

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1860

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

LESSOR: FMC IDAHO LLC
C/O ZAKIYA BARNETT
2929 WALNUT ST
PHILADELPHIA, PA 19104-5054

RECEIVED

Apr 10, 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 December 22, 2023.
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	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
29-2255E	9/16/1949	GROUND WATER	0.04	8.0	2.0
Lease Totals			0.04	8.0	2.0

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, 2026. 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. 1860

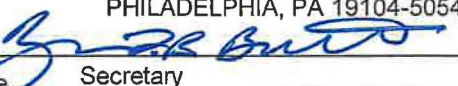
5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right 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
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1860

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

LESSOR: FMC IDAHO LLC
C/O ZAKIYA BARNETT
2929 WALNUT ST
PHILADELPHIA, PA 19104-5054

By 
Title Secretary
Date _____

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

By  Date 4/15/25
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR  Date 4/15/25

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1860

**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): 29-2255E

GROUND WATER SESWSW Sec. 12 Twp 06S Rge 33E POWER County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
29-2255E	IRRIGATION	04/01	to	10/31	0.04 cfs	8.0 AF
Totals:					0.04 cfs	8.0 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	
06S	33E	12											2.0						2.0

Total Acres: 2.0

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.
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.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1860

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. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 1860
29-2255E
Effective until December 31, 2026

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.



Legend

-  Water Supply Bank Lease Point of Diversion
-  Water Supply Bank Lease Place of Use
-  Township/Range
-  Sections
-  QQ

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

DEC 22 2023

DEPARTMENT OF
WATER RESOURCES

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

Designated Applicant FMC Idaho, LLC

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

Water Right No. 29-2255e

(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 \$ <u>250</u>	Received By: <u>KM</u>	Date Received: <u>12.22.23</u>	Receipt # <u>C117558</u>
W-9 received? Yes ☒ No ☐ (Route W-9 to Fiscal)		Name on W-9: <u>FMC Idaho LLC</u>	

2863

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 FMC Idaho, LLC

Mailing Address 2929 Walnut Street Philadelphia PA 19104
Street City State Zip Code

Email Address victoria.hollinger@fmc.com Phone Number 215-299-5810

☒ 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 John K. Simpson Organization Marten Law LLP

Professional Title Attorney Email Address jsimpson@martenlaw.com

Mailing Address P.O. Box 2139, Boise, Idaho 83702 Phone Number 208.336.0700

☐ 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.

This water right, with 29-11342 and 29-2255c, are part of the mitigation plan agreement dated 01/13/2014
between the IDWR and FMC - rights have been held as mitigation for remediation actions as required by IDWR.

- 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. See the response to 4B.

- 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. A portion of water right no. 29-2255C (approximately 13 ac-ft) is being withheld from the application and will continue to be used as mitigation under the above identified Agreement dated Jan. 13, 2014.

- 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. Since 2015, this right has been retained and held for mitigation as required by the Agreement dated January 13, 2014.

- 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. This right, with other rights identified in the January 13, 2014 Agreement have continuously been used for mitigation.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?

If yes, describe.

Yes ☒ No ☐

See the response to 4B.

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: 2023 to 2026 (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.
Current rental rate. See attached lease between FMC and the American Falls Ground Water District.

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.


Signature of Designated Applicant

Victoria Hollinger
Printed Name

12/21/2023
Date

Signature of Authorized Representative

John K. Simpson
Printed Name

Date

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

FMC IDAHO LLC

WRITTEN CONSENT OF THE SOLE MEMBER

Dated as of December 11, 2023

THE UNDERSIGNED, being the sole member of FMC Idaho LLC, a Delaware limited liability company (the "Company"), in lieu of holding an annual meeting hereby consents to the adoption of the following resolutions, pursuant to the Delaware Limited Liability Company Act (the "Act") and the limited liability company agreement of the Company (the "LLC Agreement"), to have the same force and effect as if duly adopted at a meeting of the sole member of the Company, duly called and held in accordance with the Act and the LLC Agreement.

RESOLVED, that the following persons are hereby elected to serve as officers of the Company in the office(s) set forth next to each person's name, each to serve until his successor is elected and qualified or until his earlier resignation or removal:

<u>Name</u>	<u>Office</u>
Barry J. Crawford	President and Chief Executive Officer
Victoria Hollinger	Secretary
Brian J. Blair	Treasurer
William F. Chester	Assistant Treasurer

FURTHER RESOLVED, that all previous acts taken by the proper officers of the Company, in furtherance and performance of all duties incident to the offices, be and the same are hereby ratified, approved, and confirmed as the acts of the Company.

