

WATER SUPPLY BANK LEASE CONTRACT

This Lease Contract ("Lease") is effective November 20, 2013, between the Idaho Water Resource Board ("Board"), and

Lessor: SHANNON SUMMERS
GARY SUMMERS
27 N 3000 E
SUGAR CITY ID 83448
(208)351-0077

RECITALS

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

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

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

Summary of Water Rights or Portions Leased to the Bank

<u>Water Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
22-14026	0.20 CFS	50.1 AF	16.7 AC	16.7 AC
Combined Lease Totals:				
	0.20 CFS	50.1 AF	16.7 AC	16.7 AC

The water rights described herein shall be available for rental from the Bank as follows:
Authorized Period of Use under Lease: April 15th to October 15th

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:** This Lease shall take effect when both parties have signed it and shall continue in effect until December 31, 2018.
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
FEB 12 2014

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

SHANNON SUMMERS

GARY SUMMERS

~~27 N 5000 E~~

~~SUGAR CITY ID 83448~~

By

Shannon Summers

Date

Jan 30, 2014

Printed Name

Shannon Summers
Gary Summers

Title

Owners

IDAHO WATER RESOURCE BOARD

322 East Front Street

P.O. Box 83720

Boise, ID 83720-9098

By

Brian Patton

Date

2/11/2014

Brian Patton, Acting Administrator

Idaho Water Resource Board

Lease approved by IDWR

Chris Palmer

Date

2/11/2014

SCANNED
FEB 12 2014

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

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

Lessor: SHANNON SUMMERS
GARY SUMMERS
 27 N 3000 E
 SUGAR CITY ID 83448
 (208)351-0077

Priority Date: 6/19/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/15	0.20 CFS	50.1 AF
	Total:		0.20 CFS	50.1 AF

LOCATION OF POINT(S) OF DIVERSION:

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

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	45E	11				11.8													11.8
		12							4.8	0.1									4.9

Total Acres: 16.7

ADDITIONAL CONDITIONS OF ACCEPTANCE

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

SCANNED
FEB 12 2014

8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
9. In accordance with Idaho Code §§ 42-248 and 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. 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.



SCANNED
FEB 17 2014

#250. - for this app
 Receipt No. E039317
 Fee Amount \$ 275. -
 Date/by 11/20/2013
 (For Department Use Only)

STATE OF IDAHO
 WATER RESOURCE BOARD

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

RECEIVED

NOV 20 2013

Department of Water Resources
 Eastern Region

Name of Seller/Lessor Gary and Shannon Summers Phone _____
 Mailing address 27 N 3000 E, Sugar City, ID 83448 Email _____

A. DESCRIPTION OF WATER RIGHT, OR PORTION THEREOF, OFFERED TO THE BANK

If the entire right is for sale or lease, check here ☐, list the water right number, and skip to Part B.

1. Water Right Number 22-14026 Amount (cfs/ac-ft) 0.20 cfs Nature of Use Irrigation Period of Use 04/15 to 10/15
50.1 ac-ft _____ to _____
 _____ to _____
 Total Amount: 0.20 cfs

2. Source of water Ground water tributary to _____

3. Point(s) of Diversion:

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

4. Lands irrigated or place of use: *See Part D for additional information regarding place of use.

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	45E	11				11.8													11.8
		12							4.8	0.1									4.9

If the right is for irrigation, show total number of acres offered to the bank. Total Acres 16.7

B. OWNERSHIP

1. Are you currently listed in IDWR's records as the owner of the water right being offered to the bank? Yes ☒ No ☐
 If no, provide documentation of your authority to sign on behalf of the right holder OR attach a Notice of Change in Water Right Ownership form along with the required documentation and fee.
2. 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 to the proposed sale or lease and list name of entity:

C. GENERAL INFORMATION

1. Please provide a description of the current diversion system.

Well to pump to mainline and sprinklers.

2. Describe any other water rights used for the same purpose or at the same place of use as described above.

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.

