

WATER SUPPLY BANK LEASE CONTRACT

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

LESSOR: GARY SUMMERS
1177 E 9TH N
REXBURG ID 83440
208-351-0077

RECEIVED

SEP 12 2016

**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. On July 18, 2016, the Lessor filed an application to lease the water right described below into the Water Supply Bank.
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 the 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 RIGHT:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water right described as follows:

Summary of Water Right or Portion Leased to the Bank

Water Right	Priority Date	Source	Tributary	Leased Rate	Annual Leased Volume	Total Leased Acres
22-14026	06/19/1961	GROUND WATER	NA	1.58 cfs	391.0 af	130.4 ac

Lease Totals 1.58 cfs 391.0 af 130.4 ac

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, 2016 to December 31, 2020. 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.
5. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

SCANNED
SEP 27 2016

WATER SUPPLY BANK LEASE CONTRACT

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

GARY SUMMERS
1177 E 9TH N
REXBURG ID 83440

By *Gary Summers*
Printed Name GARY Summers

Date Sept. 7, 2016
Title _____

IDAHO WATER RESOURCE BOARD
322 EAST FRONT ST
PO BOX 83720
BOISE ID 83720-0098

By *Brian Patton*
Brian Patton, Acting Administrator
Idaho Water Resource Board

Date 9/20/2016

Lease approved by IDWR *Ch. Weller*

Date 9-20-2016

ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE
WATER RIGHT NO. 22-14026

The water right or portion thereof leased to the bank is described as follows:

Lessor: GARY SUMMERS
1177 E 9TH N
REXBURG ID 83440
208-351-0077

Location of Point(s) of Diversion for Water Right 22-14026

GROUND WATER NENE Sec. 12, Twp 05N, Rge 45E, TETON County

<u>Water Right</u>	<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
22-14026	IRRIGATION	04/15	to 10/15	1.58 cfs	391.0 af
Total:				1.58 cfs	391.0 af

Place of Use to be Idled Under This Lease: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	45E	11			5.2	25.7													30.9
05N	45E	12	24.0	34.6					15.6	25.3									99.5

Total Acres: 130.4

Conditions Applicable to Leased Water Right

1. The water right 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, nor does it improve the status of the right or accomplish the 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 after the following rental season.
11. The water right leased to the bank is 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. The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than November 24, 2008.

Idaho Water Resource Board Water Supply Bank Lease

22-14026

Effective until December 31, 2020

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

Townships

PLS Sections

Quarter Quarters



0 500 1,000 Feet

STATE OF IDAHO
WATER RESOURCE BOARD

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

RECEIVED
JUL 18 2016
DEPARTMENT OF
WATER RESOURCES

Designated Applicant Gary Summers

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

Water Right No. 22-14026

(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: dyDate Received: 7/18/2016Receipt # C102278W-9 received? Yes ☒ No ☐ (Route W-9 to Fiscal)Name on W-9: Gary D. Summers

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 Gary Summers

Mailing Address 1177 E 9th N Rexburg ID 83440
Street City State Zip Code

Email Address _____ Phone Number 208-351-0077

☐ 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 Kristin Moore Organization Rocky Mountain Environmental Associates

Professional Title Senior Water Right Analyst Email Address kristin.rmea@gmail.com

Mailing Address 482 Constitution Way Ste 303 Phone Number 208-524-2353

☐ 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.
Well to pump to mainline and sprinklers.

- 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. Applicant owns 20 shares of Grand Teton Canal Co., but they have not been used on this property since selling the lots of the subdivision beginning in the 1980s.

- 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. Some subdivision lots receive domestic water (1/2 ac irrigation) from private wells.

- 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. Water has not been diverted within the last 5 years. See below for forfeiture explanation.

- 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 water right was decreed in 2008. Prior to 5 years of non-use since the decree, applicant applied to lease his owned portions to the Water Supply Bank. It was accepted into the Water Supply Bank in 2013 to protect it from forfeiture.

- 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: 2016 to 2020 (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

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.

