

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1771

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

LESSOR: JAMES T KILPATRICK TRUST
50 ADDISON LN
MORELAND HILLS, OH 44022

RECEIVED
NOV 20 2023
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 October 23, 2023.
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)
37-23253	7/24/1906	WARM SPRINGS CREEK, tributary to BIG WOOD RIVER	0.06	Not Stated	3.0
Combined Lease Totals			0.06	Not Stated	3.0

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)
37-23253	0.06	10.5	3.0	0.02	3.5
Combined Limit Totals	0.06	10.5	3.0	0.02	3.5

**The water right elements rentable include a defined volume limit that is based on the regional field headgate irrigation standard of 3.5 afa/acre.*

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

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3. **TERM OF LEASE:** The term of this lease shall be January 1, 2024 to December 31, 2028. 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.

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

LESSOR: JAMES T. KILPATRICK TRUST
50 ADDISON LN

MORELAND HILLS, OH 44022

By 
Title Trustee
Date 11/17/2023

IDAHO WATER RESOURCE BOARD

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

By 
Brian Patton, Acting Administrator
Idaho Water Resource Board

Date 11/21/23

Lease approved by IDWR 

Date 11/21/23

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DEPARTMENT OF WATER RESOURCES

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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): 37-23253

WARM SPRINGS CREEK	NENWNE	Sec. 31	Twp 04N	Rge 17E	BLAINE County
WARM SPRINGS CREEK	SESESE	Sec. 30	Twp 04N	Rge 17E	BLAINE County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From	to	To		
37-23253	IRRIGATION	05/01	to	10/31	0.06 cfs	Not Stated
Totals:					0.06 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	
04N	17E	29							1.4				4.5						5.9
04N	17E	30													0.9			6.5	7.4

Total Acres: 13.3

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.

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DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1771

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. Use of water under this right 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. 37.
13. This right is limited to the irrigation of 3.0 acres within the place of use described above.
14. Place of use does not include federal public lands.
15. This right does not grant any right-of-way or easement across the land of another.
16. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 1771

37-23253
Effective until December 31, 2028

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.



-  POD
-  Approved Lease Place of Use
-  Township/Range
-  Sections
-  QQ



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

OCT 23 2023

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

Designated Applicant James T. Kilpatrick Trust

(Select one owner – see item 1A on the application)

Water Right No. 37-23253

(One water right per application)

Is this application being submitted with a rental application as a lease/rental package?

Yes ☐ No ☒

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MINIMUM REQUIREMENT CHECKLIST

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

Yes

- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank*.
- ☒ Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
- ☒ Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.

Attachment N/A Yes

- 1A ☐ ☒ Signatures and contact information for *all owners* of the water right to be leased or sold on this application.
- 1B ☐ ☒ An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
- 1C ☒ ☐ *Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
- 1D ☒ ☐ Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
- 2 ☐ ☒ Description of a water right portion offered to the Water Supply Bank.
- 3 ☐ ☒ A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
- 4A ☒ ☐ Written consent from irrigation district or water delivery company.
- 4G ☐ ☒ Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount \$ 250.00	Received By: KM	Date Received: 10.23.23	Receipt # C117214
W-9 received? Yes ☒ No ☐	(Route W-9 to Fiscal)	Name on W-9: James T Kilpatrick Trust	

2790

**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)**

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant James T. Kilpatrick Trust

Mailing Address 50 Addison Lane Moreland Hills OH 44022
Street City State Zip Code

Email Address Jim.Kilpatrick@fortisconstruction.com Phone Number 971-563-7648

☒ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☐ No ☒

If no, complete the form and attach to this application (Attachment 1B).

- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☒ No ☐

If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☒ No ☐

If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Samuel L. Linnet, Esq. Organization Alturas Law Group, PLLC

Professional Title _____ Email Address sam@alturaslawgroup.com

Mailing Address 101 E. Bullion St., Unit 2H, Hailey, ID 83333 Phone Number 208-788-6688

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☒ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☒ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.

If a portion of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled 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 idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3**.

**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)**

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).
If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.
- B. Please provide a description of the current water diversion and delivery system.
Diversion from source allows irrigation of POU.

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. n/a

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☒
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.
- E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☒
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. _____

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. Water right 37-23253 has been in the water supply bank for the last 4 years.

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☒
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. _____

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan? Yes ☐ No ☒
If yes, describe. _____

**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)**

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☒.

