

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1891

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

LESSOR: DENO DUDUNAKE
51 WINTERBERRY LN
FLORENCE, MA 01062

RECEIVED

MAR 31 2025

DEPARTMENT OF
WATER RESOURCES

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.
2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on March 14, 2024.
3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversión Rate (CFS)	Diversión Volume (AF)	Acres (AC)
29-7094	7/28/1972	GROUND WATER	0.68	224.7	53.5
Lease Totals			0.68	224.7	53.5

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE:** The term of this lease shall be January 1, 2024 to December 31, 2025. This Lease shall bind the parties and take effect when both parties have signed it.
4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1891

5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into 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.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
 - b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
14. The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

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ATTACHMENT A WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 29-7094

GROUND WATER	SWSWNW	Sec. 24	Twp 07S	Rge 35E	BANNOCK County
GROUND WATER	SWNW	Sec. 24	Twp 07S	Rge 35E	BANNOCK County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
29-7094	IRRIGATION	03/15	to	11/15	0.68 cfs	224.7 AF
	STOCKWATER	01/01	to	12/31	0.02 cfs	224.7 AF
Totals:					0.68 cfs	224.7 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: 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	35E	23				0.5													0.5
07S	35E	24							31.0	22.0									53.0

PLACES OF USE TO BE IDLED UNDER THIS LEASE: STOCKWATER

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	35E	23				X													X
07S	35E	24							X	X									X

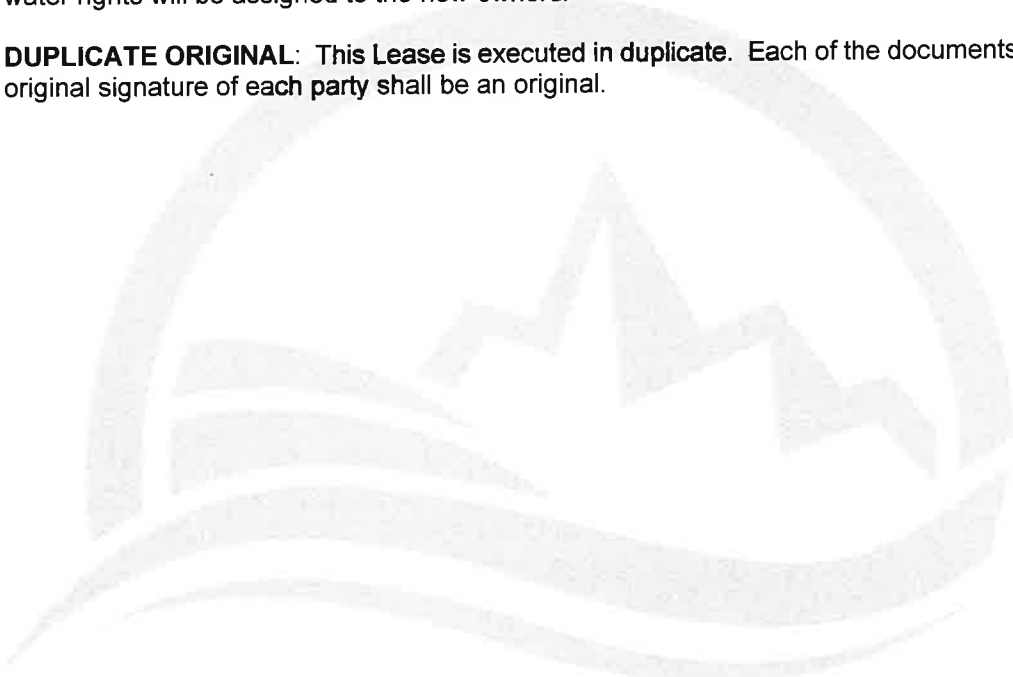
Total Acres: 53.5

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.

WATER SUPPLY BANK LEASE CONTRACT No. 1891

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.
6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.
7. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.



STATE OF IDAHO
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IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: DENO DUDUNAKE
51 WINTERBERRY LN
FLORENCE, MA 01062

By Deno Dudunake
Title owner along with Harry + Davis Dudunake
Date 3-26-2025

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By Brian Patton Date 4/9/25
Brian Patton, Executive Manager
Idaho Water Resource Board

Lease approved by IDWR Patton Date 4/9/25

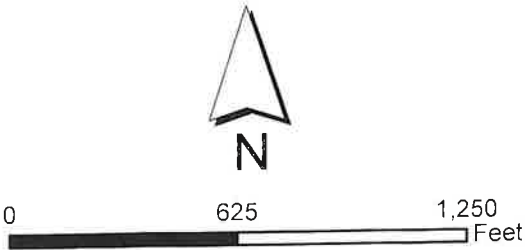
Idaho Water Resource Board
Water Supply Bank Lease Contract No. 1891

29-7094
Effective until December 31, 2025

This map depicts the **place of use** to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



- Approved Lease Point of Diversion
- ▨ Approved Lease Place of Use
- ▭ Township/Range
- ▭ Sections
- QQ



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

MAR 14 2024

DEPT. OF WATER RESOURCES

APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

Designated Applicant

DENO DUDUNAKE

(Select one owner – see item 1A on the application)

Water Right No.

