

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

This is to certify that: **DANIEL L WEST**  
**KIMBERLEE JO WEST**  
**10294 SW MINT FARM RD**  
**MOUNTAIN HOME ID 83647**  
**(208)590-2312**  
**Jo\_gowest@yahoo.com**

**RECEIVED**  
**APR 29 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**

| <u>Water Right</u>                   | <u>Rented Rate</u>                        | <u>Annual Rented Volume</u> | <u>Acres Limit</u> | <u>Total Rented Acres</u> |
|--------------------------------------|-------------------------------------------|-----------------------------|--------------------|---------------------------|
| 61-12177                             | 0.05 CFS                                  | 9.0 AF                      | N/A                | 2.5 AC                    |
| 61-12180                             | 0.02 CFS                                  | 6.1 AF                      | N/A                | 4.0 AC                    |
| <b>Combine Rental Totals:</b>        | <b>0.05 CFS</b>                           | <b>9.0 AF</b>               | <b>N/A</b>         | <b>4.0 AC</b>             |
| 61-12039                             | 2.49 CFS                                  | 713.7 AF                    | N/A                | 158.6 AC                  |
| <b>Total Combined Rental Totals:</b> | <b>2.54 CFS</b>                           | <b>722.7 AF</b>             | <b>127 AC</b>      | <b>162.6 AC*</b>          |
| <b>Term of Rental:</b>               | <b>April 1, 2014 to December 31, 2016</b> |                             |                    |                           |

\* This rental authorizes the irrigation of 127 acres total. Extra acres were necessary to reach the requested diversion rate.

**Rental Fee: \$12,285.90 annually**

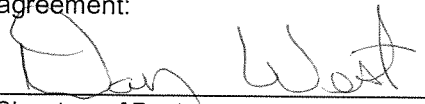
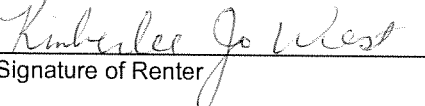
The fee for rental of the above-described water is \$12,285.90. Ten percent (\$1,228.59) will go to the Department for administrative costs, and the remainder will be paid to the lessor. An annual payment shall be received by the Department prior to February 1, each year for the duration of the rental 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 specific limitations and conditions are attached.

**SUPPORT DATA**  
**IN FILE # 61-12039**

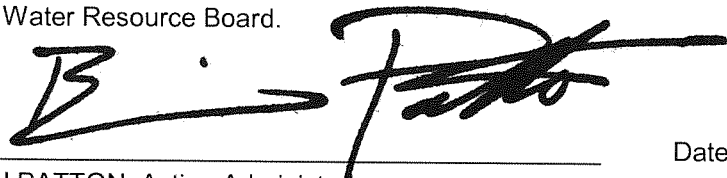
**SCANNED**  
**MAY 08 2014**

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:

|                                                                                                          |                                                            |                          |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------|
| <br>Signature of Renter | <u>Dan West /owner</u><br>Printed Name and Title*          | <u>4-24-2014</u><br>Date |
| <br>Signature of Renter | <u>Kimberlee Jo West /owner</u><br>Printed Name and Title* | <u>4-24-2014</u><br>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 8, 2014

**WATER SUPPLY BANK RENTAL AGREEMENT  
WATER RIGHT NO. 61-12039**

The 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 below:

**Renter:** DANIEL L WEST  
KIMBERLEE JO WEST  
10294 SW MINT FARM RD  
MOUNTAIN HOME ID 83647

**Priority Date:** 1/13/1964

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u> | <u>To</u>     | <u>Diversion Rate</u> | <u>Volume</u>   |
|-----------------------|-------------|---------------|-----------------------|-----------------|
| IRRIGATION            | 04/01       | to 10/31      | 2.49 CFS              | 713.7 AF        |
|                       |             | <b>Total:</b> | <b>2.49 CFS</b>       | <b>713.7 AF</b> |

**LOCATION OF RENTER'S POINT(S) OF DIVERSION:**

GROUND WATER NWNW Sec. 25, Twp 04S, Rge 05E, ELMORE County

### Place Of Use

## IRRIGATION within ELMORE County

[illegible]