Gary Summers
Signature of Designated Applicant

Gary Summers
Printed Name

3-21-16
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**

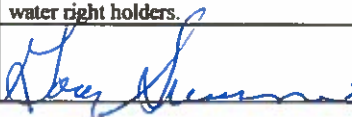
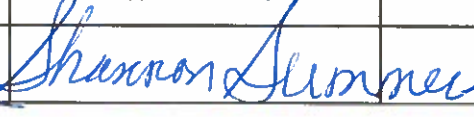
ATTACHMENT 1A

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). 22-14026

	Designated Applicant	Applicant #2	Applicant #3
Name	Gary Summers	Shannon Summers	
Mailing Address	1177 E 9th N Rexburg, ID 83440	1177 E 9th N Rexburg, ID 83440	
Phone Number	208-351-0077	208-356-7803	
Email Address			
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			

	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			

TO: IDAHO DEPARTMENT OF WATER RESOURCES

FROM: GARY AND SHANNON SUMMERS

RE: Authorized Representatives

Rocky Mountain Environmental Associates, Inc.
482 Constitution Way 303
Idaho Falls, ID 83402
(208) 524-2353 / (208) 524-1795 Fax

The following are designated representative of Rocky Mountain Environmental Associates, Inc.:

John R. Rice, Jr. _____ President
W. Roger Warner _____ Vice-President
Keith C. Wilson _____ Senior Water Rights Analyst
Kristin M. Moore _____ Senior Water Rights Analyst _____ (PRIMARY CONTACT)
Chad Jensen _____ Staff Water Rights Analyst

This authorizes these individuals to act as Representatives on behalf of Gary and Shannon Summers. These representatives may submit information for the Summers', but are not authorized to sign for them. This designation is only for the Water Banking of their titled portions of Water Right No. 22-14026.

Gary Summers
Signature

GARY SUMMERS 3.21.16
Printed Name Date

Shannon Summers
Signature

Shannon Summers 3.21.16
Printed Name Date

**STATE OF IDAHO
WATER RESOURCE BOARD**

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

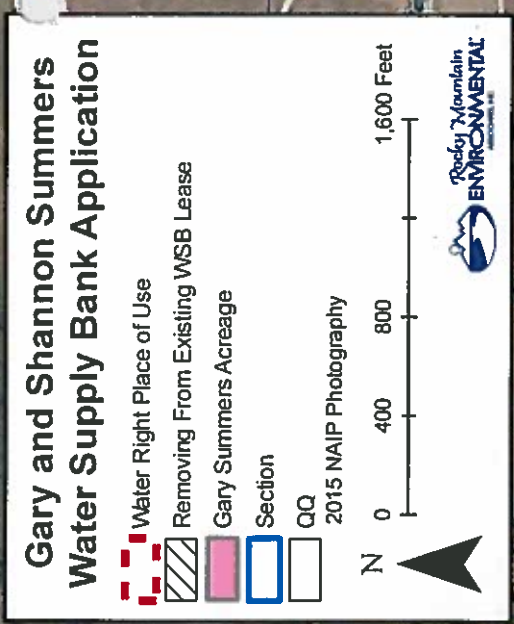
DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. <u>Water Right Number</u>	Nature of Use	Leased Rate (cfs)	Leased Volume (af)	Leased Acres (ac)
22-14026	Irrigation	1.59	391.2	130.4
Total Amounts:				

2. Source of water Ground Water tributary to NA

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
5N	45E	12			NE	NE	TETON





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 20, 2016

GARY SUMMERS
1177 E 9TH N
REXBURG ID 83440

RE: WATER SUPPLY BANK LEASE CONTRACT FOR WATER RIGHT 22-14026

Dear Lessor:

Water right **22-14026** was leased into the Water Supply Bank (Bank) as of July 18, 2016, in accordance with the enclosed executed lease contract. **Your water right, as described on the lease contract, is considered leased into the Bank and should remain unused until it is formally released from the Bank.** More information and further restrictions placed on your water right while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully. This lease contract supercedes previous lease contracts dated October 21, 2013 and February 11, 2014.

