



IDAHO DEPARTMENT OF
WATER RESOURCES

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Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

MAY 1, 2026

HK CONTRACTORS INC
PO BOX 51450
IDAHO FALLS ID 83405-1450

**RE: TERMINATION OF RENTAL AGREEMENT No. 887 FOR WATER RIGHT No. 21-7046
FROM THE WATER SUPPLY BANK**

Dear Renter:

On April 21, 2026, the Department of Water Resources (Department) received a request from Rocky Mountain Environmental Associates (RMEA), your designated representative, to end Rental Agreement No. 887. The Department acknowledges your intent to end your Rental Agreement No. 887 for rental of water for Water Right 21-7046 effective immediately.

The rental agreement is terminated and no longer in effect. Water Supply Bank records will be closed. Any diversion or use of water associated with this rental agreement is not authorized and, if occurring, will be subject to any necessary enforcement action.

If you wish to rent water in the future, please reapply using new forms from the Department's website at www.idwr.idaho.gov. If you have questions about your rental, you can contact our office at 208-287-4800 or email bank@idwr.idaho.gov.

Sincerely,

Phill Hummer
Water Rights Section Manager

c: IDWR Regional Office (via email)
Kristin Moore - RMEA
Water District – 100 (via email)

CANCELED

DATE: 5-12-2026

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 887

RECEIVED

DEC 23 2024

Department of Water Resources

This is to certify that:

HK CONTRACTORS INC

PO BOX 51450

IDAHO FALLS, ID 83405-1450

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)
21-7046	7/13/1974	GROUND WATER	0.08	12.0	4.0	0.020	3.0
Rental Totals			0.08	12.0	4.0	0.020	3.0

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2026. 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 2024, whichever occurs last.

Annual Rental Fee:

2024 - 2026: \$276.00 annually

The full fee for the rental of the above-described right(s) is \$276.00 per year for years 2024 - 2026. The rental fee includes an administrative fee of \$27.60 per year for years 2024 - 2026.

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	0.08	10.0
Combined Total	0.08	10.0

** The authorized water usage reflects a reduction from the water right elements rented, to account for a change in nature of use based on the area consumptive use standard of 2.5 acre-feet per acre. The maximum continuous diversion rate for a 274 day season of use is limited to 0.018 cfs.*

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 887

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:

John W. Hues 12/16/24
Signature of Renter Date
John W. Hues General Manager
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 Brian Patton 12/30/24
BRIAN PATTON, Executive Manager Date
Idaho Water Resource Board

Rental approved by IDWR TP 12/30/24
Date

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 887

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SWSW Sec. 36, Twp 07N, Rge 40E, FREMONT County

BENEFICIAL USE
INDUSTRIAL

DIVERSION RATE
0.08 CFS

VOLUME
10.0 AF

SEASON OF USE

From To
3/1 11/30

RENTERS PLACE OF USE: INDUSTRIAL

Twp	Rng	Sec	NE				NW				SW				SE			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
07N	40E	36										X	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. Use of water under this agreement 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. 100.
10. This rental agreement does not authorize the construction of a well.

STATE OF IDAHO
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WATER SUPPLY BANK RENTAL AGREEMENT No. 887

11. Prior to diversion of water under this rental agreement, 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.
12. 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 Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 887

Effective until December 31, 2026

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
- QQ



0 700 1,400 Feet