

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

RECEIVED
MAR 25 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: **BROWN RANCH INC**
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982
danbrown@sunvalley.net

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	Rented Rate	Annual Rented Volume	Total Rented Acres
	37-5	1.16 CFS	203.0 AF	58.0 AC
	37-833R	0.76 CFS	133.0 AF	38.0 AC
	37-20615	0.15 CFS	7.0 AF	2.0 AC
	37-20808	0.02 CFS	3.5 AF	1.0 AC
	37-21739	0.03 CFS	3.9 AF	1.1 AC
COMBINED RENTAL TOTALS:		2.12 CFS	350.4 AF	100.1 AC
	37-496B	0.33 CFS	40.8 AF	16.3 AC
	37-497B	0.16 CFS	40.8 AF	16.3 AC
COMBINED RENTAL TOTALS:		0.49 CFS	40.8 AF	16.3 AC
	37-496D	1.820 CFS	105.0 AF	30.0 AC
	37-497A	0.937 CFS	105.0 AF	30.0 AC
COMBINED RENTAL TOTALS:		2.757 CFS	105.0 AF	30.0 AC
	37-21855	0.072 CFS	NA	4.2 AC
	37-21872	0.008 CFS	NA	4.2 AC
	37-21889	0.04 CFS	NA	4.2 AC
	37-21906	0.008 CFS	NA	4.2 AC
	37-21923	0.112 CFS	NA	4.2 AC
COMBINED RENTAL TOTALS:		0.24 CFS	14.7 AF	4.2 AC
OVERALL RENTAL TOTALS:		5.657 CFS	510.9 AF	150.6 AC
TERM OF RENTAL:	<u>April 15, 2014, to December 31, 2014</u>			
RENTAL FEE:	<u>\$8,685.30</u>			

The fee for rental of the above-described water is \$8,685.30. Ten percent (\$868.53) will go to the Department for administrative costs, and the remainder will be paid to the lessor.

SUPPORT DATA
IN FILE # 37-5

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

Detailed water right specific limitations and conditions 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:

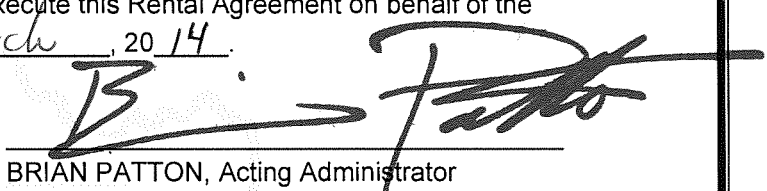
Dated this 23rd day of March, 20 14.

By: DANIEL P. BROWN
(Print Name)

Daniel P Brown
(Signature)

President
(Title if on behalf of company or organization)

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 this 25th day of March, 20 14.


BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 37-5 WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 3/10/1883

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	1.16 CFS	203 AF
	Total:		1.16 CFS	203 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23						38.0	37.0										75
Total Acres:																			533.5

Total Acres: 533.5

Acre Limit within Place of Use described: 58.0

Total Combined Rental Acres: 150.6

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.

**WATER RIGHT NO. 37-5
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-833R WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 11/12/1936

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	0.76 CFS	133.0 AF
	Total:			0.76 CFS
				133.0 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres:																			533.5

Total Acres: 533.5

Acre Limit within Place of Use described: 38.0

Total Combined Rental Acres: 150.6

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.

**WATER RIGHT NO. 37-833R
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. Pursuant to a call in times of scarcity, this right is senior to all other rights that did not result from saved water in the Rockwell By-Pass, as established and subject to the provisions included within the Rockwell vs. Coffin decree issued on July 29, 1949.
12. Rockwell By-Pass owners must maintain the by-pass for the entire length of the by-pass capable of carrying 17.36 cfs of water during the irrigation season.
13. The saved water shall be made available to the Rockwell By-Pass saved water right holders any time the Rockwell By-Pass is being used to deliver water to Broadford Slough right holders. The Rockwell saved water rights shall be curtailed when calls for senior water rights from the Broadford Slough cannot be delivered.
14. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-20615 WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 3/24/1883

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	0.15 CFS	7.0 AF
	Total:			0.15 CFS 7.0 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres:																			533.5

Total Acres: 533.5

Acre Limit within Place of Use described: 2.0

Total Combined Rental Acres: 150.6

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.

