

RECEIVED

APR 23 2013

DEPARTMENT OF
WATER RESOURCES

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

This is to certify that: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982
danbrown@sunvalley.net

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
37-5	1.16 CFS	203.0 AF	58.0 AC
37-833R	1.00 CFS	175.0 AF	50.0 AC
37-363D	0.28 CFS	56.0 AF	16.0 AC
37-20615	0.15 CFS	7.0 AF	2.0 AC
37-20808	0.02 CFS	3.5 AF	1.0 AC
37-21739	0.03 CFS	3.9 AF	1.1 AC
COMBINED RENTAL TOTALS:	2.64 CFS	448.4 AF	128.1 AC
37-496B	0.33 CFS	40.8 AF	16.3 AC
37-497B	0.16 CFS	40.8 AF	16.3 AC
COMBINED RENTAL TOTALS:	0.49 CFS	40.8 AF	16.3 AC
37-496D	1.820 CFS	105.0 AF	30.0 AC
37-497A	0.937 CFS	105.0 AF	30.0 AC
COMBINED RENTAL TOTALS:	2.757 CFS	105.0 AF	30.0 AC
OVERALL RENTAL TOTALS:	5.887 CFS	594.2 AF	174.4 AC
TERM OF RENTAL:	<u>April 15, 2013, to October 31, 2013</u>		
RENTAL FEE:	<u>\$10,101.40</u>		

SUPPORT DATA
IN FILE # 37-5

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 22nd day of April, 2013.

By: DANIEL P. BROWN
(Print Name)

Daniel P. Brown
(Signature)

PRESIDENT
(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 24th day of April, 2013.


BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 37-5 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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 3/10/1883

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	1.16 CFS	203 AF
	Total:		1.16 CFS	203 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0				8.2			25.0	40.0	33.0	40.0	40.0		194.2
01N	18E	22	39.0	39.0															78
01N	18E	23						38.0	37.0										75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 58.0

Total Combined Rental Acres: 174.4

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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-5
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-833R 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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 11/12/1936

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	1.00 CFS	175.0 AF
	Total:		1.00 CFS	175.0 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 50.0

Total Combined Rental Acres: 174.4

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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-833R
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. Pursuant to a call in times of scarcity, this right is senior to all other rights that did not result from saved water in the Rockwell By-Pass, as established and subject to the provisions included within the Rockwell vs. Coffin decree issued on July 29, 1949.
12. Rockwell By-Pass owners must maintain the by-pass for the entire length of the by-pass capable of carrying 17.36 cfs of water during the irrigation season.
13. The saved water shall be made available to the Rockwell By-Pass saved water right holders any time the Rockwell By-Pass is being used to deliver water to Broadford Slough right holders. The Rockwell saved water rights shall be curtailed when calls for senior water rights from the Broadford Slough cannot be delivered.
14. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-363D 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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 4/12/1883

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	0.28 CFS	56 AF
	Total:		0.28 CFS	56 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23						38.0	37.0										75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 16.0

Total Combined Rental Acres: 174.4

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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-363D
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-20615 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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 3/24/1883

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	0.15 CFS	7.0 AF
	Total: 0.15 CFS			7.0 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23						38.0	37.0										75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 2.0

Total Combined Rental Acres: 174.4

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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-20615
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-20808
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: BROWN RANCH INC
 247 GLENDALE RD
 BELLEVUE ID 83313
 (208) 720-1982

Priority Date: 3/24/1883

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	0.02 CFS	3.5 AF
	Total:		0.02 CFS	3.5 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 1.0

Total Combined Rental Acres: 174.4

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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-20808
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-21739
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: BROWN RANCH INC
 247 GLENDALE RD
 BELLEVUE ID 83313
 (208) 720-1982

Priority Date: 3/24/1883

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	0.03 CFS	3.9 AF
	Total:			0.03 CFS
				3.9 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23						38.0	37.0										75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 1.1

Total Combined Rental Acres: 174.4

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.

**WATER RIGHT NO. 37-21739
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-496B 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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 7/1/1883

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	0.33 CFS	40.8 AF
	Total:		0.33 CFS	40.8 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 16.3

Total Combined Rental Acres: 174.4

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-496B AND 37-497B	NA	40.8 AF	16.3 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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-496B
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-497B 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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 7/1/1892

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	0.16 CFS	40.8 AF
	Total:		0.16 CFS	40.8 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 16.3

Total Combined Rental Acres: 174.4

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-496B AND 37-497B	NA	40.8 AF	16.3 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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-497B
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-496D 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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 7/1/1883

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	1.82 CFS	105 AF
	Total:		1.82 CFS	105 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 30

Total Combined Rental Acres: 174.4

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-496D and 37-497A	NA	105 AF	30 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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-496D
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

WATER RIGHT NO. 37-497A 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: BROWN RANCH INC
247 GLENDALE RD
BELLEVUE ID 83313
(208) 720-1982

Priority Date: 7/1/1892

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	0.937 CFS	105 AF
	Total:		0.937 CFS	105 AF

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

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	14							8.3		32.0	40.0	39.0	34.0		33.0			186.3
01N	18E	15				8.0					8.2			25.0	40.0	33.0	40.0	40.0	194.2
01N	18E	22	39.0	39.0															78
01N	18E	23							38.0	37.0									75
Total Acres: 533.5																			

Total Acres: 533.5

Acre Limit within Place of Use described: 30

Total Combined Rental Acres: 174.4

COMBINED LIMITS OF RENTED RIGHTS:

Combined Rights	Rate	Volume	Acres
37-496D and 37-497A	NA	105 AF	30 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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-497A
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.