The right will automatically be released from the Bank on **December 31, 2020**, unless the right is released earlier by the Water Resource Board (Board). On behalf of the Board, the Department of Water Resources (Department) can evaluate an early release of the lease contract upon your request. To release the water 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. This form is available on our public website at www.idwr.idaho.gov. **Please note your water right may not be available for immediate release if it has been rented or is being considered for a future rental. Furthermore, it is at the discretion of the Department whether or not a water right can be released early from a lease contract.**

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

Sincerely,


For Water Supply Bank

Enclosure: Executed Lease Contract

c: Kristin Moore – Rocky Mountain Environmental Assoc.
James Cefalo - IDWR Eastern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

August 31, 2016

GARY SUMMERS
1177 E 9TH N
REXBURG ID 83440

RE: APPLICATIONS TO LEASE WATER RIGHT 22-14026 TO THE WATER SUPPLY BANK

****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, 2020**, 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 rights may not be available for immediate release if they have 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 287-4800.

Sincerely,


for Water Supply Bank

Enclosure: Proposed Lease Contracts

c: Rocky Mountain Environmental Assoc.

WATER SUPPLY BANK
Agent Lease Review Checklist
Applicant(s) Name: Gary Summers

Memo Date: august 31, 2016

Water Right Number(s): 22-14026

Reviewers Name: Jean

Quick Tools

Decreed Year	No Forfeiture Concerns Thru:
2009	2015
2010	2016
2011	2017
2012	2018
2013	2019

		Check box		COMMENTS/CONCERNS:
1	Fill out WSB Data Entry Checklist for Leases	x		
2	Reason for lease of water rights (Brief description of lease proposal in narrative)			
	Portion of right	x		
	All of right			
3	Check GWMA/CGWA/ADC and basin 63 areas of concern (note area in comments)			
		Yes	No	
4	Rentable? If no explain in comments	x		
5	Authority to file			
	Current owner or designated applicant	x		
	SOS Web site checked for business entity			
	Other (explain in comments)			
6	Water Right validity			
	Decreed/Licensed/Statutory claim date (write in comments section)			
	Past irrigation to ensure forfeiture is not an issue if decreed or licensed over 7 years ago (consider transfers that changed the POU, rentals to the POU etc.)			
	Has this right previously been leased to the bank or in CREP?	x		
7	Injury to other water rights			
	If the POD is through a delivery entity, was consent provided?			
	If the POD is through a delivery entity, was holdback required? (percentage in comments)			%
8	Enlargement concerns	Check box		
	Complete a POU comparison overlap analysis	x		
	Complete a combined limits review	x		
	Complete POD overlap analysis (if there is an overlap add condition to lease)	x		
		Yes	No	
	Are there overlapping rights that need to be placed in the bank also?		x	
	Will the place of use continue to receive water?		x	
9	Local Public Interest			
	Does the processor know of any problems this action will cause for the local public?		x	
10	Have you contacted regional office and watermaster for comment/concerns?	x		
	Send the watermaster comment request form or e-mail request			
11	Area Headgate requirement			3.5
12	Is water right involved in any other department action? Pull file and check database () Ownership Change () Transfer () Mitigation () Other - Explain in comments		x	
13	Narrative: Kristin Moore of Rocky Mountain Environmental submitted this application on behalf of Gary and Shannon Summers on July 18, 2016. They are requesting to release the 2 other leases from the Bank which total 141.7 acres and replace with this lease for 130.4 acres. None of this water right is rented from the Bank. Gary and Shannon are the current owners of the water right. the acres being submitted into the Bank have multiple owners, in addition to the Summer's. The property was developed and divided into individual lots, with 23 lots sold. Some of the lots currently have homes and private wells. The water right is solely owned by the Summer's. the Summer's submitted Grant deeds for the lots that cover the acres they intend to lease into the Bank under this lease. These deeds convey all interest in the water right to the Summer's. Copies of the deeds are in the file. This right was decreed in 2008 and the portions to be leased have been in the Bank. Forfeiture is not an issue. There are 20 shares of Grand Teton Canal Co surface water that have never been used on this property. The shares are still owned by the Summer's. None of these shares will be used to irrigate the POU that is being placed in the Bank. Comments from Eastern region have been requested.			

