

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

This is to certify that: TRAIL CREEK SPRINKLER IRRIGATION CO
 PO BOX 131
 VICTOR ID 83455
 (208) 787-2952

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
22-223	0.14 CFS	12.0 AF	NA
22-355	0.02 CFS	1.5 AF	NA
22-13000	0.48 CFS	42.0 AF	NA
22-13001	0.13 CFS	11.2 AF	NA
22-13002	0.20 CFS	17.9 AF	NA
22-13003	0.58 CFS	50.9 AF	NA
22-13004	0.50 CFS	46.3 AF	NA
22-13005	1.36 CFS	118.9 AF	26.8 AC
22-13006	0.36 CFS	31.4 AF	7.1 AC
22-13007	0.33 CFS	28.8 AF	6.5 AC
22-13008	0.33 CFS	29.1 AF	NA
22-13009	0.06 CFS	5.2 AF	NA
22-13010	0.07 CFS	6.0 AF	NA
22-13011	7.42 CFS	648.8 AF	146.1 AC
COMBINED RENTAL TOTALS:	12.0 CFS	1050.0 AF	NA

The renter is limited to a diversion volume of 986.5 acre-feet for the use authorized under this agreement.

TERM OF RENTAL: January 15, 2010 to December 31, 2010
January 15, 2011 to December 31, 2011
January 15, 2012 to December 31, 2012
January 15, 2013 to December 31, 2013
January 15, 2014 to December 31, 2014

RENTAL FEE: \$14,700.00

The fee for rental of the above-described water is \$14,700.00 per year. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of **\$1,470.00**. An annual payment shall be received by the Department prior to January 1 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 1 day of April, 2011.

By: Ronald Wolstenhulme
 (Print Name)

[Signature]
 (Signature)
Secretary Trail Cr Irrig Co
 (Title if on behalf of company or organization)

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

Summary of Water Rights or Portions Rented from the Bank

Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
22-223	0.14 CFS	12.0 AF	NA
22-355	0.02 CFS	1.5 AF	NA
22-13000	0.48 CFS	42.0 AF	NA
22-13001	0.13 CFS	11.2 AF	NA
22-13002	0.20 CFS	17.9 AF	NA
22-13003	0.58 CFS	50.9 AF	NA
22-13004	0.50 CFS	46.3 AF	NA
22-13005	1.36 CFS	118.9 AF	26.8 AC
22-13006	0.36 CFS	31.4 AF	7.1 AC
22-13007	0.33 CFS	28.8 AF	6.5 AC
22-13008	0.33 CFS	29.1 AF	NA
22-13009	0.06 CFS	5.2 AF	NA
22-13010	0.07 CFS	6.0 AF	NA
22-13011	7.42 CFS	648.8 AF	146.1 AC

COMBINED

RENTAL TOTALS:

12.0 CFS

1050.0 AF

NA

The renter is limited to a diversion volume of 442.5 acre-feet for the use authorized under this agreement.

TERM OF RENTAL:

January 15, 2010 to December 31, 2010

January 15, 2011 to December 31, 2011

January 15, 2012 to December 31, 2012

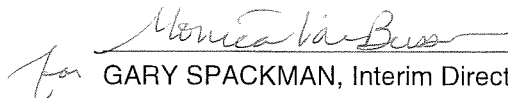
January 15, 2013 to December 31, 2013

January 15, 2014 to December 31, 2014

RENTAL FEE:

\$14,700.00

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 6th day of April, 20 11.


for GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 22-223

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: TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455
(208) 787-2952

