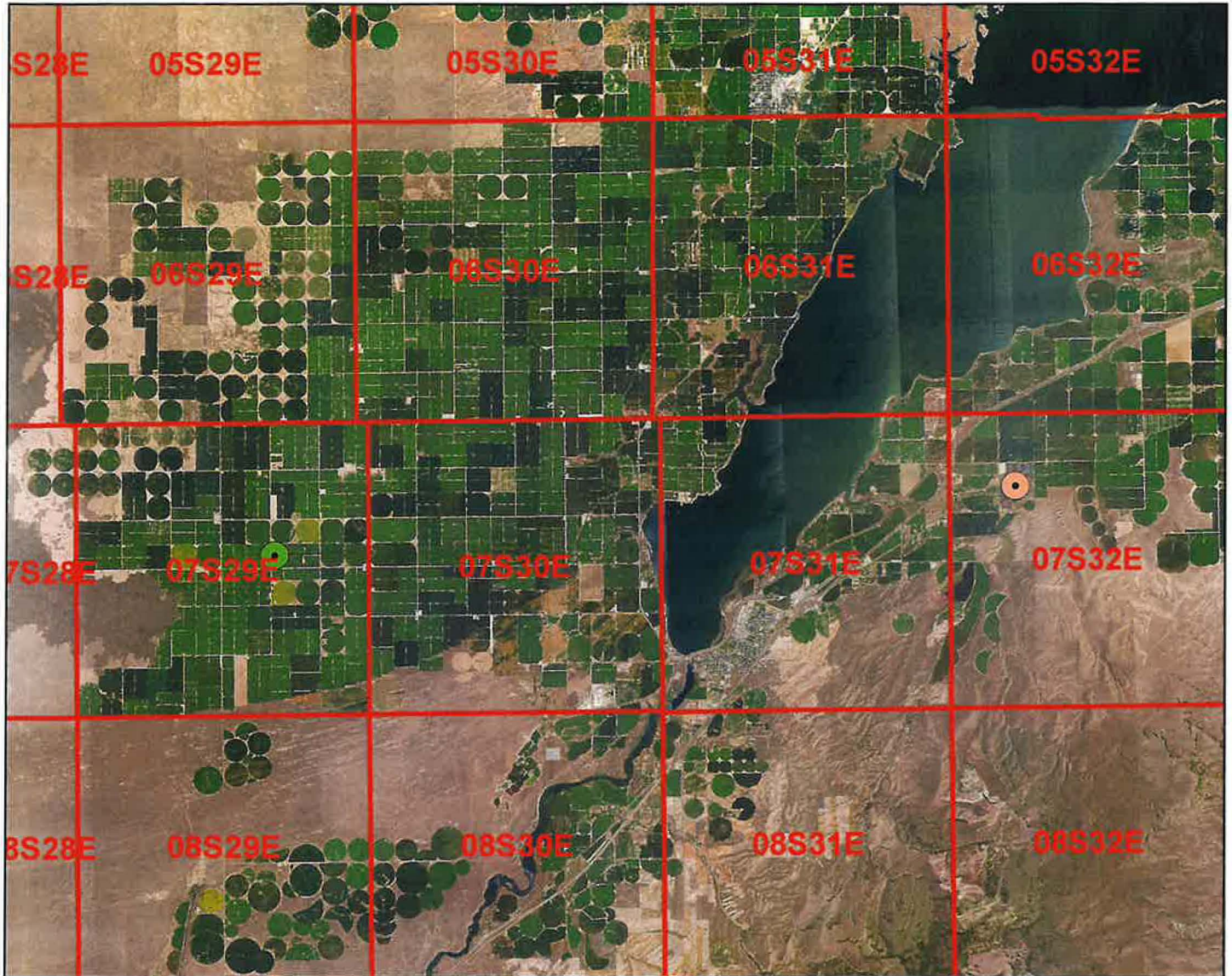
Hydrologic Response--Malad to Bancroft
Customer Name: App 3000 Transfer No: 0



Idaho Water Resource Board

WSB Move Map - Rental Application 3000

29-14015
2024-2025



- Active Lease POD
- Proposed Rental POD
- Township/Range

0 2.5 5 10 Miles





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

August 29, 2024

HERITAGE FARMS LLC
2043 E CENTER STREET
POCATELLO ID 83201

RE: APPLICATION(S) 3000 & 3001 TO RENT WATER FROM THE WATER SUPPLY BANK

Dear Applicant:

The Idaho Department of Water Resources (Department) acknowledges receipt of your application(s) to rent water from the Idaho Water Resource Board's Water Supply Bank (Bank) for the Irrigation of 9.2 acres (application 3000) and for the Irrigation of 30 acres (application 3001). Filing a Bank rental application does not automatically result in approval.

Before a rental application can be approved, the rental request must be reviewed, a rental agreement must be prepared, the agreement must be approved by the applicant and the Department, and the rental fee must be paid. To maximize the number of rental applications processed while managing competing priorities, the Department begins processing rental applications on November 2 for use in the next calendar year, and it processes as many applications as it can before the start of the irrigation season in March or April. Once the irrigation season begins, Department staff members are reassigned to address field work and other duties. Consequently, few rental applications are processed after May 1.

Because your application was received after May 1st, the Department may not be able to process your application in time for approval in 2024. If your application requests a rental for more than one year, the rental application(s) may be retained by the Department and evaluated for 2025.

In future years, we encourage you to file your rental applications as close to November 1 as possible to improve the chances that they will be processed prior to the requested start date. Water Supply Bank Processing for application status may be found on the Department's website at <https://idwr.idaho.gov/iwrb/programs/water-supply-bank/reports/>

If you have questions regarding this matter, please contact our office at 287-4800.

Sincerely,

A handwritten signature in black ink, appearing to read "Clayton D. Murdock", is written over a light blue horizontal line.

Clayton D. Murdock
Water Supply Bank Specialist