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MAY 23 2014
DEPARTMENT OF
WATER RESOURCES

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
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29-14054	12/31/1974	Ground Water	NA	0.24 cfs	80.8 af	NA	20.3 ac
29-14055	06/20/1961	Ground Water	NA	0.02 cfs	4.4 af	NA	1.1 ac
29-14056	10/26/1966	Ground Water	NA	0.02 cfs	2.9 af	NA	0.6 ac
Total Annual Combined Limit				0.24 cfs	NA	NA	NA

35-2553A	01/08/1959	Ground Water	NA	0.48 cfs	98.0 af	NA	24.5 ac
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35-14292	05/01/1973	Ground Water	NA	1.18 cfs	294.0 af	NA	73.5 ac
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43-13595	05/04/1978	Ground Water	NA	0.33 cfs	81.1 af	NA	20.3 ac
43-13597	05/23/1962	Ground Water	NA	0.06 cfs	38.9 af	NA	9.7 ac
Total Annual Combined Limit				0.33 cfs	NA	NA	*30.0 ac

Annual Combined Rental Totals 2.23 cfs 600.1 af *140.0 ac 150.0 ac

*10 acres irrigation rented under Rights 43-13595 & 43-13597 are not diverted to provide mitigation for the effects of this rental identified through ESPA modeling.

Term of Rental: January 22, 2014 to December 31, 2014

Rental Fee: \$5,703.50

The full fee for rental of the above-described water at \$17/af is \$5,703.50.

The applicant owns water right 35-14292 and is responsible to pay only 10% of the rental fee for water rented under that right: $294.0 \text{ af} \times \$17.00 \times 10\% = \$499.80$.

The remaining rental fee is associated with water rights owned by others: $306.1 \text{ af} \times \$17.00 = \$5,203.70$, $\$4,683.33 = 90\%$ lessor fees and $\$520.37 = 10\%$ administrative costs.

Ten percent of fee for all 600.1 af rented water (\$1,020.17) will go to the Department for administrative costs, and the remaining balance of \$4,683.33 will be paid to the lessors.

No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

SUPPORT DATA

29-14054

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

Detailed water right conditions are attached.

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:

JTK LLC BY
Jason Kress
Signature of Renter

Jason Kress, Owner
Printed Name and Title*

5/20/14
Date

Theresa Kress
Signature of Renter

Theresa Kress, owner
Printed Name and Title*

5/20/14
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 satisfies 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 conditions 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 23, 2014

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

LOCATION OF POINT(S) OF DIVERSION

All Rights:

GROUND WATER NW¼SE¼ SE¼ Sec. 7 Twp 09S Rge 29E POWER County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/01 TO 10/31 FOR WATER RIGHTS 29-14054, 29-14055, 29-14056 & 35-14292

04/01 TO 11/01 FOR WATER RIGHTS 35-2553A

03/15 TO 11/15 FOR WATER RIGHTS 43-13595 & 43-13597

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	
09S	29E	7				34.0									34.0	34.0		38.0	140.0

Total Acres: 140.0

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. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

11. Prior to the diversion and use of water under this rental agreement, and as required by approval of Transfer 78274 for Right 35-14292, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
12. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
13. The water rented under this agreement is appurtenant to irrigation of 150.0 acres; 10 acres irrigation under Rights 43-13595 and 43-13597 is not diverted to provide mitigation for the effects of this rental identified through ESPA modeling.
14. This rental agreement does not authorize the construction of a well.
15. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
16. 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. 120.