Priority Date: 04/01/1889

Source: TRAIL CREEK **Tributary to:** TETON RIVER
GAME CREEK TRAIL CREEK
MOOSE CREEK TRAIL CREEK
WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DIVERSION TO STORAGE	04/15 to	10/31	0.14 CFS	
AESTHETIC & OTHER STORAGE	01/01 to	12/31		12.0 AF
			Total: 0.14 CFS	12.0 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17 Twp 03N	Rge 46E TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19 Twp 03N	Rge 45E TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19 Twp 03N	Rge 45E TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13 Twp 03N	Rge 45E TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13 Twp 03N	Rge 45E TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13 Twp 03N	Rge 45E TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14 Twp 03N	Rge 45E TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14 Twp 03N	Rge 46E TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11 Twp 03N	Rge 46E TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16 Twp 03N	Rge 46E TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23 Twp 03N	Rge 46E TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19 Twp 03N	Rge 46E TETON County

RENTER'S PLACE OF USE: AESTHETIC AND OTHER STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	2	X			X													
03N	45E	3		X															
03N	45E	11								X									
03N	45E	14								X	X	X	X						
03N	45E	15										X	X						
03N	45E	23					X	X		X									

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- The water rented under this agreement is appurtenant to irrigation of 2.7 acres.
- 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.

**WATER RIGHT NO. 22-223
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, wildlife storage, recreation storage, and fire protection storage.
17. The total pond surface area is limited to 53.5 acres.

WATER RIGHT NO. 22-355

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: TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455
(208) 787-2952

Priority Date: 06/01/1889

Source: TRAIL CREEK **Tributary to:** TETON RIVER
GAME CREEK TRAIL CREEK
MOOSE CREEK TRAIL CREEK
WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DIVERSION TO STORAGE	04/15 to	10/31	0.02 CFS	
AESTHETIC & OTHER STORAGE	01/01 to	12/31		1.5 AF
Total: 0.02 CFS				1.5 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: AESTHETIC AND OTHER STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	2	X			X													
03N	45E	3		X															
03N	45E	11								X									
03N	45E	14								X	X	X	X						
03N	45E	15										X	X						
03N	45E	23					X	X		X									

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- The water rented under this agreement is appurtenant to irrigation of 0.3 acres.
- 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.

**WATER RIGHT NO. 22-355
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, wildlife storage, recreation storage, and fire protection storage.
17. The total pond surface area is limited to 53.5 acres.

WATER RIGHT NO. 22-13000

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: TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455
(208) 787-2952

Priority Date: 04/01/1890

Source: TRAIL CREEK **Tributary to:** TETON RIVER
GAME CREEK TRAIL CREEK
MOOSE CREEK TRAIL CREEK
WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DIVERSION TO STORAGE	04/15	to 10/31	0.48 CFS	
AESTHETIC & OTHER STORAGE	01/01	to 12/31		42.0 AF
Total:			0.48 CFS	42.0 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: AESTHETIC AND OTHER STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	2	X			X													
03N	45E	3		X															
03N	45E	11								X									
03N	45E	14								X	X	X	X						
03N	45E	15										X	X						
03N	45E	23					X	X		X									

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- The water rented under this agreement is appurtenant to irrigation of 9.5 acres.
- 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.

**WATER RIGHT NO. 22-13000
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, wildlife storage, recreation storage, and fire protection storage.
17. The total pond surface area is limited to 53.5 acres.

WATER RIGHT NO. 22-13001

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: TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455
(208) 787-2952

Priority Date: 04/01/1890

Source: TRAIL CREEK **Tributary to:** TETON RIVER
GAME CREEK TRAIL CREEK
MOOSE CREEK TRAIL CREEK
WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DIVERSION TO STORAGE	04/15	to 10/31	0.13 CFS	
AESTHETIC & OTHER STORAGE	01/01	to 12/31		11.2 AF
Total:				0.13 CFS
				11.2 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: AESTHETIC AND OTHER STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	2	X			X													
03N	45E	3		X															
03N	45E	11								X									
03N	45E	14								X	X	X	X						
03N	45E	15										X	X						
03N	45E	23					X	X		X									

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- The water rented under this agreement is appurtenant to irrigation of 2.5 acres.
- 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.

**WATER RIGHT NO. 22-13001
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, wildlife storage, recreation storage, and fire protection storage.
17. The total pond surface area is limited to 53.5 acres.
18. Commercial use is limited to a 10-acre place of use.