**WATER RIGHT NO. 37-20615
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-20808
WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
 247 GLENDALE RD
 BELLEVUE ID 83313
 (208) 720-1982

Priority Date: 3/24/1883

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	0.02 CFS	3.5 AF
	Total:		0.02 CFS	3.5 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 1.0

Total Combined Rental Acres: 150.6

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.

**WATER RIGHT NO. 37-20808
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-21739 WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 3/24/1883

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	0.03 CFS	3.9 AF
	Total:			0.03 CFS 3.9 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres:																			533.5

Total Acres: 533.5

Acre Limit within Place of Use described: 1.1

Total Combined Rental Acres: 150.6

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 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.

**WATER RIGHT NO. 37-21739
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-496B WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 7/1/1883

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	0.33 CFS	40.8 AF
	Total:		0.33 CFS	40.8 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 16.3

Total Combined Rental Acres: 150.6

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-496B AND 37-497B	NA	40.8 AF	16.3 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.

**WATER RIGHT NO. 37-496B
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-497B WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 7/1/1892

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	0.16 CFS	40.8 AF
	Total:		0.16 CFS	40.8 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23						38.0	37.0										75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 16.3

Total Combined Rental Acres: 150.6

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-496B AND 37-497B	NA	40.8 AF	16.3 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.

**WATER RIGHT NO. 37-497B
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-496D WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 7/1/1883

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	1.82 CFS	105 AF
	Total:		1.82 CFS	105 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres:																			533.5

Total Acres: 533.5

Acre Limit within Place of Use described: 30

Total Combined Rental Acres: 150.6

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-496D and 37-497A	NA	105 AF	30 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.

**WATER RIGHT NO. 37-496D
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.



WATER RIGHT NO. 37-497A WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 7/1/1892

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	0.937 CFS	105 AF
	Total:		0.937 CFS	105 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23						38.0	37.0										75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 30

Total Combined Rental Acres: 150.6

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-496D and 37-497A	NA	105 AF	30 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.

**WATER RIGHT NO. 37-497A
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-21855
WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
 247 GLENDALE RD
 BELLEVUE ID 83313
 (208) 720-1982

Priority Date: 3/24/1883

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	0.072 CFS	NA
	Total:		0.072 CFS	NA

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 4.2

Total Combined Rental Acres: 150.6

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-21855, 37-21872, 37-21889, 37-21906, 37-21923	NA	14.7 AF	4.2 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.

**WATER RIGHT NO. 37-21855
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-21872 WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 7/10/1884

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	0.008 CFS	NA
	Total:		0.008 CFS	NA

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres:																			533.5

Total Acres: 533.5

Acre Limit within Place of Use described: 4.2

Total Combined Rental Acres: 150.6

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-21855, 37-21872, 37-21889, 37-21906, 37-21923	NA	14.7 AF	4.2 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.

**WATER RIGHT NO. 37-21872
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-21889 WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 9/18/1885

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	0.04 CFS	NA
	Total:			0.04 CFS
				NA

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres:																			533.5

Total Acres: 533.5

Acre Limit within Place of Use described: 4.2

Total Combined Rental Acres: 150.6

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-21855, 37-21872, 37-21889, 37-21906, 37-21923	NA	14.7 AF	4.2 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.

