



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 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 22, 2016

RICHARD J BOYER
BARBARA L BOYER
PO BOX 405
BELLEVUE ID 83313

**RE: LEASED WATER RIGHT NO(S). 37-21855, 37-21872, 37-21889, 37-21906 AND 37-21923
RELEASED FROM THE WATER SUPPLY BANK**

Dear Lessor:

On July 21, 2016, the Department of Water Resources (Department) received your request to cancel the existing Water Supply Bank (Bank) Lease Contract executed on July 10, 2013 and release water right(s) 37-21855, 37-21872, 37-21889, 37-21906 and 37-21923 from the Bank. **At this time the Department acknowledges that the Bank Lease Contract for 5.4 acres of water right(s) 37-21855, 37-21872, 37-21889, 37-21906 and 37-21923 has been canceled releasing the right(s) from the Bank.**

The five (5) year period of nonuse related to forfeiture of a water right shall begin to accrue upon release of the right from the bank or shall continue to accrue if a period of nonuse occurred prior to the lease date of the right to the bank.

You can reapply to lease the water right(s) in the future by submitting new application form(s) from the Department's website at www.idwr.idaho.gov along with applicable fees.

If you have any questions regarding this matter, please contact this office at (208) 287-4800.

Sincerely,

Water Supply Bank

C: Kevin Lakey Watermaster Dist 37
Jim White – WRVID #45
Sarah Gardne – Triangle Irrigation Dist



RECEIVED

JUL 21 2016

DEPARTMENT OF
WATER RESOURCES

July 17, 2013

Ms. Pamela Skaggs
Water Rights Supervisor

We donated our Water Rights to The Water Supply bank in 2013. At that time we did not think that we could use the rights on our 5 acres. Since then ,with many dry years, we have come to the conclusion that two of our pastures would benefit from irrigation. We wish to withdraw, prior to the relase date, our 5 water rights.

I spoke with someone in your office yesterday who told me that there were not rentals of our rights being used now and that there were no fees required in their release.

We will consult an irrigation expert on the best way to utilize them. I have attached their numbers.

We previously lived in p~~e~~nnsylvania where irrigation was not an issue. We love living here and hope we can now provide better pasture for our two mares.

Yours truly,
Richard J Boyer
Barbara L Boyer
+

Richard J. Boyer 7/17/16
Barbara L. Boyer 7/17/16



Water Rights

37-21855

37-21872

3721889

37-21906

37-21923

RECEIVED

WATER SUPPLY BANK LEASE CONTRACT

JUL 10 2013

DEPARTMENT OF
WATER RESOURCES

This Lease Contract ("**Lease**") is effective March 25, 2013, between the Idaho Water Resource Board ("**Board**"), and ("**Lessor**"):

BARBARA L BOYER
RICHARD J BOYER
PO BOX 405
BELLEVUE ID 83313
(208) 788-4352
Ohadi0031@hotmail.com

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.
2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources.
3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

<u>Water Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
37-21855	0.09 CFS	NA	5.4 AC	5.4 AC
37-21872	0.005 CFS	NA	5.4 AC	5.4 AC
37-21889	0.05 CFS	NA	5.4 AC	5.4 AC
37-21906	0.005 CFS	NA	5.4 AC	5.4 AC
37-21923	0.14 CFS	NA	5.4 AC	5.4 AC
Combined Lease Totals:	0.29 CFS	NA	5.4 AC	5.4 AC

The water rights described herein shall be available for rental from the Bank as follows:

Authorized Period of Use under Lease: 04/15 to 10/31

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE:** This Lease shall take effect when both parties have signed it and shall continue in effect until December 31, 2017.