WATER RIGHT NO. 22-13002

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: TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455
(208) 787-2952

Priority Date: 06/01/1893

Source: TRAIL CREEK Tributary to: TETON RIVER
GAME CREEK TRAIL CREEK
MOOSE CREEK TRAIL CREEK
WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DIVERSION TO STORAGE	04/15 to	10/31	0.20 CFS	
AESTHETIC & OTHER STORAGE	01/01 to	12/31		17.9 AF
Total: 0.20 CFS				17.9 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: AESTHETIC AND OTHER STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	2	X			X													
03N	45E	3		X															
03N	45E	11								X									
03N	45E	14								X	X	X	X						
03N	45E	15										X	X						
03N	45E	23					X	X		X									

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- The water rented under this agreement is appurtenant to irrigation of 4.0 acres.
- 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.

**WATER RIGHT NO. 22-13002
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, wildlife storage, recreation storage, and fire protection storage.
17. The total pond surface area is limited to 53.5 acres.

WATER RIGHT NO. 22-13003 **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: TRAIL CREEK SPRINKLER IRRIGATION CO
 PO BOX 131
 VICTOR ID 83455
 (208) 787-2952

Priority Date: 07/01/1894

Source: TRAIL CREEK **Tributary to:** TETON RIVER
 GAME CREEK TRAIL CREEK
 MOOSE CREEK TRAIL CREEK
 WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DIVERSION TO STORAGE	04/15	to 10/31	0.58 CFS	
AESTHETIC & OTHER STORAGE	01/01	to 12/31		50.9 AF
			Total: 0.58 CFS	50.9 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: AESTHETIC AND OTHER STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	2	X			X													
03N	45E	3		X															
03N	45E	11								X									
03N	45E	14								X	X	X	X						
03N	45E	15										X	X						
03N	45E	23					X	X		X									

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- The water rented under this agreement is appurtenant to irrigation of 11.5 acres.
- 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.

**WATER RIGHT NO. 22-13003
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, wildlife storage, recreation storage, and fire protection storage.
17. The total pond surface area is limited to 53.5 acres.

WATER RIGHT NO. 22-13004

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: TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455
(208) 787-2952

Priority Date: 07/15/1895

Source: TRAIL CREEK Tributary to: TETON RIVER
GAME CREEK TRAIL CREEK
MOOSE CREEK TRAIL CREEK
WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DIVERSION TO STORAGE	04/15 to	10/31	0.50 CFS	
AESTHETIC & OTHER STORAGE	01/01 to	12/31		46.3 AF
Total: 0.50 CFS				46.3 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17 Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19 Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19 Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13 Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13 Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13 Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14 Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14 Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11 Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16 Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23 Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19 Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: AESTHETIC AND OTHER STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	2	X			X													
03N	45E	3		X															
03N	45E	11								X									
03N	45E	14								X	X	X	X						
03N	45E	15										X	X						
03N	45E	23					X	X		X									

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- The water rented under this agreement is appurtenant to irrigation of 10.4 acres.
- 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.

**WATER RIGHT NO. 22-13004
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, wildlife storage, recreation storage, and fire protection storage.
17. The total pond surface area is limited to 53.5 acres.

WATER RIGHT NO. 22-13005
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: TRAIL CREEK SPRINKLER IRRIGATION CO
 PO BOX 131
 VICTOR ID 83455
 (208) 787-2952

Priority Date: 06/01/1897

Source: TRAIL CREEK Tributary to: TETON RIVER
 GAME CREEK TRAIL CREEK
 MOOSE CREEK TRAIL CREEK
 WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15 to	10/31	1.36 CFS	118.9 AF
IRRIGATION FROM STORAGE	04/15 to	10/31	1.36 CFS	118.9 AF
Total:			1.36 CFS	118.9 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: IRRIGATION AND IRRIGATION FROM STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	14									28.1	30.9	33.2	35.3					127.5
03N	45E	23					16	35	34	22									107
04N	45E	34									2.0								2.0

Total Acres: 236.5

Acre Limit within Place of Use described: 34.0

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.

