

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

This is to certify that: KIRK EGBERT
1401 E 1300 N
TERRETON ID 83450
(208) 663-4505

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

<u>Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
31-7084	0.27 CFS	60.0 AF	20.0 AC
31-7267A	0.39 CFS	N/A	38.0 AC
31-10964A	0.45 CFS	133.0 AF	38.0 AC
31-7569	0.26 CFS	56.0 AF	16.0 AC

**COMBINED
RENTAL TOTALS**

1.19 CFS 249.0 AF 74.0 AC

TERM OF RENTAL:

January 1, 2009 to December 31, 2013

RENTAL FEE:

Total rental fee: **\$ 348.60**

The total fee for rental of the above-described water is \$3,486.00. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of **\$ 348.60**.

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 19th day of October

By: Kirk Egbert

(Print Name)

[Signature]
(Signature)

President

(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (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 21st day of October, 2010.

[Signature]
GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 31-7084 **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: KIRK EGBERT
 1401 E 1300 N
 TERRETON ID 83450
 (208) 663-4505

Priority Date: 03/26/1973

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.27 CFS	60.0 AF
	TOTAL: 0.27 CFS			60.0 AF

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

GROUND WATER	NW¼NW¼	Sec. 1	Twp 07N	Rge 37E	JEFFERSON County
GROUND WATER	NW¼NE¼	Sec. 2	Twp 07N	Rge 37E	JEFFERSON County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	37E	1					32.3	32.3	32.3	32.3									129.2
07N	37E	2	32.3	32.3	32.3	32.3													129.2

Total Acres: 258.4

Acre Limit within Place of Use described: 20.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice the Department in any other action.
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.

WATER RIGHT NO. 31-7084
WATER SUPPLY BANK RENTAL AGREEMENT

10. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. Use of water under this agreement will be regulated by the 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. 110.

WATER RIGHT NO. 31-7267A
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: KIRK EGBERT
 1401 E 1300 N
 TERRETON ID 83450
 (208) 663-4505

Priority Date: 09/07/1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.52 CFS	N/A
TOTAL:			0.52 CFS	N/A

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

GROUND WATER	NW¼NW¼	Sec. 1	Twp 07N	Rge 37E	JEFFERSON County
GROUND WATER	NW¼NE¼	Sec. 2	Twp 07N	Rge 37E	JEFFERSON County

RENTER'S PLACE OF USE: IRRIGATION

Tw	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
07N	37E	1					32.3	32.3	32.3	32.3									129.2
07N	37E	2	32.3	32.3	32.3	32.3													129.2

Total Acres: 258.4

Acre Limit within Place of Use described: 38.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice the Department in any other action.
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.

WATER RIGHT NO. 31-7267A
WATER SUPPLY BANK RENTAL AGREEMENT

10. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. Rental of rights 31-7267A and 31-10964A are limited to a total combined diversion rate of 0.66 cfs, diversion volume of 133 acre-feet, and irrigation of 38 acres.
12. Use of water under this agreement will be regulated by the 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. 110.

WATER RIGHT NO. 31-7569
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: KIRK EGBERT
 1401 E 1300 N
 TERRETON ID 83450
 (208) 663-4505

Priority Date: 12/12/1975

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	11/01	0.26 CFS	56.0 AF
TOTAL: 0.26 CFS				56.0 AF

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

GROUND WATER	NW¼NW¼	Sec. 1	Twp 07N	Rge 37E	JEFFERSON County
GROUND WATER	NW¼NE¼	Sec. 2	Twp 07N	Rge 37E	JEFFERSON County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	37E	1					32.3	32.3	32.3	32.3									129.2
07N	37E	2	32.3	32.3	32.3	32.3													129.2

Total Acres: 258.4

Acre Limit within Place of Use described: 16.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice the Department in any other action.
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.

WATER RIGHT NO. 31-7569
WATER SUPPLY BANK RENTAL AGREEMENT

10. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. Use of water under this agreement will be regulated by the 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. 110.

WATER RIGHT NO. 31-10964A
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: KIRK EGBERT
 1401 E 1300 N
 TERRETON ID 83450
 (208) 663-4505

Priority Date: 02/25/1959

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.61 CFS	180.3 AF
TOTAL:			0.61 CFS	180.3 AF

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

GROUND WATER	NW¼NW¼	Sec. 1	Twp 07N	Rge 37E	JEFFERSON County
GROUND WATER	NW¼NE¼	Sec. 2	Twp 07N	Rge 37E	JEFFERSON County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	37E	1					32.3	32.3	32.3	32.3									129.2
07N	37E	2	32.3	32.3	32.3	32.3													129.2

Total Acres: 258.4

Acre Limit within Place of Use described: 38.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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.
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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.

WATER RIGHT NO. 31-10964A
WATER SUPPLY BANK RENTAL AGREEMENT

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12. Use of water under this agreement will be regulated by the 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. 110.