

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 966

This is to certify that:

IDAHO WATER RESOURCE BOARD
C/O CYNTHIA BRIDGE CLARK 322 E
FRONT ST STE 648
BOISE, ID 83702-7371

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)
75-4199	5/1/1930	BIG HAT CREEK	0.47	43.0	12.3	0.038	3.50
75-4200	5/1/1930	HAT CREEK	1.28	86.4	24.7	0.052	3.50
75-2137	1/11/1960	BIG HAT CREEK	0.76	93.4	26.7	0.028	3.50
Combined Rental Totals			2.51	222.8	63.7	0.039	3.50

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2126. 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.

One-Time Rental Fee:

2026: \$735.24

The full fee for the rental of the above-described right(s) is a one-time fee of \$735.24. Note that the renter is obligated to pay only the administrative fee associated with the water right(s): 75-4199, 75-4200, 75-2137.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
MINIMUM STREAM FLOW MAINTENANCE	0.38	159.0
Combined Total	0.38	159.0

*** The authorized water usage reflects a reduction from the water right elements rented to a maximum continuous diversion rate and maximum consumptive use volume.**

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 966

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

Date

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

BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Rental approved by IDWR

Date

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 966

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

HAT CREEK (Ending) L2(NENW) Sec. 20, Twp 17N, Rge 21E, LEMHI County

BENEFICIAL USE

MINIMUM STREAM FLOW
MAINTENANCE

DIVERSION RATE

0.38 CFS

VOLUME

159.0 AF

SEASON OF USE

From	To
4/1	10/31

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

The place of use for this rental is the reach above the point of qualification for Water Right No. 75-14189. The quantification point is located at the point of diversion described above in Section 20, Township 17N, Range 21E, B.M.

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. There are no diversions associated with the conditions of this rental agreement. The quantification point for this instream flow rental is the ending point described above.
10. The extent of beneficial use of water authorized under this rental agreement is limited to the amount necessary to satisfy and maintain the Minimum Flow Right No. 75-14189 on Hat Creek. Upon a finding and order of the Director, the renter may be required to install and maintain gaging stations on the Salmon River at or near the original point of diversion(s) of the leased right(s) to ensure measurement and maintenance of the relevant minimum stream flows.
11. Use of water under this rental agreement shall be non-consumptive.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 966

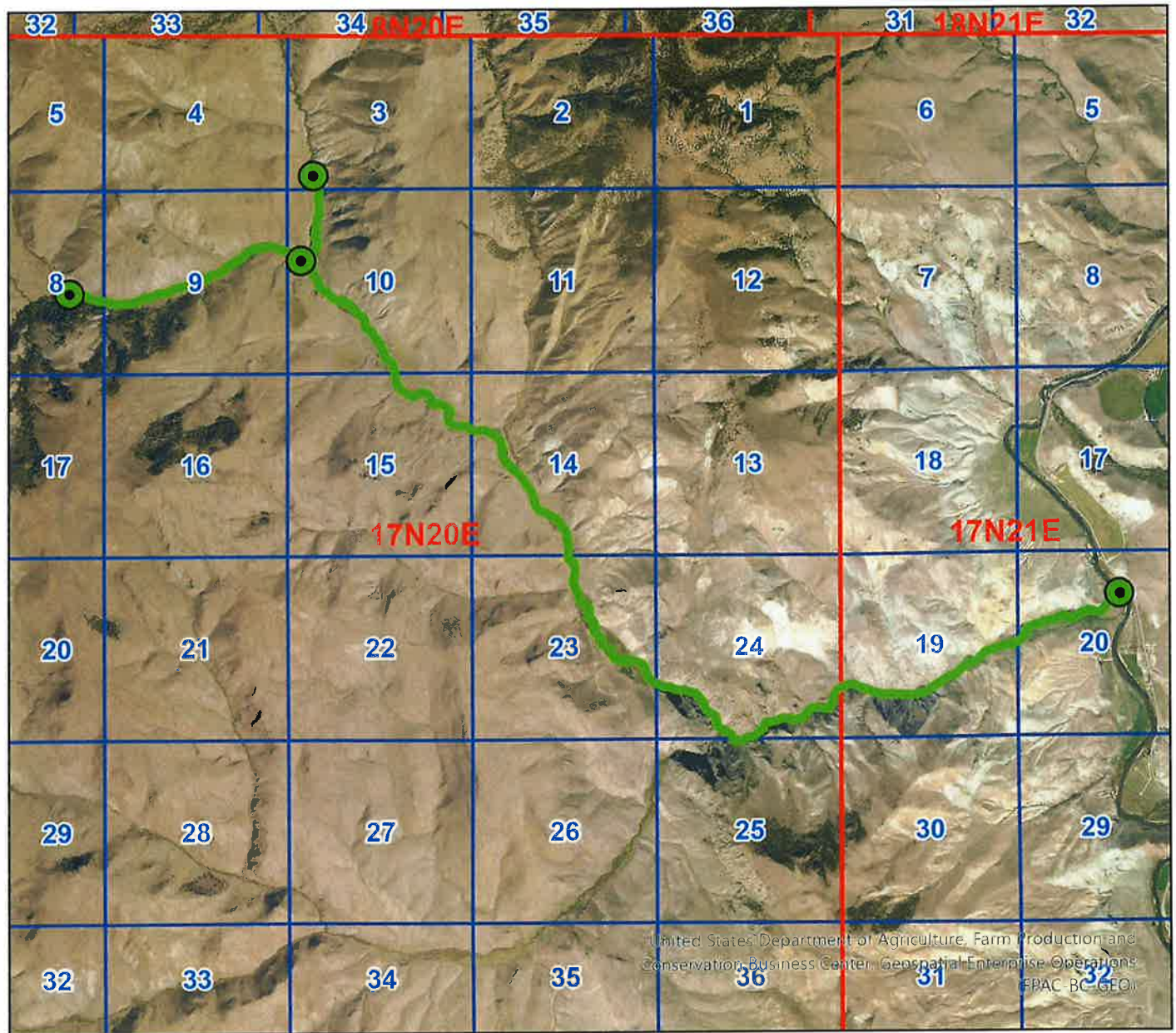
12. Use of water under this rental agreement is limited to those times when water is in priority and available under leased Right Nos. 75-2137, 75-4199, and 75-4200 at the ending point described above.
13. The water rented under this rental agreement is appurtenant to the irrigation of 63.7 acres.
14. 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. 170.
15. Use of water under this rental agreement shall be junior and subordinate to all uses of water with priority dates senior to April 1, 2005 diverting from tributaries to the reach of Alturas Lake Creek between the historical points of diversion and the point of diversion for this rental agreement.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 966

