

RECEIVED

NOV 22 2016

DEPARTMENT OF  
WATER RESOURCES

This is to certify that: FERGUSON BERMAN TRUST OF 1994  
C/O CHRISTINE FERGUSON  
PO BOX 1738  
CAVE CREEK AZ 85327-1738  
(208)720-4512

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 | Priority Date | Source | Tributary | Rented Rate | Annual Rented Volume | Acre Limit | Total Rented Acres |
|-------------|---------------|--------|-----------|-------------|----------------------|------------|--------------------|
|-------------|---------------|--------|-----------|-------------|----------------------|------------|--------------------|

|                                    |            |                |             |                  |                |           |               |
|------------------------------------|------------|----------------|-------------|------------------|----------------|-----------|---------------|
| 37-21506                           | 09/25/1954 | Ground Water   | NA          | 0.070 cfs        | 12.6 af        | NA        | 3.6 ac        |
| 37-21518                           | 03/24/1883 | Big Wood River | Malad River | 0.060 cfs        | Not stated     | NA        | 3.6 ac        |
| 37-21529                           | 07/10/1884 | Big Wood River | Malad River | 0.004 cfs        | Not stated     | NA        | 3.6 ac        |
| 37-21540                           | 09/18/1885 | Big Wood River | Malad River | 0.040 cfs        | Not stated     | NA        | 3.6 ac        |
| 37-21551                           | 06/12/1886 | Big Wood River | Malad River | 0.004 cfs        | Not stated     | NA        | 3.6 ac        |
| 37-21562                           | 06/15/1891 | Big Wood River | Malad River | 0.090 cfs        | Not stated     | NA        | 3.6 ac        |
| <b>Total Annual Combined Limit</b> |            |                |             | <b>0.268 cfs</b> | <b>12.6 af</b> | <b>NA</b> | <b>3.6 ac</b> |

|                                    |            |                |             |                  |               |               |               |
|------------------------------------|------------|----------------|-------------|------------------|---------------|---------------|---------------|
| 37-21688                           | 09/25/1954 | Ground Water   | NA          | 0.050 cfs        | 9.4 af        | NA            | 2.7 ac        |
| 37-21677                           | 03/24/1883 | Big Wood River | Malad River | 0.040 cfs        | Not stated    | NA            | 2.7 ac        |
| 37-21686                           | 07/10/1884 | Big Wood River | Malad River | 0.003 cfs        | Not stated    | NA            | 2.7 ac        |
| 37-21695                           | 09/18/1885 | Big Wood River | Malad River | 0.030 cfs        | Not stated    | NA            | 2.7 ac        |
| 37-21704                           | 06/12/1886 | Big Wood River | Malad River | 0.003 cfs        | Not stated    | NA            | 2.7 ac        |
| 37-21713                           | 06/15/1891 | Big Wood River | Malad River | 0.070 cfs        | Not stated    | NA            | 2.7 ac        |
| <b>Total Annual Combined Limit</b> |            |                |             | <b>0.196 cfs</b> | <b>9.4 af</b> | <b>2.7 ac</b> | <b>2.7 ac</b> |

|                                      |                 |                |               |               |
|--------------------------------------|-----------------|----------------|---------------|---------------|
| <b>Annual Combined Rental Totals</b> | <b>0.13 cfs</b> | <b>22.0 af</b> | <b>6.3 AC</b> | <b>6.3 AC</b> |
|--------------------------------------|-----------------|----------------|---------------|---------------|

**Term of Rental:** January 1, 2017 to December 31, 2017

**Rental Fee:** \$374.00 annually

The fee for rental of the above-described water is \$374.00 per year. Ten percent (\$37.40) will go to the Department for administrative costs, and the remainder will be paid to the lessor(s). No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

Detailed water right conditions are attached.

