Form 42-1761-2 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
SEP 03 2024
DEPT. OF WATER RESOURCES

APPLICATION TO RENT WATER FROM THE BOARD'S WATER SUPPLY BANK

Applicant Name: Idaho Power

Is this application being submitted with a lease application as a lease/rental package? **Yes** ☑ **No** ☐
If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. **Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.**

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST			
Check All Items as Either Attached (Yes) or Not Applicable (N/A)			
		Yes	
		☑	Completed *Application to Rent Water from the Board's Water Supply Bank*
		☑	Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank
Attachment	**N/A**	**Yes**	
2		☑	A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request
3A	☐	☑	Detailed information on a proposed use of rental water
3F	☑	☐	Authorization from the owner/operator of the rental point(s) of diversion
3H	☑	☐	Water modeling to account for the impacts of the rental request
3J	☑	☐	Documents justifying a rate of flow greater than 0.02 cfs/acre
3K	☑	☐	Authorization from the owner/operator of the property at the proposed rental place(s) of use
4B	☑	☐	Explanation of how the rental water will sufficiently accomplish your rental purposes
4C	☑	☐	Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)
51-24A
51-26A

~~3032~~ 3064

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Idaho Power Company

Mailing Address PO Box 70 Boise ID 83707
Street City State Zip Code

Email Address kdavis2@idahopower.com Phone Number (208) 388-2602

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☐ No ☐
If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative Kresta Davis Professional Title Senior Manager

Organization Idaho Power Relationship to Applicant Employee

Mailing Address PO Box 70 Boise ID 83707

Email Address ~~kdavis@idahopower.com~~ kdavis2@idahopower.com Phone Number (208) 388-2602

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:

There will be 2.5 acres of irrigation for pasture. This will have a maximum diversion rate of 0.05 cfs and a total volume of 10 acre-ft.

B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
0.05 CFS	10 AF	0.05 CFS	10 AF	2.5 AC

* ***Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.***

C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
1/1/2025	3/1/2025	☑ 1	☑ 2	☑ 3	☑ 4	☑ 5	☑ Process application as soon as possible	☐ Return application to applicant

* ***The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.***

** ***Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.***

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):
Water for irrigation will be delivered through an existing ditch from the POD

E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
Headgate	See Attachment 3E	51-25A

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

F. Has documented consent from all relevant water delivery entities been obtained? Yes ☐ N/A ☑
If yes, include documented consent as **Attachment 3F**.

G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes ☐ No ☑
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

H. Has water modeling been provided with your rental request? Yes ☐ N/A ☑
If yes, label modeling Attachment 3 H.
Rental applications that require modeling will be returned if modeling is not provided.

I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

☑ Irrigation 2.5 (number of acres) Duration: Subject to IDWR standard seasons of use

☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)

☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)

☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)

☐ Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A ☐ Yes ☐ No ☑
If yes, justify the rate of flow and attach any supporting documents as **Attachment 3J**. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

K. Do you own the land at the proposed rental place of use (POU)? Yes ☑ No ☐
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:
None

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights? Yes ☑ No ☐

If yes, specify below the elements of the water rights you are requesting to rent. **If no,** continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via IDWR's website.

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.** For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
51-24A	Irrigation	0.20	50	12.5		0.20	11	N/A
51-26A	Irrigation	0.05	20	5		0.05	10	2.5
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					**TOTAL**	0.25	21	2.5
						CFS	**AF**	**AC**

****Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.***

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

N/A

C. Does your rental request propose to change the nature of use for any water right(s) being rented? Yes ☐ No ☑

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C**:

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☐ No ☑

If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

The rental water was previously requested under rental agreement #788. There are future possible changes to this configuration, therefore we are looking for a flexible option.

B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☐ No ☑

If yes, describe:

C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☑

If yes, describe the date and location of the NOV.