Effective until December 31, 2126

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



0 5,000 10,000 15,000 Feet

Legend

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



STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK

RECEIVED

MAR 06 2025

DEPT. OF WATER RESOURCES

Applicant Name: Idaho Water Resource Board

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

Yes ☒ No ☐

If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. **Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.**

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

Yes

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

- 2 ☒ A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request
- 3A ☐ ☒ Detailed information on a proposed use of rental water
- 3F ☒ ☐ Authorization from the owner/operator of the rental point(s) of diversion
- 3H ☒ ☐ Water modeling to account for the impacts of the rental request
- 3J ☒ ☐ Documents justifying a rate of flow greater than 0.02 cfs/acre
- 3K ☒ ☐ Authorization from the owner/operator of the property at the proposed rental place(s) of use
- 4B ☐ ☒ Explanation of how the rental water will sufficiently accomplish your rental purposes
- 4C ☐ ☒ Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)

3222

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Idaho Water Resource Board

Mailing Address <u>322 E Front Street</u>	Boise	ID.	83702
Street	City	State	Zip Code
Email Address <u>cynthia.clark@idwr.idaho.gov</u>	Phone Number <u>208-287-4800</u>		

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐
If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative <u>Brian Patton</u>	Professional Title <u>Executive Manager</u>
Organization <u>Idaho Department of Water Resources</u>	Relationship to Applicant <u>Executive Director</u>
Mailing Address <u>322 E Front Street Boise, ID. 83702</u>	
Email Address <u>brian.patton@idwr.idaho.gov</u>	Phone Number <u>208-287-4800</u>

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental 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 irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:

The rental of this water is intended to supply flow to the existing Hat Creek Minimum Stream Flow water right, 75-14189. It will also restore the natural flow in Big Hat Creek, improving ESA-listed bull trout habitat in the tributary to Hat Creek.

B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
2.51 CFS	223.1 AF	2.51 CFS	AF	AC

* Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)	**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
4/1/2025	6/1/2025	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	☒ Process application as soon as possible	☐ Return application to applicant

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.

***Pursuant to IDAPA 37.02.03.30.06 the IWRB wishes to rent the water in perpetuity. See IWRB funding resolution dated 9/15/2023.**

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):

Water will remain instream

- E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
75-2137 Headgate	Big Hat Creek	75-4200
75-4199 Headgate	Big Hat Creek	N/A
75-4200 Headgate	Hat Creek	75-2137

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

- F. Has documented consent from all relevant water delivery entities been obtained? Yes ☐ N/A ☒
If yes, include documented consent as **Attachment 3F**.