3. Will the present place of use continue to receive water from any source?

Yes ☒ No ☐If yes, describe. Some subdivision lots receive domestic water (1/2 ac irrigation) from private wells

4. Has any portion of this water right undergone a period of five or more consecutive years of non-use?

Yes ☐ No ☒If yes, describe and attach watermaster records or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code.

5. Is this water right involved in any other Department process such as an application for transfer or a mitigation plan? Yes
- ☐
- No
- ☒

If yes, describe.**D. REQUIRED ITEMS**

This form must be signed and submitted with the following REQUIRED items:

1. Plat map, survey map or aerial photograph clearly showing the specific acres proposed to be idled by this lease application.
2. Filing fee of \$250.00. If you are submitting more than one lease application and the rights have a common place of use or common diversion rate or common diversion volume, the combined maximum fee is \$500.00.
3. A completed Internal Revenue Service (IRS) Form W-9 (attached). If your water right is rented, we will be unable to issue payment to you without a current W-9 form.

E. SALE/LEASE AGREEMENT

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

If lease, for a period from 11/15/2013 to 12/31/2018 (not to exceed 5 years).
(Month / Day / Year) (Month / Day / Year)

2. 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 right for sale or lease to the Idaho Water Resource Board.**

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner/lessor of the right may not use the right even if the right is not rented from the bank.
3. A right accepted into the bank stays in the bank until the Board releases it or the lease term expires.
4. While a right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

Signature of Applicant

Printed Name and Title*

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

Instrument # 230363

TETON COUNTY, IDAHO

11-7-2013 01:22:30 No. of Pages: 2

Recorded for: RIGBY ANDRUS & RIGBY

MARY LOU HANSEN

Fee: 13.00

Ex-Officio Recorder Deputy

Index to: DEED, GRANT

GRANT DEED

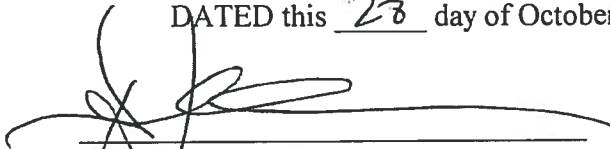
FOR VALUE RECEIVED, David Temple & Joy Temple, of 16651 SW Henderson, Beaverton, OR 97007, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

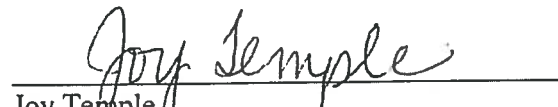
WITNESSETH, that the Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, and by these presents do grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantors' interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals this day.

DATED this 28 day of October, 2013

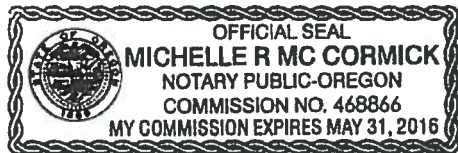

David Temple

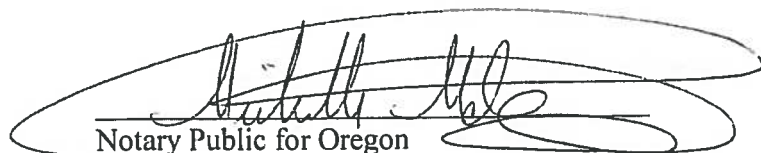

Joy Temple

STATE OF OREGON,)
 ss.
County of Martin.)

On this 28th day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Temple and Joy Temple**, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for Oregon
Residing at:
My Commission Expires: May 31, 2016

17296-001
Instrument # 222667

TETON COUNTY, IDAHO

6-21-2012 01:01:15 No. of Pages: 2

Recorded for : RIGBY ANDRUS & RIGBY

MARY LOU HANSEN

Fee: 13.00

Ex-Officio Recorder Deputy *[Signature]*

Index to: DEED, GRANT

GRANT DEED

FOR VALUE RECEIVED, Cristina ^{C.} Mellon, of 215 W. Butler Lane, Driggs, ID 83422, hereinafter called "Grantor"; does hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantor, for and in consideration of the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantor's interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantor has hereunto set her hand and seal this day.