D. Additional Information

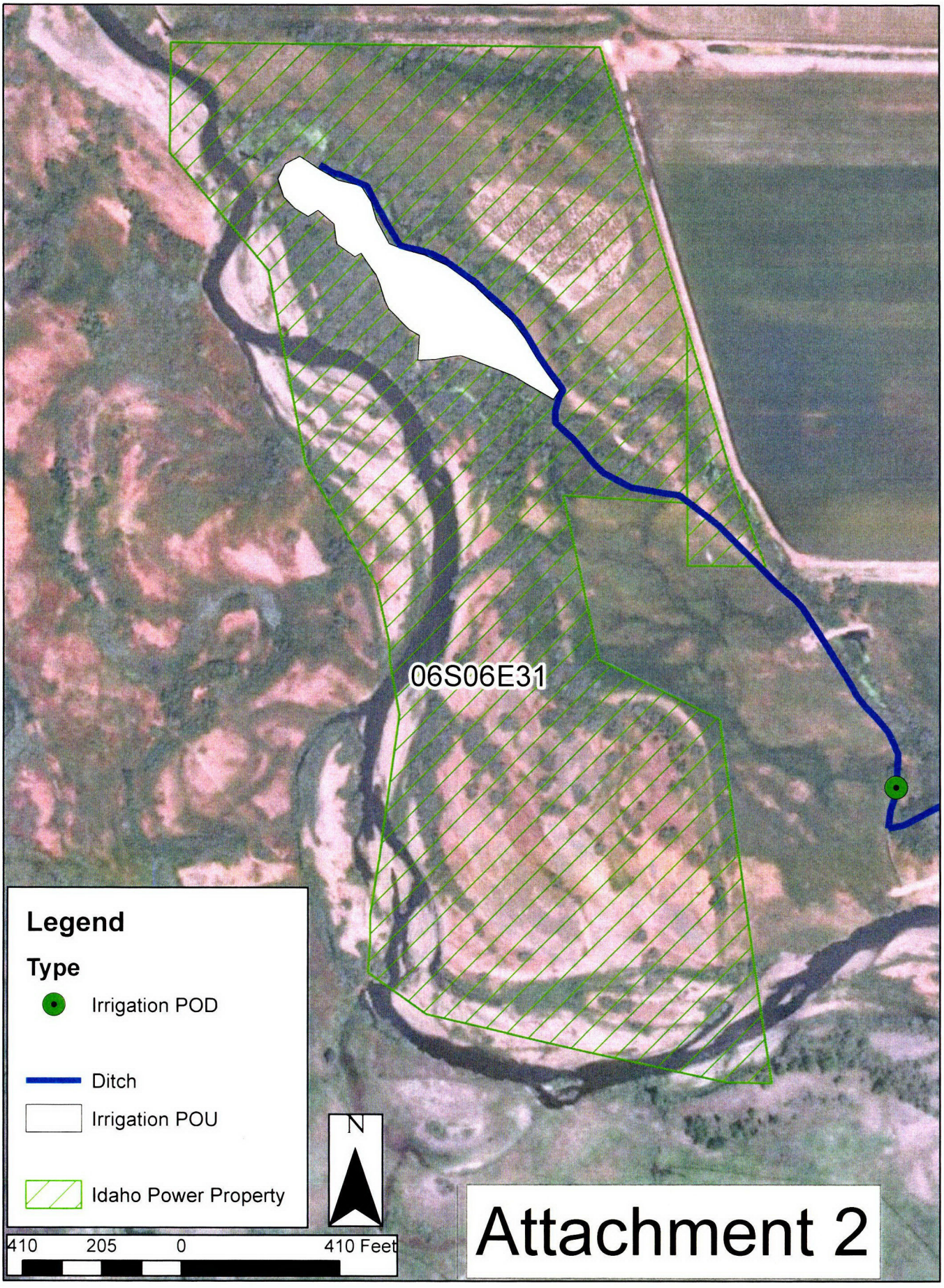
DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.

Signature of Applicant	Printed Name of Applicant	Date
Kresta Davis	Kresta Davis	8.21.2024
Signature of Representative	Printed Name of Representative	Date

Mail to:

Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098


06S06E31
Legend
Type
Irrigation POD
Ditch
Irrigation POU
Idaho Power Property
N
410 205 0 410 Feet
Attachment 2

Attachment 3E

The source of this water is waste water from the Bruneau Buckaroo Canal and Hyporheic flow from the Bruneau River. This water would normally be returned to the Bruneau River but is instead being diverted for irrigation. Therefore, the effective source of this water is the Bruneau River.

