



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

July 8, 2009

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

DELOY WARD
VIOLA WARD
NEAL WARD
SHELLY WARD
673 N 850 W
BLACKFOOT ID 83221

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK, WATER RIGHT NOS. 35-2251, 35-7989, 35-2252B, 35-2614, 35-7442, 35-13247, 35-2651D, 35-7772, 35-13503, AND 35-13505

Dear Renters:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank"). Please find enclosed a Water Supply Bank Rental Agreement for your review and signature. Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

On the application you requested a rental diversion rate of 1.01 cfs and a diversion volume of 354.4 acre-feet for irrigation of 88.0 acres. The amount of water reflected in this rental agreement (0.87 cfs and 213.2 acre-feet per year) is the rate and volume proportional to the amounts authorized under the water rights rented for irrigation of 53.3 acres within the proposed 88.0 acre place of use.

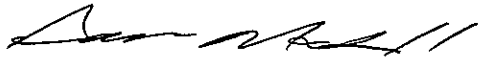
A rental fee of **\$2,984.80** per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 213.2 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to April 1 in all subsequent years for the duration of the rental period. The agreement will be void if the payment is not received for a given year.

Please note that applications for rental of water must be reviewed in accordance with Idaho Code § 42-1763 and Water Supply Bank Rule 30 (IDAPA 37.02.03.030). This includes consideration of whether there will be injury to other water rights, whether the proposal would constitute an enlargement of the water rights, whether the water will be put to a beneficial use, whether the water supply available from applicable rights in the Bank is sufficient for the use

intended and whether the proposal is in the local public interest. While a one-year rental usually involves a general review of the water rights and proposed use, rental of water over multiple years may require more comprehensive review, notice to advise anyone who desires to protest the proposed water use, and approval by the Idaho Water Resource Board.

If you have any questions, please contact me at (208) 287-4943.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Marshall", with a stylized flourish at the end.

Aaron Marshall
Water Allocation Bureau

Enclosure(s)

c: Lyle Swank – IDWR Eastern Regional Office
Ernie Carlsen – State Water District No. 120
Tim Luke – IDWR Water Distribution Section
Rob Harris – Holden Kidwell Hahn & Crapo

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

This is to certify that: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

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
35-2251	0.17 CFS	46.0 AF	11.5 AC
35-7989	0.01 CFS	46.0 AF	11.5 AC
35-2252B	0.11 CFS	34.4 AF	8.6 AC
35-2614	0.13 CFS	25.9 AF	14.6 AC
35-7442	0.11 CFS	27.5 AF	14.6 AC
35-13247	0.03 CFS	5.0 AF	14.6 AC
35-2651D	0.14 CFS	46.8 AF	11.7 AC
35-7772	0.06 CFS	46.8 AF	11.7 AC
35-13503	0.02 CFS	27.6 AF	6.9 AC
35-13505	0.14 CFS	27.6 AF	6.9 AC

COMBINED
RENTAL TOTALS: **0.87 CFS** **213.2 AF** **53.3 AC**

TERM OF RENTAL: April 1, 2009 to October 31, 2009
 April 1, 2010 to October 31, 2010
 April 1, 2011 to October 31, 2011
 April 1, 2012 to October 31, 2012
 April 1, 2013 to October 31, 2013

RENTAL FEE: **\$2,984.80 per year**

The fee for rental of the above-described water is \$2,984.80 per year. An annual payment shall be received by the Department prior to April 1, the start of the irrigation season, each year for the duration of the rental period. The agreement will be void if the payment is not received in a given year.

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 _____ day of _____, 20_____.

By: _____
 (Print Name)

 (Signature)

 (Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and IDAPA 37.02.03.030 (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 _____ day of _____, 20_____.