SUPPORT DATA

IN FILE # 37-21855

SCANNED

JUL 17 2013

RELEASED
JUL 21 2016

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.
5. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

BARBARA L BOYER

RICHARD J BOYER

PO BOX 405

BELLEVUE ID 83313

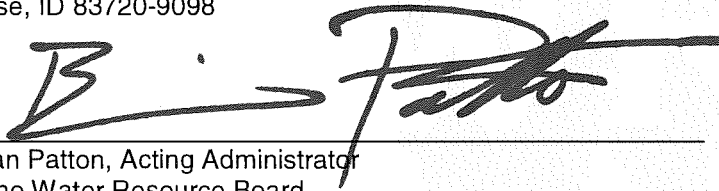
By <u>Barbara L Boyer</u>	Date <u>7/6/13</u>
Printed Name <u>Barbara L. Boyer</u>	Title <u>lessor</u>
By <u>Richard J. Boyer</u>	Date <u>7/6/13</u>
Printed Name <u>RICHARD J. BOYER</u>	Title <u>LESSOR</u>

IDAHO WATER RESOURCE BOARD

322 East Front Street

P.O. Box 83720

Boise, ID 83720-9098

By <u></u>	Date <u>07-10-2013</u>
Brian Patton, Acting Administrator Idaho Water Resource Board	

Lease approved by IDWR <u>Camille S. Skuggs</u>	Date <u>07-10-2013</u>
---	------------------------

RECEIVED

JUL 10 2013

DEPARTMENT OF
WATER RESOURCES

ATTACHMENT A
WATER RIGHT NO. 37-21855
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: **BARBARA L BOYER**
RICHARD J BOYER
 PO BOX 405
 BELLEVUE ID 83313
 (208) 788-4352

Priority Date: 03/24/1883

Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.09 CFS	NA
Total:			0.09 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 36, Twp 02N, Rge 18E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	
01N	19E	7							4.0 L2			1.4 L3							5.4

Total Acres: 5.4

Limited to acres within place of use described above: 5.4

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
37-21855, 37-21872, 37-21889, 37-21906, and 37-21923	NA	NA	5.4 AC	5.4 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

- The water rights referenced above will be rented from the bank at the current rental rate.
- There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
- While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
- A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
- While a water right is in the bank, forfeiture provisions are stayed.

6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into 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.
9. In accordance with Idaho Code §§ 42-248 and 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. Water right nos. 37-21855, 37-21872, 37-21889, 37-21906 and 37-21923 are limited to the irrigation of a combined total of 5.4 acres in a single irrigation season.
13. Point of diversion described above is the headgate for District 45 canal.
14. Property is also known as Lot 1, Blk 4, Bellevue Farms Subdivision.
15. A portion of this right provides conveyance for other right holders in the shared delivery of water through the Irrigation District #45 canal. To prevent injury to other water right holders, the watermaster shall deliver 20% or 0.02 cfs of this right into the Irrigation District #45 canal whether it is rented or not.

ATTACHMENT A
WATER RIGHT NO. 37-21872
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: **BARBARA L BOYER**
RICHARD J BOYER
 PO BOX 405
 BELLEVUE ID 83313
 (208) 788-4352

Priority Date: 07/10/1884

Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/31	0.005 CFS	NA
	Total: 0.005 CFS			NA

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 36, Twp 02N, Rge 18E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	
01N	19E	7							4.0 L2			1.4 L3							5.4

Total Acres: 5.4

Limited to acres within place of use described above: 5.4

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
37-21855, 37-21872, 37-21889, 37-21906, and 37-21923	NA	NA	5.4 AC	5.4 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed.

6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into 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.
9. In accordance with Idaho Code §§ 42-248 and 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
12. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
13. Water right nos. 37-21855, 37-21872, 37-21889, 37-21906 and 37-21923 are limited to the irrigation of a combined total of 5.4 acres in a single irrigation season.
14. Point of diversion described above is the headgate for District 45 canal.
15. Property is also known as Lot 1, Blk 4, Bellevue Farms Subdivision.
16. A portion of this right provides conveyance for other right holders in the shared delivery of water through the Irrigation District #45 canal. To prevent injury to other water right holders, the watermaster shall deliver 20% or 0.001 cfs of this right into the Irrigation District #45 canal whether it is rented or not.

