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SEP 04 2013

DEPARTMENT OF
WATER RESOURCES

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

This is to certify that: IRENE VANDERVEGT-GIBSON
4098 HIDDEN LAKES DR
KIMBERLY ID 83341

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
36-2175	0.21 CFS	46.8 AF*	NA
36-16469	0.29 CFS	86.0 AF**	NA
COMBINED RENTAL TOTALS:	0.50 CFS	132.8 AF	NA

*Diversion and use under this rental is limited to 35.0 AF

**Diversion and use under this rental is limited to 65.0 AF

TERM OF RENTAL: July 9, 2013 to December 31, 2013

RENTAL FEE: \$2,257.60

The total fee for rental of the above-described water is \$2,257.60. Ten percent (\$225.76) will go to the Department for administrative costs. The undersigned renter is also the lessor of water right 36-16469, and is therefore obligated to pay for the administrative costs described above and for the rental of right 36-2175 only. The total due is \$941.80.

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 30 day of August, 2013.

By: Irene VanderVegt-Gibson
(Print Name)

Irene VanderVegt-Gibson
(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 4th day of August, 2013.

Brian Patton
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 36-2175 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: IRENE VANDERVEGT-GIBSON
4098 HIDDEN LAKES DR
KIMBERLY ID 83341

Priority Date: 7/15/1952

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	07/09 to	12/31	0.21 CFS	46.8 AF*
STOCKWATER	07/09 to	12/31	0.21 CFS	46.8 AF*
	Total:		0.21 CFS	46.8 AF*

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

GROUND WATER	NE¼SE¼	Sec. 06	Twp 9S	Rge 22E	MINIDOKA County
GROUND WATER	NE¼SE¼	Sec. 06	Twp 9S	Rge 22E	MINIDOKA 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	
9S	22E	06			x	x									x	x	x	x	NA

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 11.7 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. 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.

**WATER RIGHT NO. 36-2175
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE CONTINUED

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. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. *Diversion and use of water under this rental agreement is limited to 35.0 af.
14. Rights nos. 36-16468, 36-16470, 36-16472 are also diverted through the points of diversion described above.
15. Water use under the rental of 36-2175 and 36-16469 with right nos. 36-16468, 36-16470, and 36-16472 is limited to a total combined annual diversion volume of 252.0 af.
16. 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. 130.
17. Commercial use is for a dairy.

WATER RIGHT NO. 36-16469
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: IRENE VANDERVEGT-GIBSON
 4098 HIDDEN LAKES DR
 KIMBERLY ID 83341

Priority Date: 4/10/1958

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	07/09 to	12/31	0.29 CFS	86.0 AF*
STOCKWATER	07/09 to	12/31	0.29 CFS	86.0 AF*
	Total:		0.29 CFS	86.0 AF*

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Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
9S	22E	06			x	x									x	x	x	x	NA

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 21.7 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. 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.

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WATER SUPPLY BANK RENTAL AGREEMENT**

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11. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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