

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 913

RECEIVED

APR 29 2025

DEPT. OF WATER RESOURCES

This is to certify that:

TERRA VIEW LLC
3858 N GARDEN CENTER WAY #200
BOISE, ID 83703

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

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
63-11995	2/25/1993	GROUND WATER	0.30	134.5	29.9	0.010	4.50
63-11996	2/25/1993	GROUND WATER	0.29	120.2	26.7	0.011	4.50
63-12450	5/4/1998	GROUND WATER	0.23	254.7	56.6	0.004	4.50
Combined Rental Totals			0.82	254.7	56.6	0.014	4.50

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2024. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2024, whichever occurs last.

Annual Rental Fee:

2024: \$5,858.10

The full fee for the rental of the above-described right(s) is \$5,858.10 for 2024. The rental fee includes an administrative fee of \$585.81 for 2024.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
AESTHETIC STORAGE	0.82	223.4
Combined Total	0.82	223.4

*** The authorized water usage reflects a reduction from the water right elements rented, to account for a Change in Nature of Use from Irrigation to Aesthetic Storage.**

Detailed water right conditions are attached.

STATE OF IDAHO
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WATER SUPPLY BANK RENTAL AGREEMENT No. 913

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



Signature of Renter

4-25-2025

Date

Justin Martin

Printed Name

Authorized Agent

Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By 

BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Date 5/1/25

Rental approved by IDWR 

Date 5/1/25

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 913

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER 4NWNW Sec. 3, Twp 04N, Rge 01W, ADA County

BENEFICIAL USE

AESTHETIC STORAGE

DIVERSION RATE

0.82 CFS

VOLUME

223.4 AF

SEASON OF USE

Water Right No.	From	To
63-11995	1/1	12/31
63-11996	1/1	12/31
63-12450	1/1	12/31

RENTERS PLACE OF USE: AESTHETIC STORAGE

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	01W	34			X						X	X	X	X		X	X		X

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. The water rented under this agreement is appurtenant to irrigation of 56.6 acres.
10. This rental agreement does not authorize the construction of a well.
11. The eleven ponds established by the storage of water under this rental shall not exceed a total capacity of 223.4 acre-feet or a total surface area of 17.1 acres.

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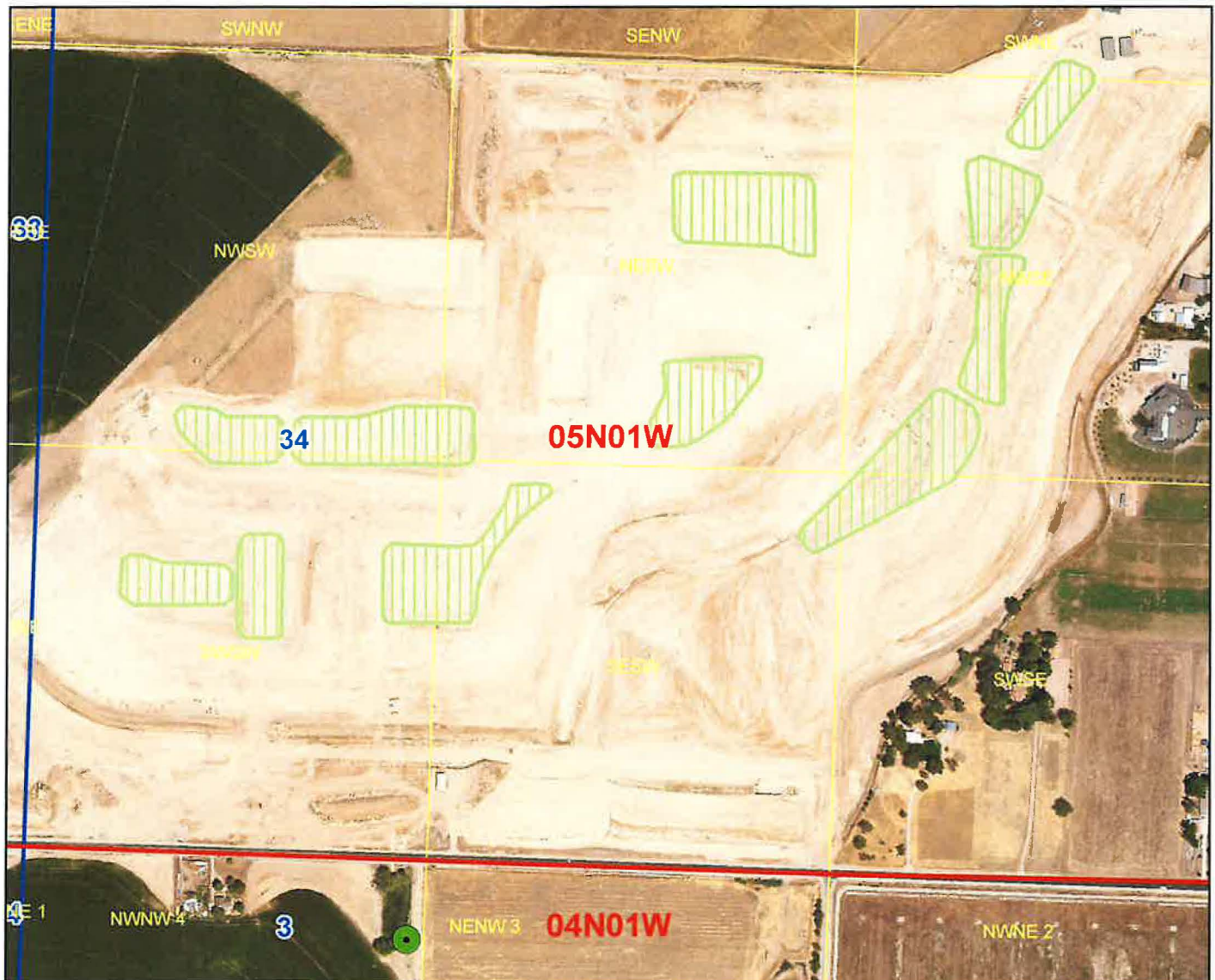
WATER SUPPLY BANK RENTAL AGREEMENT No. 913

