

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 960

RECEIVED

SEP 22 2025

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

GARDNER FARMS

578 N 100 W

BLACKFOOT, ID 83221-5714

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)
35-2177	6/30/1950	GROUND WATER	2.32	464.0	116.0	0.020	4.00
Rental Totals			2.32	464.0	116.0	0.020	4.00

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: \$1,531.20 annually

The full fee for the rental of the above-described right(s) is \$1,531.20 per year for years 2025 - 2029. The rental fee includes an administrative fee of \$1,531.20 per year for years 2025 - 2029. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 35-2177.

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	1.17	276.0	69.0	0.017	4.00
Combined Total	1.17	276.0	69.0	0.017	4.00

*** The authorized water usage reflects a reduction from the water right elements rented to account for ESPA required mitigation offset and to prevent enlargement of existing rights at the place of use.**

Detailed water right conditions are attached.

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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:

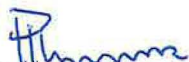
 9-15-25
Signature of Renter Date

Dorey Case 9-15-25
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 10/6/25
BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Rental approved by IDWR  Date 10/6/25

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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SWSW Sec. 1, Twp 01S, Rge 34E, BINGHAM County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
1.38 CFS

VOLUME
276.0 AF

SEASON OF USE

Water Right No. **From** **To**
35-2177 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	
01S	34E	2													14.0	32.5	22.5		69.0

Total Acres: 69.0

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 agreement does not authorize the construction of a well.
10. Prior to diversion and use of water under this agreement, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
11. This rental 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.

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12. Rental of right 35-2177 when combined with right 35-2765 shall not exceed a total diversion rate of 2.33 cfs, a total annual maximum diversion volume of 500 af at the field headgate, and the irrigation of 125 acres.
13. 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. 120.
14. 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.



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

October 6, 2025

GARDNER FARMS
578 N 100 W
BLACKFOOT, ID 83221-5714

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 35-2177, AGREEMENT 960**

Dear Renter:

Please find enclosed a receipt in the amount of **\$1,531.20** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 464.0 acre-feet of water for irrigation of 69.0 acres during 2025. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

The rental fee will be retained by the Department to offset administrative costs since you are the owner of the rights.

The annual rental fee for 2026 is due by December 31, 2025. If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Kris Margheim

for
Water Supply Bank

Enclosures: Receipt No. C123185
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office (via email)
Greg Sullivan (via email)
Water District 120 (via email)
Ground Water District – Bingham (via email)