## SUPPORT DATA

IN FILE # 37-21506

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT**

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:

*FERGUSON BERMAN TRUST OF 1994*

*David Lee Berman*  
Signature of Renter

DAVID LEE BERMAN TRUST/POA  
Printed Name and Title\*

11-19-16  
Date

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Printed Name and Title\*

\_\_\_\_\_  
Date

\*Please provide title of signatory 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*  
BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board

Date 11/23/2016

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**WATER SUPPLY BANK RENTAL AGREEMENT**

**WATER USE DETAILS**

**LOCATION OF POINT(S) OF DIVERSION**

37-21506 and 37-21668:

GROUND WATER NE¼SE¼ Sec. 12 Twp 1N Rge 18E BLAINE County

37-21518, 37-21529, 37-21540, 37-21551, 37-21562, 37-21677, 37-21686, 37-21695, 37-21704, 37-21713:

BIG WOOD RIVER SW¼NW¼ Lot 3 Sec. 36 Twp 02N Rge 18E BLAINE County

**BENEFICIAL USE**

IRRIGATION

**SEASON OF USE**

04/15 TO 10/31

**RENTER'S PLACE OF USE:** 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 |        |
| 01N | 18E | 12  |    |    |    |    |    |    |    |    |    |    |    |    | 6.3 |    |    |    | 6.3    |

Total Acres: 6.3

**CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS**

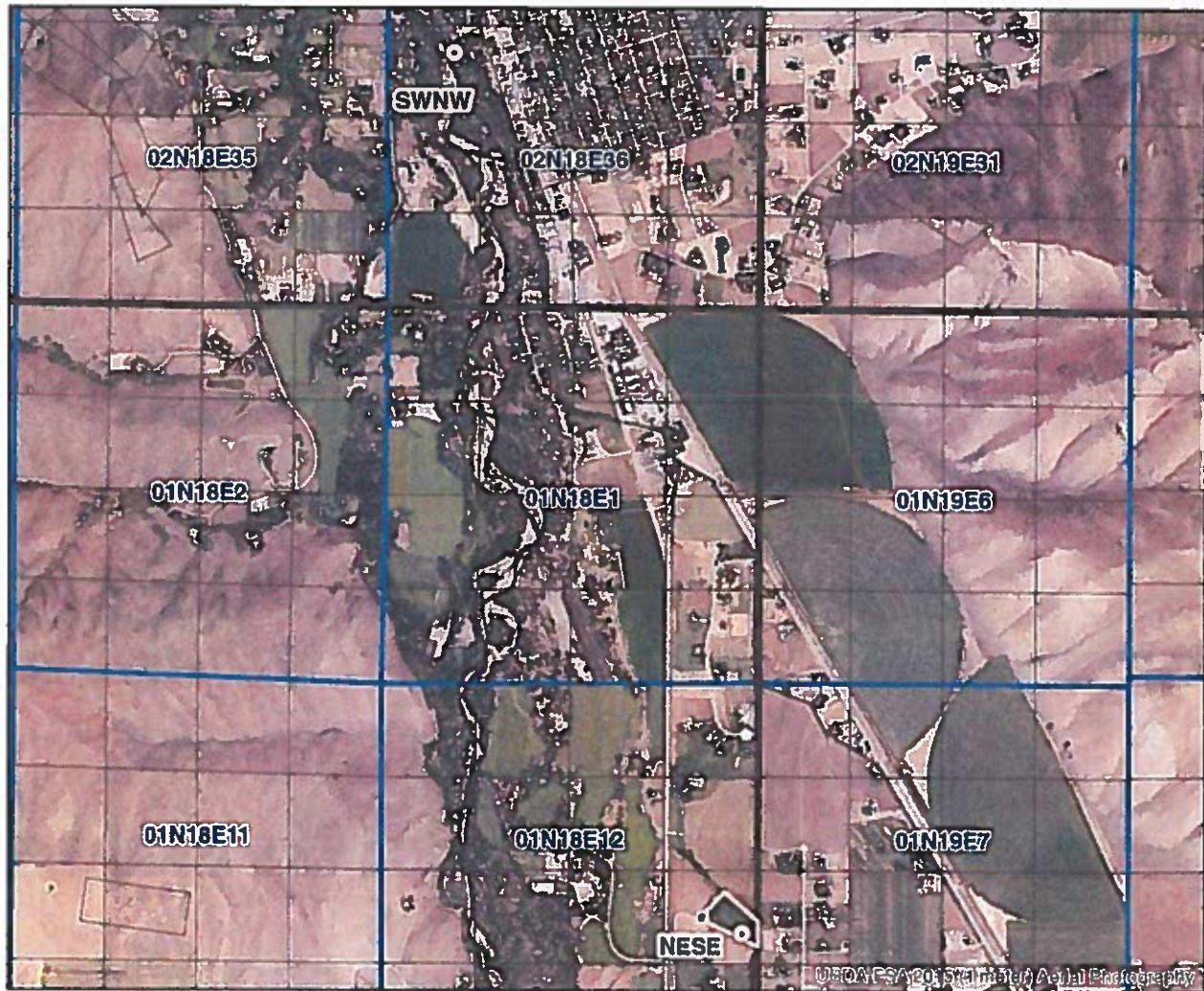
1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption 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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. This rental agreement does not authorize the construction of a well.
11. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

12. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
13. The following rights are diverted through surface water point of diversion described above: 37-685C.
14. The following rights are diverted through ground water point of diversion described above: 37-8614, 37-8615 and 37-8616.
15. Water rights 37-21518, 37-21529, 37-21540, 37-21551, 37-21562, 37-21677, 37-21686, 37-21695, 37-21704 and 37-21713 are diverted from Headgate #45 through District Canal.

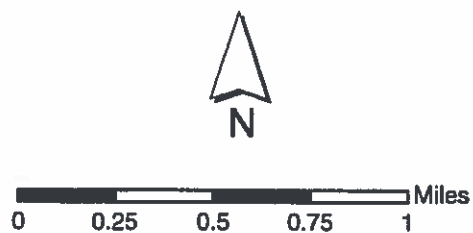
Idaho Water Resource Board  
**Water Supply Bank Rental Agreement**

Effective until December 31, 2017

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



- Authorized Rental Point of Diversion
- Authorized Rental Place of Use
- Townships
- PLS Sections
- Quarter Quarters



**DEPARTMENT OF  
WATER RESOURCES**

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 16 2015

DEPARTMENT OF  
WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

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*FERGUSON BERMAN TRUST OF 1994*

*David L Berman TTEE/POA*  
Signature of Renter

*DAVID BERMAN TTEE/POA*  
Printed Name and Title\*

*10-12-15*  
Date

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Printed Name and Title\*

\_\_\_\_\_  
Date

\*Please provide title of signatory 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*  
BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board

Date *10/16/2015*

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**WATER SUPPLY BANK RENTAL AGREEMENT**  
**WATER USE DETAILS**

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37-21506 and 37-21668:

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BIG WOOD RIVER SW¼NW¼ Lot 3 Sec. 36 Twp 02N Rge 18E BLAINE County

**BENEFICIAL USE**

IRRIGATION

**SEASON OF USE**

04/15 TO 10/31

**RENTER'S PLACE OF USE:** 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 |        |
| 01N | 18E | 12  |    |    |    |    |    |    |    |    |    |    |    |    | 6.3 |    |    |    | 6.3    |

Total Acres: 6.3

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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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
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9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT**

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David Lee Berman DAVID BERMAN TTEE/POA 5-8-15  
Signature of Renter Printed Name and Title\* Date

Christine F. Ferguson CHRISTINE F. FERGUSON TTEE-POA 5/8/15  
Signature of Renter Printed Name and Title\* Date

\*Please provide title of signatory 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  
BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board

Date May 13, 2015

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**WATER SUPPLY BANK RENTAL AGREEMENT**