IDAHO POWER
An IDACORP Company

December 5, 2022

Idaho Department of Water Resources
322 E Front Street, Ste 648
Boise, Idaho 83720-0098

Subject: Idaho Power Company Representation

Kresta Davis, as representative of Idaho Power in matters associated with the company's water rights and water rentals and leases, has authorization to sign forms, applications and requests on behalf of the company. Please let me know if you have any questions or concerns

Sincerely,

Ryan Adelman

Vice President of Power Supply

1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1916

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

LESSOR: IDAHO POWER CO
PO BOX 70
BOISE, ID 83707

RECEIVED
DEC 09 2024
DEPARTMENT OF
WATER RESOURCES

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.

2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on September 04, 2024.

3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS**: The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
51-24A	4/1/1881	BRUNEAU RIVER, tributary to SNAKE RIVER	0.25	Not Stated	17.5
51-26A	4/1/1905	BRUNEAU RIVER, tributary to SNAKE RIVER	0.10	Not Stated	17.5
Combined Limit Totals			**0.35**	**Not Stated**	**17.5**
Combined Lease Totals			**0.35**	**Not Stated**	**17.5**

Summary of Water Rights Elements Rentable From the Bank

Water Right	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (Limited) (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
51-24A	0.20	70.0	17.5	0.011	4.0
51-26A	0.05	70.0	17.5	0.003	4.0
Combined Limit Totals	**0.25**	**70.0**	**17.5**	**0.014**	**4.0**

**** The water right elements rentable have been reduced from the water right elements leased to account for the use of the stockwater components and a defined volume limit that is based on the regional field headgate irrigation standard of 4.0 afa/acre.***

Signed Lease
Contract
PM 12/12/24

Mail w/
Rental

WATER SUPPLY BANK LEASE CONTRACT No. 1916

2. **COMPENSATION**: The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

   Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE**: The term of this lease shall be January 1, 2025 to December 31, 2029. This Lease shall bind the parties and take effect when both parties have signed it.

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE**: The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.

6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.

7. **DUPLICATE ORIGINAL**: This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1916

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: IDAHO POWER
PO BOX 70
BOISE, ID 83707

By Krista Dains
Title Senior Manager
Date Dec. 5, 2024

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By _____ Date 12/12/24
Brian Patton, Executive Manager
Idaho Water Resource Board

Lease approved by IDWR _____ Date 12/12/24

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1916

ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 51-24A, 51-26A

BRUNEAU RIVER	NESE	Sec. 31	Twp 06S	Rge 06E	OWYHEE County
GROUND WATER	NESE	Sec. 31	Twp 06S	Rge 06E	OWYHEE County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
51-24A	IRRIGATION	3/01	to	11/15	0.20 cfs	Not Stated
51-26A	IRRIGATION	3/01	to	11/15	0.05 cfs	Not Stated
				Totals:	0.25 cfs	Not Stated

PLACES OF USE TO BE IDLED UNDER THIS LEASE: 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	
06S	06E	31			31.0	1.3									3.2	20.2			55.7

Total Acres: 55.7
Acre Limit: 17.5

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.

WATER SUPPLY BANK LEASE CONTRACT No. 1916

8. Acceptance of a right into 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.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
    a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
    b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. The unleased portions of water rights 51-24A and 51-26A when combined shall not exceed a total diversion rate of 0.10 cfs for stockwater purposes.
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
14. Use of these rights is combined with water from Bruneau Buckaroo Ditch Co.
15. Diversion of water from groundwater is limited to those times when water is available for diversion under this right and priority from the Bruneau River at the point of diversion located in the NESE of section 31, township 06S, range 06E.
16. Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
17. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
18. The leased portions of 51-24A and 51-26A when combined shall not exceed the irrigation of 17.5 acres.
19. This right is limited to the irrigation of a specific 17.5 acres within the 55.7-acre place of use authorized by this right in a single irrigation season. The specific 17.5 acres to be irrigated by the right holder are shown in the electronic shape file associated with this right in the geographic information system component of the water rights database maintained by the department. Before changing the 17.5 acre to be irrigated within the 55.7-acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur.