DATED this 11th day of June, 2012

[Signature: Cristina C. Mellon]
Cristina C. Mellon

County of Teton.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

PHONESAVANH JONES - NOTARY PUBLIC

County of Teton State of Wyoming

My Commission Expires June 13, 2015

GRANT DEED

FOR VALUE RECEIVED, Mathew Maguire and Allison Maguire, of 526 S. Franklin St., West Chester, PA 19382, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, and by these presents do grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantors' interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals this day.

DATED this 12 day of ^{November}~~October~~, 2013



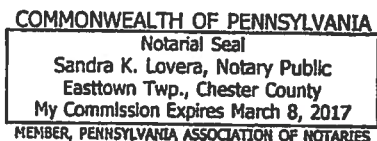
Mathew Maguire

Mathew



Allison Maguire

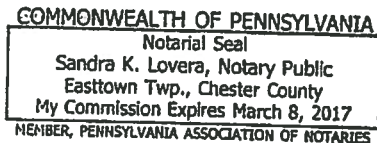
Allison



County of Chesler.

On this 12 day of ^{November}~~October~~, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mathew Maguire and Allison Maguire**, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Pennsylvania
Residing at:
My Commission Expires: 3-8-17

GRANT DEED

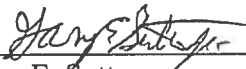
FOR VALUE RECEIVED, Gary E. Sutton & Lynn Ann Karl, of 372 Butler Lane, Driggs, ID 83422, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, and by these presents do grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

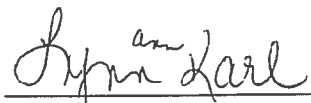
Any and all Grantors' interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals this day.

DATED this 27th day of October, 2013



Gary E. Sutton



Lynn Ann Karl

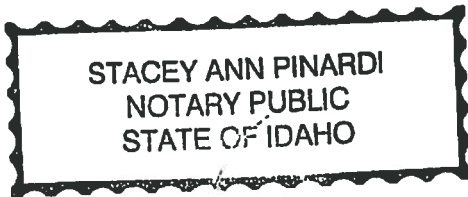
STATE OF IDAHO,

SS.

County of Teton.

On this 27th day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **Gary E. Sutton and Lynn Ann Karl**, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Stacey Ann Pinardi
Notary Public for Idaho
Residing at: 3940 Grand Sk., Driggs ID
My Commission Expires: May 16, 2017

GRANT DEED

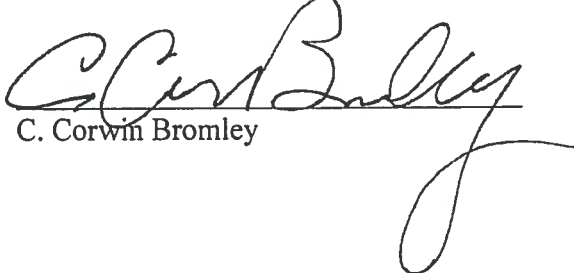
FOR VALUE RECEIVED, C. Corwin Bromley and Monika Bromley, of 7331 S. Flanders St., Centennial, CO 80016, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

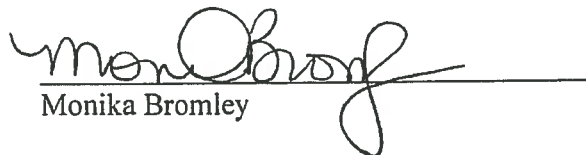
WITNESSETH, that the Grantor, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantor's interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantor has hereunto set her hand and seal this day.

