

RECEIVED

DEC 20 2013

DEPARTMENT OF
WATER RESOURCES

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

This is to certify that: IDAHO WATER RESOURCE BOARD
PO BOX 83720
BOISE ID 83720-0098

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
	74-2320	0.53 CFS	63.3 AF	26.5 AC
COMBINED				
RENTAL TOTALS:		0.53 CFS	*63.3 AF	*26.5 AC
			*Limited to 0.14 cfs and 45.3 af	

TERM OF RENTAL: June 1, 2013 to December 15, 2015

TOTAL RENTAL FEE: \$1,777.78

Under a private agreement between the lessor and renter, the total fee for this rental is \$1,777.78 and the negotiated payment to the lessor is \$1,600.00.

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 24th day of DECEMBER, 2013.

By: BRIAN PATTON
(Print Name)

on behalf of the IDAHO
WATER RESOURCE BOARD

[Signature]
(Signature)

BUREAU CHIEF
(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, 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 26th day of December, 2013.

for Shelley W. Keen
GARY SPACKMAN, Director
Department of Water Resources

**WATER RIGHT NO. 74-2320
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: IDAHO WATER RESOURCE BOARD
PO BOX 83720
BOISE ID 83720-0098

Priority Date: 11/08/1957

Source: EIGHTEENMILE CREEK
TEXAS CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	06/01	11/15	0.53 CFS	63.3 AF
	Total:		0.53 CFS*	63.3 AF*

*Limited to 0.14 cfs and 45.3 af

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

Under Water Right No. 74-14993:

LEMHI RIVER (Beginning of Reach)	SW¼SE¼SE¼	Sec. 24	Twp 21N	Rge 22E	LEMHI County
LEMHI RIVER (Ending of Reach)	L9 (SW¼SW¼SW¼)	Sec. 32	Twp 22N	Rge 22E	LEMHI County

RENTER'S PLACE OF USE: INSTREAM FLOW

LEMHI RIVER WITHIN REACH DESCRIBED ABOVE

CONDITIONS OF WATER USE

1. The use of water under this agreement is limited to the consumptive amount of the leased portion of Right 74-2320; an annual volume of 45.3 af and a continuous flow rate of 0.14 cfs from June 1 to November 15.
2. Delivery of water under this rental agreement is subject to the limitations and conditions of Right 74-14993.
3. 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. 74W and the renter's place of use is within State Water District No. 74.
4. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
5. 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 the ongoing Snake River Basin Adjudication or any other department application process.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 74-2320
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.



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

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

December 26, 2013

IDAHO WATER RESOURCE BOARD
PO BOX 83720
BOISE ID 83720-0098

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 74-2320**

Dear Renter:

Please find enclosed a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 63.3 acre-feet of water for instream flow. The full rental fee for 2013 has been received. 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, based on a private arrangement the total rental fee is **\$1,777.78**. A negotiated payment of \$1,600.00 of the rental fee will be paid to the lessor(s) and remaining \$177.78 will be retained by the Department to offset administrative costs.

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

Sincerely,

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Rental Agreement (copy)

c: Sascha Marston – Fiscal

Lyle Swank and James Cefalo – IDWR Eastern Regional Office

Rick Sager – Watermaster, Water District 74

Dan Smith – Watermaster, Water District 74W

Morgan Case – IDWR Northern Regional Office

MEMORANDUM

Date: December 19, 2013
To: Water Right File(s) 74-2320 and 74-15190
From: Pam Skaggs
Re: Water Supply Bank Rental

The 04-08-08 protest filed by James Whittaker to this bank rental was withdrawn through his attorney Robert L. Harris on 05-24-2013. Processing of the rental on an annual basis through a stipulated agreement has ended with the withdrawal of the protest. Review of the original rental request was for a 10 year period to match the term of the lease of the rights. This rental will be for the remaining years of that request for instream flow in the Lemhi River during the 2013 through 2015 seasons.

Review of the rights found that both have had final actions from the Snake River Basin Adjudication (SRBA) resulting in a partial decree for Right 74-2320 and overlapping Right 74-15190 being disallowed. Right 74-15190 will be released from the bank and not included in this current rental agreement. The elements under Right 74-2320 provide all of the previously rented water for both rights and will fill the rental requirements.