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DEPARTMENT OF WATER RESOURCES

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Summary of Water Rights Elements Rentable From the Bank

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**** The water right elements rentable have been reduced from the water right elements leased to account for the use of the stockwater components and a defined volume limit that is based on the regional field headgate irrigation standard of 4.0 afa/acre.***

WATER SUPPLY BANK LEASE CONTRACT No. 1916

2. **COMPENSATION**: The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

   Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE**: The term of this lease shall be January 1, 2025 to December 31, 2029. This Lease shall bind the parties and take effect when both parties have signed it.

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE**: The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.

6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1916

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: IDAHO POWER
PO BOX 70
BOISE, ID 83707

By Kristin Reiss
Title Senior Manager
Date Dec 5, 2024

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By _____ Date 12/12/24
Brian Patton, Executive Manager
Idaho Water Resource Board

Lease approved by IDWR _____ Date 12/12/24

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1916

ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 51-24A, 51-26A

BRUNEAU RIVER	NESE	Sec. 31	Twp 06S	Rge 06E	OWYHEE County
GROUND WATER	NESE	Sec. 31	Twp 06S	Rge 06E	OWYHEE County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
51-24A	IRRIGATION	3/01	to	11/15	0.20 cfs	Not Stated
51-26A	IRRIGATION	3/01	to	11/15	0.05 cfs	Not Stated
				Totals:	0.25 cfs	Not Stated

PLACES OF USE TO BE IDLED UNDER THIS LEASE: 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	
06S	06E	31			31.0	1.3									3.2	20.2			55.7

Total Acres: 55.7
Acre Limit: 17.5

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.

WATER SUPPLY BANK LEASE CONTRACT No. 1916

8. Acceptance of a right into 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.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
    a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
    b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. The unleased portions of water rights 51-24A and 51-26A when combined shall not exceed a total diversion rate of 0.10 cfs for stockwater purposes.
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
14. Use of these rights is combined with water from Bruneau Buckaroo Ditch Co.
15. Diversion of water from groundwater is limited to those times when water is available for diversion under this right and priority from the Bruneau River at the point of diversion located in the NESE of section 31, township 06S, range 06E.
16. Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
17. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
18. The leased portions of 51-24A and 51-26A when combined shall not exceed the irrigation of 17.5 acres.
19. This right is limited to the irrigation of a specific 17.5 acres within the 55.7-acre place of use authorized by this right in a single irrigation season. The specific 17.5 acres to be irrigated by the right holder are shown in the electronic shape file associated with this right in the geographic information system component of the water rights database maintained by the department. Before changing the 17.5 acre to be irrigated within the 55.7-acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur.

Idaho Water Resource Board

Water Supply Bank Lease Contract No. 1916

51-24A and 51-26A
Effective until December 31, 2029

This map depicts the **place of use** to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



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@dwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 2, 2024

IDAHO POWER CO.
PO BOX 70
BOISE, ID 83707

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 51-24A and 51-26A, AGREEMENT 891

*****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 **$33.00 per year** was calculated based on the current rental rate of $33.00 per acre-foot times a diversion volume of 10.0 acre-feet. Since you are both the lessor and the renter of the rights, **you are only obligated to pay the 10% administrative fee or $33.00.** The annual rental fee for 2026 is due by December 31, 2025. 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 $33.00 for **2025** 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, $33.00 will be retained by the Department to offset administrative costs for **2025.**

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

Sincerely,

Skyler Cheever
Water Resource Agent, Sr – State Office
Idaho Dept. of Water Resources

Enclosure: One Proposed Rental Agreement.

c: IDWR Front Desk
Representative (via email)

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 891

Effective until December 31, 2029

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



0 500 1,000 1,500 Feet

Legend

- Water Supply Bank Rental Point of Diversion
- Water Supply Bank Rental Place of Use
- Township/Range
- Sections
- QQ