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**SEASON OF USE**

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**RENTER'S PLACE OF USE:**

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 |        |
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STATE OF IDAHO  
WATER RESOURCE BOARDAPPLICATION TO RENT WATER  
FROM THE WATER SUPPLY BANK

RECEIVED

NOV 25 2014

DEPARTMENT OF  
WATER RESOURCES

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Ferguson Berman Trust of 1994 c/o: Christine FergusonMailing Address P.O. Box 1738 Cave Creek AZ 85327Phone 208-720-4512

Email \_\_\_\_\_

## A. DESCRIPTION OF WATER SOUGHT FOR RENT

| 1. Maximum Flow Rate (cfs) | Maximum Volume (ac-ft) | Nature of Use | Period of Use  |
|----------------------------|------------------------|---------------|----------------|
| <u>37-22655</u> 0.13       | 22.1                   | Irrigation    | 4/15 to 10/15  |
| _____                      | _____                  | _____         | _____ to _____ |
| _____                      | _____                  | _____         | _____ to _____ |
| Total: 0.13                | 22.1                   |               |                |

2. Source of water Ground Water tributary to N/A.

3. Point(s) of Diversion:

| TWP | RGE | SEC | GOVT LOT | 1/4 | 1/4 | 1/4 | County                               |
|-----|-----|-----|----------|-----|-----|-----|--------------------------------------|
| 1N  | 18E | 12  |          |     | NE  | SE  | BLAINE COUNTY PARCEL: RP005160000020 |
|     |     |     |          |     |     |     |                                      |
|     |     |     |          |     |     |     |                                      |
|     |     |     |          |     |     |     |                                      |

4. Lands to be irrigated or place of use:

| TWP | RGE | SEC | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |     | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE  |        |
| 1N  | 18E | 12  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 6.3 | 6.3    |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 6.3

## B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. \_\_\_\_\_

2. Do you own the land at the proposed place of use?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use. \_\_\_\_\_

## C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

#### D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.  
Existing well on applicant's property will provide water to property through existing pressurized irrigation system.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.  
Water right 37-685C is authorized to be used for irrigation on applicant's property. Applicant seeks rental of an additional ground water irrigation water right to be used during the time after which 37-685C is out of priority.
3. Will the proposed place of use receive water from any other source? Yes ☒ No ☐  
If yes, describe. 37-685C, applicant seeks rental of an additional ground water irrigation water right to be used during the time after which 37-685C is out of priority.
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒  
If yes, describe. N/A.
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒  
If yes, describe. N/A.

#### E. RENTAL TERM

- Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐  
If yes, please specify the number of years desired through proposed rental. THROUGH 12/31/17

**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.**

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. The Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Christine Ferguson TTEE/POA  
Signature of Applicant

Christine Ferguson; TTEE/POA  
Printed Name and Title\*

11/13/14  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name and Title\*

\_\_\_\_\_  
Date

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



**FERGUSON BERMAN TRUST OF 1994**  
WATER SUPPLY BANK RENTAL  
NAIP 2013 AERIAL

- Legend
- Point of Diversion
  - Parcel
  - twtnshp
  - Sections
  - ladesc

**WOOD RIVER VALLEY  
IRRIGATION DISTRICT #45  
P.O. BOX 2223  
HAILEY, ID 83333**

April 14, 2015

Idaho Water Center  
Idaho Department of Water Resources  
322 E. Front Street  
PO Box 83720  
Boise, ID 83720-0098