ATTACHMENT A
WATER RIGHT NO. 37-21889
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: **BARBARA L BOYER**
RICHARD J BOYER
 PO BOX 405
 BELLEVUE ID 83313
 (208) 788-4352

Priority Date: 09/18/1885

Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/31	0.05 CFS	NA
	Total:		0.05 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 36, Twp 02N, Rge 18E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	
01N	19E	7							4.0 L2			1.4 L3							5.4

Total Acres: 5.4

Limited to acres within place of use described above: 5.4

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
37-21855, 37-21872, 37-21889, 37-21906, and 37-21923	NA	NA	5.4 AC	5.4 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed.

6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into 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.
9. In accordance with Idaho Code §§ 42-248 and 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
12. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
13. Water right nos. 37-21855, 37-21872, 37-21889, 37-21906 and 37-21923 are limited to the irrigation of a combined total of 5.4 acres in a single irrigation season.
14. Point of diversion described above is the headgate for District 45 canal.
15. Property is also known as Lot 1, Blk 4, Bellevue Farms Subdivision.
16. A portion of this right provides conveyance for other right holders in the shared delivery of water through the Irrigation District #45 canal. To prevent injury to other water right holders, the watermaster shall deliver 20% or 0.01 cfs of this right into the Irrigation District #45 canal whether it is rented or not.

ATTACHMENT A
WATER RIGHT NO. 37-21906
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: **BARBARA L BOYER**
RICHARD J BOYER
 PO BOX 405
 BELLEVUE ID 83313
 (208) 788-4352

Priority Date: 06/12/1886

Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/31	0.005 CFS	NA
	Total: 0.005 CFS			NA

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 36, Twp 02N, Rge 18E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	
01N	19E	7							4.0 L2			1.4 L3							5.4

Total Acres: 5.4

Limited to acres within place of use described above: 5.4

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
37-21855, 37-21872, 37-21889, 37-21906, and 37-21923	NA	NA	5.4 AC	5.4 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed.

6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into 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.
9. In accordance with Idaho Code §§ 42-248 and 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
12. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
13. Water right nos. 37-21855, 37-21872, 37-21889, 37-21906 and 37-21923 are limited to the irrigation of a combined total of 5.4 acres in a single irrigation season.
14. Point of diversion described above is the headgate for District 45 canal.
15. Property is also known as Lot 1, Blk 4, Bellevue Farms Subdivision.
16. A portion of this right provides conveyance for other right holders in the shared delivery of water through the Irrigation District #45 canal. To prevent injury to other water right holders, the watermaster shall deliver 20% or 0.001 cfs of this right into the Irrigation District #45 canal whether it is rented or not.

ATTACHMENT A
WATER RIGHT NO. 37-21923
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: **BARBARA L BOYER**
RICHARD J BOYER
 PO BOX 405
 BELLEVUE ID 83313
 (208) 788-4352

Priority Date: 06/15/1891

Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/31	0.14 CFS	NA
	Total:		0.14 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER NE¼SW¼NW¼ Sec. 36, Twp 02N, Rge 18E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	
01N	19E	7							4.0 L2			1.4 L3							5.4

Total Acres: 5.4

Limited to acres within place of use described above: 5.4

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
37-21855, 37-21872, 37-21889, 37-21906, and 37-21923	NA	NA	5.4 AC	5.4 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed.

6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into 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.
9. In accordance with Idaho Code §§ 42-248 and 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
12. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
13. Water right nos. 37-21855, 37-21872, 37-21889, 37-21906 and 37-21923 are limited to the irrigation of a combined total of 5.4 acres in a single irrigation season.
14. Point of diversion described above is the headgate for District 45 canal.
15. Property is also known as Lot 1, Blk 4, Bellevue Farms Subdivision.
16. A portion of this right provides conveyance for other right holders in the shared delivery of water through the Irrigation District #45 canal. To prevent injury to other water right holders, the watermaster shall deliver 20% or 0.03 cfs of this right into the Irrigation District #45 canal whether it is rented or not.