12. This rental authorizes a total annual storage volume of 223.4 acre-feet, 180.2 acre-feet to be used for the initial filling or carryover storage of the pond and 43.2 acre-feet for the replacement of losses caused by evaporation.

Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 913

Effective until December 31, 2025

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



Legend

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



0 750 1,500 Feet

**APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK****Applicant Name:** Terra View LLC**Is this application being submitted with a lease application as a lease/rental package?**Yes ☐ No ☒

If yes, specify companion water rights in Section 4

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

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

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

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

MINIMUM REQUIREMENT CHECKLIST**Check All Items as Either Attached (Yes) or Not Applicable (N/A)****Yes**

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

- | | | |
|----|-------------------------------------|--|
| 2 | ☒ | A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request |
| 3A | ☐ | ☒ Detailed information on a proposed use of rental water |
| 3F | ☐ | ☒ Authorization from the owner/operator of the rental point(s) of diversion |
| 3H | ☒ | ☐ Water modeling to account for the impacts of the rental request |
| 3J | ☒ | ☐ Documents justifying a rate of flow greater than 0.02 cfs/acre |
| 3K | ☒ | ☐ Authorization from the owner/operator of the property at the proposed rental place(s) of use |
| 4B | ☐ | ☒ Explanation of how the rental water will sufficiently accomplish your rental purposes |
| 4C | ☒ | ☐ Explanation of consumptive use amounts for water rights experiencing a change in nature of use |

Department Use Only – Proposed Water Right(s)

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Terra View LLC

Mailing Address 3858 N Garden Center Way #200 Boise ID 83703

Street

City

State

Zip Code

Email Address justin@legacyidaho.com

Phone Number _____

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐
If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative Molly Gould

Professional Title Project Manager

Organization Ardurra

Relationship to Applicant Representative

Mailing Address 1144 South Silverstone Way, Suite 320 Meridian ID 83642

Email Address mgould@ardurra.com

Phone Number 252-725-2816

2. MAP

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

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

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

We are requesting a water right rental in order to fill 11 aesthetic ponds. These ponds are multipurpose: aesthetic and, during the irrigation season, these ponds will also serve as the holding pond for the Farmers Union Ditch Company water shares that will be used to irrigate the subdivision. Map of POD and POU is in Attachment 3A

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

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
CFS	223.4 AF	CFS	180.2 AF	AC

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

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

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
11/1/2024	05/01/2024	☒ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ Process application as soon as possible	☒ Return application to applicant

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

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

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

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

Water will be pumped from a well on the south side of Beacon Light Rd in to a storage pond, then pumped to ponds shown on the POU map through existing piping. Plans are included as Attachment 3D.

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

POD Description	Water Source	Other Water Rights Diverted from this POD
Pump	Ground water	63-35144, 63-34663

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

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

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

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

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

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

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

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

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

No water right are held currently for this POU for aesthetic nature of use. A water right transfer (88118) was submitting in 2022 but is being amended. A WSB rental was recommended by IDWR.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☐ No ☒

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

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

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

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL			
						CFS	AF	AC

**Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.*

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

If a lower rate is assigned, ponds will be filled at a slower rate. As long as the rate exceeds the evaporation, the intended purpose can be met.

C. Does your rental request propose to change the nature of use for any water right(s) being rented?

Yes ☒ No ☐

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C**:

TBD based on the water right selected.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☒ No ☐
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☒ No ☐
If yes, describe:

A water right transfer request (#88118) was submitting in 2022. The rights were spilt but not transferred due to a nature of use/ET calculation discrepancy. During the amendment process, the option of a WSB rental for the initial fill was presented.

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☒
If yes, describe the date and location of the NOV.

- D. Additional Information

The water right transfer application (#88118) is being amended to cover the yearly ET losses of the ponds. This rental would be for the initial fill only. The "desired volume" listed in 3b would cover the fill and ET for the first year. The minimum volume would cover the fill only.