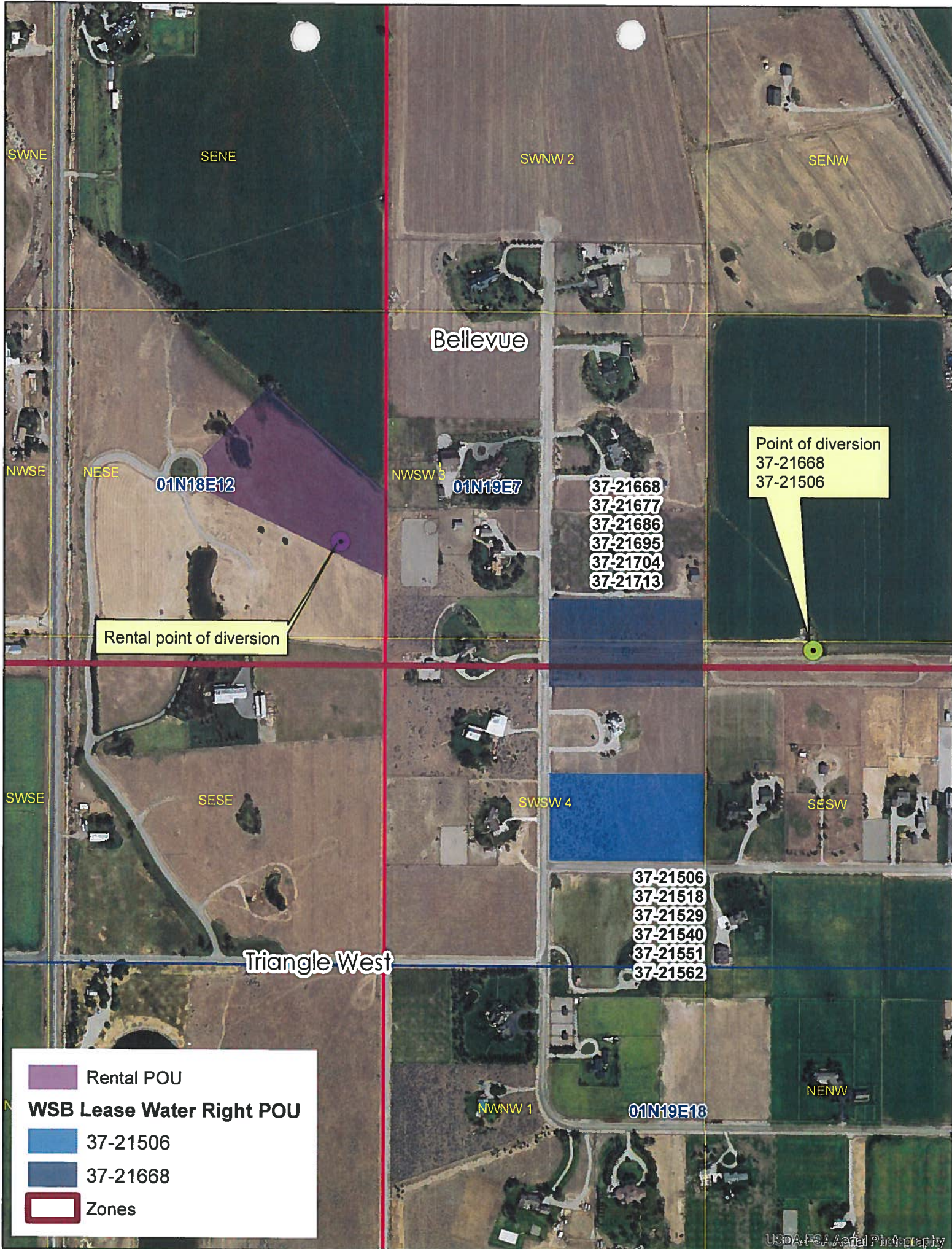
Reference: I.D.W.R. Ferguson Berman Trust Rental Agreement 3031-15

The Wood River Valley Irrigation District #45 has no objections for this request for water supply bank rental submitted by Mr. Zach Latham.

Motion to approve Jolyon Sawyer yes, Jim Super yes, and Gary Furgard absent from meeting.



**Jim Super**  
President  
Wood River  
Irrigation District #45



Rental point of diversion

Point of diversion  
37-21668  
37-21506

37-21668  
37-21677  
37-21686  
37-21695  
37-21704  
37-21713

37-21506  
37-21518  
37-21529  
37-21540  
37-21551  
37-21562

Rental POU

**WSB Lease Water Right POU**

37-21506

37-21668

Zones