N

MEMORANDUM FOR AGREEMENT # 891

To: Water Right(s) 51-24A, 51-26A

From: Skyler Cheever – Water Resource Agent, Sr

Date: 11/5/2024

Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

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PURPOSE/NARRATIVE:
Application 3064 was sent in by the Idaho Power Company and received by the Department on September 3rd, 2024. This application is part of a lease/rental package with lease application 3031 and rental application 3032. The applicant proposes to rent a 2.5-acre portion of lease contract 1916 for water rights 51-24A and 51-26 from 2025-2029. Since the applicant is the same as the lessor the applicant is only required to pay the administrative rental fee. The proposed points of diversion are within the Snake River Basin Moratorium Bruneau-Grandview, Groundwater Management Area, and Trust Water Area. This application is intended as a renewal of rental agreement 788 which expires on December 31st, 2024.

AUTHORITY TO FILE:
Kresta Davis signed the application. Ms. Davis has the authority to file this agreement because Ryan Adelman designated, she has the authority to sign on behalf of Idaho Power according to an attached letter signed by Mr. Adelman. Mr. Adelman is the Vice President of Power Supply at the Idaho Power Co. according to the Idaho Secretary of States Office Database. Idaho Power is the Current Owner of WR's 51-24A and 51-26A according to Department records.

INJURY TO OTHER WATER RIGHTS:
The proposed points of diversion are the same as the leased water rights 51-24A and 51-26A. The proposed irrigated place of use is within the authorized legal description for the POU of the leased WR's. Therefore, it is unlikely there would be injury to other water rights.

ENLARGEMENT OF USE:
The points of diversion and irrigated place of use are not changing. The total acres are being reduced to 2.5 but the legal description isn't changing. Water rights 51-24A and 51-26A are limited to the irrigation of 17.5 acres within a 55.7 PPU. Under this proposal total authorization is limited to the irrigation of 2.5 acres. Under the previous rental agreement three conditions were added limiting the authorization for the rented portions of 51-24A, 51-26A, and when combined. However, these conditions are redundant and should be removed because the first and second tables on the agreement already limit the rental portions of 51-24A, 51-26A and when combined. There are no other enlargement concerns.

LOCAL PUBLIC INTEREST:
Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES:
The rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS

The points of diversion are within Administrative Basin 51. The Western Regional Manager was contacted for comment on November 5th, 2024. No comment was received, it is assumed there are no concerns with the applicant's proposal.

Cheever, Skyler

From: Cheever, Skyler
Sent: Wednesday, November 6, 2024 12:01 PM
To: Miller, Nick
Subject: Water Supply Bank Lease/Rental Package - Idaho Power
Attachments: Lease 1916 Map.pdf; Lease Review Memo 3031.pdf; Rental 890 Map.pdf; Rental Agreement 890.pdf; Rental Review Memo 890.pdf; Rental 891 Map.pdf; Rental Agreement 891.pdf; Rental Review Memo 891.pdf

Hello Nick,

I have completed my review of a Water Supply Bank Lease/Rental Application Package including Lease Application 3031 and Rental Applications 3032 and 3064. The proposed points of diversion (rental applications propose the same POD's as the lease) are within Administrative Basin 51. The applicant is Idaho Power. The applicant proposes to lease the irrigation portions of water rights 57-24A and 57-26A into the water supply bank from 2025-2029. Rental application 3032 proposes to rent a 15 acre portion of Lease Contract 1916 (App 3031) from the water supply bank and changing the nature of use from irrigation to aestetic storage from 2025-2029. Rental Application 3064 proposes to rent a 2.5 acre portion of irrigation from lease contract 1916 from 2025-2029. Attached is a copy of the review memos, copies of draft rental agreements, and maps of the places of use. If you have any comments on the applicant's proposal or my review, please let me know within 7 days. If you have any questions or concerns, please let me know.

Best,

Skyler

Skyler Cheever
Water Resource Agent, Sr - State Office
(208)-287-4913
Skyler.cheever@idwr.idaho.gov

Idaho Dept. of Water Resources
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