Hersley, Jean

From: Kristin Moore <kristin.rmea@gmail.com>
Sent: Monday, August 01, 2016 9:44 AM
To: Hersley, Jean
Subject: RE: WSB Lease Application for Gary Summers 22-14026
Attachments: Daniels.pdf; Hirschi.pdf; Raymond.pdf; OriginalDeeds_DivI.pdf

Jean,

At the time of the first Water Supply Bank application, Lots 25, 36, and 41 of Division III were owned by different owners, Glenn Segal, Michael Massebeau, and Charles Stuart, respectively. Those lots were all sold in 2015 to Daniels, Hirschi, and Raymond (see attached deeds). The grant deeds already provided to the Department predate the warranty deeds for the lots sold.

Attached are also the original deeds for Division 1 wherein the water rights were reserved by Gary Summers. They are hard to read, but there is a water right reservation statement in them. It is easiest to read on the last deed. These should have been in the file, because they were also sent in by request to IDWR in 2013.

Hope this clears it up.

Thank you,

Kristin Moore
Water Rights Analyst
482 Constitution Way, Ste 303, Idaho Falls, ID 83402
E-Mail: kristin.rmea@gmail.com
VOICE: 208-524-2353 ||| FAX: 208-524-1795



CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email to the sender or collect telephone call to (208) 524-2353. *Thank you.*

From: Hersley, Jean [mailto:Jean.Hersley@idwr.idaho.gov]
Sent: Wednesday, July 27, 2016 12:56 PM
To: kristin.rmea@gmail.com
Subject: WSB Lease Application for Gary Summers 22-14026

Kristin,

The Department is in the process of reviewing Mr. Summers application to lease water right 22-14026 to the Bank. Since Mr. Summers does not own all the property appurtenant to the water right, the Department is going to require quitclaim or some other type of deed from the property owners allowing Mr. Summers to place their portion of the water right in the Bank. The backfile for this water right has Grant Deeds from most of the owners in Four Peakes

Estates III except Daniels (Lot 41), Firschi (Lot 36), and Raymond (Lot 25). There are no Grant Deeds from any of the land owners in Four Peakes Estates I. The Department cannot move forward with this lease until this information is provided.

If the Department has not received the requested information in 30 days, the Department will return the application unprocessed. If you have any questions, please contact me. Thank you.

Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942

AFTER RECORDING MAIL TO:

Charles E. Stuart, Jr., and Susan K. Stuart

1564 Rosewood Circle
Idaho Falls ID 83401

QUITCLAIM DEED

For Value Received, Charles E. Stuart, Jr., and Susan K. Stuart, husband and wife, do(es) hereby convey, release, remise, and forever quit claim unto Danny D. Daniels and Leland C. Daniels, whose address is 72 Butler Lane, Driggs, ID 83422, herein after called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Lot 41, Four Peaks Estates, Division III, Teton County, Idaho as per the recorded plat recorded September 11, 1984 as Instrument No. 95479.

together with its appurtenances.

Dated: November 17, 2015

Charles E. Stuart, Jr.

Charles E. Stuart, Jr

Susan K. Stuart

Susan K. Stuart

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

On this 17th day of November, 2015, before me, a Notary Public in and for said State, personally appeared Charles E. Stuart, Jr., and Susan K. Stuart, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

Quitclaim Deed - continued



Carolmae Paulsen
Notary Public of State of Idaho
Residing at: 2184 Channing Way Idaho Falls
Commission Expires: Aug 7, 2020

NOT A LEGAL COPY

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 235174

TETON COUNTY, IDAHO
01-13-2015 15:12:00 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$13.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 530051-T (tm)

Date: January 06, 2015

For Value Received, **Michael T. Massebeau and Lori L. Massebeau, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Devin S. Hirschi, an unmarried man**, hereinafter called the Grantee, whose current address is **900 Bitner Road #N35, Park City, UT 84098**, the following described premises, situated in **Teton County, Idaho**, to-wit:

Lot 36, Four Peaks Estates, Division III, Teton County, Idaho, as the same appears on the official plat thereof recorded September 11, 1984 as Instrument No. 95479.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 01/06/2015

Warranty Deed
- continued

File No.: 530051-T (tm)

Michael T. Massebeau
Michael T. Massebeau

Lori L. Massebeau
Lori L. Massebeau

STATE OF FL)
COUNTY OF Flagler)
SS.