FURTHER RESOLVED, that this Written Consent of the Sole Member may be executed either manually or in facsimile

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Member as of the date set forth above.

FMC CORPORATION:


Zakiya Barnett
Assistant Secretary

State of Idaho
Department of Water Resources

Water Right

29-2255E

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 11/15/2023



Legend

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



LEASE OF WATER RIGHTS

THIS LEASE OF WATER RIGHTS AGREEMENT ("Lease") made and entered into this 7th day of March 2024, by and between FMC Idaho LLC, whose address is 2929 Walnut Street, Philadelphia, PA 19104-5054 (hereinafter "Lessor") and American Falls Aberdeen GWD, whose address is P.O. Box 70, American Falls, ID 83211 (hereinafter "Lessee"):

RECITALS:

1. **Leased Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain water right(s) identified by the records of the Idaho Department of Water Resources ("IDWR") as follows:

Water Right No(s).	Priority	Quantity	Purpose	Period of Use
29-11342	09/01/1953	1.1 cfs	Municipal	1/1-12/31
29-2255c	05/22/1939	0.64 cfs	Industrial	1/1-12/31
29-2255e	09/16/1949	0.04 cfs	Irrigation	4/1-10/31

2. **Term.** The term of this lease shall be for a term of three (3) years, commencing on April 15, 2023, and terminating on April 14, 2026. Thereafter, this lease will only be renewed with the written approval of both parties. Annually, either party may terminate this lease upon not less than ninety (90) days advance written notice prior to April 14th of each year.

3. **Rent.** For use of the leased property, Lessee shall rent pay to Lessor on or before April 15 of each year. The annual rental amount of Forty-Two Thousand One Hundred Nine dollars and Sixty-Five cents (\$42,109.65) shall be due upon approval of the lease by IDWR allowing the use of the water by Lessee for mitigation purposes consistent with the deadlines herein.

- 3.1 The calculated amount of ground water pursuant to this Lease for water right 29-11342 is 2.18 AF per day or 796 AF per year based upon the decreed year-round use of this right.
- 3.2 The calculated amount of ground water pursuant to this Lease for water right 29-2255c is 63 AFA based upon the decree. Of this amount Lessor agrees to lease 50 ac-ft.¹
- 3.3 The calculated amount of ground water pursuant to this Lease for water right 29-2255e is 8 AFA based upon the decreed irrigation season of use for this right.
- 3.4 The agreed rental rate for ground water is \$33/acre-foot.

¹ 13 ac-ft. of water right 29-2255c is being withheld by Lessor for mitigation for remediation actions.

- 3.5 The decreed purpose of use of water right 29-11342 is municipal, which is considered a fully consumptive use to the ground water source.
- 3.6 The decreed purpose of use for water right 29-2255c is industrial, which is considered a fully consumptive use to the ground water source.
- 3.7 The decreed purpose of use for water right 29-2255e is irrigation.

4. **Non-Use by Lessor.** Lessor covenants that it will not divert or utilize the described water rights during the term of this Lease.

5. **Use by Lessee.** During the term of this Lease, Lessee shall utilize said water rights for mitigation of District members' irrigation ground water pumping, ensuring that all waters approved for use under the water rights are protected and shall comply with all applicable federal, state and local laws and all rules and regulations of any agency, including IDWR applicable to such water rights, together with all state and federal environmental and water quality laws.

6. **Representations by Lessor.** Lessor covenants and represents that it is the true and lawful owners of the water rights and the land to which they are appurtenant, that these water rights have not lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water rights.

7. **Water Supply Bank Application and Lease Approval.** The parties acknowledge and agree that it will be necessary to submit a Water Supply Bank application, this lease and necessary documentation to IDWR, and obtain IDWR approval of the use of said water rights by Lessee for mitigation purposes.

- 7.1 Lessee and Lessor will jointly seek approval of this Lease from IDWR and will cooperate with each other in securing such approval consistent with the provisions of Section 3.
- 7.2 Lessee shall be responsible for all costs associated with accomplishing the approval of this lease and, including but not limited to, paying all applicable Water Bank and other administrative fees owing to IDWR.
- 7.3 This lease is conditioned upon IDWR's approval of the use of the water rights as identified herein by Lessee for mitigation purposes and acknowledgment by IDWR that Lessee's use of the water under the lease and/or placement of the water in the state water bank constitutes beneficial use of the water and will not subject the rights to forfeiture. In the event the approval is not obtained, the lease may be terminated by either party.