29-7094

(One water right per application)

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

Yes ☒ No ☐

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

MINIMUM REQUIREMENT CHECKLIST

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

Yes

Completed *Application to Sell or Lease a Water Right to the Water Supply Bank*.

Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.

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

Attachment N/A Yes

1A

Signatures and contact information for **all owners** of the water right to be leased or sold on this application.

1B

An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.

1C

*Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).

1D



Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.

2



Description of a water right portion offered to the Water Supply Bank.

3



A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.

4A



Written consent from irrigation district or water delivery company.

4G

Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount \$ 250.00Received By: KMDate Received: 3.14.24Receipt # C117949W-9 received? Yes ☒ No ☐ (Route W-9 to Fiscal)Name on W-9: Deno Dudunake

2958

①

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant DENO DUDUNAKE
Mailing Address 51 WINTERBERRY LANE FLORENCE, MA 01062
Street City State Zip Code
Email Address DENO 413 @ HOTMAIL.COM Phone Number 413-563-9401

☐ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☒ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☒ No ☐
If no, complete the form and attach to this application (Attachment 1B).

- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☒ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☐ No ☒
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative _____ Organization _____
Professional Title _____ Email Address _____
Mailing Address _____ Phone Number _____

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☒ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☒ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled 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 idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3**.

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).
If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.
- B. Please provide a description of the current water diversion and delivery system.

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. _____

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☒
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.
- E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☒
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. _____

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. 224 Acre foot

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☒
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. _____

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan? Yes ☐ No ☒
If yes, describe. _____

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

- A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☒?

If lease, specify the years when the use of water will be suspended: 2024 to 2025 (maximum lease period 5 calendar years).
(Year) (Year)

- B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Dennis Dudunake
Signature of Designated Applicant

DENNO DUDUNAKE
Printed Name

3/8/2024
Date

Signature of Authorized Representative

Printed Name

Date

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

STATE OF IDAHO
WATER RESOURCE BOARD

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MAR 14 2024

DEPT. OF WATER RESOURCES

ATTACHMENT 1A

Additional Water Right Holders Party to the Lease Application

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant. If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s). 29-7094

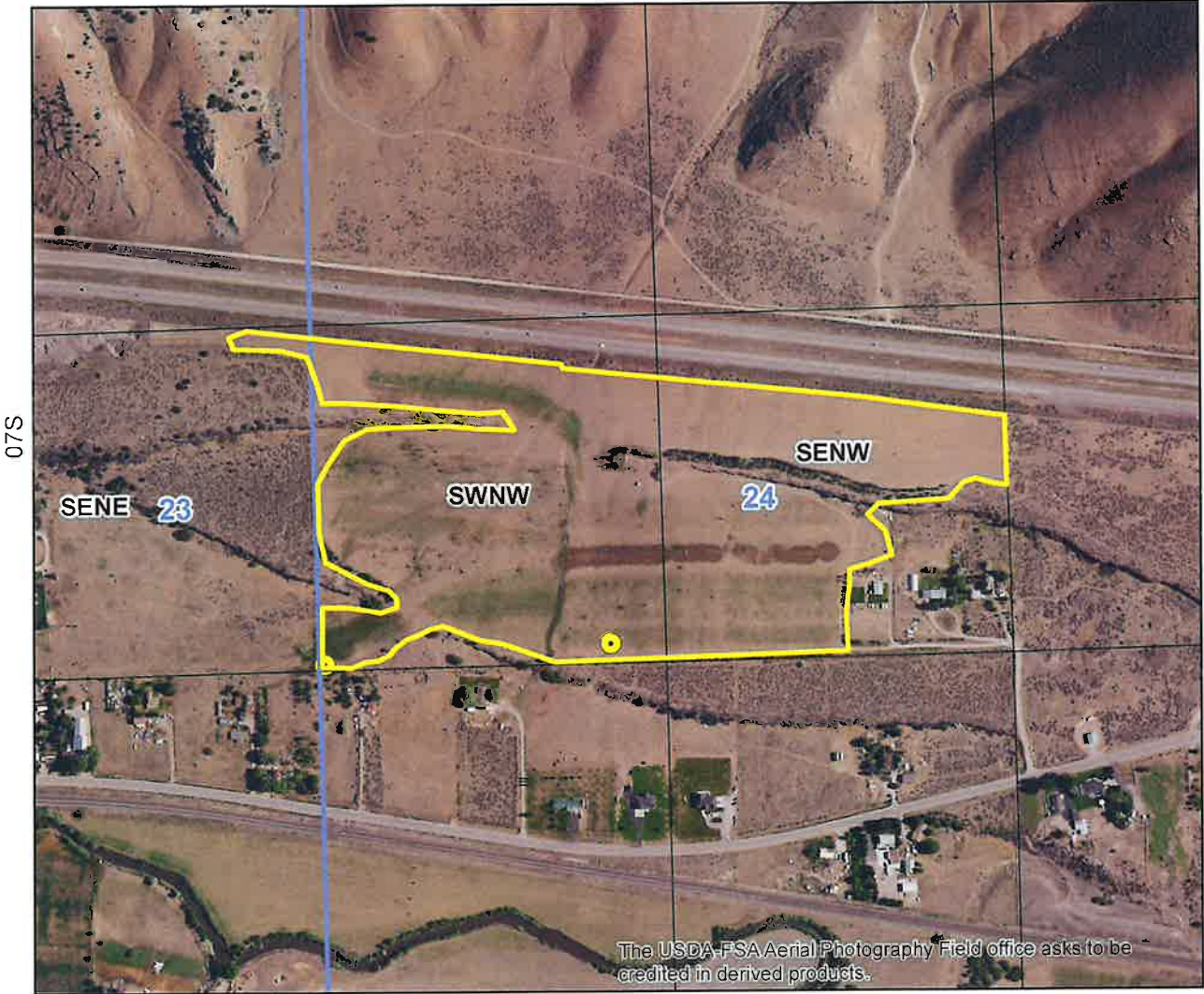
	Designated Applicant	Applicant #2	Applicant #3
Name	DENO DUDENAKE	David Dudenake	Harry Dudenake
Mailing Address	51 Winterberry Ln Florence, MA 01062	31042 Timber Dr Kenrick, ID 83537	520 W. Anton Dr. Meridian, ID 83646
Phone Number	413-563-9401	208-289-3407	208-869-3111
Email Address	DENU413@HOTMAIL.COM	Dave.Dudenake@outlook.com	hdude61@yahoo.com
Applicant Declaration	As Designated Applicant, I submit this lease application on behalf of all other water right holders.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature	<i>Dave Dudenake</i>	<i>David Dudenake</i>	<i>Harry Dudenake</i>