No change is made to the rental amounts of 0.53 cfs and 63.3 af limited to an actual delivery of 0.14 cfs and 45.3 af during the reduced season of 06/01 to 11/15. See previous rental memos related to change in nature of use evaluation limiting diversion to consumptive use values. The fees are based on a private agreement between the lessor and renter; total fee equal \$1,777.78 and the negotiated payment to the lessor is \$1,600.00.

I discussed this rental with James Cefalo in our Eastern Region office. He agrees with the multiyear rental to complete this IWRB request. I also contacted Dan Smith, Watermaster for Water District #74-W, and Rick Sager, Watermaster for Water District #74 where the rental occurs by telephone and requested comment. Since this rental has been in place for several years and had close scrutiny, I don't expect any negative comments, but will hold the approval to allow for their responses.

The water right database has been updated to reflect the SRBA partial decree for 74-2320 and the rental is based on the water right. Water Supply Bank updates are required in both workflow and access databases to reflect the release of Right 74-15190 and the continued rental solely on Right 74-2320.



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December 20, 2013

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

IDAHO WATER RESOURCE BOARD
PO BOX 83720
BOISE ID 83720-0098

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 74-2320

TIME SENSITIVE RESPONSE REQUIRED

Dear Applicant:

The Department of Water Resources is again reviewing your request for rental water submitted 05-02-2006 that was protested. Subsequent rental agreements were issued on an annual basis related to a stipulated agreement with the protestant. The protest has been withdrawn and this agreement will cover the remainder of the original 10 year period requested for the 2013 through 2015 seasons.

Right 74-15190 that was previously part of this rental was disallowed in the Snake River Basin Adjudication and has been removed from the rental. Right 74-2320 provides the full the full rental requirements. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement 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 total rental fee of \$1,777.78 is based on a private arrangement between the lessor and rentor. A negotiated lessor payment of \$1,600.00 will be paid annually to the right holder. The fee for 2013 has been received. An annual payment shall be received by the Department in association with this rental in each year of the authorized rental period. The agreement will be void if payment is not received in a given year. 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 season of use.

Please return the signed rental agreement, within 14 days so I can complete processing. If you have any questions, please contact me at (208) 287-4944.

Sincerely,

for Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s)

c: Morgan Case – IDWR Northern Regional Office

RECEIVED

APR 19 2013

DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT - SRBA Fifth Judicial District County of Twin Falls - State of Idaho	
APR 18 2013	
By _____	Clerk
	Deputy Clerk

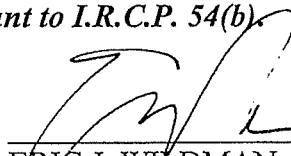
IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	) Subcase Nos. 74-42 and 74-2320
	)
Case No. 39576	) ORDER OF PARTIAL DECREE
	)
	)
	)
	)
	)

On January 23, 2006, the Director of the Idaho Department of Water Resources ("Department") filed his *Director's Report, IDWR Basin 74, Reporting Area 23, Part 1*, which included recommendations for the above-captioned water right claims. No objections were filed to the *Director's Report*, and the time for filing such objections has expired. However, the above-captioned claims were temporarily withheld from *Partial Decree* because they related to certain overlapping and contested claims in Basin 74. The Court finds that those overlapping and contested claims have been resolved. On June 6, 2012, the Department filed a *Notice of Completed Administrative Proceeding* and an *Amended Director's Report* for water right claim 74-00042. On October 18, 2012, the Department filed an *Amended Director's Report* for water right claim 74-2320. No objections to the *Amended Director's Reports* were filed, and the time for filing objections has now expired.

THEREFORE, IT IS ORDERED that the above-captioned water rights be **decreed** as set forth in the attached *Partial Decrees Pursuant to I.R.C.P. 54(b)*.