8. **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 this lease or the transfer or use of the water rights by Lessee pursuant to this lease.

9. **Breach.** In the event either party breaches this lease and such defaults are not cured within thirty (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 under Idaho law by reason of such breach.

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

11. **Attorney Fees.** In the event of any litigation over this lease the prevailing party shall be entitled to recover reasonable attorney fees and costs.

12. **Binding Effect.** This Agreement shall be binding upon the respective heirs, successors and assigns of the parties.

LESSOR:

FMC IDAHO LLC

By Victoria W Hall

Date 3/11/2024

LESSEE:

AMERICAN FALLS ABERDEEN GWD

By Timothy P Deeg

Date 3/8/2024

Mansfield, Debra

From: Mansfield, Debra
Sent: Friday, April 18, 2025 9:59 AM
To: Cefalo, James; Jordan, Blake
Cc: Bank
Subject: Executed WSB Lease Contracts 1829, 1859 & 1860
Attachments: Executed WSB Lease Contracts 1829, 1859 & 1860 FMC Idaho LLC 2024-2026.pdf

Hello,

Please see the attached copies of executed WSB Lease Contracts 1829, 1859 & 1860 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

Mansfield, Debra

From: Mansfield, Debra
Sent: Friday, April 18, 2025 10:19 AM
To: 'jsimpson@martenlaw.com'
Cc: Bank
Subject: Executed WSB Lease Contracts 1829, 1859 & 1860
Attachments: Executed WSB Lease Contracts 1829, 1859 & 1860 FMC Idaho LLC 2024-2026.pdf

Hello,

Please see the attached copies of executed WSB Lease Contracts 1829, 1859 & 1860 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

April 18, 2025

FMC IDAHO LLC
C/O FMC CORPORATION
ATTN: TIFFANY KUNG
2929 WALNUT ST
PHILADELPHIA PA 19104-5054

**RE: WATER SUPPLY BANK LEASE CONTRACT 1829, 1859 & 1860
FOR WATER RIGHT 29-2255C, 29-11342 & 29-2255E**

Dear Lessor:

Water rights **29-2255C, 29-11342 & 29-2255E** are 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, 2026**, 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. C117558

c: IDWR Eastern Region Office
Water District No. 120

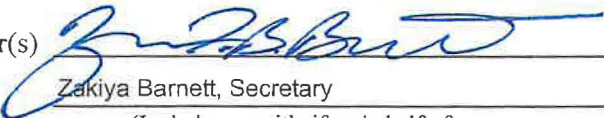
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**CHANGE IN ADDRESS**

RECEIVED

Apr 10, 2025

DEPARTMENT OF
WATER RESOURCES

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

Water Right Number(s): 29-11342; 29-2255C; 29-2255EName(s): FMC Idaho LLCOld Mailing Address: C/O John Stillmun2929 Walnut StreetPhiladelphia, PA 19104-5054New Mailing Address: FMC Corporation, Attn: Tiffany Kung, PhD, EHS Remediation2929 Walnut StreetPhiladelphia, PA 19104-5054Telephone Number: 215-299-6704Email: tiffany.kung@fmc.comSignature(s) of Owner(s) Zakiya Barnett, Secretary

(Include your title if on behalf of company or organization.)

Date: _____

Send a signed original to your closest regional office:

IDWR Northern Region
7600 N. Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

Hersley, Jean

From: John K. Simpson <jsimpson@martenlaw.com>
Sent: Thursday, April 10, 2025 9:11 AM
To: IDWR File
Cc: Cheever, Skyler; Jessica L Witt
Subject: FW: Idaho Water Supply Bank Lease Contracts and Change of Address - Executed
Attachments: FMC Idaho_State of Idaho Dept. of Water Resources_Change of Address.pdf; FMC Idaho Water Supply Bank Lease Contract No 1829.pdf; FMC Idaho Water Supply Bank Lease Contract No. 1860.pdf; FMC Idaho Water Supply Bank Lease Contract No. 1859.pdf

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John K. Simpson
Partner

M- 208 .724.2580
D – 208.424.2031
E - jsimpson@martenlaw.com
martenlaw.com
101 S. Capitol Blvd., Ste. 1200
Boise, ID, 83702



From: John K. Simpson
Sent: Wednesday, April 9, 2025 4:30 PM
To: Cheever, Skyler
Cc: Jessica L Witt
Subject: Idaho Water Supply Bank Lease Contracts and Change of Address - Executed

Skyler,

Attached please find the executed documents you requested. Please confirm that these documents satisfy FMC's obligations to the Water Supply Bank.