DECLARATION

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



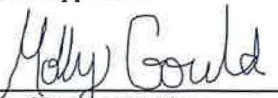
Signature of Applicant

Justin Martin

Printed Name of Applicant

10-31-2024

Date



Signature of Representative

Molly Gould

Printed Name of Representative

10/30/2024

Date

Mail to:

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

SEC34 T05N
R01W SWNE

SEC34 T05N
R01W NESW

SEC34 T05N
R01W NWSE

SEC34 T05N
R01W SESW

SEC34 T05N
R01W SWSE

SEC3 T04N
R01W NENW

SEC3 T04N
R01W NWNE

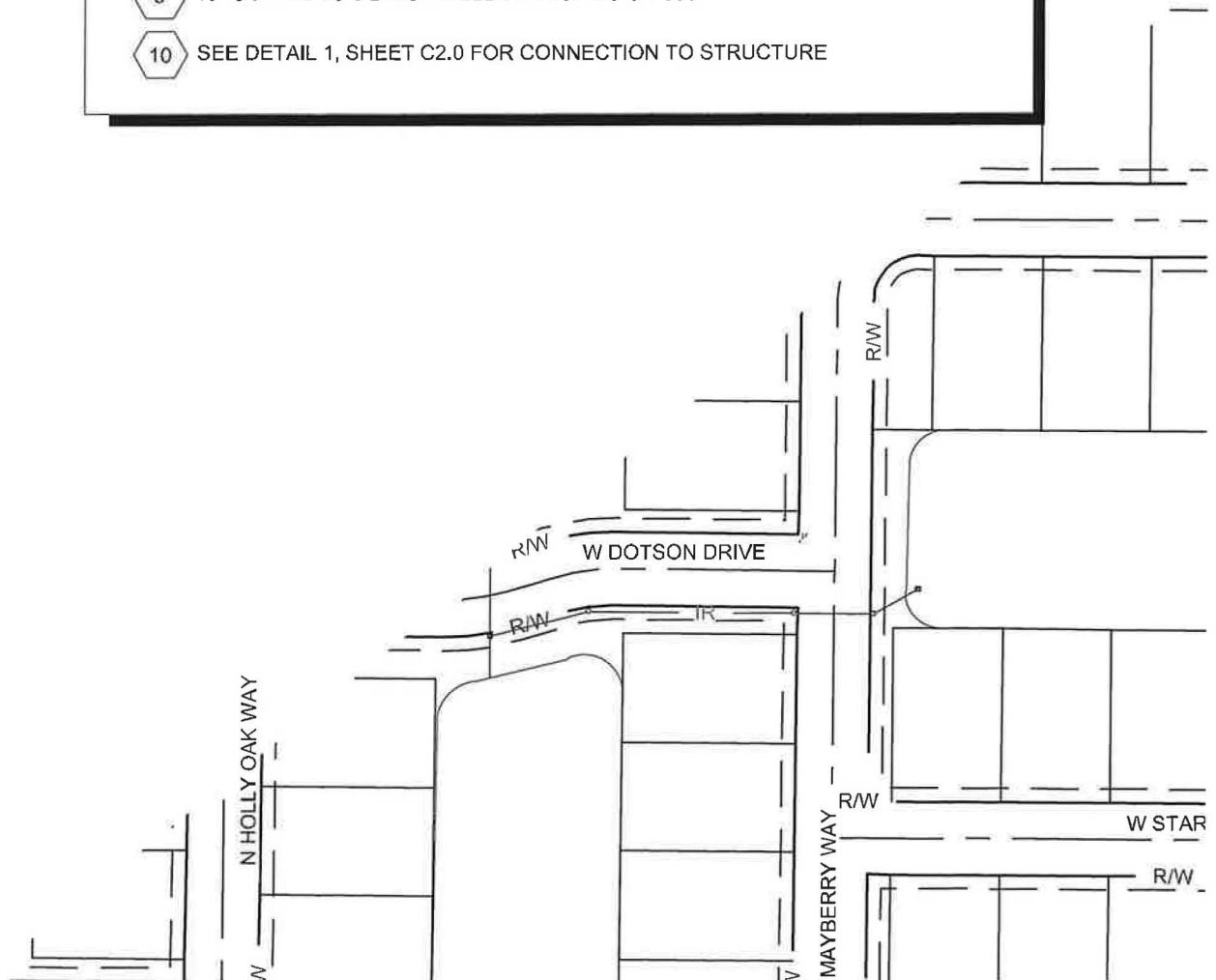
2471 S TITANIUM PLACE
MERIDIAN, ID 83642
PHONE: 208.323.2288 WWW.ARDURRA.COM

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KEY NOTES

- 1 8" GATE VALVE
- 2 ELBOW 8", 90°
- 3 ELBOW 8", 22.5°
- 4 ELBOW 8", 11.25°
- 5 ELBOW 8", 45°
- 6 8" TEE WITH FIBERGLASS VALVE BOX PER ISPWC SD-902
- 7 MAINTAIN 1.5' OF VERTICAL SEPARATION AT WATER CROSSING
- 8 P.C.C. THRUST BLOCK PER ISPWC STANDARD DRAWING NO. SD-403 (AS REQUIRED, EVEN IF NOT SHOWN)
- 9 15" SLEEVE TO BE INSTALLED PER ISPWC SD-306
- 10 SEE DETAIL 1, SHEET C2.0 FOR CONNECTION TO STRUCTURE



