

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 972

RECEIVED

DEC 16 2025

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

IDAHO POWER CO
1221 W IDAHO ST
BOISE, ID 83702

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)
61-11939	4/23/1964	GROUND WATER	0.27	104.0	N/A
Rental Totals			0.27	104.0	N/A

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2028. 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 2026, whichever occurs last.

Annual Rental Fee:

2026 - 2028: \$343.20 annually

The full fee for the rental of the above-described right(s) is \$343.20 per year for years 2026 - 2028. The rental fee includes an administrative fee of \$343.20 per year for years 2026 - 2028. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 61-11939.

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)
INDUSTRIAL	0.27	58.2
Combined Total	0.27	58.2

*** The authorized water usage reflects a reduction from the water right elements rented, to account for a consumptive use limit.**

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:

Kreata Davis
Signature of Renter

Dec 11, 2025
Date

Kreata Davis
Printed Name

Environmental Manager
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
BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Date 12/17/25

Rental approved by IDWR HP

Date 12/17/25

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DEPARTMENT OF WATER RESOURCES

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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NWNW Sec. 26, Twp 01S, Rge 04E, ELMORE County

BENEFICIAL USE
INDUSTRIAL

DIVERSION RATE
0.27 CFS

VOLUME
58.2 AF

SEASON OF USE

From To
01/01 12/31

RENTERS PLACE OF USE: INDUSTRIAL

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	04E	26						X											X

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. Prior to diversion of water under this rental, 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.
1. Industrial use is for dust abatement and construction purposes.
2. 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. 161.
3. This rental agreement does not authorize the construction of a well.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 972

Effective until December 31, 2028

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

0 250 500 750 Feet



Idaho Department of Water Resources Receipt

Receipt ID: C124417

Payment Amount \$843.20 Date Received 12/16/2025 Region STATE

Payment Type Charge Card

Payer DAVIS, KRESTA K

Comments WATER SUPPLY BANK LEASE APPLICATION FEE
FOR WR # 2-10450, 61-12141
FOR: IDAHO POWER
FOR 2026-2030 SEASON
WATER SUPPLY BANK RENTAL AGREEMENT
RENTER NAME: IDAHO POWER CO
RENTAL AGREEMENT # 972
FOR WR # 61-11939
FOR YEAR 2026
ORDERID: 75024854
LOCAL REFID: I1ciAWSMk0qSK6GTcvY64w==
TOTAL PAID: \$865.28(FEEs: \$22.08)
AUTH_CODE: 045592
REC DATE: 12/16/2025 01:50:10 PM MST

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$500.00	WATER BANK LEASE APPLICATIONS	55111	0229	21		1205
\$343.20	WATER BANK-DEPARTMENT SHARE	55113	0229	21		1205



Signature Line (Department Representative)



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

December 18, 2025

IDAHO POWER COMPANY
POI BOX 70
BOISE, ID 83707-0070

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 61-11939, AGREEMENT 972**

Dear Renter:

Please find enclosed a receipt in the amount of **\$343.20** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 104.0 acre-feet of water for Industrial of 58.2 acres during 2026. 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 2027 is due by December 31, 2026,

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. C124417
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Western Regional Office (via email)