



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

June 5, 2025

J R SIMPLOT CO
1099 W FRONT ST
PO BOX 27
BOISE, ID 83707-0027

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-10471, AGREEMENT 934**

*****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 **\$594.00 per year** was calculated based on the current rental rate of \$33.00 per acre-foot times a diversion volume of 3264 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 594.00** 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 \$594.00 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, \$594.00 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,

Kris Margheim
for
Water Supply Bank

Enclosure(s)

c: IDWR Front Desk
Representative Remington Buyer

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 934

This is to certify that:

J R SIMPLOT CO
1099 W FRONT ST PO BOX 27
BOISE, ID 83707-0027

RECEIVED

JUN 04 2025

DEPARTMENT OF
WATER RESOURCES

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)
2-10471	2/25/1963	SNAKE RIVER	0.90	180.0	45.0	0.02	4.0
Rental Totals			0.90	180.0	45.0	0.02	4.0

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2029. 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 2025, whichever occurs last.

Annual Rental Fee:

2025 - 2029: \$594.00 annually

The full fee for the rental of the above-described right(s) is \$594.00 per year for years 2025 - 2029. The rental fee includes an administrative fee of \$594.00 per year for years 2025 - 2029. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 2-10471.

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	0.63	180.0	45.0	0.01	4.0
Combined Total	0.63	180.0	45.0	0.01	4.0

*** The authorized water usage reflects a reduction from the water right elements rented, to prevent enlargement of the rented water right.**

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 934

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

May 23, 2025

Date

James B. Alderman

Printed Name

Senior Vice President, General Counsel & Secretary

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 

BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Date 6/5/25

Rental approved by IDWR 

Date 6/5/25

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 934

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER SWSW Sec. 8, Twp 06S, Rge 05E, OWYHEE County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
0.90 CFS

VOLUME
180 AF

SEASON OF USE

Water Right No. **From** **To**
2-10471 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	
06S	04E	13				33.0									40.0			39.0	112.0
06S	05E	18			40.0	40.0			19.0 L10	40.0	38.0	44.0 L3	44.0 L4	39.0	37.0	39.0	39.0	8.0 L12	425.0
06S	05E	19			38.0		39.0	44.0 L1											121.0

Acre Limit: 45.0
Total Acres: 658.0

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

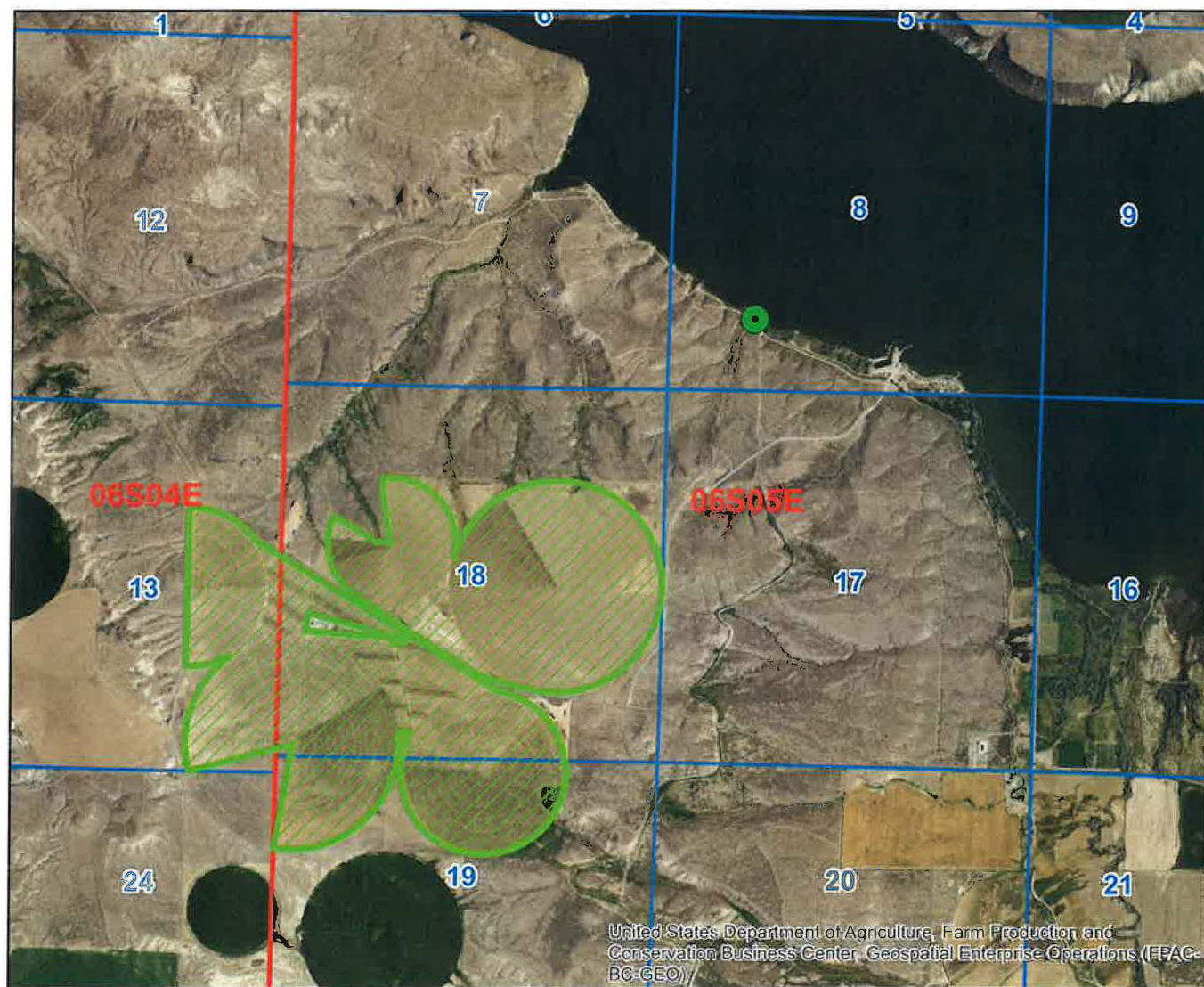
WATER SUPPLY BANK RENTAL AGREEMENT No. 934

9. This rental is limited to the irrigation of 45.0 acres within the authorized place of use in a single irrigation season.
10. This rental agreement when combined with water rights 2-6, 2-15, 2-2166, and 2-10440 shall not exceed a total diversion rate of 9.84 cfs, a total annual maximum diversion volume of 2632.0 af at the field headgate, and the irrigation of 658.0 acres.
11. 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.
12. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 4/8/2008.
13. Prior to diversion of water under this right, the right holder shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.
14. A lockable measuring device of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
15. Use of water under this right may 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. 02.

Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 934

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.



Legend

- Water_Supply_Bank_Rental_POD
- Water Supply Bank Rental POU
- Township/Range
- Sections



0 3,300 6,600 Feet