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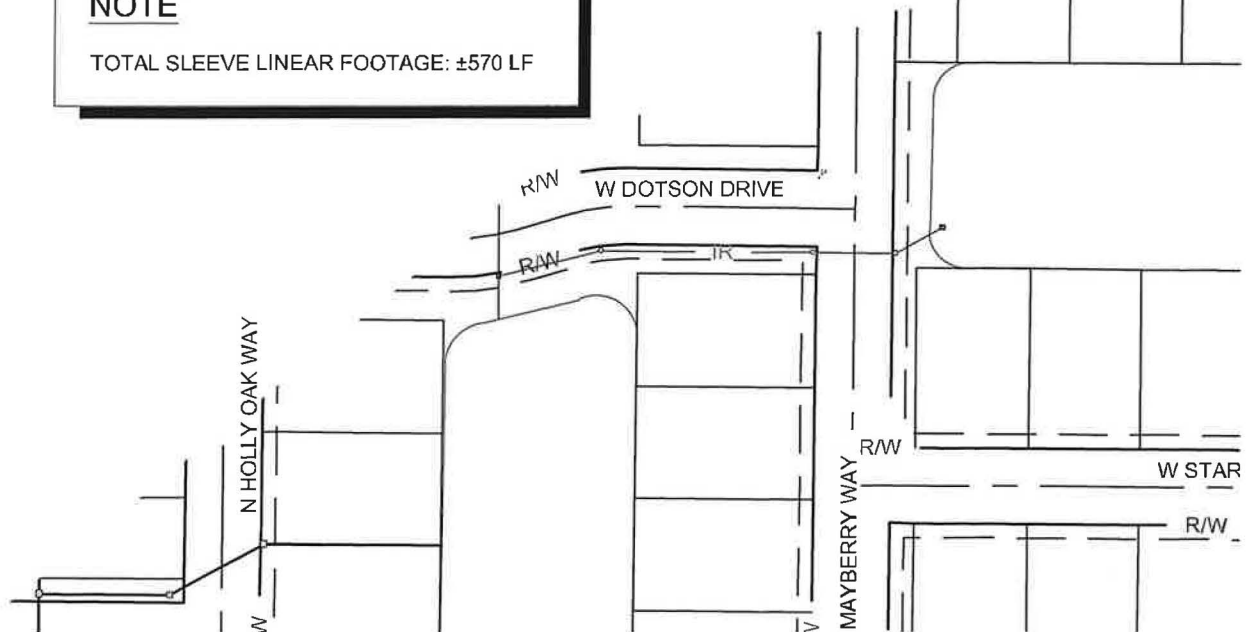
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- 10 SEE DETAIL 1, SHEET C2.0 FOR CONNECTION TO STRUCTURE
- 11 GROUNDWATER PUMP STATION, SEE SHEETS C5.1-C5.2 FOR DETAILS
- 12 INSTALL AIR VENT STATION
- 13 INSTALL DRAIN