**WATER RIGHT NO. 22-13005
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this 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. 1.
12. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.:22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
13. Water is delivered through Trail Creek Irrigation Co.
14. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.

WATER RIGHT NO. 22-13006
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: TRAIL CREEK SPRINKLER IRRIGATION CO
 PO BOX 131
 VICTOR ID 83455
 (208) 787-2952

Priority Date: 06/01/1897

Source: TRAIL CREEK Tributary to: TETON RIVER
 GAME CREEK TRAIL CREEK
 MOOSE CREEK TRAIL CREEK
 WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15 to	10/31	0.36 CFS	31.4 AF
IRRIGATION FROM STORAGE	04/15 to	10/31	0.36 CFS	31.4 AF

Total: 0.36 CFS 31.4 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: IRRIGATION AND IRRIGATION FROM STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	14									28.1	30.9	33.2	35.3					127.5
03N	45E	23					16	35	34	22									107
04N	45E	34									2.0								2.0

Total Acres: 236.5

Acre Limit within Place of Use described: 9.0

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.

**WATER RIGHT NO. 22-13006
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this 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. 1.
12. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
13. Water is delivered through Trail Creek Irrigation Co.
14. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.

WATER RIGHT NO. 22-13007
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: TRAIL CREEK SPRINKLER IRRIGATION CO
 PO BOX 131
 VICTOR ID 83455
 (208) 787-2952

Priority Date: 10/28/1897

Source: TRAIL CREEK **Tributary to:** TETON RIVER
 GAME CREEK TRAIL CREEK
 MOOSE CREEK TRAIL CREEK
 WARM CREEK TRAIL CREEK

<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	28.8 AF
IRRIGATION FROM STORAGE	04/15 to	10/31	0.33 CFS	28.8 AF
Total:			0.33 CFS	28.8 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: IRRIGATION AND IRRIGATION FROM STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	14									28.1	30.9	33.2	35.3					127.5
03N	45E	23					16	35	34	22									107
04N	45E	34									2.0								2.0

Total Acres: 236.5

Acre Limit within Place of Use described: 8.2

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.

**WATER RIGHT NO. 22-13007
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this 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. 1.
12. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
13. Water is delivered through Trail Creek Irrigation Co.
14. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.

WATER RIGHT NO. 22-13008
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: TRAIL CREEK SPRINKLER IRRIGATION CO
 PO BOX 131
 VICTOR ID 83455
 (208) 787-2952

Priority Date: 06/01/1898

Source: TRAIL CREEK Tributary to: TETON RIVER
 GAME CREEK TRAIL CREEK
 MOOSE CREEK TRAIL CREEK
 WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01 to	12/31	0.33 CFS	29.1 AF

Total: 0.33 CFS 29.1 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	45E	35														X			

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 6.6 acres.
3. 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.
4. 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.
5. 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. 22-13008
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. Commercial use is limited to a 10-acre place of use.

WATER RIGHT NO. 22-13009
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: TRAIL CREEK SPRINKLER IRRIGATION CO
 PO BOX 131
 VICTOR ID 83455
 (208) 787-2952

Priority Date: 06/01/1902

Source: TRAIL CREEK **Tributary to:** TETON RIVER
 GAME CREEK TRAIL CREEK
 MOOSE CREEK TRAIL CREEK
 WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01 to 12/31		0.06 CFS	5.2 AF