On this 6th day of January, 2015, before me, a Notary Public in and for said State, personally appeared **Michael T. Massebeau and Lori L. Massebeau**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

A. C. Strickland
Notary Public for the State of
Residing at: 1771 CR 304, Bunnell, FL 32110
My Commission Expires:



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 238946

TETON COUNTY, IDAHO
11-20-2016 09:26:00 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$13.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 568662-T (tm)

Date: November 04, 2015

For Value Received, **Glenn B. Segal**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Roger Raymond and Christina Raymond, husband and wife**, hereinafter called the Grantee, whose current address is **1900 Balboa Drive, Idaho Falls, ID 83404**, the following described premises, situated in **Teton County, Idaho**, to-wit:

Lot 25, Four Peaks Estates, Division III, Teton County, Idaho, as the same appears on the official plat thereof recorded September 11, 1984 as Instrument No. 95479.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 11/04/2015

Warranty Dead
- continued

File No.: 568662-T (b7c)

Glenn B. Segal

STATE OF OREGON)
COUNTY OF WASHINGTON)

On this 18th day of NOVEMBER, 2015, before me, a Notary Public in and for said State, personally appeared Glenn B. Segal, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/s/he/they executed the same.



Notary Public for the State of OREGON
Residing at: 10940 SW BARNES RD PORTLAND, OR 97225
My Commission Expires: 10/25/19



East American Title Company
T-1000

Lots 1, 2, 3

WARRANTY DEED

For Value Received, DARY SOMMER and MARGARET SOMMER, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto PATRICK J. WALTON and ELEANOR C. WALTON, husband and wife, whose current address is P.O. Box 229, Griggs, Idaho 83401, the premises, the following described premises, to Yarns County, Idaho, to wit:

All of Lot 1, 2 and 3, Block 1, Four Street Addition, Division No. 1, according to the official plat thereof, recorded in Teton County, Idaho.

Subject to covenants, conditions, restrictions, easements, liens, mortgages, and all other interests, claims, and liens of record.

Grantors reserve all existing mineral water rights including existing water rights or interests in any of them in Teton State Land Company.

TO HAVE AND TO HOLD the above premises, with the appurtenances unto the said grantees, their heirs and assigns forever. And the said grantees do hereby covenant to defend the said grantees, their heirs and assigns in the quiet enjoyment of the premises unto the said grantees, their heirs and assigns forever. And the said grantees do hereby covenant to defend the said grantees, their heirs and assigns in the quiet enjoyment of the premises unto the said grantees, their heirs and assigns forever.

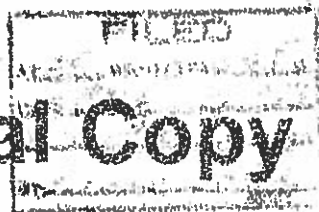
Dated: July 1, 1961.

[Signature]
DARY SOMMER
MARGARET SOMMER
Attorneys for the grantors

[Signature]
PATRICK J. WALTON
ELEANOR C. WALTON
Attorneys for the grantees

STATE OF IDAHO
County of Teton

Notary Public in and for the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of the County of Teton, Idaho, and that the same was duly recorded in the office of the County Clerk of Teton County, Idaho, on the 1st day of July, 1961.



Notary Public
My Comm. Expires
Building at 1515
Teton County, Idaho

Legal Copy

First American Title Company
T-2000

WARRANTY DEED

For Value Received, GARY SUMMERS and SHANNON SUMMERS, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto MICHAEL L. SHAFER, whose current address is P.O. Box 1004, Alpine, California 92001, the grantee, the following described premises, in Teton County, Idaho, to wit:

All of Lots 7, 8 and 9, Block 1, Four Peaks Estates Subdivision, Division No. 1, according to the official plat thereof, records of Teton County, Idaho.

Subject to one underground powerline easement per lot on lots 7, 8 and 9 running west from the existing above ground power line on said lots to lots 14, 15 and 17, respectively, of said subdivision.

Subject to easements, rights-of-way, restrictive covenants and conditions, roadways, powerlines, water pipes, irrigation canals, other utility easements, and oil and gas leases of record.