Thank you for your assistance.

John K. Simpson
Partner

M- 208 .724.2580
D – 208.424.2031
E - jsimpson@martenlaw.com

martenlaw.com
101 S. Capitol Blvd., Ste. 1200
Boise, ID, 83702



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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

October 2, 2024

FMC IDAHO LLC
2929 WALNUT ST.
PHILADELPHIA, PA 19104

**RE: APPLICATION TO LEASE WATER RIGHTS 29-2255C, 29-11342, 29-2255E TO THE WATER
SUPPLY BANK CONTRACTS 1829, 1859, 1860**

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

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water rights 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 Contracts are not considered final until you and the Department have both signed.

The rights will automatically be released from the Bank on **December 31, 2026**, unless the rights are released earlier by the Board, or upon your request. To release the 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. 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 Contracts, 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,

Skyler Cheever
Water Resource Agent Sr.
Idaho Dept. of Water Resources

Enclosures: Two Copies of Each Proposed Lease Contract

CC: Representative (via email)

MEMORANDUM FOR WSB LEASE APPLICATION # 2863

To: Water Right No(s). 29-2255E

From: Skyler Cheever, Water Resource Agent

Date: 5/8/2024

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

PURPOSE/NARRATIVE:

Application 2863 was sent in by FMC Idaho LLC and received by the Department on December 22nd, 2023, with the correct fee payment received on the same date. The applicant proposes to lease the entirety of water right 29-2255E into the water supply bank from 2024-2026. The application was submitted with separate applications for rights 29-2255C and 29-11342. The point of diversion is within the Snake River Basin Moratorium Area, Eastern Snake Plain Aquifer Groundwater Management Area, and Non-Trust Water Area. This application is intended as a renewal of lease contract 1243 which expired on December 31st, 2023.

AUTHORITY TO FILE:

Victoria Hollinger signed the application. Ms. Hollinger has the authority to file this agreement because a document was provided with the application and indicated she is a secretary with the company. FMC Idaho LLC is the current owner of water right 29-2255E according to Department records.

WATER RIGHT VALIDITY:

Water Right 29-2255E was decreed in 2004. According to the last lease review the applicant indicated the right was used for dust suppression from 2004-2013. All three water rights divert from a groundwater source that is contaminated and part of the Eastern Michaud Flats Superfund Cleanup Site. Water is pumped and cleaned at the City of Pocatello's water treatment facility. Prior to 2014 the Department had concerns diversion of groundwater under water rights 29-2255C and 29-11342 could cause injury to other groundwater users. Therefore, the Department and FMC Idaho LLC came to a Memorandum of Agreement (MOA) assuring 29-2255E, 29-2255C, and 29-11342 would remain unused to mitigate pumping under the Superfund Cleanup Site.

Any water right with a period of nonuse due to a Department approved mitigation plan subject to Idaho Code §42-603 is likely within a valid defense to forfeiture according to Idaho Code §42-223(10). 29-2255E has been leased into the WSB from 2020-December 31st, 2023. Any water right leased into or rented from the WSB is likely within a valid defense to forfeiture according to Idaho Code §42-223(5). Therefore, enough evidence is available to the Bank to conclude water right 29-2255E is likely not lost to forfeiture and can be leased into the WSB.

INJURY TO OTHER WATER RIGHTS:

There are no concerns leasing the entirety of 29-2255E into the WSB. Any impacts to other water users would be determined during the review of a rental application against the lease contract. There are no other injury concerns.

ENLARGEMENT OF USE:

Water right 29-2255E shares the same point of diversion with water right 29-8037. 29-2255E is not limited when combined with any other rights according to current Department records. Therefore, there are no enlargement concerns. There are no other enlargement concerns.

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 point of diversion is within basin 29 and Water District 120. The Watermaster and Eastern Regional Manager were contacted for comment on May 9th, 2024. No response was received, it is assumed there are no concerns with the applicant's proposal.

Idaho Water Resource Board

Water Supply Bank Lease Contract No. 1860

29-2255E

Effective until December 31, 2026

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.