**WATER RIGHT NO. 37-21889
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.



WATER RIGHT NO. 37-21906
WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
 247 GLENDALE RD
 BELLEVUE ID 83313
 (208) 720-1982

Priority Date: 6/12/1886

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	0.008 CFS	NA
	Total:		0.008 CFS	NA

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23						38.0	37.0										75
Total Acres:																			533.5

Total Acres: 533.5

Acre Limit within Place of Use described: 4.2

Total Combined Rental Acres: 150.6

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-21855, 37-21872, 37-21889, 37-21906, 37-21923	NA	14.7 AF	4.2 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.

**WATER RIGHT NO. 37-21906
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-21923
WATER SUPPLY BANK RENTAL AGREEMENT

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: BROWN RANCH INC
 247 GLENDALE RD
 BELLEVUE ID 83313
 (208) 720-1982

Priority Date: 6/15/1891

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	0.112 CFS	NA
	Total:		0.112 CFS	NA

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 4.2

Total Combined Rental Acres: 150.6

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-21855, 37-21872, 37-21889, 37-21906, 37-21923	NA	14.7 AF	4.2 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.

**WATER RIGHT NO. 37-21923
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

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. 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.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

RECEIVED

OCT 07 2013

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Brown Ranch, Inc.Mailing Address 247 Glendale Road; Bellevue, IdahoPhone (208) 720-1982Email danbrown@sunvalley.net

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. <u>Maximum Flow Rate (cfs)</u>	<u>Maximum Volume (ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>5.0</u>	<u>358</u>	<u>Irrigation</u>	<u>4/15/2014</u> to <u>10/31/14</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u> to <u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u> to <u> </u>
Total: <u>5.0</u>	<u>358</u>		

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
1N	18E	12		NW	SE	SW	Blaine

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	18E	15				8					8.2			25	40	33	40	40	194.2
1N	18E	14							8.3		32	40	39	34		33			186.3
1N	18E	22	39	39															78
1N	18E	23																	75

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 533.5

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☐ No ☒

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. Refer to attached sheet

2. Do you own the land at the proposed place of use?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use.

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

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

Head-gate for Glendale Canal #50

2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.

37-22219, 3722223, 37-562A

3. Will the proposed place of use receive water from any other source?

Yes ☒ No ☐

If yes, describe. The above listed water rights from the Big Wood River

4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. NA

5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental?

Yes ☐ No ☒

If yes, describe.

6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation?

Yes ☐ No ☒

If yes, describe.

E. RENTAL TERM

Do you wish to rent water from the Board's bank for more than one (1) year?

Yes ☐ No ☒

If yes, please specify the number of years desired through proposed rental.