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes ☐ No ☐
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

- H. Has water modeling been provided with your rental request? Yes ☐ N/A ☒
If yes, label modeling Attachment 3 H.
Rental applications that require modeling will be returned if modeling is not provided.

- I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

- ☐ Irrigation _____ (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
- ☒ Other: Instream flow from: 04/01 (mm/dd) to: 10/31 (mm/dd)

- J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A ☒ Yes ☐ No ☐
If yes, justify the rate of flow and attach any supporting documents as **Attachment 3J**. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

- K. Do you own the land at the proposed rental place of use (POU)? **POU is Instream** Yes ☐ No ☒
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:

There are no other water rights rented to meet MSF 75-14189 on Hat Creek.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☐ No ☐

If yes, specify below the elements of the water rights you are requesting to rent. If no, continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via [IDWR's website](#).

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.** For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
75-2137	Irrigation	0.76	93.5	26.7		0.76	93.5	26.7
75-4199	Irrigation	0.47	43.1	12.3		0.47	43.1	12.3
75-4200	Irrigation	1.28	86.5	24.7		1.28	86.5	24.7
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL	2.51	223.1	63.7
						CFS	AF	AC

**Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.*

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

N/A

C. Does your rental request propose to change the nature of use for any water right(s) being rented?

Yes ☒ No ☐

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C**:

The rental proposes renting the full standard head gate requirement of 3.5 AF/acre at the original PODs and delivering the standard consumptive use volume of 2.5 AF/acre to the Hat Creek MSF, 75-14189.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☐ No ☒

If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

The Idaho Water Resource Board had been renting water rights 75-2137, 75-4199, and 75-4200 since 2005.
This rental is a renewal of a 2023-2027 rental to the Hat Creek MSF (WR 75-14189). The Idaho Water Resource
Board purchased these water rights on September 25, 2024.

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☐ No ☒
If yes, describe:

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☒
If yes, describe the date and location of the NOV.

- D. Additional Information

DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.


