

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

RECEIVED

JUN 11 2013

DEPARTMENT OF
WATER RESOURCES

This is to certify that: BRECKENRIDGE FAMILY LTD PARTNERSHIP
 C/O KATIE BRECKENRIDGE
 PO BOX 685
 PICABO ID 83348

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
71-64A	8.0 CFS	436.2 AF	145 AC
71-69	0.52 CFS	156.8 AF	145 AC
COMBINED RENTAL TOTALS:	8.52 CFS	593.0 AF	145 AC

TERM OF RENTAL: May 1, 2013, to October 31, 2013
May 1, 2014, to October 31, 2014
May 1, 2015, to October 31, 2015
May 1, 2016, to October 31, 2016
May 1, 2017, to October 31, 2017

RENTAL FEE: \$1,008.10 annually

The fee for rental of the above-described water is \$1,008.10 and will go to the Department for administrative costs. An annual payment shall be received by the Department prior to April 1, 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 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 4th day of JUNE, 2013.

By: KATIE BRECKENRIDGE
 (Print Name)

Katie Breckenridge
 (Signature)

BRECKEN
 (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 11th day of June, 2013.

Brian Patton
 BRIAN PATTON, Acting Administrator
 Idaho Water Resource Board

WATER RIGHT NO. 71-64A 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: BRECKENRIDGE FAMILY LTD PARTNERSHIP
C/O KATIE BRECKENRIDGE
PO BOX 685
PICABO ID 83348

Priority Date: 8/15/1915

Source: ALTURAS LAKE CREEK **Tributary to:** SALMON RIVER
GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	05/01 to 10/31		8.0 CFS	435.0 AF
STOCKWATER	01/01 to 12/31		0.02 CFS	1.20 AF
	Total:		8.0 CFS	436.2 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION: ALL IN BLAINE COUNTY

GROUND WATER	NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 5, Twp 07N, Rge 14E, B.M.
ALTURAS LAKE CREEK L1 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$)		Sec. 5, Twp 07N, Rge 14E, B.M.
GROUND WATER L1 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$)		Sec. 5, Twp 07N, Rge 14E, B.M.
ALTURAS LAKE CREEK SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$		Sec. 5, Twp 07N, Rge 14E, B.M.
GROUND WATER L4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$)		Sec. 5, Twp 07N, Rge 14E, B.M.
GROUND WATER	NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 5, Twp 07N, Rge 14E, B.M.

RENTER'S PLACE OF USE: IRRIGATION (STOCKWATER SAME AS 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	
07N	14E	4						10.5	13.3										23.8
07N	14E	5	29.5	18.6	13.7	37.5													99.3
07N	14E	5		8.5	13.4														21.9
				L1	L4														

Total Acres: 145.0 AC

COMBINED LIMITS

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
71-64A, 71-69	NA	436.2 AF	145.0 AC

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.

**WATER RIGHT NO. 71-64A
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE CONTINUED

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.
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. 71.

WATER RIGHT NO. 71-69 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: BRECKENRIDGE FAMILY LTD PARTNERSHIP
C/O KATIE BRECKENRIDGE
PO BOX 685
PICABO ID 83348

Priority Date: 7/1/1936

Source: ALTURAS LAKE CREEK **Tributary to:** SALMON RIVER
GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	05/01	to 9/30	0.52 CFS	156.80 AF
	Total:			0.52 CFS
				156.80 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION: ALL IN BLAINE COUNTY

GROUND WATER	NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 5, Twp 07N, Rge 14E, B.M.
ALTURAS LAKE CREEK L1 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$)		Sec. 5, Twp 07N, Rge 14E, B.M.
GROUND WATER L1 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$)		Sec. 5, Twp 07N, Rge 14E, B.M.
ALTURAS LAKE CREEK SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$		Sec. 5, Twp 07N, Rge 14E, B.M.
GROUND WATER L4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$)		Sec. 5, Twp 07N, Rge 14E, B.M.
GROUND WATER	NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 5, Twp 07N, Rge 14E, B.M.

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	
07N	14E	4						10.5	13.3										23.8
07N	14E	5	29.5	18.6	13.7	37.5													99.3
07N	14E	5		8.5	13.4														21.9
				L1	L4														

Total Acres: 145.0 AC

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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.

**WATER RIGHT NO. 71-69
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE CONTINUED

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.
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. 71.
12. The use of water for irrigation under this right may begin as early as May 1 and may continue to as late as October 31, provided other elements of the rights are not exceeded. The use of water after September 30 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.