	Applicant #4	Applicant #5	Applicant #6
Name			
Mailing Address			
Phone Number			
Email Address			
Applicant Declaration	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature			

State of Idaho
Department of Water Resources
Attachment to Water Right
29-7094

This map depicts the STOCKWATER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

35E



- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters
- Point of Diversion
- State Outline

0 0.075 0.15 0.3 Miles





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

April 18, 2025

DENO DUDUNAKE
51 WINTERBERRY LN
FLORENCE MA 01062

**RE: WATER SUPPLY BANK LEASE CONTRACT 1891
FOR WATER RIGHT 29-7094**

Dear Lessor:

Water right **29-7094** is leased into the Water Supply Bank (Bank) as of January **2024** in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank.** More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The right(s) will automatically be released from the Bank on **December 31, 2025**, unless the rights are released earlier by the Water Resource Board (Board). To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they are rented.**

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

Sincerely,

Debra Mansfield

Technical Records Specialist I

Enclosure: Executed Lease Contract, Receipt no. C117949

c: IDWR Eastern Region Office
Water District No. 129

Mansfield, Debra

From: Mansfield, Debra
Sent: Thursday, April 17, 2025 5:00 PM
To: watermaster129@gmail.com; Cefalo, James
Cc: Bank
Subject: Executed WSB Lease Contract 1891
Attachments: Executed WSB Lease Contract 1891 D Dudunake 2024-2025.pdf

Hello,

Please see the attached copy of executed WSB Lease Contract 1891 for your records.

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 19, 2025

DENO DUDUNAKE
51 WINTERBERRY LN
FLORENCE, MA 01062

**RE: APPLICATION TO LEASE WATER RIGHTS 29-7094 TO THE WATER SUPPLY BANK
CONTRACT 1891**

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

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature. Please sign and return ALL Lease Contracts within 14 days.** Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The right will automatically be released from the Bank on **December 31, 2025**, unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at <http://www.idwr.idaho.gov>. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

"While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

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

Sincerely,

Aaron Olson

for
Water Supply Bank

Enclosures: Proposed Lease Contracts

MEMORANDUM FOR APPLICATION # 2958

To: Water Right 29-7094

From: Aaron Olson

Date: 2/18/25

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

PURPOSE/NARRATIVE:

Application 2958 was submitted by Deno Dudunake and was received by the Department on March 14, 2024, with the correct fee payment received on the same date. The application proposed to lease the full water right to the Water Supply Bank which includes 53.5 acres of irrigation and stock water.

AUTHORITY TO FILE:

The application was signed by Deno Dudunake. Deno Dudunake, David Dudunake and Harry Dudunake are listed as the current water right owners. A designated lessor form (Attachment 1A) was submitted with the application signed by Deno Dudunake, David Dudunake and Harry Dudunake listing Deno Dudunake as the designated lessor. No concerns with authority to file.

