

RECEIVED

MAY 16 2013

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF  
WATER RESOURCESWATER SUPPLY BANK AMENDED RENTAL AGREEMENT

This is to certify that: REED GIBBY  
872 E PEBBLE DR  
BURLEY ID 83318  
(208) 654-2733  
REED@IFSUSA.ORG

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 |
|--------------------------------|-----------------|----------------------|--------------------|
| 43-13595                       | 1.17 CFS        | 282.4 AF             | 70.6 AC            |
| 43-13597                       | 0.21 CFS        | 135.6 AF             | 33.9 AC            |
| <b>COMBINED RENTAL TOTALS:</b> | <b>1.36 CFS</b> | <b>418.0 AF</b>      | <b>104.5 AC</b>    |

## TERM OF RENTAL:

March 15, 2013 to November 15, 2013  
March 15, 2014 to November 15, 2014  
March 15, 2015 to November 15, 2015  
March 15, 2016 to November 15, 2016

## RENTAL FEE:

\$5,852.00

The annual rental fee is \$5,852.00. The Department will retain \$585.20 annually as an administrative fee. The balance will be paid to the lessor. An annual payment shall be received by the Department prior to March 15 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. This amended agreement supersedes the original rental agreement signed by the renter on October 20, 2011, and executed by the Department on October 24, 2011.

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 11<sup>th</sup> day of March, 2013.  
 By: Reed Gibby (Print Name) [Signature] (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 16<sup>th</sup> day of May, 2013.

[Signature]  
 BRIAN PATTON, Acting Administrator  
 Idaho Water Resource Board

SCANNED

MAY 21 2013

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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

MAY 16 2013

DEPARTMENT OF  
WATER RESOURCES

**WATER SUPPLY BANK AMENDED RENTAL AGREEMENT**

This is to certify that: REED GIBBY  
872 E PEBBLE DR  
BURLEY ID 83318  
(208) 654-2733  
REED@IFSUSA.ORG

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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 11<sup>th</sup> day of March, 2013.  
By: Reed Gibby (Print Name) [Signature] (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 16<sup>th</sup> day of May, 2013.

[Signature]  
BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board

## WATER RIGHT NO. 43-13595 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:** REED GIBBY  
872 E PEBBLE DR  
BURLEY ID 83318  
(208) 654-2733  
REED@IFSUSA.ORG

**Priority Date:** 05/04/1978

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>   |
|-----------------------|---------------|-----------|-----------------------|-----------------|
| IRRIGATION            | 03/15         | to 11/15  | 1.17 CFS              | 282.4 AF        |
|                       | <b>Total:</b> |           | <b>1.17 CFS</b>       | <b>282.4 AF</b> |

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

GROUND WATER SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$  Sec. 22 Twp 10S Rge 26E 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 | 26E | 20  |     |    |    |    |    |      |    |    |    |    |    |    | 13.1 | 13.2 | 27.5 | 27.5 | 81.3   |
| 10S | 26E | 27  |     |    |    |    |    | 17.9 |    |    |    |    |    |    |      |      |      |      | 17.9   |
| 10S | 26E | 29  | 5.3 |    |    |    |    |      |    |    |    |    |    |    |      |      |      |      | 5.3    |

Total Acres: 104.5

Acre Limit within Place of Use described: 70.6

### 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 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.
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.

**WATER RIGHT NO. 43-13595  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

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. This right when combined with all other rights shall provide no more than 0.02 cfs per acre no more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
12. Rental of rights 43-13595 and 43-13597 when combined shall not exceed a total diversion rate of 1.36 cfs.
13. Rental under this water right shall be limited to the irrigation of 70.6 acres within the place of use described above in a single irrigation season.
14. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

**WATER RIGHT NO. 43-13597**  
**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:** REED GIBBY  
 872 E PEBBLE DR  
 BURLEY ID 83318  
 (208) 654-2733  
 REED@IFSUSA.ORG

**Priority Date:** 05/23/1962

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>   |
|-----------------------|---------------|-----------|-----------------------|-----------------|
| IRRIGATION            | 03/15 to      | 11/15     | 0.21 CFS              | 135.6 AF        |
|                       | <b>Total:</b> |           | <b>0.21 CFS</b>       | <b>135.6 AF</b> |

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

GROUND WATER SW¼NE¼SW¼ Sec. 22 Twp 10S Rge 26E CASSIA County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp | Rge | Sec | NE  |    |    |    | NW |      |    |    | SW |    |    |    | SE   |      |      |      |        |
|-----|-----|-----|-----|----|----|----|----|------|----|----|----|----|----|----|------|------|------|------|--------|
|     |     |     | NE  | NW | SW | SE | NE | NW   | SW | SE | NE | NW | SW | SE | NE   | NW   | SW   | SE   | Totals |
| 10S | 26E | 20  |     |    |    |    |    |      |    |    |    |    |    |    | 13.1 | 13.2 | 27.5 | 27.5 | 81.3   |
| 10S | 26E | 27  |     |    |    |    |    | 17.9 |    |    |    |    |    |    |      |      |      |      | 17.9   |
| 10S | 26E | 29  | 5.3 |    |    |    |    |      |    |    |    |    |    |    |      |      |      |      | 5.3    |

Total Acres: 104.5

Acre Limit within Place of Use described: 33.9

**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 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.
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.

**WATER RIGHT NO. 43-13597  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

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. This right when combined with all other rights shall provide no more than 0.02 cfs per acre no more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
12. The rental of Right Nos. 43-13595 and 43-13597 under this agreement will be limited to the diversion rate of 1.36 cfs at the field headgate.
13. Rental under this water right shall be limited to the irrigation of 33.9 acres within the place of use described above in a single irrigation season.
14. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.