

Edl, Michele

From: Edl, Michele
Sent: Monday, August 15, 2016 9:35 AM
To: 'brad@bradarmstrongphotography.com'
Subject: RE: Banking my water right
Attachments: DOC005.pdf

Mr. Armstrong,
Your request was forwarded to me on Friday. I am sorry for the delayed response. Friday was a very busy day.
I located your current lease contract and have attached the first page to this email. It shows that your lease is in effect through 2017. Sometime in November or December the bank would like to know if you intend to withdraw the rights from the bank or enter a new contract. You may "re-up" for a maximum of 5 years.
I hope this helps.
Michele

-----Original Message-----

From: O'Connor, Aubrey
Sent: Friday, August 12, 2016 3:21 PM
To: Edl, Michele
Subject: FW: Banking my water right

-----Original Message-----

From: Brad Armstrong [<mailto:brad@bradarmstrongphotography.com>]
Sent: Friday, August 12, 2016 3:08 PM
To: IDWRInfo
Subject: Banking my water right

To whom it may concern,

My name is Brad Armstrong. My wife and I own a 5 acre lot in the Bellevue Farms Subdivision south of Bellevue. We live in Phoenix and had the hopes of building on the vacant land at some point. We'll our retirement plans have changed and we've put the land up for sale.

A few years ago we banked our water right for 5 years. I think we may be getting close to the end of our banking agreement. Is it possible to have an extension or bank it again. I don't want to lose our water right while trying to sell the property. Thank you.

Thanks, Brad Armstrong
Phoenix, AZ.
602-625-3868

WATER SUPPLY BANK LEASE CONTRACT

This Lease Contract ("**Lease**") is effective April 3, 2013, between the Idaho Water Resource Board ("**Board**"), and

Lessor: BRAD ARMSTRONG
LORIE ARMSTRONG
3727 E DAKOTA DR
PHOENIX AZ 85044
(602) 625-3868

RECEIVED

JUL 12 2013

DEPARTMENT OF
WATER RESOURCES

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>
37-21506	0.100 CFS	17.5	NA	5.0 AC
37-21518	0.080 CFS	NA	NA	5.0 AC
37-21529	0.005 CFS	NA	NA	5.0 AC
37-21540	0.050 CFS	NA	NA	5.0 AC
37-21551	0.005 CFS	NA	NA	5.0 AC
37-21562	0.130 CFS	NA	NA	5.0 AC
Combined Lease Totals: 0.370 CFS NA NA 5.0 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.

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.

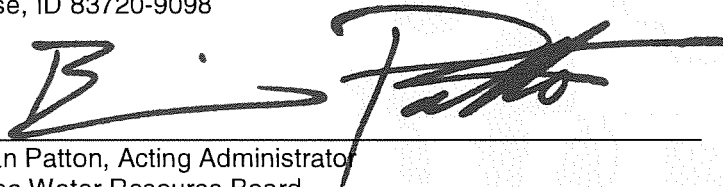
IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

BRAD ARMSTRONG
LORIE ARMSTRONG
3727 E DAKOTA DR
PHOENIX AZ 85044


By Brad Armstrong
LOZIE ARMSTRONG
Printed Name BRAD Armstrong

7/9/13
Date _____
Title owners

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098


By _____
Brian Patton, Acting Administrator
Idaho Water Resource Board

Date 07-12-2013

Lease approved by IDWR Camela Skarups

Date 07-12-2013

ATTACHMENT A
WATER RIGHT NO. 37-21506
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BRAD ARMSTRONG
 LORIE ARMSTRONG
 3727 E DAKOTA DR
 PHOENIX AZ 85044
 (602) 625-3868

Priority Date: 09/25/1954

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04-15	to 10/31	0.10 CFS	17.5
	Total:		0.10 CFS	17.5

LOCATION OF POINT(S) OF DIVERSION:

GROUNDWATER SE¼SW¼ Sec. 7 Twp 01N Rge 19E 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											5.0						5.0
													L4						

Total Acres: 5.0

Limited to acres within place of use described above: NA

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>
37-21506, 37-21518, 37-21529, 37-21540, 37-21551, & 37-21562	0.37 CFS	NA	NA	5.0 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.
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. Leased Rights 37-21506, 37-21518, 37-21529, 37-21540, 37-21551 and 37-21562 are limited to the irrigation of a combined total of 5.0 acres in a single irrigation season.
13. Leased place of use is located within Lot 7, Block 4, Bellevue Farms Subdivision.