WATER RIGHT VALIDITY:

Right 29-7094 was decreed in 2004. Review of aerial photography at the place of use for the right shows little evidence of irrigation after 2017. However, the land making up the place of use was leased to Jolly Red Angus for several years between 2019 through 2023. A copy of a lease agreement was provided which showed that Jolly Red Angus would be renting the property and irrigation system to irrigate approximately 55 acres of tillable land. Mitch Jolly of Jolly Red Angus provided an affidavit stating that from 2019 to 2020 he irrigated the property using wheel and hand lines. The land lease agreement and affidavit are enough to show it is likely water use under the right has occurred within the last 5 years and the right is likely not lost to forfeiture.

INJURY TO OTHER WATER RIGHTS:

Lease of this water right would not cause injury to other water rights. Proper review to prevent injury if rented.

ENLARGEMENT OF USE:

There are no overlapping or enlargement concerns with the Water Right 29-7094.

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 lease appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:

The location for the lease POD PD is subject to Water District #129. There is no watermaster appointed for this Water District. A request for comments was sent to the IDWR Eastern Regional Office on 5/15/2024.

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 1891
29-7094
Effective until December 31, 2025

This map depicts the **place of use** to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



- Approved Lease Point of Diversion
- ▨ Approved Lease Place of Use
- ▭ Township/Range
- ▭ Sections
- QQ



RECEIVED

FEB 14 2025

DEPT. OF WATER RESOURCES

To whom it may concern,

I, Mitch Jolley leased some pasture in the Inkom area from 2019 to 2020 from the Dudunake Brothers.

I watered the property off of a well on the property that fed some wheel lines and hand lines as specified by the lease. If you have any questions feel free to contact me.

Mitch Jolley

jolleyredangus@gmail.com

A handwritten signature in black ink, appearing to read 'MJ', followed by a long horizontal flourish.

Olson, Aaron

From: Dudunake, Deno <ddudunake@rossignol.com>
Sent: Tuesday, December 10, 2024 7:36 PM
To: Olson, Aaron
Cc: Dave dudunke; Harry Dudunake
Subject: Dudunake Water right application..question/info

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Hello Aaron,

Thanks for your follow up on my messages and call back last night. Too, thank you for picking up the early morning call placed to you this AM regarding a certification on what our drop dead date is on getting our application completed and our water right placed into the Water Resource Department.

On that subject, I would like request a response from you regarding our whole time line on this. Can you please do so.

Below is a copy from Idaho power on our pump's power use payments. You will see we used it June and July of 2020.

With this and a copy of the lease...are we good to go?

Please advise.

Thank you,
Deno, Dave and Harry Dudunake

PS..Please conf back that you got this!

Mail - deno dudunake - Outlook X Account Financial History - Encrypt X Account Financial History - Encrypt X +

file:///Users/denodudunake/Downloads/Account Financial History - Encrypt.pdf

Most Visited Getting Started Search DuckDuckGo Order Form Authent... Sign in to your Micr... Sign In

1 of 2 Automatic Zoom

12/4/2024

Account Financial History

Account: DENO DUDUNAKE / ACCOUNT #2221508571

Premises: 07S35E2401 / INKOM ID 83245

Posting Date	Document Type	Am
12/19/2020	Payment	\$2
7/13/2020	Payment	-\$3
7/3/2020	Payment	-\$3
6/25/2020	Bill	\$3
6/23/2020	Bill	\$30
6/15/2020	Payment	-\$2
5/22/2020	Bill	\$2
5/5/2020	Payment	-\$
4/23/2020	Bill	\$:
4/7/2020	Payment	-\$
3/25/2020	Bill	\$:

Olson, Aaron

From: Dudunake, Deno <ddudunake@rossignol.com>
Sent: Wednesday, December 4, 2024 7:07 PM
To: Olson, Aaron
Cc: Dave dudunke; Harry Dudunake
Subject: Dudunake water right 27-7094
Attachments: jolleyFarm lease 3 YR 2022 MAY 5 2021.docx

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Dear Mr. Olson,

From our application sent into the Department of Water Resources nine months ago you have responded with important information that needs clarification. We can provide you proof to ideally clear us of your concerns of abandonment or forfeiture of our water right.

Our property was leased the year of 2020 and 2021 to a Mitch Jolly. His signed lease is attached.

The water use and appropriation used for pasture rotation and the watering of our trees planted by our father over 40 years ago. This tree planting was in-part of the Pheasant's for Ever project he placed on four different fringe areas on our property.

Our farmer Mitch Jolly did some irrigating and watering of the grass mix/pasture and the trees we have on the property. This was done in the year of 2020.

I have reached out to Idaho Power for meter use on our well. The first indication provided from them was that meter readings are only stored for three years. I have another call into them for a clarification or to see if our financial payment history records can be provided.

At very young ages all three of us moved irrigation pipe on our property! Our father always said to maintain and work within the guidelines of the water rights. We have had no intentions of wanting to abandon or forfeit our water right. We have worked hard to find and manage farmers to lease our property. Since covid times we have had a heck

of a time getting the right fit. Thus the move to place our water right in the Department of Water Resources bank.