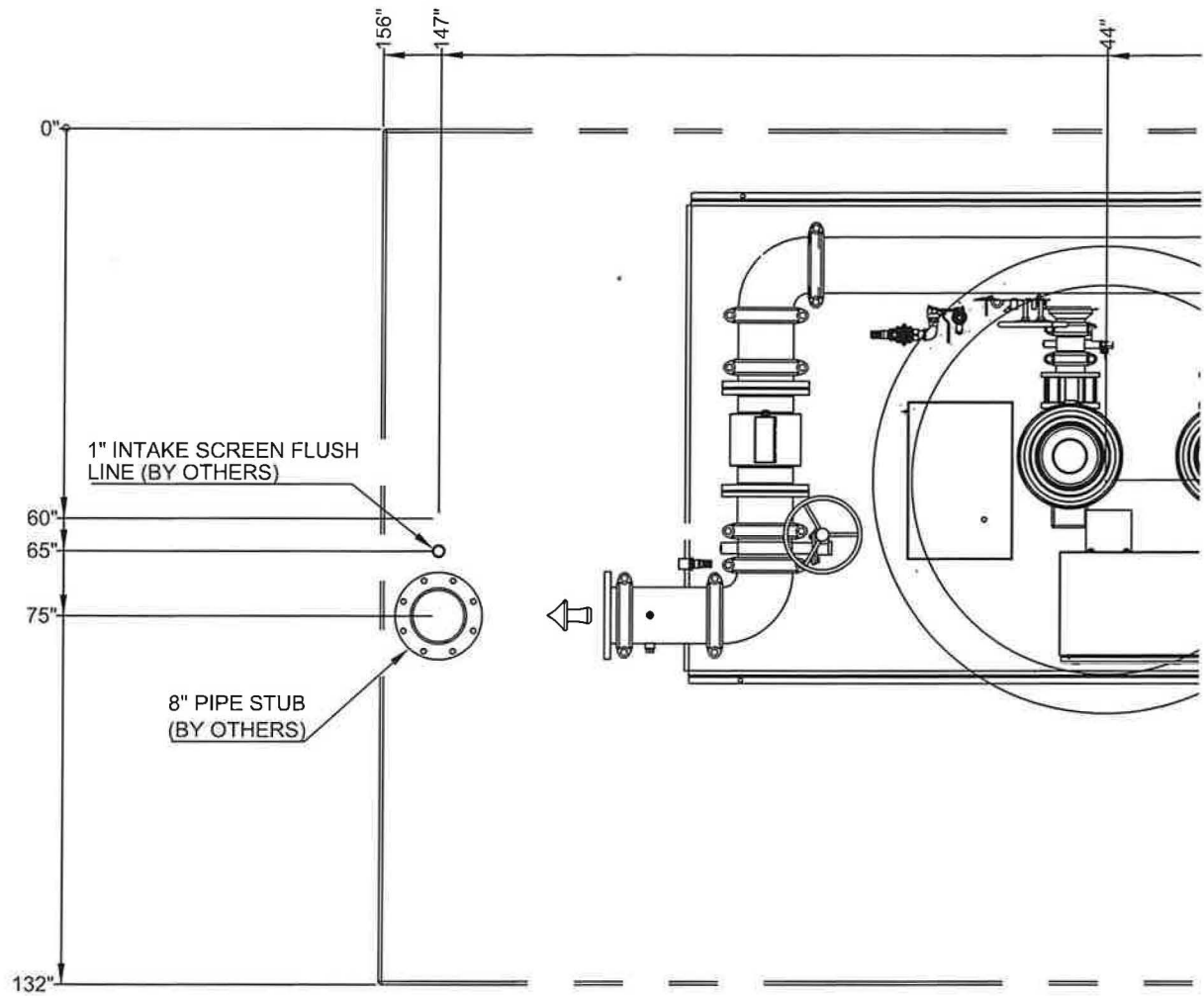


NOTE

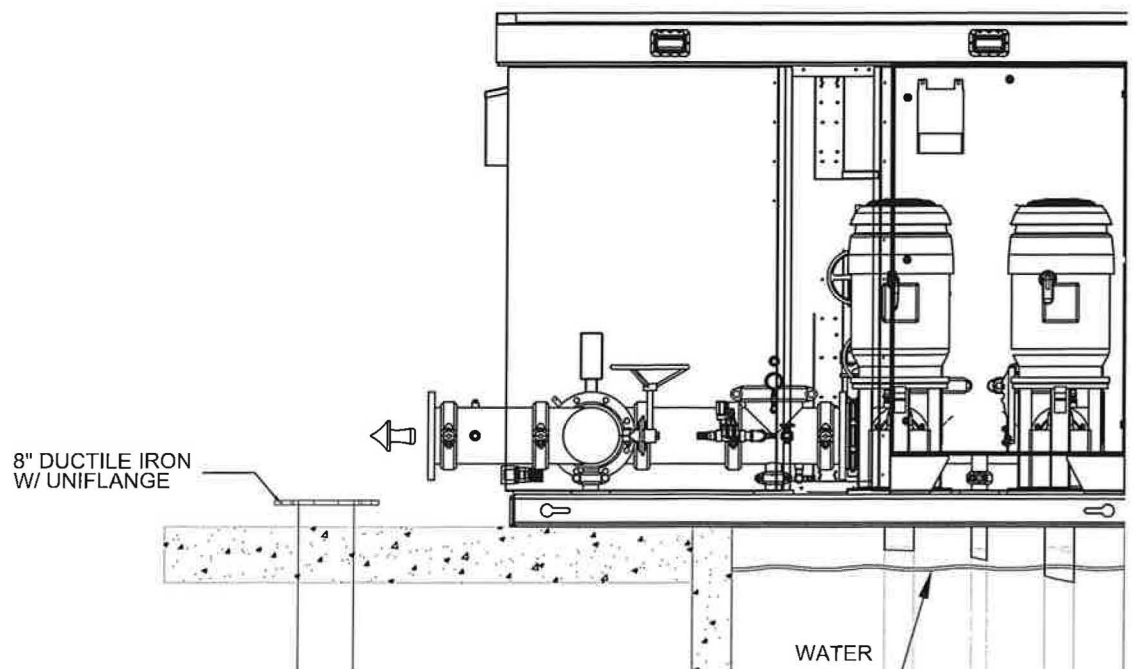
TOTAL SLEEVE LINEAR FOOTAGE: ±570 LF



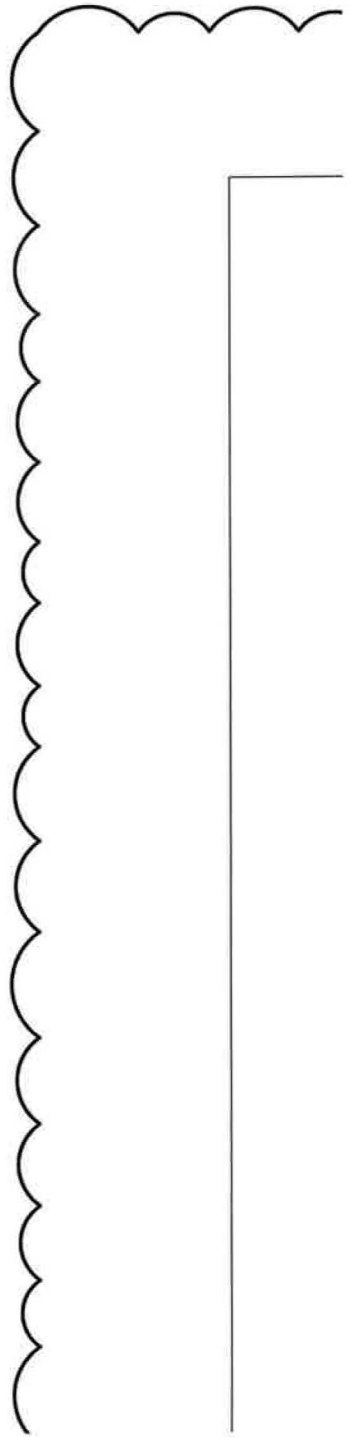
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WET WELL LAYOUT & MINIMUM CLEARANCE



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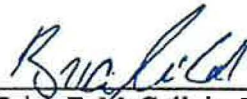
STATEMENT OF AUTHORITY

1. The name of the limited liability company is Terra View, LLC, an Idaho limited liability company (hereinafter the "Company").
2. The name and address of the Company's registered agent is Brian F. McColl at 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703.
3. The street and mailing address of the Company's Idaho designated office is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703.
4. The Company's sole members are Marty Goldsmith and JM Consolidated, LLC.
5. The Company's Manager is Developers Services, Inc.
6. The Company hereby authorizes Justin G. Martin, in his capacity as Trustee of the Justin G. Martin Trust, Member of JM Consolidated, LLC, one of the Members of the Company, to (i) execute instruments transferring real property held in the name of the Company; and (ii) enter into other transactions on behalf of or otherwise act for or bind the Company, including executing any documents needed to obtain financing with commercial banking institutions, including but not limited to a line of credit, corporate credit card and/or term loans, as he deems advisable for the operation of the Company's affairs, and is further appointed to sign on behalf of the Company all loan applications and loan documents, including promissory notes, real property deeds of trusts and personal property security agreements.

DATED this 1st day of August 2022.

TERRA VIEW, LLC

BY: ITS MANAGER: DEVELOPERS SERVICES, INC.

By 
Brian F. McColl, its President

AND

BY: ITS MEMBER: JM CONSOLIDATED, LLC,
By Justin G. Martin Trust, its Member

By 
Justin G. Martin, its Trustee

AND

BY: _____
Marty Goldsmith, its Member

STATEMENT OF AUTHORITY

1. The name of the limited liability company is Arctic Wild, LLC, an Idaho limited liability company (hereinafter the "Company").

2. The name and address of the Company's registered agent is Brian F. McColl at 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703.

3. The street and mailing address of the Company's Idaho designated office is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703.

4. The Company's sole members are Marty Goldsmith and JM Consolidated, LLC.