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Daniel P. Brown

Signature of Applicant

Daniel P. Brown, President

Printed Name and Title*

9/30/2013

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

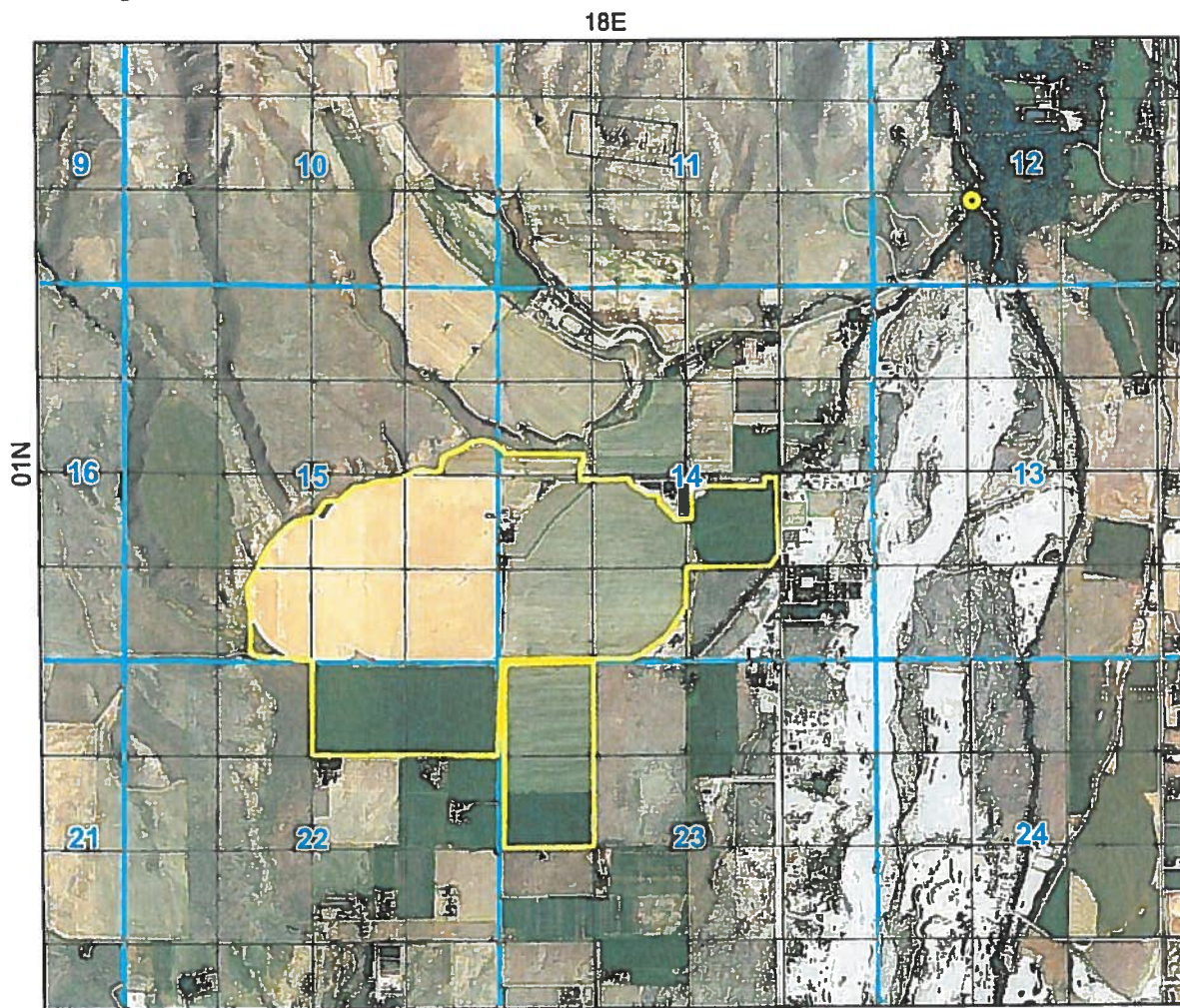
Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

State of Idaho
Department of Water Resources

Brown Ranch POU
Water Bank Rental Application

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters
- Taxlots

0 0.3 0.6 1.2 Miles





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

November 19, 2014

COPY

Brown Ranch
247 GLENDALE RD
BELLEVUE, ID 83313

RE: EXPIRATION OF RENTAL AGREEMENT FOR WATER RIGHT NO(S). 37-5, 37-833R, 37-496D, 37-497A/B, 37-496B, 37-20808, 37-21739, 37-20615, 37-21889, 37-21906, 37-21872, 37-21855, and 37-21923 FROM THE WATER SUPPLY BANK

Dear Renter:

This letter is to inform you that your Rental Agreement for rental of water from the Water Supply Bank has expired. You applied for the rental of water on 11/26/2013 and the subsequent Rental Agreement authorized diversion of water under Water Right No(s). 37-5, 37-833R, 37-496D, 37-497A/B, 37-496B, 37-20808, 37-21739, 37-20615, 37-21889, 37-21906, 37-21872, 37-21855, and 37-21923 through the 2014 season only.

The Rental Agreement is expired, or will be expired by the end of the season of use, and the water use in connection with the rental will no longer be in effect.

Any diversion or use of water associated with this rental agreement is not authorized and, if occurring, will be subject to any necessary enforcement action.