ATTACHMENT A
WATER RIGHT NO. 37-21518
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BRAD ARMSTRONG
 LORIE ARMSTRONG
 3727 E DAKOTA DR
 PHOENIX AZ 85044
 (602) 625-3868

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	to 10/31	0.08 CFS	NA
	Total:		0.08 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											5.0						5.0
													L4						

Total Acres: 5.0

Limited to acres within place of use described above: NA

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>
37-21506, 37-21518, 37-21529, 37-21540, 37-21551, & 37-21562	0.37 CFS	NA	NA	5.0 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.
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. Leased Rights 37-21506, 37-21518, 37-21529, 37-21540, 37-21551 and 37-21562 are limited to the irrigation of a combined total of 5.0 acres in a single irrigation season.
13. Leased place of use is located within Lot 7, Block 4, Bellevue Farms Subdivision.
14. A portion of this right provides conveyance for other rights 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. 37-21529
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BRAD ARMSTRONG
 LORIE ARMSTRONG
 3727 E DAKOTA DR
 PHOENIX AZ 85044
 (602) 625-3868

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											5.0						5.0
													L4						

Total Acres: 5.0

Limited to acres within place of use described above: NA

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>
37-21506, 37-21518, 37-21529, 37-21540, 37-21551, & 37-21562	0.37 CFS	NA	NA	5.0 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.
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. Leased Rights 37-21506, 37-21518, 37-21529, 37-21540, 37-21551 and 37-21562 are limited to the irrigation of a combined total of 5.0 acres in a single irrigation season.
13. Leased place of use is located within Lot 7, Block 4, Bellevue Farms Subdivision.
14. A portion of this right provides conveyance for other rights 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. 37-21540
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BRAD ARMSTRONG
 LORIE ARMSTRONG
 3727 E DAKOTA DR
 PHOENIX AZ 85044
 (602) 625-3868

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											5.0						5.0
													L4						

Total Acres: 5.0

Limited to acres within place of use described above: NA

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>
37-21506, 37-21518, 37-21529, 37-21540, 37-21551, & 37-21562	0.37 CFS	NA	NA	5.0 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.
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. Leased Rights 37-21506, 37-21518, 37-21529, 37-21540, 37-21551 and 37-21562 are limited to the irrigation of a combined total of 5.0 acres in a single irrigation season.
13. Leased place of use is located within Lot 7, Block 4, Bellevue Farms Subdivision.
14. A portion of this right provides conveyance for other rights 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. 37-21551
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BRAD ARMSTRONG
 LORIE ARMSTRONG
 3727 E DAKOTA DR
 PHOENIX AZ 85044
 (602) 625-3868

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	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											5.0						5.0
													L4						

Total Acres: 5.0

Limited to acres within place of use described above: NA

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>
37-21506, 37-21518, 37-21529, 37-21540, 37-21551, & 37-21562	0.37 CFS	NA	NA	5.0 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.
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. Leased Rights 37-21506, 37-21518, 37-21529, 37-21540, 37-21551 and 37-21562 are limited to the irrigation of a combined total of 5.0 acres in a single irrigation season.
13. Leased place of use is located within Lot 7, Block 4, Bellevue Farms Subdivision.
14. A portion of this right provides conveyance for other rights 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. 37-21562
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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

Lessor: BRAD ARMSTRONG
 LORIE ARMSTRONG
 3727 E DAKOTA DR
 PHOENIX AZ 85044
 (602) 625-3868

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	0.13 CFS	NA
	Total:		0.13 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											5.0						5.0
													L4						

Total Acres: 5.0

Limited to acres within place of use described above: NA

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>
37-21506, 37-21518, 37-21529, 37-21540, 37-21551, & 37-21562	0.37 CFS	NA	NA	5.0 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.
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. Leased Rights 37-21506, 37-21518, 37-21529, 37-21540, 37-21551 and 37-21562 are limited to the irrigation of a combined total of 5.0 acres in a single irrigation season.
13. Leased place of use is located within Lot 7, Block 4, Bellevue Farms Subdivision.
14. A portion of this right provides conveyance for other rights 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.