STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 896

This is to certify that:

ALKALI FLATS LLC
2043 E CENTER ST
POCATELLO, ID 83201-3300

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 No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
29-14015	2/28/1977	GROUND WATER	0.59	140.7	40.3	0.015	3.49
Rental Totals			**0.59**	**140.7**	**40.3**	**0.015**	**3.49**

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2025. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2024, whichever occurs last.

Annual Rental Fee:

2024 - 2025: **$3,236.10 annually**

The full fee for the rental of the above-described right(s) is $3,236.10 per year for years 2024 - 2025. The rental fee includes an administrative fee of $323.61 per year for years 2024 - 2025.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	0.49	132.0	33.0	0.015	4.00
Combined Total	0.49	132.0	33.0	0.015	4.00

**** The authorized water usage reflects a reduction from the water right elements rented, to account for the standard rate/acre and volume/acre at the rental location.***

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 896

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:

_____ _____
Signature of Renter Date

_____ _____
Printed Name Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied 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 condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By _____ Date _____
BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Rental approved by IDWR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 896

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NENW Sec. 6, Twp 05S, Rge 32E, BINGHAM County

BENEFICIAL USE	DIVERSION RATE	VOLUME
IRRIGATION	0.49 CFS	132.0 AF

SEASON OF USE

Water Right No.	From	To
29-14015	4/1	10/31

RENTERS PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	31E	36																1.4	1.4
04S	32E	31											31.0						31.0
05S	31E	1	0.2																0.2
05S	32E	6						0.4											0.4

Total Acres: 33.0

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

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.
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 any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
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 authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

WATER SUPPLY BANK RENTAL AGREEMENT No. 896

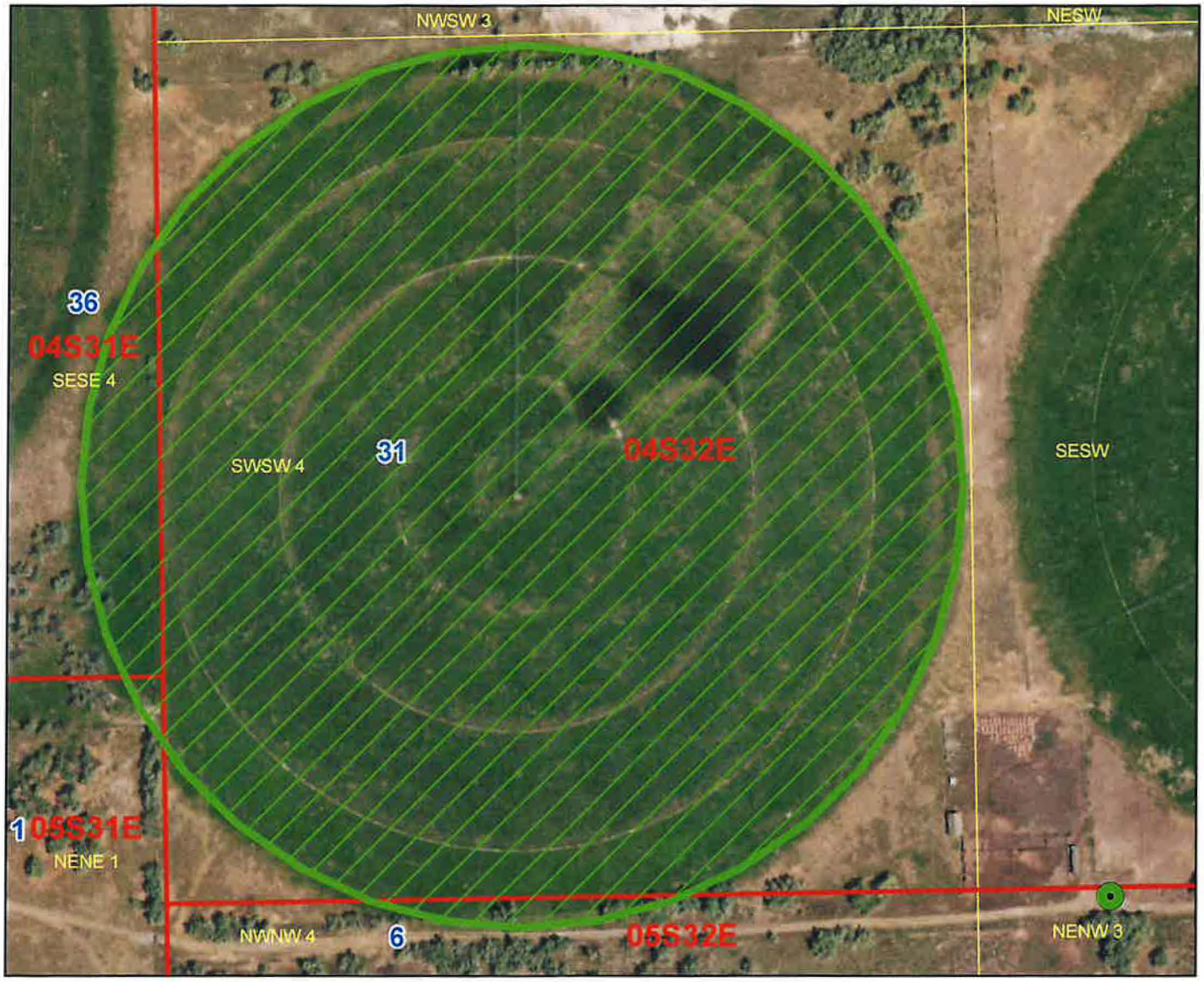
10. This rental agreement does not authorize the construction of a well.
11. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
12. Prior to December 31 of each year, the Board may review this rental agreement to determine whether it is consistent with the management plan that may be approved for the Eastern Snake Plain Aquifer Ground Water Management Area ("ESPA GWMA Plan") pursuant to Idaho Code § 42-233b. The Board may cancel this rental agreement if the Board determines it is not consistent with the ESPA GWMA plan. If this rental agreement is canceled, the cancellation shall not take effect until December 31 of the year in which the rental agreement is canceled.
13. Prior to diversion and use of water under Agreement 896, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 896