If lease, specify the years when the use of water will be suspended: 2024 to 2028 (maximum lease period 5 calendar years).
(Year) (Year)

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
current rental rate.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

DocuSigned by:



Signature of Designated Applicant

James Kilpatrick, Trustee

Printed Name

10/14/2023

Date

Signature of Authorized Representative

Printed Name

Date

Mail to:

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

**STATE OF IDAHO
WATER RESOURCE BOARD**

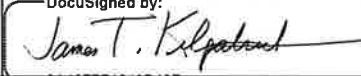
ATTACHMENT 1A

Additional Water Right Holders Party to the Lease Application

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). **All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant.** If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s). 37-23253

	Designated Applicant	Applicant #2	Applicant #3
Name	James T. Kilpatrick Trust		
Mailing Address	50 Addison Lane Moreland Hills, OH 44022		
Phone Number	971-563-7648		
Email Address	Jim.Kilpatrick@fortisconstrection.com		
Applicant Declaration	As Designated Applicant, I submit this lease application on behalf of all other water right holders.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature	DocuSigned by:  9A46F7F4640B49F...		

	Applicant #4	Applicant #5	Applicant #6
Name			
Mailing Address			
Phone Number			
Email Address			
Applicant Declaration	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature			

James T. Kilpatrick
2022 Trust

Dated: September 7, 2022

James T. Kilpatrick 2022 Trust

I, ***James T. Kilpatrick***, of Moreland Hills, Ohio, make this Declaration of Trust Agreement, as a Grantor of a Trust Agreement (the "***Trust***") dated April 17, 2018, (the "***Prior Agreement***"). In the ***Prior Agreement***, I reserved the right to amend the ***Prior Agreement***, in any manner, by an instrument in writing signed by myself and delivered to the Trustee. I hereby exercise such reserved right, effective this 7th day of September, 2022, as follows:

I hereby fully amend and restate the ***Prior Agreement*** so that, henceforth, the provisions of this instrument, as the same may be hereafter amended, as provided herein, shall govern the administration of the Trust.

Witnesseth:

I, ***James T. Kilpatrick***, desire to establish a trust with the expectation and intent that this trust, as further funded by lifetime and testamentary gifts, will serve as a vehicle for the management and ultimate disposition of a portion of my estate.

To that end, I declare that I hold the property listed on Schedule A as Trustee, and agree to hold all other property or proceeds which I may acquire as Trustee, (collectively, the "***Trust Estate***") in trust for the following uses and subject to the following terms.

Article I.

Name and Beneficiaries of Trust

This trust shall be known as the ***James T. Kilpatrick 2022 Trust*** and is for the primary benefit of myself, then my wife, ***Rosemarie P. Kilpatrick*** ("***Rosemarie***"), and then my children. The names and dates of birth of my presently living children are:

<i>Name</i>	<i>Date of Birth</i>
<i>Michael A. Kilpatrick</i> (" <i>Michael</i> ")	<i>April 19, 1994</i>
<i>Natalie G. Kilpatrick</i> (" <i>Natalie</i> ")	<i>August 15, 1995</i>
<i>Kathryn L. Kilpatrick</i> (" <i>Kathryn</i> ")	<i>November 12, 1996</i>
<i>Matthew J. Kilpatrick</i> (" <i>Matthew</i> ")	<i>February 16, 1999</i>

Article II.

Administration during my Life

During my lifetime, this trust shall be administered as follows:

A. Income and Principal While I am Competent. Whenever I am competent and acting as Trustee, I shall deal with the ***Trust Estate*** as I desire for my benefit. Whenever I am competent but not acting as Trustee, the Trustee shall distribute to me, or for my

J. Governing Law. The laws of Ohio shall govern all questions pertaining to the validity, construction and administration of this Trust Agreement.

K. Headings. The headings in this Trust Agreement are inserted solely for convenient reference and shall be ignored in the construction of this Trust Agreement.

L. Survivorship. If *Rosemarie* and I should die under circumstances that make it difficult to determine who survived the other, or if *Rosemarie* shall survive me for any period, *Rosemarie* shall be considered to have survived me for all purposes of this Trust Agreement. In all other situations, a person shall be considered to have survived another only if such person survives the other by at least 30 days. A person in gestation shall be considered to have survived another only if such person is subsequently born alive and lives for at least 30 days.

M. Distributions to or Allocations among Descendants. Whenever property is required to be distributed to or allocated among the descendants of any designated person, the distribution or allocation shall be made to or among the then living descendants of such person, *per stirpes*, and the *stirps* shall begin with the children of such designated person even though such designated person may have no children then living.

In Witness Whereof, I have executed this Declaration of Trust Agreement on the day and year first above written.