I will be doing some traveling over the next six days but will have cell coverage. Please let me know if you have questions or care to discuss this over the phone.

My cell is 413-563-9401

Our property is a business partnership with my two brothers and David and Harry Dudunake.

Thank you,
Deno Dudunake

Please conf you got this. Thank you

LEASE AGREEMENT

THIS LEASE is made by and between:

Deno Dudunake, David Dudunake and Harry Dudunake, County of Bannock, State of Idaho, hereinafter referred to as "Landlord:" and Mitch Jolley, Scott Jolley, Kent Jolley DBA Jolley Red Angus County of Bannock and County of Bingham State of Idaho, hereinafter referred to as "Tenant."

ARTICLE 1--DEMISE, DESCRIPTION AND USE OF PREMISES

Landlord leases to tenant and tenant hires from landlord, for the purpose of conducting and such premises any lawful business and for no other purposes, those certain premises with the appurtenances, situated in the City of Pocatello, County of Bannock, State of Idaho, and more particularly described in the schedule attached to and made a part of the Lease Agreement, and marked for identification purposes as Exhibit "A" consisting of approximately 55 acres of tillable land.

ARTICLE 2--TERM

The initial term of this lease shall be for the period commencing with the date of Execution of this Lease Agreement, May (5), 2021. And used in this Lease Agreement, the expression "term of this Lease Agreement" refers to the initial term and an additional 2 year renewal of this Lease Agreement as provided below.

ARTICLE 3---RENT

Subject to adjustments as provided below, the total rent for the initial term shall be \$6000.00 per period...May (5) 2021 through May (4), 2022. 6000.00 due at signing which Tenant shall pay Landlord, without deduction or offset, at the Place or Places as may be designated from time to time by Landlord, in installments as follows: The rent per year 2022 and 2023 will be the same amount and due on May 5th per each year.

The rental to be paid by Tenant under this Lease Agreement. Rental of said property has been set as one dollar amount per year.

It has been agreed upon by Tenant, that if a situation arises where by landlords need to terminate this 3 year lease due to family circumstances, family need, or a family purchase agreement. Landlords must provide Tenant notice by Jan. 1 of each of the upcoming lease periods. As well, Landlords will allow a consideration from the tenant, the option to better a purchase or lease option to the Landlords.

Tenant shall be responsible for all expenses and liabilities and damages associated with, grazing, feeding and watering of agreed qty. of livestock for period of the lease. If it becomes apparent there is over grazing, ground damage occurring or excessive muddy areas the Tenant will immediately take action to correct, to reduce such concerns. If it is determined by a professional that a major expense of replacing the irrigation pump occurs due to operation neglect, pipe mover errors or a mechanical/electrical error due to neglect or operator error, that the tenant will be liable for an amount not to exceed 3000.00 per occurrence.

INITIAL HERE MJ

ARTICLE 4—WARRENTIES OF TITLE AND QUIET POSSESSION

Landlord covenants that landlord is seized of the demised premises in fee simple and has full right to make and enter into this lease and that Tenant shall have quiet and peaceable possession of the demised premises during the term of the Lease Agreement.

ARTICLE 5—DELIVERED OF POSSESSION

If the Landlord, for any reason whatsoever, cannot deliver possession of the demised premises to Tenant at the commencement of the lease term, as specified above, this Lease Agreement shall not be void or voidable, nor shall Landlord be liable to Tenant for any damage resulting from such non-delivery: but in that event there shall be a proportionate reduction of rent covering the period between the commencement of the lease term and the time when Landlord can deliver possession.

ARTICLE 6- TAXES

The Landlord shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges license, fees municipal liens or levies of every name, nature and kind whatsoever, which may be levied, assessed, changed or imported against the demised premises, or any part of the demised premises.

ARTICLE 7-INSURANCE

The tenant shall maintain insurance on all main line pipe, wheel lines and motors, hand lines, irrigation pumps, electrical control panel, all fences and gates. Copy of policy shall be provided to Landlord. Your insurance needs to specify coverage of pump, pump motor loss due to a lightning event. Tenant shall be responsible for all expenses and liabilities and damages associated with, grazing, feeding and watering of agreed qty of livestock. And, shall also carry all liability insurance on the demised premises. Tenant will provide proof of Workmens Comp insurance coverage. Tenant is fully responsible to insure all assigned associates, sub contractors and workers. Tenant agrees to have any claim payments against the above mentioned equipment owned by the Landlord, to be assigned to both, the Landlord as well as the Tenant.

ARTICLE 8-UTILITIES

The utility bill for power to the demised premises shall be in the name of the Landlord, with the Tenant being responsible for direct automatic payment of the same, for the duration of the lease agreement. There will be two monthly bills for power usage. One bill for large irrigation pump and second for the 1 hp domestic/livestock water.

