

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

RECEIVED

OCT 07 2013

DEPARTMENT OF
WATER RESOURCES

This is to certify that: ARDEL WICKEL
 1084 E 300 N
 DELCO ID 83323
 (208) 654-2341

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
45-14401	0.83 CFS	351.3 AF	105.5 AC
45-14403	0.01 CFS	N/A AF	5.5 AC

COMBINED

RENTAL TOTALS: **0.83 CFS 351.3 AF 111.0 AC**

TERM OF RENTAL: July 29, 2013, to December 31, 2014

RENTAL FEE: \$5,972.10 annually

The fee for rental of the above-described water is \$5,972.10. Ten percent (\$597.21) will go to the Department for administrative costs, and the remainder will be paid to the lessor. An annual payment shall be received by the Department prior to March 15, 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 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 3 day of October, 2013.

By: Ardel Wickel
 (Print Name)

Ardel Wickel
 (Signature)

Owner
 (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 8th day of October, 2013.

Brian Patton
 BRIAN PATTON, Acting Administrator
 Idaho Water Resource Board

WATER RIGHT NO. 45-14401
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: ARDEL WICKEL
 1084 E 300 N
 DELCO ID 83323
 (208) 287-4800

Priority Date: 9/15/1971

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	11/15	0.83 CFS	351.3 AF
	Total:		0.83 CFS	351.3 AF

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

GROUND WATER	SE ¼ NE ¼ NE ¼	Sec. 20	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW ¼ SW ¼ NE ¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW ¼ SW ¼ NE ¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW ¼ SW ¼ NE ¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	Lot 1 SE ¼ NW ¼ NW ¼	Sec. 30	Twp 10S	Rge 25E	CASSIA 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	
10S	25E	19													7.0			6.5	13.5
10S	25E	20		5.3			6.2	5.4	6.7			8.0	6.3						37.9
10S	25E	29					26.3	15.2	2.7	3.3									47.5
10S	25E	30	0.6	10.8			0.7												12.1

Total Acres: 110.0

Acre Limit within Place of Use described: 105.5

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. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
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.

**WATER RIGHT NO. 45-14401
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. 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. 140.
14. Use of Right Nos. 45-14401 and 45-14403 when combined under this rental is limited to a total combined diversion rate of 0.88 cfs and a total combined annual diversion volume of 351.3 AF.
15. Right No. 45-14403 is an expansion of this right pursuant to Section 42-1416B, Idaho Code.

WATER RIGHT NO. 45-14403
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: ARDEL WICKEL
 1084 E 300 N
 DELCO ID 83323
 (208) 287-4800

Priority Date: 6/30/1985

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	11/15	0.01 CFS	N/A AF
	Total:		0.01 CFS	N/A AF

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

GROUND WATER	SE¼NE¼NE¼	Sec. 20	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	Lot 1 SE¼NW¼NW¼	Sec. 30	Twp 10S	Rge 25E	CASSIA 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	
10S	25E	19													7.0			6.5	13.5
10S	25E	20		5.3			6.2	5.4	6.7			8.0	6.3						37.9
10S	25E	29					26.3	15.2	2.7	3.3									47.5
10S	25E	30	0.6	10.8			0.7												12.1

Total Acres: 110.0

Acre Limit within Place of Use described: 5.5

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. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
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.

**WATER RIGHT NO. 45-14403
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. 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. 140.
14. Use of Right Nos. 45-14401 and 45-14403 when combined under this rental is limited to a total combined diversion rate of 0.88 cfs and a total combined annual diversion volume of 351.3 AF.
15. This right is an expansion of Right No. 45-14401 pursuant to Section 42-1416B, Idaho Code.