James T. Kilpatrick, as Grantor and Trustee

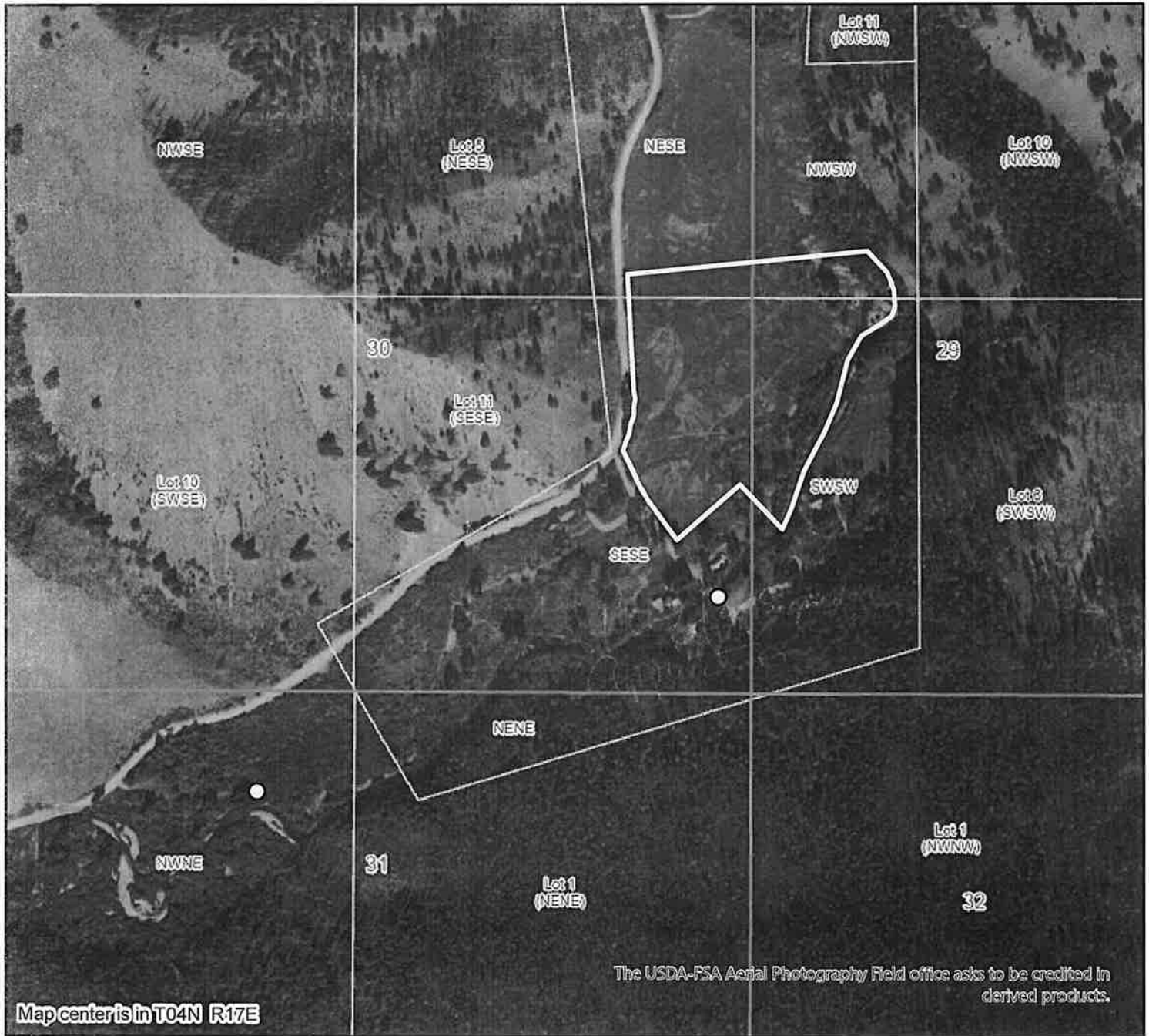
State of Idaho
Department of Water Resources