INITIAL'S HERE MJ

ARTICLE 9- MAINTENANCE OF PREMISES

The Landlord and Tenant agree that the tenant shall be responsible for maintenance of the premises during the term of the Lease Agreement, and more specifically, state that the following conditions for said maintenance must be met as follows:

- (1) Tenant shall provide all secure, strong and effective protection for the trees and shrubbery in all five areas that have been planted on the premises by the Landlord. The Tenant agrees to keep said area irrigated during all times when the Tenant is utilizing the irrigation water. A minimum of 3 full water sessions per area necessary.
- (2) In the event the Tenant elects to place any livestock on the premises, before that can be accomplished, the Tenant must construct and erect fences to protect all the trees and shrubbery referred to in paragraph (1) above. If boundary fences are not suitable for cattle grazing, all materials and labor to secure such fences will be that of the responsibility of the tenant. All fixed and connected fencing materials will remain and become part of the Landlords property. Landlord will pay for material only for the upper south end of the property. All electrical fence needs and expenses will be those of the tenants. The tenant will need to provide labor to erect fencing needs. Upon departure or termination of the lease, the perimeter fencing shall be left in "as good" or "better" condition before occupying. All power needs and "set-up" for electric fencing and the second winter watering shall be responsibility of the tenant. Landlord has provided a separate water source for livestock watering means. Additional, shelter, water freezing protection, pumping maintenance, or any other re-configuration to accomplish this, will be responsibility of the tenant and may be determined to be an "add on cost/expense liability" for the tenant. All modifications must be provided in writing and confirmed as such.
- (3) The Landlord shall furnish to the Tenant all existing pipe, vales, end plugs, wheel lines and pumps. The Tenant shall provide (pay for) repairs and replacement for damaged or stolen pipe, rain birds, valves end plugs, movers, wheels and small engines. These determined repairs or replacements shall happen prior to end of lease period. Any additional irrigation pipe brought in for the purpose of irrigation will be removed at the termination of the lease. Any pumps or improvements on the irrigation system shall remain on the premises, at the termination of this lease. After the watering system is deemed fully operational...if by an unfortunate event, a full replacement or rebuild of a new water well pump is needed during your lease period, the tenant will contribute a flat dollar amount of up to 3000.00.
We will personally, together, do a visual and written inventory and evaluation on site of all trees and all related irrigation equipment. Our representation for inspection may be one of my family members.

MAIN LINE: our qty, size and length shall be inventoried together at the beginning of each year. We are providing MAIN LINE size and qty listed below: PLEASE PLACE QTY IN THE LEASE YOUR RETURNING TO ME.

8 inch total qty ____

6 inch total qty ____

5 inch total qty ____

4 inch total qty ____

All current markings, dents and damage will be noted at this time to ALL irrigation equipment.

INITIAL HERE MJ

WHEEL LINES:

Three wheel lines are provided by the Landlord, each have approximately 25-to 29 sections with engines , gear boxes, chains etc. One of the three wheel lines is nearly not useable. The provided owners manual for the wheel lines provides a recommended maintenance schedule that must be documented as performed to prevent damage. A third wheel line is on site and can become operable at the expense of the tenant.

HAND LINES:

Landlord has provided a new 32 sections of 3 inch center raiser hand lines that go from upper main line towards the gravel pit (upper north/west section).

Off the upper main line (headed south/east) Landlord has provided 40 sections 3" center raiser , end plug and a valve opener. This qty covers the full length.

On the lower fields Landlord has provided qty of _____ 3 inch hand line sections.

A full review, inspection and inventory will be jointly conducted of all irrigation equipment at time of lease signing.

- (4) The Landlord shall provide the Tenant road access to the lower pump area and the upper pump area. Travel and road condition to be maintained and shall be left in equal travel and condition. The Ferguson lane provides an assigned easement to the Landlords property. This easement, may need some maintenance of stone, grading etc. to secure safe passage. The main watering and feed areas shall be reshaped, tilled to best match the original land/scape look.
- (5) The new water well that has the 1972 Water Rights has been proven to have at least a 200 GPM capacity. If at any time during the term of the Lease Agreement, the water capacity proves to be insufficient, the Tenant has the right to drill deeper on the 12" well located on the premises, such to be done at the Tenant's cost with no reimbursement from Landlord.
- (6) If the Tenant conducts any spraying of weed control, etc., he agrees to exercise ultimate care and caution to ensure that spray does not drift to the trees and shrubbery planted by the Landlord.
- (7) The Landlord grants the express right to Tenant to use any and all 3" and 4" connectors and valves for the irrigation system. Tenant agrees to read and review the owner's manual and maintenance provided for the three wheel lines. Tenant agrees to perform all the necessary precaution's and repairs to assure continued use.
- (8) Tenant shall receive any payments from the Government for crop deficiency, disaster payments, etc. The rental herein contemplates the rental of the fifty to fifty five (50-55) acres for growing grass/alfalfa.
- (9) Management of water pressure by the Tenant and its staff and pipe moving crew, is key and vital to assure quality irrigation and to help maintain proper function and use of the equipment. Guidance and recommendations to assure proper use will be, (and have been) provided anytime by the Landlord. These review sessions and discussions provided must be considered and executed by the Tenant on a regular bases or as needed.
- (10) Tenant agrees to stack and place all main line and hand lines in one secure location at the end of each watering season. AND..drain the main line from the pump on. INITIAL HERE MJ

(11) Tenant agrees to secure each wheel line with a min of 4 metal post each to the point where NO movement can happen due to strong/high winds.