Grantors reserve all existing known water rights including existing water rights as evidenced by state of check to Grand Trunk Canal Company.

TO HAVE AND TO HOLD the above premises, with all appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises, that they are free from all incumbrances, and that they will warrant and defend the same from all lawful claims and suits.

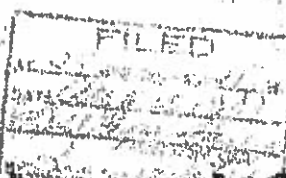
DATED: July 1, 1981

D. GARY PETERSON,
Attorney in fact for
GARY SUMMERS

SHANNON SUMMERS
Attorney in fact for
SHANNON SUMMERS

STATE OF IDAHO)
County of Teton)

On this 1st day of July, 1981, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared MICHAEL L. SHAFER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same to the purposes and consideration therein expressed.



Not A Legal Copy

The American Title Company

1 - 200000

WARRANTY DEED

For Value Received, GARY SUMMERS and SHANNON SUMMERS, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto WILLIAM ORRAN and KAREN L. ORRAN, husband and wife, whose current address is P.O. Box 399, Briggs, Idaho 83421, and MICHAEL JACKSON and CHELSEA JACKSON, husband and wife, whose current address is P.O. Box 456, Briggs, Idaho 83421, the premises, and following described parcels, in Teton County, Idaho, to wit:

All of Lot 12, Block 1, Four Peaks Estate Subdivision, Division 40, 1, according to the official plat thereof, records of Teton County, Idaho.

Subject to easements, rights-of-way, restrictive covenants and conditions, mortgages, power of sale, water rights, irrigation canals, other utility easements, and all and gas issues as shown.

Grantors reserve all existing interests with rights including existing water rights as evidenced by shares of stock in Grand Teton Canal Company.

TO HAVE AND TO HOLD the said premises, with rights appurtenant and the said easements, covenants and conditions forever, and the said American do hereby covenant to and with the said Grantees, that they are the owners of the premises and premises, that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims and demands.

DATED July 10, 1981.

GARY SUMMERS
SHANNON SUMMERS
Attorneys at Law
GARY SUMMERS

STATE OF IDAHO
County of Teton

On this 12 day of July, 1981, before me the undersigned, Notary Public in and for said State, personally appeared G. GARY SUMMERS and SHANNON SUMMERS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their behalf as their attorney-in-fact.

FILED
AT TETON, IDAHO
JUL 12 1981
NOTARY PUBLIC
GARY SUMMERS

ot A Legal Copy

Lots 13 and 14

CORRECTION WARRANTY #320

For Value Received, GARY SUMMERS and SHARON SUMMERS, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto VIAL BLANKE, a single person, whose current address is 4425 San Joaquin, Las Vegas, Nevada 89102, the grantee, the following described premises, in Teton County, Idaho, to wit:

All of Lots 13 and 14, Block 1, Four Peaks Estates Subdivision, Division No. 1, according to the official plat thereof, records of Teton County, Idaho.

Subject to easements, rights-of-way, restrictive covenants and conditions, roadways, powerlines, water pipes, irrigation canals, sewer utility easements, and oil and gas leases of record.

Grantors reserve all existing licensed water rights including existing water rights as evidenced by shares of stock in Grand Teton Canal Company.

This Warranty Deed is given by grantors to correct the legal description in that warranty deed dated July 18, 1983, Entry No. 82862, to conform the same to all other deeds given by grantors on lots within Four Peaks Estates Subdivision.

TO HAVE AND TO HOLD the said premises, with all appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantee do hereby warrant to and with the said Grantee, that they are the owners in fee simple of said premises and that they are free from all incumbrances, and will defend, warrant and defend the same from all lawful claims.

DATED: July 1, 1984.

GARY SUMMERS
Attorney in fact for
GARY SUMMERS

SHARON SUMMERS
Attorney in fact for
SHARON SUMMERS

STATE OF IDAHO

County of Teton

On this 18th day of July, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY SUMMERS and SHARON SUMMERS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their behalf as their attorneys-in-fact.

