

WATER SUPPLY BANK LEASE CONTRACT

This Lease Contract ("**Lease**") is effective January 21, 2014, between the Idaho Water Resource Board ("**Board**"), and

Lessor: JERRY TURCO
525 RIVERSIDE AVE
LYNDHURST NJ 07071
(201) 460-9069
turco228@aol.com

RECEIVED

APR 30 2014

DEPARTMENT OF
WATER RESOURCES

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>
37-20348	0.17* CFS	NA	NA	8.4 AC
Combined Lease Totals: 0.17 CFS NA NA 8.4 AC				

*total of 0.03 cfs for conveyance loss in Wood River Irrigation District # 45 canal

The water rights described herein shall be available for rental from the Bank as follows:

Authorized Period of Use under Lease: April 15 to October 31

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.

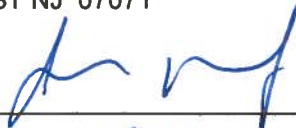
SUPPORT DATA

IN FILE #

37-363D

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

JERRY TURCO
525 RIVERSIDE AVE
LYNDHURST NJ 07071

By 

Date 4-29-14

Printed Name Jerry TURCO

Title _____

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098

By 
Brian Patton, Acting Administrator
Idaho Water Resource Board

Date 05-01-2014

Lease approved by IDWR 

Date 05-01-2014

ATTACHMENT A
WATER RIGHT NO. 37-20348
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: JERRY TURCO
 525 RIVERSIDE AVE
 LYNDHURST NJ 07071
 (201) 460-9069

Priority Date: 06/12/1886

Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.20 CFS	NA
	Total:		0.20 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 36 Twp 02N Rge 18E BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	13																8.4	8.4

Total Acres: 8.4

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.

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. This right combined with all other rights shall provide no more than 0.02 cfs per acre at the field headgate for irrigation of the place of use described for this water right.
13. A portion of this right provides conveyance for other right holders in the shared delivery of water through the Wood River Irrigation District # 45 canal. To prevent injury to other water right holders, the watermaster shall deliver 20% or 0.03 cfs of this right into the District #45 canal whether it is rented or not.
14. A rental of this leased right proposing diversion of water from a different point of diversion shall be conditioned to prevent injury to other water rights, including the minimum stream flow in the Big Wood River and water rights diverted through the Irrigation District #45 Canal.

WATER SUPPLY BANK LEASE CONTRACT

This Lease Contract ("**Lease**") is effective January 21, 2014, between the Idaho Water Resource Board ("**Board**"), and

Lessor: JERRY TURCO
525 RIVERSIDE AVE
LYNDHURST NJ 07071
(201) 460-9069
turco228@aol.com

RECEIVED

APR 14 2014

**DEPARTMENT OF
WATER RESOURCES**

RECITALS

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5. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

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

JERRY TURCO
525 RIVERSIDE AVE
LYNDHURST NJ 07071

By 
Printed Name Jerry Turco

Date 4-7-14
Title Pgs.

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098

By _____
Brian Patton, Acting Administrator
Idaho Water Resource Board

Date _____

Lease approved by IDWR _____

Date _____

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 525 RIVERSIDE AVE
 LYNDHURST NJ 07071
 (201) 460-9069

Priority Date: 06/12/1886

Source: BIG WOOD RIVER **Tributary to:** MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/31	0.20 CFS	NA
	Total:		0.20 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER NE¼SW¼NW¼ Sec. 36 Twp 02N Rge 18E BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	13																8.4	8.4

Total Acres: 8.4

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7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.

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STATE OF IDAHO
WATER RESOURCE BOARD
WATER SUPPLY BANK
REQUEST TO EXTEND LEASE TERM

RECEIVED

JAN 21 2014

DEPARTMENT OF
WATER RESOURCES

ONE FORM PER WATER RIGHT

This form is a statement that the lessor requests an extension of a Water Supply Bank ("Bank") lease for the water right identified below. A water right remains in the Bank for the accepted lease period unless released earlier by the Water Resource Board or until the lessor submits a request in writing to the Department of Water Resources to release the right from the Bank. However, if a water right is currently rented, the portion of the right being rented must remain in the Bank for the duration of the rental agreement.

If requesting a change in lease amounts (reducing or increasing acreage, etc.), you must file an Application to Sell or Lease a Water Right to the Water Supply Bank. This form can be found on IDWR's website at: www.idwr.idaho.gov.

Water Right No: 37-363D, 37-20348 Telephone No: 201-460-9069

Name(s) of Lessor(s): JERRY TURCO

Mailing Address: 525 RIVERSIDE AVE.

City: LYNDHURST State: NS Zip: 07071

Current Expiration Date: DECEMBER 31, 2013

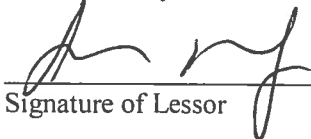
Requested Expiration Date: DECEMBER 31, 2018

Lease term not to exceed 5 years.

All lease extension request forms 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 for the duration of this lease.
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.

The lessor requests that the above water right remain in the Bank through the date referenced above.


Signature of Lessor

JERRY TURCO Pres.
Printed Name and Title*

1-14-14
Date

Signature of Lessor

Printed Name and Title*

Date

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

Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

FOR OFFICE USE ONLY

Filing fee received by: CS Date: 01/21/14 Receipt No: C098194