

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

RECEIVED
MAY 16 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: **ECCLES FLYING HAT RANCH LLC**
PO BOX 3028
SALT LAKE CITY UT 84110
801-246-5329

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
37-481D	8/1/1882	Big Wood River	Malad River	0.04 cfs	18.2 af	NA	5.2 ac
37-482J	8/1/1884	Big Wood River	Malad River	0.04 cfs	18.2 af	NA	5.2 ac
Total Annual Combined Limit				NA	18.9 af	NA	5.4 ac
37-483D	8/1/1902	Big Wood River	Malad River	0.04 cfs	24.5 af	NA	7.0 ac
37-577BP	3/24/1883	Big Wood River	Malad River	0.08 cfs	24.5 af	NA	7.0 ac
Total Annual Combined Limit				NA	25.5 af	NA	7.3 ac
37-917	4/1/1940	Big Wood River	Malad River	0.03 cfs	11.6 af	NA	3.3 ac
37-11975	6/15/1891	Big Wood River	Malad River	0.04 cfs	3.5 af	NA	1.0 ac
37-11976	6/1/1884	Big Wood River	Malad River	0.01 cfs	3.5 af	NA	1.0 ac
37-11977	6/15/1891	Big Wood River	Malad River	0.01 cfs	1.2 af	NA	0.3 ac
37-11978	6/1/1884	Big Wood River	Malad River	0.01 cfs	3.5 af	NA	1.0 ac
Total Annual Combined Limit				NA	3.5 af	NA	1.0 ac
37-2713	8/18/1965	Ground Water	NA	0.29 cfs	59.5 af	NA	17.0 ac
37-7356	4/28/1974	Ground Water	NA	0.07 cfs	30.2 af	NA	17.0 ac
Total Annual Combined Limit				NA	NA	NA	17.0 ac
Annual Combined Rental Totals				0.76 cfs	119.0 af	NA	17.0 ac

Term of Rental: April 15, 2014 to December 31, 2016

Rental Fee: \$253.64 annually

The fee for rental of the above-described water is \$2,536.40. Because you own the above referenced water rights you are obligated to pay ten percent (\$253.64) to the Department for administrative costs only. An annual payment shall be received by the Department prior to February 15 each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date. 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.

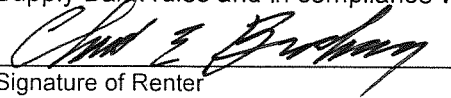
SUPPORT DATA

IN FILE # 37-481D

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


Signature of Renter

Charles E. Brockway Reg.
Printed Name and Title*

5/14/2014
Date

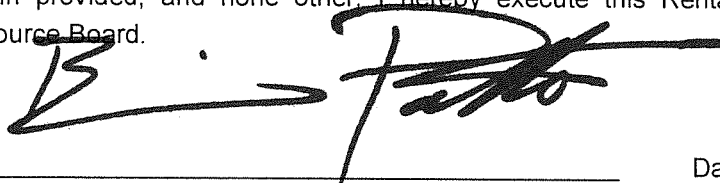
Signature of Renter

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 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, Acting Administrator
Idaho Water Resource Board

Date May 20, 2014

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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

37-481D, 37-482J, 37-483D, 37-577BP, 37-917, 37-11975 thru 37-11978:

BIG WOOD RIVER	SE¼SW¼NE¼	Sec. 16	Twp 02N	Rge 18E	BLAINE County
BIG WOOD RIVER	SE¼NE¼SE¼	Sec. 22	Twp 02N	Rge 18E	BLAINE County
BIG WOOD RIVER	NW¼SE¼	Sec. 26	Twp 02N	Rge 18E	BLAINE County

37-2713 and 37-7356:

GROUND WATER	SW¼SE¼	Sec. 23	Twp 02N	Rge 18E	BLAINE County
GROUND WATER	NE¼SW¼	Sec. 23	Twp 02N	Rge 18E	BLAINE County
GROUND WATER	NW¼SW¼	Sec. 23	Twp 02N	Rge 18E	BLAINE County
GROUND WATER	SW¼SE¼	Sec. 15	Twp 02N	Rge 18E	BLAINE County

BENEFIAL USE

IRRIGATION

SEASON OF USE

04/15 TO 10/31 FOR WATER RIGHTS DIVERTED FROM BIG WOOD RIVER

05/01 TO 09/01 FOR WATER RIGHTS DIVERTED FROM GROUND WATER

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	
02N	18E	26															17.0		17.0

Total Acres: 17.0

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.

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WATER USE DETAILS

CONDITIONS OF WATER USE CONTINUED

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. The water use of 37-481D, 37-482J, 37-483D, 37-577BP, 37-917, 37-11975, 37-11976, 37-11977, 37-11978, 37-2713 and 37-7356 under this rental agreement shall not exceed a maximum diversion rate of 0.76 cfs and 59.5 af at the field headgate when applied by sprinkler system, and when applied by surface application shall not exceed a maximum diversion rate of 0.68 cfs and 119.0 af at the field headgate. Any portion of these rights in excess of the maximum applied rates of diversion and volumes at the field headgate shall be limited to use for conveyance losses and shall not be diverted from the river unless required for the delivery of the applied rate of water to the field headgate.
12. This right when combined with all other rights shall provide no more than 3.5 afa per acre when applied by sprinkler system and 7.0 afa per acre when applied by surface application at the field headgate for irrigation of the lands above.
13. The source of water in connection with the point of diversion listed above in Section 26 is Big Wood River despite being pumped via a well. This rental does not authorize water rights 37-2713 and 37-7356 to divert water from that point of diversion.
14. 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.