DATED this 18th day of October, 2013

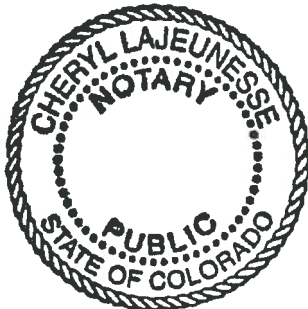

C. Corwin Bromley


Monika Bromley

County of Denver)

On this 18th day of October, 2013, before me, the undersigned, ^{Monika} a Notary Public in and for said State, personally appeared **C. Corwin Bromley and ~~Monia~~ Monika Bromley**, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



My Commission Expires 12/18/2014

Cheryl Lefebvre
Notary Public for Colorado
Residing at: Denver, CO
My Commission Expires: 12-18-2014

GRANT DEED

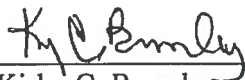
FOR VALUE RECEIVED, Kirby C. Bromley and Slavina B. W. Bromley, of HC 45 Box 820, Lodge Grass, MT 59050, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, and by these presents do grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

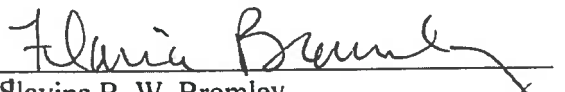
Any and all Grantors' interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals this day.

DATED this 28 day of October, 2013



Kirby C. Bromley



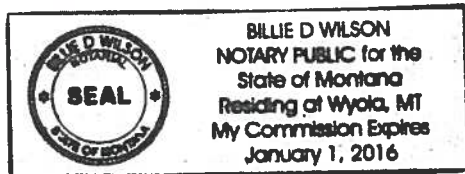
Slavina B. W. Bromley

County of Big Horn.

On this 28 day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kirby C. Bromley and Slavina B. W. Bromley**, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

 Notary Public for Montana
 Residing at: Wyola, MT
 My Commission Expires: January 1, 2016



GRANT DEED

FOR VALUE RECEIVED, Charles E. Stuart and Susan K. Stuart, of 11817 Chateau Way, Truckee, CA 96161, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, and by these presents do grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

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IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals this day.

DATED this 28th day of October, 2013


Charles E. Stuart


Susan K. Stuart

See attached California
All purpose Acknowledgment

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of NEVADA

On OCTOBER 28, 2013 before me, LORRAINE TARANTINO-NOTARY PUBLIC

(Here insert name and title of the officer)

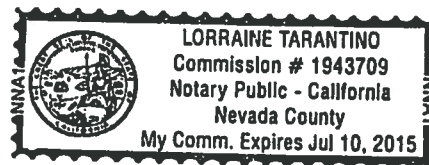
personally appeared CHARLES EDWARD STUART JR. and SUSAN KAY STUART

who proved to me on the basis of satisfactory evidence 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 in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lorraine Tarantino
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

GRANT DEED

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document



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

February 12, 2014

SHANNON AND GARY SUMMERS
1177 E 9TH N
REXBURG ID 83440

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

Dear Lessor:

Water Right 22-14026 was leased into the Water Supply Bank on August 1, 2013 in accordance with the executed original Lease Contract enclosed. **Your water rights as described on the Lease Contract are considered leased into the Bank and should remain unused until they are formally released from the Bank.**

The rights will automatically be released from the Bank on **December 31, 2018**, unless the rights are released earlier by the Board, or upon your request. **Please note your rights may not be available for immediate release if they have been rented.** 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. This form is available from our public website at www.idwr.idaho.gov.

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 me at 287-4879.

Sincerely,

for Sandra Thiel
Sandra Thiel

Water Resource Planner

Enclosure: Executed Lease Contract

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

SCANNED
FEB 12 2014

Jan 30, 2014

To Whom it may concern: Sandra

RECEIVED
FEB 04 2014
DEPARTMENT OF
WATER RESOURCES

To Further Expedite all mail
to us, our Idaho Address is: 1177 E 9th N
Rexburg, Id 83448

Our winter Address so no mail forwarding

is: 1489 N Williams Dr.