Water Right

37-23253

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



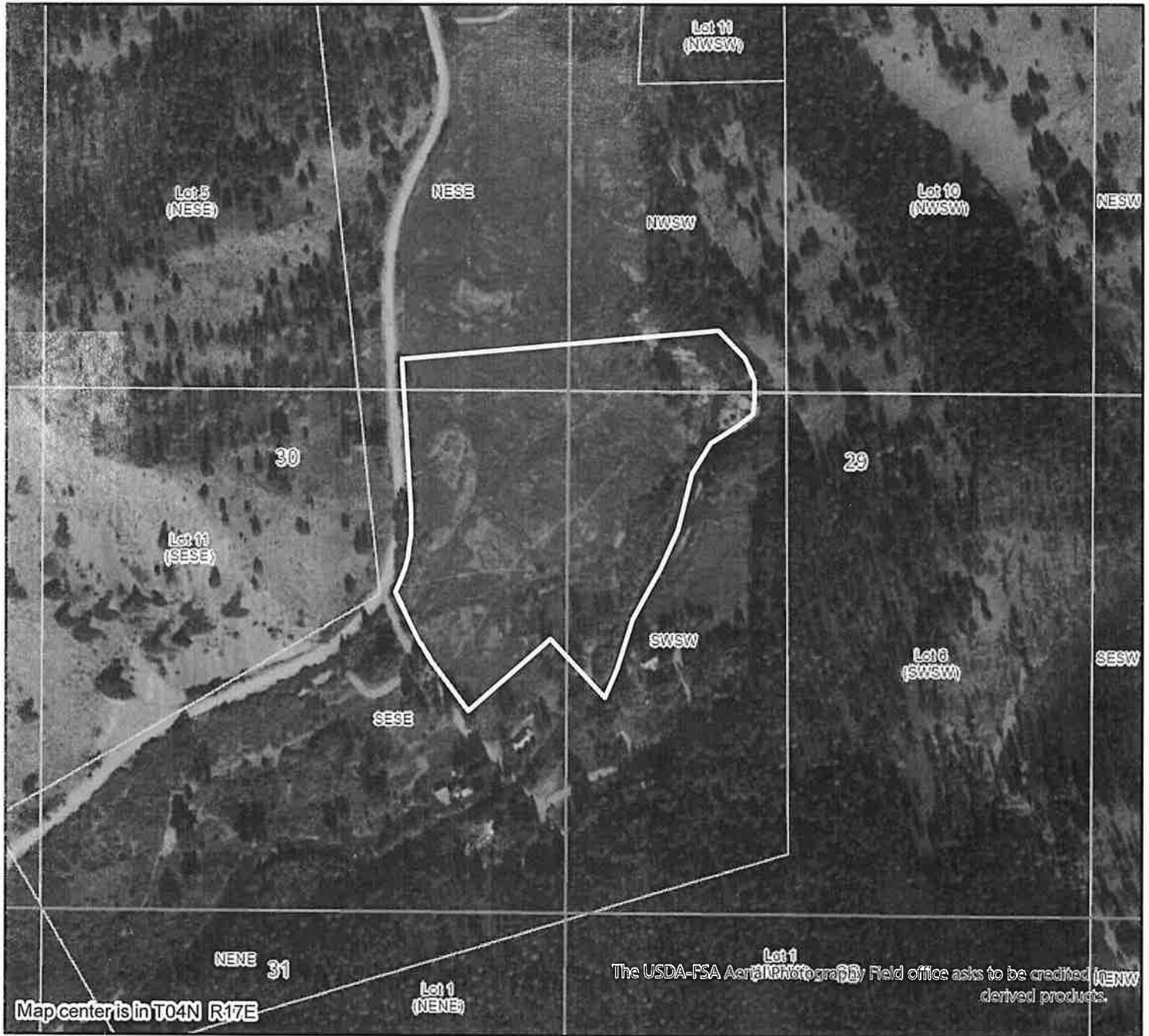
State of Idaho
Department of Water Resources

Water Right

37-23253

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary





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

November , 2023

JAMES T KILPATRICK TRUST
50 ADDSION LN
MORELAND HILLS OH 44022

**RE: WATER SUPPLY BANK LEASE CONTRACT 1771
FOR WATER RIGHT(S) 37-23253**

Dear Lessor:

Water right(s) **37-23253** is leased into the Water Supply Bank (Bank) as of January 1, 2024, in accordance with the enclosed executed lease contract. **Your water right, as described on the lease contract, is considered leased into the Bank and should remain unused until it is formally released from the Bank.** More information and further restrictions placed on your water rights while leased can be found in the conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The right(s) will automatically be released from the Bank on **December 31, 2028**, unless the rights are released earlier by the Water Resource Board (Board). To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they are rented.**

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Jean Hersley

for
Water Supply Bank

Enclosure: Executed Lease Contract

c: IDWR- Southern Office
Alturas Law Group
Water District No. 37

RECEIVED

NOV 20 2023

DEPARTMENT OF
WATER RESOURCES

James T. Kilpatrick Trust
50 Addison Ln.
Moreland Hills, OH 44022

November 17, 2023

Idaho Department of Water Resources
322 E Front Street, Suite 648
Boise, ID 83702

Sent via: Federal Express

RE: Water Supply Lease Contracts – No. 1771

Dear Water Supply Bank,

Enclosed are two original Water Supply Lease Contracts which have been executed by Lessor.
I will await the return of an executed copy.