POU Total Acres: 127.0

Total Acres: 127

**COMBINED LIMITS OF RENTED RIGHT:**

| <u>Combined Rights</u>              | <u>Rented Rate</u> | <u>Rented Volume</u> | <u>Acre Limit</u> | <u>Total Rented Acres</u> |
|-------------------------------------|--------------------|----------------------|-------------------|---------------------------|
| 61-12039, 61-12177,<br>and 61-12180 | 2.54 CFS           | 722.7 AF             | 127 AC            | 162.6 AC                  |

## CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acres nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.

**WATER SUPPLY BANK RENTAL AGREEMENT**  
**WATER RIGHT NO. 61-12177**

The 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 below:

**Renter:** DANIEL L WEST  
KIMBERLEE JO WEST  
10294 SW MINT FARM RD  
MOUNTAIN HOME ID 83647

Priority Date: 12/28/1959

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u> | <u>To</u>     | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|-------------|---------------|-----------------------|---------------|
| IRRIGATION            | 04/01       | to 10/31      | 0.05 CFS              | 9 AF          |
|                       |             | <b>Total:</b> | <b>0.05 CFS</b>       | <b>9 AF</b>   |

**LOCATION OF RENTER'S POINT(S) OF DIVERSION:**

GROUND WATER NWNW Sec. 25, Twp 04S, Rge 05E, ELMORE County

### Place Of Use

## IRRIGATION within ELMORE County

|     |     |     |    |    |    |    |      |      |      |      |    |    |    |    |    |    |    |    |        |
|-----|-----|-----|----|----|----|----|------|------|------|------|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE |    |    |    | NW   |      |      |      | SW |    |    |    | SE |    |    |    |        |
| Twp | Rng | Sec | NE | NW | SW | SE | NE   | NW   | SW   | SE   | NE | NW | SW | SE | NE | NW | SW | SE | Totals |
| 04S | 05E | 25  |    |    |    |    | 32.0 | 31.0 | 32.0 | 32.0 |    |    |    |    |    |    |    |    | 127.0  |

POU Total Acres: 127.0

Total Acres: 127

Acre limit within place of use described: 2.5 AC

**COMBINED LIMITS OF RENTED RIGHT:**

| <u>Combined Rights</u>              | <u>Rented Rate</u> | <u>Rented Volume</u> | <u>Acre Limit</u> | <u>Total Rented Acres</u> |
|-------------------------------------|--------------------|----------------------|-------------------|---------------------------|
| 61-12039, 61-12177,<br>and 61-12180 | 2.54 CFS           | 722.7 AF             | 127 AC            | 162.6 AC                  |

## CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.

6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acres nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.

**WATER SUPPLY BANK RENTAL AGREEMENT  
WATER RIGHT NO. 61-12180**

The 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 below:

**Renter:** DANIEL L WEST  
KIMBERLEE JO WEST  
10294 SW MINT FARM RD  
MOUNTAIN HOME ID 83647

**Priority Date:** 4/1/1975

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|---------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/01         | to 10/31  | 0.05 CFS              | 9 AF          |
|                       | <b>Total:</b> |           | <b>0.05 CFS</b>       | <b>9 AF</b>   |

**LOCATION OF RENTER'S POINT(S) OF DIVERSION:**

GROUND WATER NWNW Sec. 25, Twp 04S, Rge 05E, ELMORE County

**Place Of Use**

IRRIGATION within ELMORE County

|     |     |     | NE |    |    |    | NW   |      |      |      | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|------|------|------|------|----|----|----|----|----|----|----|----|--------|
| Twp | Rng | Sec | NE | NW | SW | SE | NE   | NW   | SW   | SE   | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 04S | 05E | 25  |    |    |    |    | 32.0 | 31.0 | 32.0 | 32.0 |    |    |    |    |    |    |    |    | 127.0  |

POU Total Acres: 127.0

Total Acres: 127

Acre limit within place of use described: 1.5 AC

**COMBINED LIMITS OF RENTED RIGHT:**

| <u>Combined Rights</u>              | <u>Rented Rate</u> | <u>Rented Volume</u> | <u>Acre Limit</u> | <u>Total Rented Acres</u> |
|-------------------------------------|--------------------|----------------------|-------------------|---------------------------|
| 61-12039, 61-12177,<br>and 61-12180 | 2.54 CFS           | 722.7 AF             | 127 AC            | 162.6 AC                  |

**CONDITIONS OF WATER USE**

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. This rental agreement does not authorize the construction of a well.

6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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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12. This right when combined with all other rights shall provide no more than 0.02 cfs per acres nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.