Queen Valley, AZ 85118 - This will be until
May 1st 2014

The Idaho Address has been changed
since July 2013.

Thank you -

If you would please remove

27 N 3000 E

Sugar City, Id 83440

We would appreciate it!

SCANNED

FEB 12 2014



RECEIVED
JAN 29 2014
DEPARTMENT OF
WATER RESOURCES

January 27, 2014

RMEA 09-0054

IDWR
Attn: Sandra Thiel
PO Box 83720
Boise, ID 83720-0098

Re: Lease Contract for Gary and Shannon Summers

Dear Sandy,

Enclosed are two original signed lease contracts for Gary and Shannon Summers.
Please let me know if there is anything else you need.

Thank you,

A handwritten signature in blue ink, appearing to read "Kristin", with a stylized flourish at the end.

Kristin Moore
Water Rights Analyst

Enclosures: Signed Lease Contracts

SCANNED
FEB 12 2014



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

December 31, 2013

SHANNON AND GARY SUMMERS
27 N 300 E
SUGAR CITY ID 83348

RE: APPLICATION(S) TO LEASE WATER RIGHT(S) 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 BOTH 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.

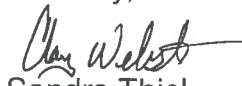
The rights will automatically be released from the Bank on **December 31, 2018**, unless the rights are released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To request an extension of the lease period, submit a Request to Extend the Lease Term form along with applicable fees to the Department prior to the release date. 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 me at 287-4879.

Sincerely,


for Sandra Thiel

Water Resource Planner

Enclosure: Proposed Lease Contracts

c: Kristin Moore – Rocky Mountain Environmental

SCANNED

FEB 12 2014

MEMORANDUM

To: Water Right No. 22-14026
From: Sandy Thiel
Date: December 18, 2013
Re: Review of Applications to Lease Water Rights to the State Water Supply Bank

PURPOSE/NARRATIVE: Kristin Moore with Rocky Mountain Environmental Ass. submitted a lease application on behalf of Gary and Shannon Summers. They want to put 16.7 acres into the Bank to prevent forfeiture. The right was decreed 11/24/2008. They have already placed 125.0 acres of the original 215.6 acres into the Water Supply Bank,

AUTHORITY TO FILE: Gary and Shannon Summers are the current water right holders.

The acres being submitted into the WSB have multiple owners, in addition to Gary and Shannon Summers. The property was developed and divided into individual lots, with 23 lots sold. 14 of the lots currently have homes and private wells. The water right is solely owned by the Summers. The Summers submitted Grant Deeds for the 7 lots that cover the acres they intend to lease into the bank under this lease. These deeds convey all interest in water right 22-14026 to the Summers. Copies of the deeds are included in the file.

WATER RIGHT VALIDITY: This water right was decreed 11/24/2008 making it valid at the time of this lease. Leasing the right will protect against forfeiture.

INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: No enlargement is evident through the lease alone. Proper rental review should protect against enlargement.

Water right 22-14026 provides 0.012 cfs per acre and 3 AF per acre instead of 0.02 cfs and 3.5 AF. The lease agreement for 0.2 cfs and 50.1 AF also provide 0.012 cfs per acre and 3 AF per acre.

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 Summers, but are delivered to neighboring property. This change in place of use has not been formally updated in the record books. None of these shares will be used to irrigate the POU that is being placed in the Water Supply Bank.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest. The leased right is within the Non-Trust water area.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The lease appears consistent with the conservation of water resources in Idaho.

