

**STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
WATER SUPPLY BANK LEASE ACCEPTANCE**

This is to certify that: MARVIN M GIBBONS  
MELVIN GIBBONS  
3230 S TERRI DR  
MERIDIAN ID 83642  
(208) 362-2395  
MMGIBBONS@GMAIL.COM

has requested to lease the water right(s) listed below to 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") the acquisition of water rights for the Board's Bank, agrees to lease the water right to the Bank as follows:

**Summary of Water Rights or Portions Leased to the Bank**

|                                   | <u>Water<br/>Right</u> | <u>Lease<br/>Rate</u> | <u>Lease<br/>Volume</u> | <u>Acre<br/>Limit</u> | <u>Total Leased<br/>Acres</u> |
|-----------------------------------|------------------------|-----------------------|-------------------------|-----------------------|-------------------------------|
|                                   | 63-33170               | 0.26 CFS              | 58.5 AF                 | NA                    | 13.0 AC                       |
| <b>COMBINED<br/>LEASE TOTALS:</b> |                        | <b>0.26 CFS</b>       | <b>58.5 AF</b>          | <b>NA</b>             | <b>13.0 AC</b>                |

**TERM OF LEASE:**

Lease Begin Date: January 1, 2013

Expiration Date: December 31, 2015

**RENTAL AVAILABILITY:**

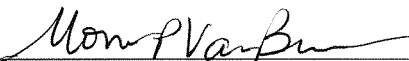
Season of Use: March 15 to November 15

**MINIMUM PAYMENT ACCEPTABLE:**

Current Rental Rate

Detailed Lease Acceptance attached.

Dated this 21st day of November, 2012

  
for GARY SPACKMAN, Director  
Department of Water Resources

**WATER RIGHT NO. 63-33170  
WATER SUPPLY BANK LEASE ACCEPTANCE**

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

**Lessor:** MARVIN M GIBBONS  
MELVIN GIBBONS  
3230 S TERRI DR  
MERIDIAN ID 83642  
(208) 362-2395  
MMGIBBONS@GMAIL.COM

**Priority Date:** 09/06/1960

**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  | 0.26 CFS              | 58.5 AF        |
| <b>Total:</b>         |             |           | <b>0.26 CFS</b>       | <b>58.5 AF</b> |

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

GROUND WATER SW¼NE¼ Sec. 23 Twp 02N Rge 01E ADA County

**PLACE OF USE TO BE IDLED UNDER THIS LEASE:** 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 |
| 02N | 01E | 23  |    |    | 13 |    |    |    |    |    |    |    |    |    |    |    |    |    | 8.0    |

Total Acres: 13.0

**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.
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.

**WATER RIGHT NO. 63-33170  
WATER SUPPLY BANK LEASE ACCEPTANCE**

**CONDITIONS OF ACCEPTANCE**

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. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.
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. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
13. 63-33169, 63-10813, and 63-33170 when combined shall not exceed a total diversion rate of 3.30 cfs.
14. The portion available for rental under this lease is 0.06 cfs.
15. The period of use for the irrigation described in this approval may be extended to a beginning date of March 1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before March 15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than February 16, 2007.
16. 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 use power records to determine the amount of water and shall annually report the information to the Department.