ARTICLE 10-INDEMNIFICATION OF LANDLORD

Landlord shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Tenant or by any person whosoever may at any time be using or occupying or visiting the demised premises, or be in, on, or about the demised premises, whether the loss, injury, death or damage shall be caused by or in any result from or arise out of any act, omission or negligence of Tenant. Tenant shall indemnify Landlord against any and all claims, liability, loss, or damages whatsoever on account of any such loss, injury, death or damage caused by livestock, equipment failure, miss-management of watering equipment or source, or operator error.

ARTICLE 11- ATTORNEY FEES

If any action of the law or inequity shall be brought to recover any rent under this Lease Agreement, or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Lease Agreement, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment of decree rendered.

ARTICLE 12- OPTION TO RENEW

Subject to adjustments as provided below, the total rent for the initial term shall be \$6000.00 per period...May (5) 2021 through May (4), 2022. 6000.00 due at signing which Tenant shall pay Landlord, without deduction or offset, at the Place or Places as may be designated from time to time by Landlord, in installments as follows: The rent per year 2022 and 2023 will be the same amount and due on May 5th per each year.

The rental to be paid by Tenant under this Lease Agreement. Rental of said property has been set as one dollar amount per year.

It has been agreed upon by Tenant, that if a situation arises where by landlords need to terminate this 3 year lease due to family circumstances, family need, or a family purchase agreement. Landlords must provide Tenant notice by Jan. 1 of each of the upcoming lease periods. As well, Landlords will allow a consideration to the tenant, the option to better a purchase, or lease option to the Landlords.

ARTICLE 13-RE-DELIVERY OF PREMISES

Tenant shall pay the rent and all other sums required to be paid by Tenant under this Lease Agreement in the amounts, at the times, and in the manner provided in this Lease Agreement, and shall keep and perform all the terms and conditions to be kept and performed. At the expiration of earlier termination of this Lease Agreement, Tenant shall peaceably and quietly quit and surrender to Landlord the premises in good order and condition, subject to the other provisions on this lease Agreement.

INITIAL HERE MJ

ARTICLE 14- DEFAULT

In the event of any breach of this Lease Agreement by Tenant, Landlord, in addition to the other rights or remedies it might have, shall have the immediate right of the re-entry and may remove all persons and property from the demised premises. Should Landlord at any time terminate this Lease Agreement for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of the breach, including the cost of recovering the demised premises, and including the worth at the time of termination of the excess.

ARTICLE 15- TIME OF THE ESSENCE

Time is of the essence of this Lease Agreement, and of each and every covenant, term, condition and provisions of this Lease Agreement.

ARTICLE 16- MISCELLANEOUS

- (1) Landlord has previously ordered power from Idaho Power Company. If such additional power is installed, the lines will be put in along the main line of the irrigation system so as not to interfere with any wheel lines. Tenant agrees to such placement.
- (2) Use of property is for growing or reseeding ground cover grass mix, pasture mix or alfalfa. Or for the use of "rotational grazing" No removal of water, soil, irrigation equipment, or other items from property for other use, will be allowed, unless discussed and put into a written legal addendum to the lease. Weed and rodent control/management to be done by Tenant.
- (3) An honest and trusting evaluation of operation, property use, effect the livestock has on the property, and expenses to both parties, will result in a re-evaluation after initial year to determine ongoing fees, charges, for lease of our property. If it is determined that after year one, livestock use of property causes an uneasy deterioration of the land, property and trees it will be re-evaluated and re-priced for ongoing years after year one. We the Landlords are open to of a multi year lease after year one.
- (4) The Landlords Deno Dudunake, David Dudunake and Harry Dudunake, may give direction to Tenant wherever such is required under this lease.
- (5) Landlord will not be accountable for unforeseen issues, such as loss of water tables in the well, fire, neighbor infractions or disputes.
- (6) The Landlords Deno Dudunake, David Dudunake and Harry Dudunake, may give direction to Tenant wherever such is required under this lease.

INITIAL HERE _____

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on date set as indicated below.

LANDLORD:

-----DATE-----

Deno Dudunake and or, Harry and David Dudunake

TENANTS: (Please..all principals of Jolley Red Angus sign)



DATE 5/6/2021



(STATE OF IDAHO) :SS

County of Bannock)

On this ____ day of _____, 2021, before me, the under signed Notary Public, in and for said State, personally appeared Deno Dudunke, known to me to be the person whose names are subscribed to the within instrument and acknowledge 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 first written above

NOTARY PUBLIC-STATE OF IDAHO

Commission Expires: _____

(SEAL)

STATE OF IDAHO)

County of Bannock)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, in and for said State, personally appeared Mitch Jolley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal the day and year first written above.

