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OCT 28 2013

DEPARTMENT OF WATER RESOURCES

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

This is to certify that: MERLIN SMITH
833 S STOUT
BLACKFOOT ID 83221
(208) 317-3513

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
35-14258	0.20 CFS	77.2 AF	19.3 AC
35-14260	0.19 CFS	42.8 AF	10.7 AC
35-14262	0.03 CFS	6.8 AF	1.7 AC

COMBINED

RENTAL TOTALS: 0.42 CFS 84.0 AF 21.0 AC

TERM OF RENTAL: April 8, 2013, to December 31, 2013

RENTAL FEE: \$1,428.00

The fee for rental of the above-described water is \$1,428.00. Ten percent (\$142.80) will go to the Department for administrative costs, and the remainder will be paid to the lessor.

Detailed water right specific limitations and conditions are 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 October, 2013.

By: Merlin Smith
(Print Name)

Merlin Smith
(Signature)

(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 31st day of October, 2013.

Brian Patton
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

**WATER RIGHT NO. 35-14258
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: MERLIN SMITH
833 S STOUT
BLACKFOOT ID 83221

Priority Date: 1/18/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.20 CFS	77.2 AF
	Total:		0.20 CFS	77.2 AF

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

GROUND WATER SW ¼ NW ¼ Sec. 12 Twp 02S Rge 33E BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	33E	12			8.3					5.3	1.1					6.3			21.0

Total Acres: 21.0

Acre Limit within Place of Use described: 19.3

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

**WATER RIGHT NO. 35-14258
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

9. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. Rental of rights 35-14258, 35-14260, and 35-14262 when combined shall not exceed a total annual maximum diversion volume of 84.0 af at the field headgate and the irrigation of 21.0 acres.

**WATER RIGHT NO. 35-14260
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: MERLIN SMITH
833 S STOUT
BLACKFOOT ID 83221

Priority Date: 10/1/1953

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.19 CFS	42.8 AF
	Total:		0.19 CFS	42.8 AF

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

GROUND WATER SW¼NW¼ Sec. 12 Twp 02S Rge 33E BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	33E	12			8.3					5.3	1.1					6.3			21.0

Total Acres: 21.0

Acre Limit within Place of Use described: 10.7

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

**WATER RIGHT NO. 35-14260
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

9. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. Rental of rights 35-14258, 35-14260, and 35-14262 when combined shall not exceed a total annual maximum diversion volume of 84.0 af at the field headgate and the irrigation of 21.0 acres.

**WATER RIGHT NO. 35-14262
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: MERLIN SMITH
833 S STOUT
BLACKFOOT ID 83221

Priority Date: 1/8/1959

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.03 CFS	6.8 AF
	Total:		0.03 CFS	6.8 AF

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

GROUND WATER SW¼NW¼ Sec. 12 Twp 02S Rge 33E BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	33E	12			8.3					5.3	1.1					6.3			21.0

Total Acres: 21.0

Acre Limit within Place of Use described: 1.7

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

**WATER RIGHT NO. 35-14262
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

9. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. Rental of rights 35-14258, 35-14260, and 35-14262 when combined shall not exceed a total annual maximum diversion volume of 84.0 af at the field headgate and the irrigation of 21.0 acres.



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 1, 2013

MERLIN SMITH
833 S STOUT
BLACKFOOT ID 83221

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 35-14258, 35-14260, AND 35-14262**

Dear Renter:

Please find enclosed a receipt in the amount of **\$1,428.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 84.0 acre-feet of water for irrigation of 21.0 acres during 2013. 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 \$1,285.20 of the rental fee will be paid to the lessor(s) and 10% or \$142.80 will be retained by the Department to offset administrative costs.

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

Sincerely,


Sof

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C097910
Rental Agreement (copy)

c: Sascha Marston – Fiscal
James Cefalo – IDWR Eastern Regional Office
Jared M. Harris – Baker and Harris

RECEIVED

OCT 28 2013

Law Offices of

BAKER & HARRIS

DWIGHT E. BAKER
JARED M. HARRIS *
JONATHAN W. HARRIS
* ALSO ADMITTED IN UTAH

DEPARTMENT OF
WATER RESOURCES
200 W. BRIDGE STREET
BLACKFOOT, ID 83221
TELEPHONE (208) 785-2310
FACSIMILE (208) 785-6749
E-MAIL ~ JHARRIS@BAKERHARRISLAW.COM

October 24, 2013

Department of Water Resources
Nicholas Van Dyke
Sr. Water Resource Agent
PO Box 83720
Boise, ID 83720-0098

Re: Merlin Smith
2013 Water Supply Bank Rental Application
Baker & Harris Matter No. 5921

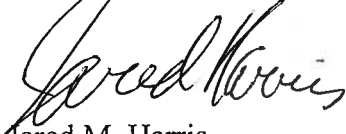
Dear Mr. Van Dyke:

Enclosed, please find the Water Supply Bank Agreement, which has now been signed by Merlin Smith. Additionally, I have enclosed Mr. Smith's check in the amount of \$1,428.00.

Thank you for your assistance in this matter.

Very truly yours,

BAKER & HARRIS



Jared M. Harris
JMh/jlg
Enclosures
cc: Merlin Smith