



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

October 29, 2007

C. L. "BUICH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

KIRK EGBERT
1401 E 1300 N
TERRETON ID 83450

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.
WATER RIGHT NO(S): 31-7084, 31-7103, 31-7104, 31-7105, 31-7106,
31-7267A, 31-7569, 31-10964A, 31-11387, 31-11388, AND 31-11389.

Dear Mr. Egbert:

The Department of Water Resources (department) acknowledges receipt of your application to rent water from the Water Supply Bank. Please find enclosed a Water Supply Bank Rental Agreement for your review and signature. Upon signature and return of the agreement, together with the rental fee described below, the department will also sign the 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.

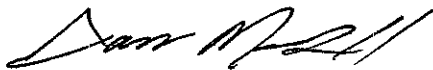
On the application you requested a rental diversion rate of 2.03 cfs and a diversion volume of 386.3 acre-feet for irrigation of 247.1 acres. The amount of water reflected in this rental agreement is the rate and volume proportional to the amounts authorized under the water right(s) rented and the number of acres to be irrigated: 2.06 cfs, 478.3 acre-feet, and the irrigation of 127.5 acres within a 247.1 acre permissible place of use.

The total rental fee of \$ 6,696.20 was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 478.3 acre-feet. Ten percent (10%) of the total rental fee is retained by the department for administrative fees in accordance with Water Supply Bank rules, IDAPA 37.02.03.01. The remaining ninety percent (90%) is issued back to the lessor of the above referenced water right(s) in the form of a warrant. Since you are the lessor and the renter under this agreement, the department requires that you submit only the portion of the total payment to be retained for administrative fees. Therefore, a rental fee of **\$ 669.62** must be paid in accordance with the rental agreement. Please send a check made payable to the Idaho Department of Water Resources together with the signed rental agreement. Return the signed agreement and fee to my attention within ten (10) days of receipt of this letter so I can complete the processing.

Please note that applications for rental of water must be reviewed in accordance with Section 42-1763, Idaho Code, and the department's 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 water supply 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".

Aaron Marshall
Water Allocation Bureau

Enc: 1

c: Lyle Swank – IDWR Eastern Regional Office
Tim Luke – IDWR Water Distribution Section
Keith Wilson – Rocky Mountain Environmental Associates

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
31-7103	0.18 CFS	39.0 AF	13.0 AC
31-11387	0.12 CFS	24.5 AF	7.0 AC
31-7104	0.09 CFS	18.0 AF	6.0 AC
31-7105	0.20 CFS	30.0 AF	10.0 AC
31-11388	0.10 CFS	21.0 AF	6.0 AC
31-7106	0.17 CFS	33.0 AF	11.0 AC
31-11389	0.10 CFS	16.5 AF	5.0 AC
31-7267A	0.52 CFS	N/A	51.5 AC
31-10964A	0.61 CFS	180.3 AF	51.5 AC
31-7569	0.26 CFS	56.0 AF	16.0 AC

COMBINED RENTAL TOTALS	2.06 CFS	478.3 AF	127.5 AC
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TERM OF RENTAL: January 1, 2007 to December 31, 2007

RENTAL FEE: Total rental fee: \$ 6,696.20

The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$ 669.62.

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 37.02.03030 (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 ____ day of _____, 20____

 DAVID R. TUTHILL, JR., 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				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
07N	37E	1					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

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 Use of water under this agreement shall not prejudice the Department in any other action.
- 5 Renter agrees to comply with all applicable state and federal laws while using water under this agreement
- 6 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.
- 7 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
- 8 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.

WATER RIGHT NO. 31-7103
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: 03/18/1974

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	0.18 CFS	39.0 AF
TOTAL:			0.18 CFS	39.0 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					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

Acre Limit within Place of Use described: 13.0

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. Use of water under this agreement shall not prejudice the Department in any other action.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement
6. 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
7. 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
8. 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.
9. Rental of rights 31-7103 and 31-11387 are limited to a total combined diversion rate of 0.18 cfs and irrigation of 13.0 acres

**WATER RIGHT NO. 31-7104
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: 03/18/1974

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	0.09 CFS	18.0 AF
TOTAL: 0.09 CFS				18.0 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					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

Acre Limit within Place of Use described: 6.0

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. Use of water under this agreement shall not prejudice the Department in any other action.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. 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.
7. 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.
8. 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.