Signature of Applicant

CYNTHIA BRIDGES CLARK
Printed Name of Applicant

3/23/2025
Date

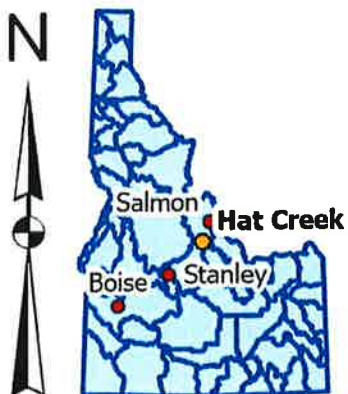
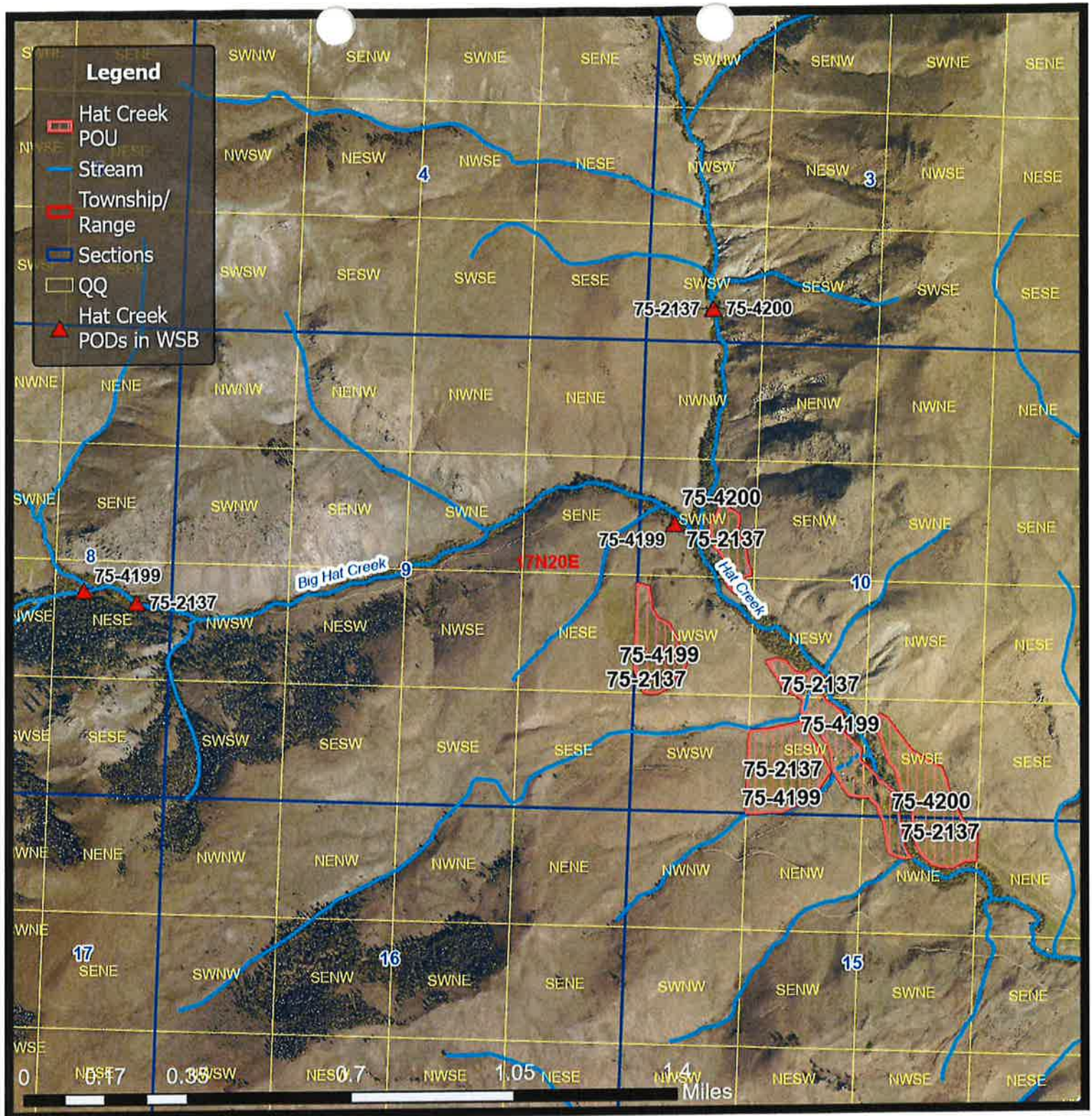
Signature of Representative

Printed Name of Representative

Date

Mail to:

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



Hat Creek MSF - 75-14189 Rental Application

Map Date: 2/20/2025
Imagery: NAIP 2023

**WR Nos. 75-2137, 75-4199, &
75-4200**

**Irrigation Places of Use and
Points of Diversion**





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 17, 2026

IDAHO WATER RESOURCES BOARD
C/O CYNTHIA BRIDGE CLARK
322 E FRONT STREET STE 648
BOISE ID 83702-7371

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOs. 75-2137, 75-4199 & 75-4200, AGREEMENT 966**

Dear Renter:

Please find enclosed copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 159.0 acre-feet of water for minimum stream flow maintenance from January 1, 2026 until December 31, 2126. 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 full fee for the rental of the above-described rights is a one-time fee of \$735.24. Note that the renter is obligated to pay only the administrative fees associated with water rights 75-2137, 75-4199, and 75-4200.

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

Sincerely,

Darin Vrem
Water Supply Bank

Enclosures: Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR- Eastern Region Office
Brian Patton, IDWR
Water District No. 170



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

February 4, 2026

IDAHO WATER RESOURCE BOARD
C/O CYNTHIA BRIDGE CLARK
322 E FRONT ST. SUITE 648
BOISE, ID 83702-7371

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 75-2137, 75-4199, and 75-4200, AGREEMENT 966**

*****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 **\$735.24 per year** was calculated based on the current rental rate of \$33.00 per acre-foot times a diversion volume of 222.8 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$735.24.** (Multi-year rentals) The annual rental fee for second year is due by December 31, 2026. 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 \$735.24 for 2026 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

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

**MEMORANDUM FOR LEASE APPLICATION # 3221
And RENTAL APPLICATION # 3222**

To: Water Right(s) 75-2137, 75-4199, 75-4200
From: Phill Hummer
Date: 10/23/25
Re: Review & Analysis of Application to Lease Water to the State Water Supply Bank

The lease application package was received on 3/6/2025. The package is intended to replace the contract 1665 and agreement 714 to reflect the change in ownership now that the IWRB owns the water rights. This memo covers the replacement process and related fees. A detailed review of the lease and proposed dedication to support MSF right 75-14189 can be found in the water right records for lease contract 1665 and agreement 714.