Not A Legal Copy

The American Title Company
T. J. [unclear]

WARRANTY DEED

For Value Received, GARY SUMMERS and SHARON SUMMERS, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto TED E. LAMBLE and LINDA E. LAMBLE, husband and wife, whose current address is P.O. Box 200, Delmar, Delaware, the following described premises, in Sussex County, Delaware, to wit:

All of Lots 15, 16 and 17, Block 1, Vaux Park Subdivision, Division No. 1, according to the official plat thereof, records of Sussex County, Delaware.

Subject to easements, rights-of-way, restrictive covenants and conditions, judgments, mortgages, sales, liens, mortgages, claims, other utility easements, and all and any claims of record.

Grantors reserve all existing mineral water rights including oil and gas rights in and under the above described premises.

TO HAVE AND TO HOLD the above premises, with all appurtenances unto the said grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to the said grantees, that they are the owners of the above described premises; that they are free from all taxes and assessments, and that they will warrant and defend the title from all lawful claims hereafter.

DATED July 15, 1963.

GARY SUMMERS
Attorney in fact for
GARY SUMMERS

SHARON SUMMERS
Attorney in fact for
SHARON SUMMERS

STATE OF DELAWARE
County of Sussex

On this 15th day of July, 1963, before me as notary public, duly sworn in and for said State, personally appeared GARY SUMMERS and SHARON SUMMERS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity as those stated, for the purposes and consideration therein expressed.

FILED
JUL 15 1963
DELMAR, DELAWARE
BY [unclear]

First American Title Company
T-100-7

WARRANT DEED

For Value Received, GARY SUMMERS and SHARON SUMMERS, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto GENEVIEVE M. ROBERTSON, a single person, whose current address is 3561 Rhodes Road, Memphis, Tennessee 38117, and grantees, the following described premises, in Polk County, Idaho, to wit:

All of Lots 18 and 19, Block 1, First Street Addition, Grubbs No. 1, according to the official plat thereof, records of Polk County, Idaho.

Subject to easements, right-of-way, restrictive covenants and conditions, easements, powerlines, water pipes, telephone cables, gas and utility easements, and all and every burden of record.

Grantors reserve all existing streambed water rights including existing water rights as evidenced by check or deed in Grant Polk Canal Company.

TO HAVE AND TO HOLD the above premises, with all the appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantee do hereby covenant to the said Grantors that they and their heirs and assigns will defend, warrant and defend the same unto the said Grantors and their heirs and assigns forever.

DATED: July 15, 1991.

GARY SUMMERS
SHARON SUMMERS
Attorneys in fact for
GARY SUMMERS

GENEVIEVE M. ROBERTSON
Grantee

STATE OF IDAHO

County of Polk

ON this 15th day of July, 1991, before me, the undersigned, a Notary Public in and for the said State, personally appeared GENEVIEVE M. ROBERTSON as attorney-in-fact for GARY SUMMERS and SHARON SUMMERS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their behalf as their attorneys-in-fact.

WITNESSES

FILED

Not A Legal Copy

WARRANTY DEED

For Value Received GARY SYMMES and SHANNON SYMMES, Husband and Wife

the grantor s. do hereby grant, bargain, sell, and convey unto
 RICHARD L. ROBEARSON and MARY V. ROBESON, Husband and Wife, of P. O. Box
 93, Briggs, Idaho 83412
 the grantee s. the following described premises, to-wit:

All of Lot 20, Block 1, Pine Peak Subdivision, Township 3,
 per the recorded plat thereof, records of Teton County,
 Idaho.
 Subject to easements, rights-of-way, restrictions,
 covenants and conditions, mortgages, powerlines, water
 pipes, irrigation canals, other utility easements, and
 oil and gas leases of record.