 Director
 Department of Water Resources

WATER RIGHT NO. 35-2251
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 09/15/1952

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	0.17 CFS	46.0 AF
	Total:		0.17 CFS	46.0 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01S	34E	26			37.0					6.0	2.0			5.0		34.0			84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 11.5

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442,	0.87 CFS	213.2 AF	53.3 AC
35-13247, 35-2651D, 35-7772, 35-13503, 35-13505			

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 use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-2251
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 35-7989
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 08/22/1981

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	0.01 CFS	46.0 AF
	Total:		0.01 CFS	46.0 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01S	34E	26			37.0					6.0	2.0			5.0		34.0			84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 11.5

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442, 35-13247, 35-2651D, 35-7772, 35-13503, 35-13505	0.87 CFS	213.2 AF	53.3 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. The use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-7989
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 35-2252B
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 09/15/1952

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	0.11 CFS	34.4 AF
	Total:		0.11 CFS	34.4 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01S	34E	26			37.0					6.0	2.0			5.0			34.0		84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 8.6

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442,	0.87 CFS	213.2 AF	53.3 AC
35-13247, 35-2651D, 35-7772, 35-13503, 35-13505			

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 use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-2252B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 35-2614
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 10/21/1960

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	0.13 CFS	25.9 AF
	Total:		0.13 CFS	25.9 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM 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	
01S	34E	26			37.0					6.0	2.0			5.0			34.0		84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 14.6

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442,	0.87 CFS	213.2 AF	53.3 AC
35-13247, 35-2651D, 35-7772, 35-13503, 35-13505			

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 use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-2614
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 35-7442
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 09/23/1974

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	0.11 CFS	27.5 AF
	Total:		0.11 CFS	27.5 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM 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	
01S	34E	26			37.0					6.0	2.0			5.0		34.0			84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 14.6

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442,	0.87 CFS	213.2 AF	53.3 AC
35-13247, 35-2651D, 35-7772, 35-13503, 35-13505			

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 use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-7442
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 35-13247
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 09/23/1974

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	0.03 CFS	5.0 AF
	Total:		0.03 CFS	5.0 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01S	34E	26			37.0					6.0	2.0			5.0		34.0			84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 14.6

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442, 35-13247, 35-2651D, 35-7772, 35-13503, 35-13505	0.87 CFS	213.2 AF	53.3 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. The use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-13247
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 35-2651D
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 03/15/1961

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	0.14 CFS	46.8 AF
	Total:		0.14 CFS	46.8 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01S	34E	26			37.0					6.0	2.0			5.0			34.0		84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 11.7

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442, 35-13247, 35-2651D, 35-7772, 35-13503, 35-13505	0.87 CFS	213.2 AF	53.3 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. The use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-2651D
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 35-7772
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 01/24/1978

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	0.06 CFS	46.8 AF
	Total:		0.06 CFS	46.8 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM 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	
01S	34E	26			37.0					6.0	2.0			5.0			34.0		84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 11.7

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442,	0.87 CFS	213.2 AF	53.3 AC
35-13247, 35-2651D, 35-7772, 35-13503, 35-13505			

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 use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-7772
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 35-13503
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 12/04/1975

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.02 CFS	27.6 AF
	Total:		0.02 CFS	27.6 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01S	34E	26			37.0					6.0	2.0			5.0			34.0		84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 6.9

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442, 35-13247, 35-2651D, 35-7772, 35-13503, 35-13505	0.87 CFS	213.2 AF	53.3 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. The use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-13503
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 35-13505
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: DELOY WARD, VIOLA WARD,
 NEAL WARD, SHELLY WARD
 673 N 850 W
 BLACKFOOT ID 83221
 (208) 684-5252

Priority Date: 11/25/1963

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	0.14 CFS	27.6 AF
	Total:		0.14 CFS	27.6 AF

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

GROUND WATER	SW¼NW¼	Sec. 26	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NE¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM County
GROUND WATER	SW¼NW¼	Sec. 35	Twp 01S	Rge 34E	BINGHAM 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	
01S	34E	26			37.0					6.0	2.0			5.0			34.0		84.0
01S	34E	34		2.0	0.6	1.4													4.0

Total Acres: 88.0

Acre Limit within Place of Use described: 6.9

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
35-2151, 35-7989, 35-2252B, 35-2614, 35-7442,	0.87 CFS	213.2 AF	53.3 AC
35-13247, 35-2651D, 35-7772, 35-13503, 35-13505			

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 use of water under this agreement shall not exceed a total diversion rate of 0.87 cfs, a total annual maximum diversion volume of 213.2 af at the field headgate, and the irrigation of 53.3 acres.
3. 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. 120.
4. 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.
5. 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.

**WATER RIGHT NO. 35-13505
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.