5. The Company's Manager is Developers Services, Inc.

6. The Company hereby authorizes Justin G. Martin, in his capacity as Trustee of the Justin G. Martin Trust, Member of JM Consolidated, LLC, one of the Members of the Company, to (i) execute instruments transferring real property held in the name of the Company; and (ii) enter into other transactions on behalf of or otherwise act for or bind the Company, including executing any documents needed to obtain financing with commercial banking institutions, including but not limited to a line of credit, corporate credit card and/or term loans, as he deems advisable for the operation of the Company's affairs, and is further appointed to sign on behalf of the Company all loan applications and loan documents, including promissory notes, real property deeds of trusts and personal property security agreements.

DATED this 1st day of August 2022.

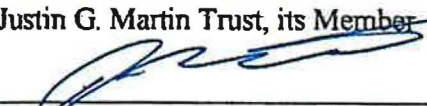
ARCTIC WILD, LLC

BY: ITS MANAGER: DEVELOPERS SERVICES, INC.

By 
Brian F. McColl, its President

AND

BY: ITS MEMBER: JM CONSOLIDATED, LLC,
By Justin G. Martin Trust, its Member

By 
Justin G. Martin, its Trustee

AND

BY:  
Marty Goldsmith, its Member

STATEMENT OF AUTHORITY

1. The name of the limited liability company is TV 44, LLC, an Idaho limited liability company (hereinafter the "Company").

2. The name and address of the Company's registered agent is Brian F. McColl at 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703.

3. The street and mailing address of the Company's Idaho designated office is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703.

4. The Company's sole members are Lost Canyon Ranch, LLC and JM Consolidated, LLC.

5. The Company's Manager is Justin Martin.

6. The Company hereby authorizes Justin Martin, in his capacity as Manager of the Company to (i) execute instruments transferring real property held in the name of the Company; and (ii) enter into other transactions on behalf of or otherwise act for or bind the Company, including executing any documents needed to obtain financing with commercial banking institutions, including but not limited to a line of credit, corporate credit card and/or term loans, as he deems advisable for the operation of the Company's affairs, and is appointed to sign on behalf of the Company all loan applications and loan documents, including promissory notes, real property deeds of trusts and personal property security agreements.

DATED this 17th day of November 2020.