**WATER RIGHT NO. 31-7105
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: 03/18/1974

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	0.20 CFS	30.0 AF
TOTAL: 0.20 CFS				30.0 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					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

Acre Limit within Place of Use described: 10.0

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
- 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.
- 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.
- Use of water under this agreement shall not prejudice the Department in any other action
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 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
- 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.
- 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
- Rental of rights 31-7105 and 31-11388 are limited to a total combined diversion rate of 0.20 cfs and irrigation of 10.0 acres.

WATER RIGHT NO. 31-7106
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: 03/18/1974

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	0.17 CFS	33.0 AF
TOTAL:			0.17 CFS	33.0 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				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
07N	37E	1					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

Acre Limit within Place of Use described: 11.0

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. Use of water under this agreement shall not prejudice the Department in any other action
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement
6. 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.
7. 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.
8. 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
9. Rental of rights 31-7106 and 31-11389 are limited to a total combined diversion rate of 0.17 cfs and irrigation of 11.0 acres.

**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

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					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

Acre Limit within Place of Use described: 51.5

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 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.
- 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.
- Use of water under this agreement shall not prejudice the Department in any other action.
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 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.
- 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.
- 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.
- Rental of rights 31-7267A and 31-10964A are limited to a total combined diversion rate of 0.89 cfs, diversion volume of 180.3 acre-feet, and irrigation of 51.5 acres.

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					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

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 Use of water under this agreement shall not prejudice the Department in any other action
- 5 Renter agrees to comply with all applicable state and federal laws while using water under this agreement
- 6 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.
- 7 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.
- 8 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.

**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					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

Acre Limit within Place of Use described: 51.5

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 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.
- 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.
- Use of water under this agreement shall not prejudice the Department in any other action.
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 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.
- 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.
- 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.
- Rental of rights 31-7267A and 31-10964A are limited to a total combined diversion rate of 0.89 cfs, diversion volume of 180.3 acre-feet, and irrigation of 51.5 acres.

**WATER RIGHT NO. 31-11387
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: 07/15/1981

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.12 CFS	24.5 AF
TOTAL: 0.12 CFS				24.5 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					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

Acre Limit within Place of Use described: 7.0

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 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.
- 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.
- Use of water under this agreement shall not prejudice the Department in any other action.
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 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.
- 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.
- 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.
- Rental of rights 31-7103 and 31-11387 are limited to a total combined diversion rate of 0.18 cfs and irrigation of 13.0 acres.

WATER RIGHT NO. 31-11388
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: 06/05/1984

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	0.10 CFS	21.0 AF
TOTAL:			0.10 CFS	21.0 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					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

Acre Limit within Place of Use described: 6.0

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 Use of water under this agreement shall not prejudice the Department in any other action.
- 5 Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 6 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.
- 7 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.
- 8 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.
- 9 Rental of rights 31-7105 and 31-11388 are limited to a total combined diversion rate of 0.20 cfs and irrigation of 10.0 acres.

**WATER RIGHT NO. 31-11389
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: 10/09/1981

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.10 CFS	16.5 AF
TOTAL: 0.10 CFS				16.5 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					31.7	31.7	32.0	32.0									127.4
07N	37E	2	31.5	30.0	28.2	30.0													119.7

Total Acres: 247.1

Acre Limit within Place of Use described: 5.0

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
- 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
- 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.
- Use of water under this agreement shall not prejudice the Department in any other action.
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 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
- 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.
- 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
- Rental of rights 31-7106 and 31-11389 are limited to a total combined diversion rate of 0.17 cfs and irrigation of 11.0 acres