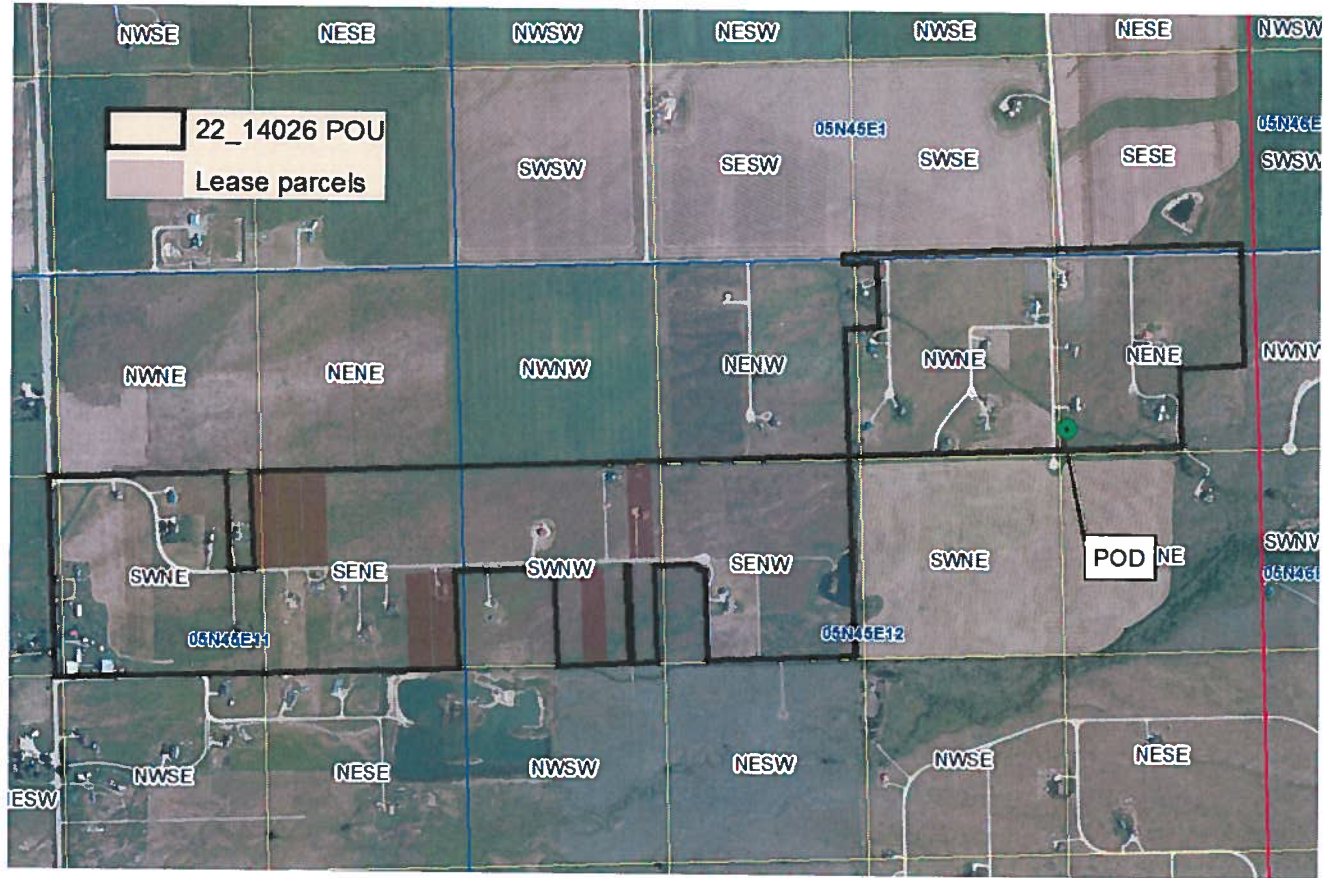
DEPARTMENT STAFF OR WATERMASTER COMMENTS: The leased right is not subject to any Water District. Comments were requested from the Easter regional office. None were received.

SCANNED

FEB 12 2014

ADDITIONAL INFORMATION:

The Summers have filed for two transfers for 10 and 6.3 acres under this right. The 16.7 acres under this lease are not part of either transfer.



SCANNED

FEB 12 2014