Grantors reserve all existing mineral and water rights,
 including existing water rights as contained on sheet
 of plat as shown for record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said RICHARD L. ROBEARSON and MARY V. ROBESON, their heirs and assigns forever, and the said RICHARD L. ROBEARSON and MARY V. ROBESON do hereby covenant and warrant unto the said RICHARD L. ROBEARSON and MARY V. ROBESON, their heirs and assigns, that the said premises are free from all encumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

STATE OF IDAHO, COUNTY OF TETON
 On this _____ day of _____, 19____
 before me, a duly qualified and acting State Notary Public,
 appeared RICHARD L. ROBEARSON and MARY V. ROBESON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Legal Copy

WARRANTY DEED

For Value Received, GARY SUMMERS and SHANNON SUMMERS, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto ROBERT D. BRADLEY, a single person, whose current address is 970 6th Street, Idaho Falls, Idaho 83401, the grantee, the following described premises, in Teton County, Idaho, to wit:

All of Lot 21, Block 1, Four Peaks Estates Subdivision, Division No. 1, according to the official plat books of records of Teton County, Idaho.

Subject to easements, rights-of-way, restrictive covenants and conditions, roadways, powerlines, water pipes, irrigation canals, other utility easements, and oil and gas leases of record.

Grantors reserve all existing licensed water rights including existing water rights as evidenced by shares of stock in Grand Teton Canal Company.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises, that they are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

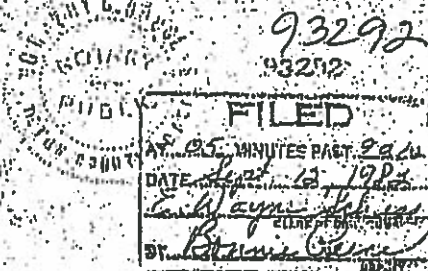
DATED: July 28, 1983.

D. GARY PETERSON,
Attorney in fact for
GARY SUMMERS

D. GARY PETERSON,
Attorney in fact for
SHANNON SUMMERS

STATE OF IDAHO)
) ss.
County of Teton.)

On this 2 day of July, 1983, before me the undersigned, a Notary Public in and for said State, personally appeared D. GARY PETERSON as attorney-in-fact for GARY SUMMERS and SHANNON SUMMERS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that he executed the same in their behalf as their attorney-in-fact.



Notary Public

Residing at

Commission expires 7-21-85

FILED

INDEXED

PLAT

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

JUL 18 2016

WATER SUPPLY BANK
REQUEST TO RELEASE A WATER RIGHT FROM THE BANKDEPARTMENT OF
WATER RESOURCES

ONE FORM PER WATER RIGHT

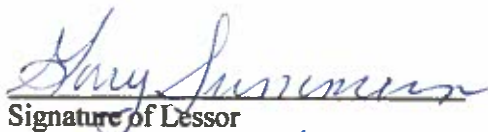
All water rights leased into the Water Supply Bank shall remain unused by the water right holder for the duration of the Lease Contract. The water right will not be released from the Water Supply Bank until the conclusion of the Lease Contract unless otherwise authorized by the Idaho Water Resource Board. Water right holders may use this form to petition for early termination of their Water Supply Bank Lease Contract.

Water right holders seeking an early termination of a Lease Contract must demonstrate justifiable need for the release. Water rights under Lease Contract that are eligible for early termination can be released from the Water Supply Bank if the release will not impair administration of the Water Supply Bank. **If a water right is currently rented, it cannot be considered for release until the Rental Agreement concludes.** A water right is not released from the Water Supply Bank until written release confirmation is issued by the Water Supply Bank.

Water Right No: 22-14026Name(s) of Lessor(s): Gary and Shannon SummersMailing Address: 1177 E 9th NCity: Rexburg State: ID Zip: 83440Telephone No: 208-351-0077 Email Address: _____Lease Contract Expiration Date: December 31, 2018Requested Release Date: As soon as the new lease is approved

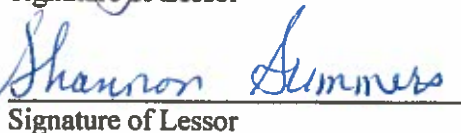
Reason for Early Release:

There are currently two lease contracts for this water right. Both are proposed to be released. A portion of the water right (11.3 acres) has been sold and need to be removed from the lease contract. The remaining portions owned by Lessor are proposed to be leased to the bank through a new contract.


Signature of Lessor

Gary Summers

Printed Name and Title*

3-21-16
Date
Signature of Lessor

Shannon Summers

Printed Name and Title*

3-21-16
Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney.

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