Legend

-  Water Supply Bank Lease Point of Diversion
-  Water Supply Bank Lease Place of Use
-  Township/Range
-  Sections
-  QQ

Cheever, Skyler

From: Cheever, Skyler
Sent: Thursday, May 9, 2024 1:39 PM
To: Cefalo, James; Jordan, Blake
Subject: Water Supply Bank Lease Applications 2861, 2862, and 2863 FMC Idaho LLC
Attachments: Lease Review Memo 2861.pdf; Lease Review Memo 2862.pdf; Lease Review Memo 2863.pdf; Lease 1829 Map.pdf; Lease 1859 Map .pdf; Lease 1860 Map.pdf

Hello James and Blake,

I have completed my review of a Water Supply Bank Lease Applications 2861, 2862, and 2863 with the points of diversion within basin 29 and Water District 120. The applicant is FMC Idaho LLC. The applicant proposes to lease entirety of water rights 29-2255E, 29-11342 and a 50 AF portion of 29-2255C into the water supply bank from 2024-2026. Attached is a copy of review memos and maps of the place of use. If you have any comments on the applicant's proposals or my review, please let me know within 7 days. If you have any questions or concerns, please let me know.

Best,

Skyler

Skyler Cheever

Water Resource Agent, State Office – Idaho Dept. of Water Resources

Email: skyler.cheever@idwr.idaho.gov

Phone: 208-287-4913

Cheever, Skyler

RECEIVED

FEB 21 2024

DEPT. OF WATER RESOURCES

From: Jessica L Witt <jwitt@martenlaw.com>
Sent: Wednesday, February 21, 2024 11:36 AM
To: John K. Simpson; Cheever, Skyler
Subject: RE: FMC Idaho LLC Water Supply Bank Lease Applications: Additional Information Needed
Attachments: 2023-12-11_FMC Idaho Annual Consent of Sole Member.pdf

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Dear Skyler,

Please find attached Annual Consent of Sole Member indicating Victoria Hollinger is the officer/secretary. Please advise if this is sufficient for your request or if additional documentation will be required.

Sincerely,
Jessica

Jessica L. Witt
Contractor

O – 208.424.2033
E – jwitt@martenlaw.com
martenlaw.com
101 S. Capitol Blvd., Ste. 305
Boise, ID 83702



From: John K. Simpson <jsimpson@martenlaw.com>
Sent: Wednesday, February 21, 2024 8:53 AM
To: Jessica L Witt <jwitt@martenlaw.com>
Subject: FW: FMC Idaho LLC Water Supply Bank Lease Applications: Additional Information Needed

John K. Simpson
Partner

M- 208 .724.2580
D – 208.424.2031
E – jsimpson@martenlaw.com
martenlaw.com
101 S. Capitol Blvd., Ste. 305
Boise, ID, 83702



From: Cheever, Skyler <Skyler.Cheever@idwr.idaho.gov>
Sent: Tuesday, February 20, 2024 9:34 AM

To: John K. Simpson <jsimpson@martenlaw.com>

Cc: victoria.hollinger@fmc.com

Subject: FMC Idaho LLC Water Supply Bank Lease Applications: Additional Information Needed

Hello Mr. Simpson,

I have currently begun my review of the three lease applications submitted by FMC Idaho LLC for water rights 29-2255C, 29-2255E, and 29-11342. However, I am unable to determine if Victoria Hollinger has the authority to sign these applications according to the information, I have available through the Idaho Secretary of States Office Database. Please provide documentation demonstrating Ms. Hollinger has the authority to sign these applications on behalf of FMC Idaho LLC. If you have any questions or concerns, please let me know.

Best,

Skyler

Skyler Cheever

Water Resource Agent, State Office

Email: skyler.cheever@idwr.idaho.gov

Phone: 208-287-4913

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Hersley, Jean

From: Jessica L Witt <jwitt@martenlaw.com>
Sent: Monday, March 25, 2024 2:20 PM
To: IDWR File
Cc: Cheever, Skyler; John K. Simpson
Subject: FMC Idaho LLC Water Supply Bank Lease Applications
Attachments: 20240307 Lease of Water Rights_Executed.pdf

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Dear IDWR,

Attached for filing, please find the executed WSB lease agreement for FMC Idaho, LLC.

Jessica

Jessica L. Witt
Contractor

O - 208.424.2033
E - jwitt@martenlaw.com
martenlaw.com
101 S. Capitol Blvd., Ste. 305
Boise, ID 83702



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