If you wish to rent water in the future, please reapply using new forms from the Department's website at www.idwr.idaho.gov. If you have any questions regarding this matter, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

c: NA



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

March 26, 2014

BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 37-5, 37-833R, 37-20615, 37-20808, 37-21739, 37-496B, 37-497B, 37-496D, 37-497A, 37-21855, 37-21872, 37-21889, 37-21906 AND 37-21923

Dear Renter:

Please find enclosed a receipt in the amount of **\$8,685.30** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 510.9 acre-feet of water for irrigation of 150.6 acres during 2014. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$7,816.77 of the rental fee will be paid to the lessor(s) and 10% or \$868.53 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

for Cherie Palmer

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C098552
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Allen Merritt – IDWR Southern Regional Office
Kevin Lakey – State Water District No. 37



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
March 17, 2014

C.L. "BUTCH" OTTER
Governor

BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 37-5, 37-833R, 37-20615, 37-20808, 37-21739, 37-496B, 37-497B, 37-496D, 37-497A, 37-21855, 37-21872, 37-21889, 37-21906 AND 37-21923**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$8,685.30 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 510.9 acre-feet. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$8,685.30 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$7,816.77 of the rental fee will be paid to the lessor(s) and 10% or \$868.53 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

for Cherie Palmer

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure Proposed Rental Agreement

c: IDWR Front Desk

Palmer, Cherie

From: Palmer, Cherie
Sent: Wednesday, March 12, 2014 1:06 PM
To: 'watermanager@Cableone.net'; Merritt, Allen
Subject: Brown Ranch WSB Proposed Rental
Attachments: L2.0 Rental Agreement.docx; Rental Review Memorandum.docx

Gentlemen,

I have prepared a review memo for a rental for Brown Ranch Inc. I also attached a draft of the rental agreement for your reference. Please let me know if you have any concerns with the rental. This almost mimics what was done last year....this year the Turco water right, 37-363D, was no longer available and the Boyer rights are being used this year. For water rights on District #45 and the Hiawatha, I took out for conveyance losses of 20%. Please let me know if you have any concerns.

Cherie

MEMORANDUM

To: File(s) 37-5, 37-833R, 37-496B, 37-497B, 37-496D, 37-497A, 37-20615, 37-20808, 37-21739, 37-21855, 37-21872, 37-21889, 37-21906, and 37-21923
From: Cherie Palmer
Date: March 12, 2014
Re: Review/Analysis for Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: The applicant is looking for water to cover his rights that may get cut this year. The applicant, Dan Brown or Brown Ranch, worked with Kevin Lakey to find some rights that are desirable. The rights he is seeking must be 1883 or senior in the Big Wood River. Brown has one right that may not get cut this year, 37-22219, and is for 6.29 cfs on 527 acres. Brown Ranches PD (Glendale #50 Headgate) for water right 37-22219 will be used to deliver the rental water. The PD is on a different entity's land but, no special permissions are required since the applicant already has access to the PD.

AUTHORITY TO FILE: Dan Brown is the president of Brown Ranch and has authority to file this application.

WATER RIGHT VALIDITY: There are not enough leased water rights with the required seniority to fulfill the applicant's need. The rental will use up all that is available at this time. Here are the rights for the rental and the details:

Leased Right	Availability			Combined Limit?	Idled in 2013?	Priority Date	Expiration
	Rate (cfs)	Acres	AF (if no volume on right, the standard of 3.5/ac applies				
37-5	1.16	58	(203)		Y	3/10/1883	2015
37-833R	0.76	38	133		In part-12 acres need dried up	Saved	2015
37-496B	0.33	16.3	40.8	Y	Y	7/1/1883	2017
37-497B	0.16	16.3	40.8	Y	Y	7/1/1892	2017
37-496D	1.82	30	(105)	Y	Y-GW Permit	7/1/1883	2016
37-497A	0.937	30	(105)	Y	Y-GW Permit	7/1/1892	2016
37-20615	0.15	2	(7.0)		Unsure	3/24/1883	Indef
37-20808	0.02	1	(3.5)		Y	3/24/1883	2015
37-21739	0.03	1.1	(3.9)		Unsure—may be using GW for lawn	3/24/1883	2015
37-21855	0.09	5.4	(18.9)	Y	Y	3/24/1883	2017
37-21872	0.005	5.4	(18.9)	Y	Y	7/10/1884	2017
37-21889	0.05	5.4	(18.9)	Y	Y	9/18/1885	2017
37-21906	0.005	5.4	(18.9)	Y	Y	6/12/1886	2017
37-21923	0.14	5.4	(18.9)	Y	Y	6/15/1891	2017
Total	5.657	151.8	515.10				

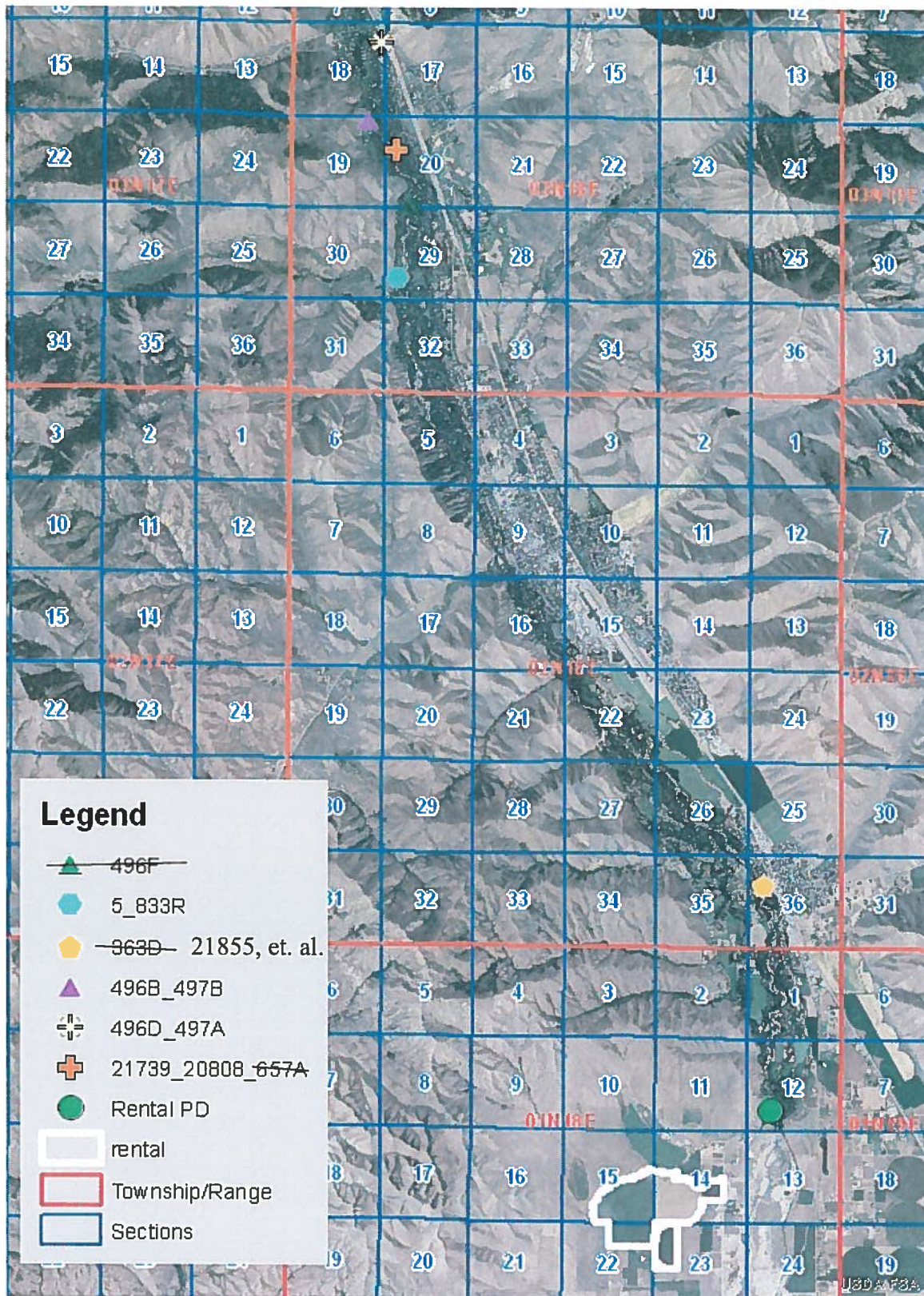
INJURY TO OTHER WATER RIGHTS: All the rights to fill this rental have PDs that are upstream of the rental PD. The rights will be delivered based on priority which should prevent any injury issues. Rights 37-21855, 37-21872, 37-21889, 37-21906, and 37-21923 are associated with District 45 Canal. I have taken out the required 20% conveyance losses out of the rental leaving 20% of the rate of each right behind. Likewise, rights 37-20808, 37-20615, and 37-21739 are associated with the Hiawatha Canal. These rights do not contain special provisions in regard to the Hiawatha Canal but upon speaking with Dave Cropper of the Hiawatha Canal, their policy is to allow for a 20% conveyance loss. Because there are no conveyance allowances on the lease agreements, I will take out the conveyance loss during the rental. Note that right 37-21739 has a much larger % for conveyance loss because of the nature of the ditch.