Sincerely,

A handwritten signature in blue ink, appearing to read "James T. Kilpatrick", is written over a horizontal line.

James T. Kilpatrick

Grantor and Trustee

James T Kilpatrick Trust

cc: Alturas Law Group



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

November 17, 2023

JAMES T KILPATRICK TRUST
50 ADDISON LN
MORELAND HILLS OH 44022

**RE: APPLICATION TO LEASE WATER RIGHTS 37-23253 TO THE WATER SUPPLY BANK
CONTRACT 1771**

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

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature. Please sign and return ALL Lease Contracts within 14 days.** Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The right will automatically be released from the Bank on **December 31, 2028**, unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at <http://www.idwr.idaho.gov>. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:
"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."

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Jean Hersley

for
Water Supply Bank

Enclosures: Proposed Lease Contracts

C: Alturas Law Group

WATER SUPPLY BANK
Lease Review Checklist
Applicant(s) Name: James T Kilpatrick Trust

Memo Date: November 16, 2023

Water Right Number(s): 37-23253

Reviewers Name: Jean

Quick Tools

Decreed Year	No Forfeiture Concerns Thru:
2011	2017
2012	2018
2013	2019
2014	2020
2015	2021

	Check box		COMMENTS/CONCERNS:
1	☒		Fill out WSB Data Entry Checklist for Leases (Front of File)
2			Reason for lease of water rights (Brief description of lease proposal in narrative)
			Portion of right
			All of right
3	☒		Check GWMA/CGWA/ADC and basin 63 areas of concern (note area in comments)
		Yes No	
4	☒		Rentable? (If no explain in comments or narrative)
5			Authority to file
	☒		Current owner or designated applicant
			SOS Web site checked for business entity
			Other (explain in comments)
6			Water Right validity
			Decreed/Licensed/Statutory claim date (write in comments section)
			Past irrigation to ensure forfeiture is not an issue if decreed or licensed over 7 years ago (consider transfers that changed the POU, rentals to the POU etc.)
	☒		Has this right previously been leased to the bank or in CREP?
7			Injury to other water rights
		na	If the POD is through a delivery entity, was consent provided?
			If the POD is through a delivery entity, was holdback required? (percentage in comments)
	☒		Any other concerns
8			Enlargement concerns
	☒		Complete a POU comparison overlap analysis
	☒		Complete a combined limits review
	☒		Complete POD overlap analysis (if there is an overlap add condition to lease)
		Yes No	Are there overlapping rights that need to be placed in the bank also?
	☒		Will the place of use continue to receive water? (if yes explain in comments)
9			Local Public Interest
	☒		Does the processor know of any problems this action will cause for the local public?
10	☒		Have you contacted regional office and watermaster for comment/concerns?
	☒		Send the watermaster comment request form or e-mail request
11			Area Headgate requirement (write in Comments)
			3.5
12			Is water right involved in any other department action? Pull file and check database
		☒	() Ownership Change () Transfer () Mitigation () Other - Explain in comments
13			Narrative: The Department received this application on October 23, 2023. The applicant wishes to place the entire right in the Bank until 2028. The parent of this right, 37-2055, was decreed in 2011 and has been in the Bank since 2014. There are no issues with forfeiture. The POU shape for 37-23253 overlaps shapes of 37-2055 and 37-11445 however 37-2055 and 37-11445 have a combined limit of 76.2 acres that is additive and 37-23253 is limited to 3 acres. Before 37-23253 was split from 37-2055, the combined acre limit of 37-2055 and 37-11445 was 79.2 acres, additive. This right is currently within WD 37.

101 E. Bullion St., Unit 2H
Hailey, ID 83333
208.788.6688
alturaslawgroup.com

ALTURAS LAW GROUP



Kathleen D. Lee, CP | admin@alturaslawgroup.com
Certified Paralegal

October 19, 2023

RECEIVED

OCT 23 2023

DEPARTMENT OF
WATER RESOURCES

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

Re: *Water right No. 37-23253/James T. Kilpatrick Trust*

Dear Representative:

Our firm represents James T. Kilpatrick, Trustee of the James T. Kilpatrick Trust. Enclosed is an Application to Sell or Lease a Water Right to the Water Supply Bank for the above along with a check in the amount of Two Hundred Fifty Dollars (\$250) for the application filing fee. Please process this Application and provide our office with a date stamped copy, a copy and self-addressed envelope are enclosed.

If you have questions or need additional information to process this Application, please contact our office. Thank you for your assistance.

Respectfully,

Alturas Law Group, PLLC

Kathleen D. Lee, CP
Certified Paralegal

Encls.
cc: Client

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