Effective until December 31, 2025

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



Legend

- Water Supply Bank Rental POD
- Water Supply Bank Rental POU
- Township/Range
- Sections
- QQ

N

0 0.05 0.1 Miles

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

January 16, 2025

ALKALI FLATS LLC
2043 E CENTER ST
POCATELLO, ID 83201-3300

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-14015, AGREEMENT 896

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have 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.

A rental fee of **$3236.10 per year** was calculated based on the current rental rate of $23.00 per acre-foot times a diversion volume of 3.49 acre-feet. Since you have a private agreement with the lessor, **you are only obligated to pay the 10% administrative fee or $323.61. 2024 - 2025** The annual rental fee for 2025 is due by December 31, 2024. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check in the amount of $323.61 for **2024** made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, $323.61 will be retained by the Department to offset administrative costs for **2024**.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,
Tiffany Bradford
Technical Records Specialist I
for
Water Supply Bank

Enclosure(s)

c: IDWR Front Desk
Tessa Sparrow (via email)

Bradford, Tiffany

From:	Bradford, Tiffany
Sent:	Friday, January 17, 2025 1:33 PM
To:	'Tessa@racineolson.com'
Subject:	WSB Application to Rent Water Rights Nos. 29-14015 Agreement Nos. 894, 895, 896, 897
Attachments:	WSB Application to Rent Nos. 29-14015 Agreement 894 2024-2025.pdf; WSB Application to Rent Nos. 29-14015 Agreement 895 2024-2025.pdf; WSB Application to Rent Nos. 29-14015 Agreement 897 2024-2025.pdf; WSB Application to Rent Nos. 29-14015 Agreement 896 2024-2025.pdf

Please see attached copy of WSB Application to Rent Agreements for Water Right Nos. 29-14015.

894 Heritage Farms, LLC 2024-2025
895 Heritage Farms, LLC 2024-2025
896 Alkali Flats, LLC 2024-025
897 Driscoll III LTD Partnership 2024-2025

Tiffany Bradford
Technical Records Specialist I
Idaho Dept Water Resources
(208) 287-4847