ENLARGEMENT OF USE: I have confirmed that the leased rights that are going to fill this rental have been idled in accordance with the lease agreements. The rental will contain conditions to limit the rate and volume since the Brown Ranch uses pressurized irrigation practices and some of the leases to fill this rental have large rates to accommodate conveyance losses. Note that the requested rate is higher than an 1"/acre to account for conveyance losses from the Glendale Canal #50 diversion to the applicant's POU.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

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

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The regional manager and the watermaster have no concerns with the application. The watermaster thought that the high diversion rate would be fine to account for conveyance losses.



RECEIVED

OCT 07 2013

DEPARTMENT OF
WATER RESOURCES

Brown Ranch, Inc.
247 Glendale Rd.
Bellevue, Idaho 83313

September 30, 2013

Dept. of Water Resources
P.O. Box 83720
Boise, Idaho 83720-0098

This is a list of the rights we rented in 2013, we are interested in renting them again in 2014: 37-5, 37-363D, 37-496B, 37-496D, 37-497A, 37-497B, 37-833R, 37-20615, 37-20808, and 37-21739

I am enclosing an e-mail from Kevin Lakey with some other rights he found. I am not sure if they would fit our needs or not. I want to stay around the 5.0 cfs range with the earliest available rights. Perhaps you could advise us if we should do any substitutions.

B. Ownership The land where the Glendale #50 headgate is located is owned by:
Sagebrush Equine Training Center, Inc.
114 Calypso Ln.
Bellevue, ID 83313 (208) 578-9111

I can be reached at (208) 720-1982.

Thank You,



Dan Brown

Dan Brown

From: "Kevin Lakey" <watermanager@cableone.net>
Date: Monday, September 30, 2013 3:56 PM
To: "Dan Brown" <danbrown@sunvalley.net>
Subject: more water

Dan,

Here is some more water I found . The water right numbers are:

37-496F (7/1/1883)
37-657A (5/1/1881)
37-21739 (3/24/1883)

Boyer stacked rights:
37-21855 (3/24/1883)
21872 (7/10/1884)
21889 (9/18/1885)
21906 (6/12/1886)
21923 (6/15/1891)

37-22634 (3/24/1883)

Cheri could maybe tell you if these would work for you and how much more they might cost in the total package.

Kevin Lakey