TV 44, LLC

BY: ITS MEMBER: LOST CANYON RANCH, LLC,

By Brian F. McColl
Brian F. McColl, its Manager

AND

BY: ITS MEMBER: JM CONSOLIDATED, LLC, by
J. G. Martin Trust, its Member,

By Justin G. Martin
Justin G. Martin, its Trustee

AND

BY: Justin Martin
Justin Martin, Manager



0005415569

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***ANNUAL REPORT**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0005415569

Date Filed: 10/2/2023 10:56:02 AM

Entity Name and Mailing Address:

Entity Name: TV 44, LLC
Foreign Name (name in home jurisdiction): TV 44, LLC
The file number of this entity on the records of the Idaho Secretary of State is: 0003354455
Address: 3858 N GARDEN CENTER WAY
STE 200
BOISE, ID 83703-5008

Entity Details:

Entity Status: Active-Existing
This entity is organized under the laws of: WYOMING
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:

The registered agent on record is:

Registered Agent: BRIAN F MCCOLL
Registered Agent
Physical Address
3858 N GARDEN CENTER WAY
STE 200
BOISE, ID 83703
Mailing Address

Agent or Address Change

☐ Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	Title	Business Address
Justin Martin	Manager	1191 E IRON EAGLE DR, STE 100 EAGLE, ID 83616

The annual report must be signed by an authorized signer of the entity.

Job Title: Attorney for TV44 LLC

Brian F. McColl

Sign Here

10/02/2023

Date

BUB42-0000 10/02/2023 10:56 AM RECEIVED BY OFFICE OF THE IDAHO SECRETARY OF STATE



0005812345

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File #: 0005812345

Date Filed: 7/8/2024 4:17:35 PM

Entity Name and Mailing Address:

Entity Name: DEVELOPERS SERVICES, INC.
The file number of this entity on the records of the Idaho Secretary of State is: 0000368092
Address: 3858 N GARDEN CENTER WAY
STE 200
BOISE, ID 83703-5008

Entity Details:

Entity Status: Active-Good Standing
This entity is organized under the laws of: IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: C119874

The registered agent on record is:

Registered Agent: BRIAN F MCCOLL
Registered Agent
Physical Address
3858 N GARDEN CENTER WAY
STE 200
BOISE, ID 83703
Mailing Address

Agent or Address Change

☐ Select if you are appointing a new agent.

Corporate Officers and Directors:

Name	Title	Business Address
Brian F. McColl	President	3858 N. GARDEN CENTER WAY STE. 200 BOISE, ID 83703
MARTY GOLDSMITH	Secretary	6401 W. FLOATING FEATHER RD. EAGLE, ID 83616

The annual report must be signed by an authorized signer of the entity.

Job Title: President

Brian F. McColl

Sign Here

07/08/2024

Date

0005812345 07/08/2024 4:17 PM RECEIVED BY OFFICE OF THE IDAHO SECRETARY OF STATE



0005875636

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***ANNUAL REPORT**

Idaho Secretary of State

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(208) 334-2301

Filing Fee: \$0.00

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File #: 0005875636

Date Filed: 9/2/2024 2:44:58 PM

Entity Name and Mailing Address:

Entity Name: TERRA VIEW, LLC
The file number of this entity on the records of the Idaho Secretary of State is: 0000470949
Address: 3858 N GARDEN CENTER WAY
STE 200
BOISE, ID 83703-5008

Entity Details:

Entity Status: Active-Existing
This entity is organized under the laws of: IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W154959

The registered agent on record is:

Registered Agent: BRIAN F MCCOLL
Registered Agent
Physical Address
3858 N GARDEN CENTER WAY
STE 200
BOISE, ID 83703
Mailing Address

Limited Liability Company Managers and Members

Name	Title	Business Address
Developers Services, Inc.	Manager	3858 N. GARDEN CENTER WAY STE. 200 BOISE, ID 83703

The annual report must be signed by an authorized signer of the entity.

Job Title: President of Developers Services, Inc., Manager

*Brian F. McColl**09/02/2024*

Sign Here

Date

BU942-9538 09/02/2024 2:45 PM RECEIVED BY OFFICE OF THE IDAHO SECRETARY OF STATE



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

May 12, 2025

TERRA VIEW LLC
3858 N GARDEN CENTER WAY #200
BOISE, ID 83703

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-11995, 63-11996, 63-12450, AGREEMENT 913**

Dear Renter:

Please find enclosed a receipt in the amount of **\$5,858.10** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 254.7 acre-feet of water for Aesthetic Storage during 2024. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$5,272.29 of the rental fee will be paid to the lessor(s) and 10% or \$585.81 will be retained by the Department to offset administrative costs.

Sincerely,

Debra Mansfield

for
Water Supply Bank

Enclosures: Receipt No. C121017
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Western Regional Office
Representative

Mansfield, Debra

From: Mansfield, Debra
Sent: Friday, May 9, 2025 3:05 PM
To: IdwrPayable; Miller, Nick; mgould@ardurra.com
Cc: Bank
Subject: Executed WSB Rental Agreement 913
Attachments: Executed WSB Rental Agreement 913 TERRA VIEW LLC 2024.pdf

Hello,

Please see the attached copy of executed WSB Rental Agreement 913, in the name of Terra View LLC, 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

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Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

April 23, 2025

TERRA VIEW LLC
3858 N GARDEN CENTER WAY #200
BOISE, ID 83703

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-11995, 63-11996, and 63-12450, AGREEMENT 913**

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

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$5858.10 per year was calculated based on the current rental rate of \$23.00 per acre-foot times a diversion volume of 254.7 acre-feet.