Dated April 18, 2013



ERIC J. WILDMAN
Presiding Judge
Snake River Basin Adjudication

RECEIVED

APR 19 2013

DEPARTMENT OF
WATER RESOURCESIN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIn Re SRBA)
)
Case No. 39576)
_____)PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 74-00042DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

APR 18 2013

By _____

Clerk

Deputy Clerk

NAME AND ADDRESS: ELLSWORTH ANGUS RANCH
PO BOX 60
LEADORE, ID 83464

SOURCE: BIG TIMBER CREEK TRIBUTARY: LEMHI RIVER

QUANTITY: 4.80 CFSRights 74-42, 74-66, 74-67, 74-110, 74-111, 74-2329, 74-7006 and
74-7148 when combined shall not exceed a total diversion rate of
16.79 cfs.This right when combined with all other rights shall provide no
more than 3.5 afa per acre at the field headgate for irrigation
of the lands herein.Use of this right with Right No. 74-66 is limited to a total
combined diversion rate of 2.74 cfs.Use of this right with Right No. 74-67 is limited to a total
combined diversion rate of 3.89 cfs.Right Nos. 74-42, 74-66 and 74-67 are limited to a total
combined diversion rate of 6.63 cfs.

PRIORITY DATE: 11/01/1888

POINT OF DIVERSION: T15N R26E S08 NWSE Within Lemhi County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	4.80 CFS

PLACE OF USE:	Irrigation	Within Lemhi County
T15N R26E S01 LOT 3	(NENW) 2.0 SWNW 37.0 NESW 2.5 SWSW 36.0	LOT 4 (NWNW) 36.0 SENW 2.3 NWSW 36.0 SESW 2.5
S02 LOT 1	(NENE) 40.0 SWNE 41.0	LOT 2 (NWNE) 40.0 SENE 41.0
LOT 3	(NENW) 9.3 NESE 40.0 SWSE 1.8	SENW 10.0 NWSE 22.0 SESE 31.0
T16N R26E S35	SWNE 39.0 SWNW 23.0 NESW 41.0 SWSW 17.0 NESE 41.0 SWSE 41.0	SENE 27.0 SENW 28.0 NWSW 41.0 SESW 39.0 NWSE 41.0 SESE 35.0
843.4 Acres Total		

This right is limited to the irrigation of 209 acres within the
place of use described above in a single irrigation season.
The rights listed below are limited to the irrigation of a
combined total of 843.4 acres in a single irrigation season.
Combined Right Nos.: 74-42, 74-66, 74-67, 74-110, 74-111,
74-2329, 74-7006, 74-7148.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT

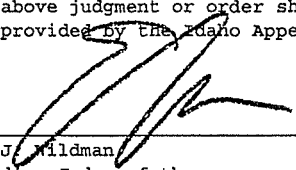
SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

OTHER PROVISIONS (continued)

ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

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APR 19 2013

DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 74-02320

DISTRICT COURT - SRBA Fifth Judicial District County of Twin Falls - State of Idaho APR 18 2013 By _____ Clerk Deputy Clerk
--

NAME AND ADDRESS: ELLSWORTH ANGUS RANCH
PO BOX 60
LEADORE, ID 83464

SOURCE: EIGHTEENMILE CREEK TRIBUTARY: LEMHI RIVER
TEXAS CREEK TRIBUTARY: LEMHI RIVER

QUANTITY: 2.30 CFS

PRIORITY DATE: 11/08/1957

POINT OF DIVERSION: T15N R26E S01 NESW Within Lemhi County
S11 SWSE

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	2.30 CFS

PLACE OF USE:	Irrigation	Within Lemhi County
	T16N R26E S34	SENE 4.2 NESE 0.1
	S35	SWNE 14.0 SWNW 35.0
		SENW 34.0 NESW 2.6
		NWSW 4.4 NESE 7.7
		NWSE 13.0
	115.0 Acres Total	

Right Nos. 74-42, 74-66, 74-67, 74-110, 74-111, 74-2320, 74-2329,
74-7006 and 74-7148 are limited to the irrigation of a combined
total of 880 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

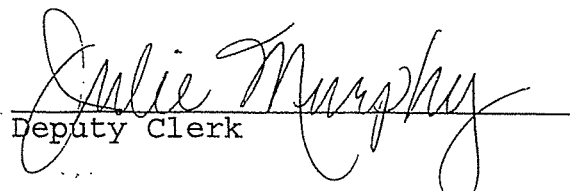
Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER OF PARTIAL DECREE was mailed on April 18, 2013, with sufficient first-class postage to the following:

ELLSWORTH ANGUS RANCH
PO BOX 60
LEADORE, ID 83464
Phone: 208-768-2664

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

A handwritten signature in cursive script, reading "Julie Murphy", is written over a horizontal line. The signature is in dark ink and is positioned to the right of the printed text "Deputy Clerk".