

**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  
(208) 287-4800

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board") being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank agrees to rent water as follows:

**Summary of Water Rights or Portions Rented from the Bank**

| <u>Water<br/>Right</u> | <u>Rented<br/>Rate</u> | <u>Annual Rented<br/>Volume</u> | <u>Total Rented<br/>Acres</u> |
|------------------------|------------------------|---------------------------------|-------------------------------|
| 22-380C                | 0.11 CFS               | 20.3 AF                         | 5.8 AC                        |

**COMBINED  
RENTAL TOTALS:**                      **0.11 CFS                      20.3 AF                      5.8 AC**

**TERM OF RENTAL:**                      March 6, 2013, to December 31, 2013  
January 1, 2014, to December 31, 2014  
January 1, 2015, to December 31, 2015  
January 1, 2016, to December 31, 2016  
January 1, 2017, to December 31, 2017

**RENTAL FEE:**                      **\$542.88 annually**

The fee for rental of the above-described water is \$542.88 per a private agreement between the renter and lessor of the right(s). \$508.37 of the total will go to the lessor and the remaining \$34.51 or 10% of the total will go to the Department for administrative costs. An annual payment shall be received by the Department prior to April 1, the beginning of the irrigation season, each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

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:

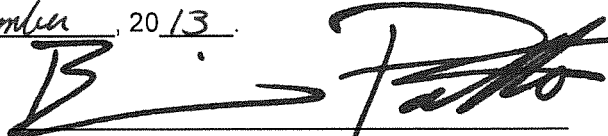
Dated this 5<sup>th</sup> day of November, 2013.

By: Helen L. Harrington  
(Print Name)

Helen J. Hayti  
(Signature)

Manager, Water Planning Section  
(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 5<sup>th</sup> day of November, 2013.

A handwritten signature in black ink, appearing to read 'B. Patton', is written over a horizontal line.

BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board

**WATER RIGHT NO. 22-380C  
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  
(208) 287-4800

**Priority Date:** 6/01/1896

**Source:** SPRING CREEK      **Tributary to:** TETON RIVER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| MINIMUM STREAM FLOW   | 04/15         | to 10/31  | 0.11 CFS              | 20.3 AF        |
|                       | <b>Total:</b> |           | <b>0.11 CFS</b>       | <b>20.3 AF</b> |

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

|                                      |        |         |         |         |              |
|--------------------------------------|--------|---------|---------|---------|--------------|
| SPRING CREEK<br>(beginning of reach) | SE¼SW¼ | Sec. 23 | Twp 06N | Rge 44E | TETON County |
| SPRING CREEK<br>(end of reach)       | NW¼NE¼ | Sec. 20 | Twp 07N | Rge 44E | TETON County |

**RENTER'S PLACE OF USE:** MINIMUM STREAM FLOW

Place of Use is within the Idaho Water Resource Board's Minimum Stream Flow Right No. 22-7369.

**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 5.8 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
9. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

**WATER RIGHT NO. 22-380C**  
**WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 01.



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](http://www.idwr.idaho.gov)

GARY SPACKMAN  
Director

C.L. "BUTCH" OTTER  
Governor

November 12, 2013

IDAHO WATER RESOURCE BOARD  
PO BOX 83720  
BOISE ID 83702-0098

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO(S). 22-380C**

Dear Renter:

Please find enclosed a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 20.3 acre-feet of water for minimum stream flow from 2013 through 2017. You are authorized to use water in compliance with the conditions of water use described in the agreement.

The fee for the above described water is **\$542.88 annually** per a private agreement between the renter and the lessor of the rights. Pursuant to the Water Supply Bank Rules \$508.37 of this fee will go to the lessor and the remaining \$34.51 (10% at current rental rate) will go to the department to offset administrative costs. This annual fee will be transferred to the Department's Water Supply Bank Administrative fee account as soon as the fees are available per arrangements through other programs and Water Supply Bank staff will be notified.

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  
James Cefalo – IDWR Eastern Regional Office  
Lyle Swank – Watermaster, Water District No. 1