Please send a check for \$5858.10 for 2024 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, 90% or \$5272.29 of the rental fee will be paid to the lessor(s) and 10% or \$585.81 will be retained by the Department to offset administrative costs for **2024**.

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

Sincerely,

Aaron Olsen

for
Water Supply Bank

Enclosure: Rental Agreement

c: IDWR Front Desk

MEMORANDUM FOR AGREEMENT # 913

To: Water Right(s)

From: Aaron Olson

Date: 1/23/2025

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

PURPOSE/NARRATIVE:

The Water Supply Bank (WSB) received rental application 3092 on October 31, 2024, on behalf of Terra View LLC. The application did not identify specific water rights and requests 223.4 acre-feet of water for aesthetic storage use. Review staff identified water rights 63-11995, 63-11996, and 63-12450 leased under contract 1363 could satisfy the rental. This application proposes to cover the volume for a one-time ground water fill of several aesthetic ponds that occurred in 2024. The annual losses of the ponds will be covered by transfer of existing rights once the initial fill is completed. The proposed point of diversion and place of use are in basin 63 and not within the boundaries of any ground water management areas or other areas of concern.

AUTHORITY TO FILE:

The application was signed by Justin Martin. A statement of authority was submitted with the application showing that Justin is a trustee member of Terra View LLC and has authority to sign on behalf of the applicant. The proposed place of use is land owned by the applicant and the proposed point of diversion is on land owned by Arctic Wild LLC. A second statement of authority was submitted showing that Justin is also a trustee member of Arctic Wild LLC. The applicant also has several existing water rights with the same point of diversion.

WATER RIGHT VALIDITY:

Water rights 63-11995, 63-11996, and 63-12450 were licensed on May 22, 2003. The full amount of the rights was leased to the WSB beginning in 2005 and have been continuously leased since. Review of aerial photography shows no evidence that irrigation has occurred at the place of use since the rights were leased and the lessor has been compliant with conditions of their lease. There are no concerns of validity for the rights proposed to be rented.

INJURY TO OTHER WATER RIGHTS:

The proposed point of diversion is a well approximately 5.7 miles in distance from the lease POD and there will be no change in source. The leased rights and proposed rental location are both within basin 63 and both use ground water. The locations are not within any active ground water management areas or any other areas of concern. There are no concerns of injury.

ENLARGEMENT OF USE:

The nature of use of the rented rights will be changed from irrigation to aesthetic storage. ET Idaho data at the Boise WSFO Airport Station (NWS -- USC00101022) shows the historical consumptive use of irrigation to be 3.95 feet per year when using the values for alfalfa – peak (no cutting effects). To cover the 223.4 acre-foot initial fill of the proposed ponds 56.6 acres will need to be rented ($223.4 \text{ af} / 3.95 \text{ ft/yr} = 56.6 \text{ acres}$). The involved rights have a combined limit total volume per acre of 4.5 acre-feet per acre so the total volume for the rental will be 254.7 acre-feet ($56.6 \text{ ac} \times 4.5 \text{ af} = 254.7 \text{ af}$). There are no additional storage water rights overlapping the proposed place of use. This rental application is a one-time use intended to cover the initial fill of several ponds, once the initial fill is complete for the ponds the annual losses will be covered by a transfer of existing water rights owned by the applicant. An adjudication condition

exists on the rights to be rented that states the rights are supplemental to Willow Creek surface water use unless the SRBA Court determines that there are no valid Willow Creek water rights. No Willow Creek water rights were found to exist that would make these rights supplemental to surface water. There are no concerns of enlargement.

LOCAL PUBLIC INTEREST:

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

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES:

The rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:

The proposed location of the rental is within the Western Region and is not administrated by a water district. A request for comments was sent to the Western Regional Office Manager on February 14, 2025.

Olson, Aaron

From: Olson, Aaron
Sent: Friday, February 14, 2025 4:20 PM
To: Miller, Nick
Subject: WSB rental application 3092 agreement 913 request for comment
Attachments: App 3092 Review Memo.docx; Rental App 3092 Agreement 913 Move Map.pdf; Rental App 3092 Agreement 913 Map.pdf

Good Afternoon Nick,

The Water Supply Bank received an application to rent water rights 63-11995, 63-11996, and 63-14250. Attached is a copy of the review memo, and maps for your review. Please provide any comments or concerns you have with the proposed rental within the next 7 days. If no comments are received in the next 7 days, I will assume there are no issues with this rental and proceed with processing.

Sincerely,

Aaron

Aaron Olson - Water Resource Agent, Principal
Idaho Dept. of Water Resources
322 E Front St Ste 648
Boise, ID 83702-7371
(208) 287-4907
Aaron.Olson@idwr.idaho.gov