Total: 0.06 CFS 5.2 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼ Sec. 17 Twp 03N	Rge 46E TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼ Sec. 19 Twp 03N	Rge 45E TETON County
STRING CANAL	SW¼SW¼SE¼ Sec. 19 Twp 03N	Rge 45E TETON County
KIMBALL CANAL	SE¼NW¼SE¼ Sec. 13 Twp 03N	Rge 45E TETON County
KEARSLEY CANAL	SW¼SE¼NW¼ Sec. 13 Twp 03N	Rge 45E TETON County
TOWN CANAL	SW¼SE¼NW¼ Sec. 13 Twp 03N	Rge 45E TETON County
SPENCER CANAL	NW¼SW¼NE¼ Sec. 14 Twp 03N	Rge 45E TETON County
HUMBLE CANAL	NW¼SW¼NE¼ Sec. 14 Twp 03N	Rge 46E TETON County
TONKS CANAL	NE¼SW¼NW¼ Sec. 11 Twp 03N	Rge 46E TETON County
WARM CREEK	SE¼NE¼SE¼ Sec. 16 Twp 03N	Rge 46E TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼ Sec. 23 Twp 03N	Rge 46E TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼ Sec. 19 Twp 03N	Rge 46E TETON County

RENTER'S PLACE OF USE: COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	45E	35														X			

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 1.2 acres.
3. 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.
4. 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.
5. 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. 22-13009
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. Commercial use is limited to a 10-acre place of use.

WATER RIGHT NO. 22-13010

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: TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455
(208) 787-2952

Priority Date: 06/01/1903

Source: TRAIL CREEK **Tributary to:** TETON RIVER
GAME CREEK TRAIL CREEK
MOOSE CREEK TRAIL CREEK
WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01 to	12/31	0.07 CFS	6.0 AF

Total: 0.07 CFS 6.0 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	45E	35														X			

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 1.3 acres.
3. 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.
4. 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.
5. 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. 22-13010
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 1.
13. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
14. Water is delivered through Trail Creek Irrigation Co.
15. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.
16. Commercial use is limited to a 10-acre place of use.

WATER RIGHT NO. 22-13011 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: TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455
(208) 787-2952

Priority Date: 01/22/1916

Source: TRAIL CREEK **Tributary to:** TETON RIVER
GAME CREEK TRAIL CREEK
MOOSE CREEK TRAIL CREEK
WARM CREEK TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15 to	10/31	7.42 CFS	648.8 AF
IRRIGATION FROM STORAGE	04/15 to	10/31	7.42 CFS	648.8 AF
Total:			7.42 CFS	648.8 AF

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

GAME CREEK PIPELINE	NW¼SE¼SW¼	Sec. 17	Twp 03N	Rge 46E	TETON County
TRAIL CREEK CANAL & PIPELINE	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
STRING CANAL	SW¼SW¼SE¼	Sec. 19	Twp 03N	Rge 45E	TETON County
KIMBALL CANAL	SE¼NW¼SE¼	Sec. 13	Twp 03N	Rge 45E	TETON County
KEARSLEY CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
TOWN CANAL	SW¼SE¼NW¼	Sec. 13	Twp 03N	Rge 45E	TETON County
SPENCER CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 45E	TETON County
HUMBLE CANAL	NW¼SW¼NE¼	Sec. 14	Twp 03N	Rge 46E	TETON County
TONKS CANAL	NE¼SW¼NW¼	Sec. 11	Twp 03N	Rge 46E	TETON County
WARM CREEK	SE¼NE¼SE¼	Sec. 16	Twp 03N	Rge 46E	TETON County
SHERMAN SPRINGS DIVERSION	SE¼SE¼NW¼	Sec. 23	Twp 03N	Rge 46E	TETON County
MOOSE CREEK DIVERSION	SE¼SE¼SE¼	Sec. 19	Twp 03N	Rge 46E	TETON County

RENTER'S PLACE OF USE: IRRIGATION AND IRRIGATION FROM STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	45E	14									28.1	30.9	33.2	35.3					127.5
03N	45E	23					16	35	34	22									107
04N	45E	34									2.0								2.0

Total Acres: 236.5

Acre Limit within Place of Use described: 185.4

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.

**WATER RIGHT NO. 22-13011
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this 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. 1.
12. The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553
13. Water is delivered through Trail Creek Irrigation Co.
14. Place of use is within the area served by Trail Creek Sprinkler Irrigation Co.