NOTARY PUBLIC STATE OF IDAHO

Commission Expires: _____

(SEAL)

Mansfield, Debra

From: Mansfield, Debra
Sent: Wednesday, May 15, 2024 4:30 PM
To: Cefalo, James
Subject: Comments Request - D Dudunake Lease
Attachments: Lease Review Memo App 2958 D. Dudunake 2024-2025.docx; Lease Application 2958 D Dudunake 2024-2025.pdf

Good afternoon,

Please see the attached lease review documents for Lease Application 2958, D Dudunake, WR 29-7094.

Kindly respond with any questions or comments within 10 days.

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



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

Governor Brad Little

Director Gary Spackman

November 27, 2024

DENO DUDUNAKE
51 WINTERBERRY LN
FLORENCE MA 01062

**RE: ADDITIONAL INFORMATION REQUEST FOR PROCESSING APPLICATION TO
LEASE WATER RIGHT NO. 29-7094 TO THE WATER SUPPLY BANK**

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

Dear Applicant:

On March 14, 2024, the Department of Water Resources (Department) received an application to lease water right 29-7094 to the Water Supply Bank (Bank). Water Supply Bank Rule 25 (IDAPA 37.02.03.025.06.c) requires the Department to consider whether the water right has been lost through abandonment or forfeiture as defined by Section 42-222(2), Idaho Code. Section 42-222(2) states, in part, "All rights to the use of water acquired under this chapter or otherwise shall be lost and forfeited by a failure for the term of five (5) years to apply it to the beneficial use for which it was appropriated."

Under question 4.G. of the lease application, in response to whether the right had undergone a period of five or more consecutive years of non-use, the application is checked 'no'. A review of aerial photography at the place of use appurtenant to the legal description under the right shows the last evidence of irrigation in 2017. Based on information available to IDWR at this time a period of more than five years of non-use occurred following issuance of the partial decree.

Please submit information demonstrating that water right no. 29-7094 proposed for lease has been irrigated within the last 5 years or provide a valid defense to forfeiture pursuant to Idaho Code 42-223 for application processing to continue. Information relative to forfeiture is required for lease application #2958 to be considered a complete filing (IDAPA 37.02.03.025.02.c). If the information is not received within thirty days, the Department will return the incomplete application pursuant to IDAPA 37.02.03.025.04. Upon a showing the right has not been abandoned or forfeit water right no. 29-7094 proposed for lease will be accepted into the Bank, otherwise the right will not be acceptable, and the application will be returned unprocessed.

If you have any questions regarding this matter, please contact me at (208) 287-4907 or Aaron.Olson@idwr.idaho.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Olson".

Aaron Olson
Water Resource Agent, Principal

Beck, Catalina

From: deno dudunake <deno413@hotmail.com>
Sent: Saturday, March 23, 2024 5:44 AM
To: Beck, Catalina
Subject: Re: WSB Lease Application

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.

Yes..our water right is 29-7094

Thank you!

I take it all is in order now to get it into the Bank?

From: Beck, Catalina <Catalina.Beck@idwr.idaho.gov>
Sent: Friday, March 22, 2024 9:24 AM
To: deno dudunake <deno413@hotmail.com>
Subject: RE: WSB Lease Application

Good Morning Deno

So than it is not a rental lease package its just a lease and I just want to confirm that this is the right water right number so I can process the lease

Catalina



Catalina Beck
Technical Records Specialist I
208-287-4920
Catalina.beck@idwr.idaho.gov

Idaho Dept. of Water Resources
322 E FRONT ST STE 648, BOISE ID 83702-7371

From: deno dudunake <deno413@hotmail.com>
Sent: Friday, March 22, 2024 4:18 AM
To: Beck, Catalina <Catalina.Beck@idwr.idaho.gov>
Subject: Re: WSB Lease Application

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Good morning Catalina,
Oh boy looks like I missed a few things here! Sorry about that!

We do not have it leased yet. It is to go into your water bank to find us a renter.

As for the MAP...do you see where it is from our number. Is there a way I can provide this to help move this right along?

Sorry about that.
Please let me know..thank you

From: Beck, Catalina <Catalina.Beck@idwr.idaho.gov>
Sent: Thursday, March 21, 2024 12:56 PM
To: deno413@hotmail.com <deno413@hotmail.com>
Subject: WSB Lease Application

Good Morning Deno

I am intaking your lease application and I see there is no map of POD(Place of Diversion) and POU (Place of Use) I wanted to confirm the POD and POU is accurate. I have provided a map of the Water Right that you provided 22-7094. On the application you also out that this is a rental/ lease package do you know who the renter is?



Catalina Beck
Technical Records Specialist I
208-287-4920
Catalina.beck@idwr.idaho.gov

Idaho Dept. of Water Resources
[322 E FRONT ST STE 648, BOISE ID 83702-7371](https://www.idwr.idaho.gov)