On October 26, 2022 IWRB passed resolution no. 42-2022. The resolution states \$3,063.93 should be moved from the Columbia Basin Water Transaction Program to fund the lease and rental fees for contract 1665 and agreement 714. At that time the rights were not owned by IWRB and they agreed to pay the \$500.00 lease application filing fee. The remaining was to be used for rental fees. At the time the fee was calculated using an unrounded volume of 22.95 af and the per volume fee of \$2.30 per af (only the administrative fee was required). The full 5 year fee was:

$$222.95 \text{ af} * \$2.30 = \$512.785 * 5 \text{ years} = \$2,563.93$$

On November 3, 2023 WSB staff sent an email requesting confirmation of the transfer of fees. Sascha Marston (Financial Officer) responded by email that "these fees were transferred". Based on the payment request and response it is assumed all fees for the previous lease and rental package have been collected.

Lease application fees were not received and are not required because the IWRB is now the current owner and they assert exemption from filing fees pursuant to I.C. 67-2301. The replacement lease application form states, "The IWRB will rent the water in 2025 at the current rate (\$23/AF as approved by IWRB resolution in Sept 2023). Commencing in 2024, the IWRB holds title to the water rights and will not charge itself to rent the water." On September 15, 2023 the IWRB passed resolution no. 35-2023 for the costs associated with purchasing the rights and the replacement WSB process. The resolution states, "permanent Water Supply Bank rental fees for Water Right Nos. 75-2137, 75-4200, and 75-4199 to Water Right No. 75-14189 will be \$53,278;"

The rental fee calculation is an approximation of renting 222.95 af at a rate of \$2.30 per af for 100 years. However, the actual administrative fee should be \$735.24 (222.8 af * \$3.30 per af = \$735.24). Since the rental agreement will be permanent there will be no annual accounting, mailing, or other tasks as such it is not necessary to require an annual administrative fee. The one time administrative fee of \$735.24 will be moved by internal transfer from other program accounts. Once confirmation of the fee transfer is received the replacement agreement can be executed.

Memorandum

To: Cynthia Bridge Clark - Bureau Chief, IDWR Planning & Projects *Ubl*
From: John Loffredo – Program Manager, IDWR Planning & Projects
Date: May 28, 2026
Re: Water Transaction Program - Hat Creek Water Right Acquisition – Perm. WSB Rental



REQUIRED ACTION: Signature on permanent WSB Rental Agreement for Hat Creek water right following acquisition by IWRB in 2024.

Background:

Hat Creek is located in the Upper Salmon River Basin and supports ESA-listed Snake River spring/summer run Chinook salmon, Snake River steelhead, and resident bull trout. In 2004, the IWRB inked the first water transactions funded through the CBWTP in the Upper Salmon Basin. The water rights pertinent to the original 2004 short-term transaction are subject of a permanent acquisition, as approved by the IWRB via Resolution 35-2023 in September 2023.

This transaction was approved through the CBWTP review process in December 2023. The cost of acquisition for water right Nos. 75-4199, 75-4200, and 75-2137, was provided in FY24 by the Columbia Basin Water Transaction Program (\$401,945) and unspent FY22 programmatic funds (\$128,055) from the 2008 Idaho MOA/Idaho Water Transaction Fund.

This permanent water right acquisition was executed with the landowners in September 2024. A permanent WSB lease/rental package was submitted to IDWR in February 2025. The permanent WSB rental agreement was completed by IDWR in March 2026 (Rental No. 966). The one-time rental fee for Rental 966 will be \$734.25, determined by the AF rental rate set in WSB Memo No. 4 and the annual volume of the consumptive use portion of the above irrigation rights rented instream to meet the IWRB's MSF 75-14189.

Resolution 35-2023 established that all WSB application and rental fees for the Hat Creek acquisition would be paid by the CBWTP. An executed rental agreement is required at this time to request additional transaction expenses from BPA outside of the fiscal year the original transaction was approved and funded.

Attachments:

- 1) Resolution 35-2023
- 2) WR Purchase and Sales Agreement – Executed
- 3) WR Grant Deed - Recorded
- 4) WSB Rental Agreement No. 966 – Signature Required

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE HAT CREEK
ACQUISITION AND PERMANENT
LEASE/RENTAL WATER TRANSACTION

RESOLUTION TO MAKE A FUNDING
COMMITMENT

1 WHEREAS, resident bull trout, juvenile Chinook salmon, and adult steelhead in Hat Creek
2 are limited by low flow in the lower reaches of Hat Creek; and

3 WHEREAS, Hat Creek provides habitat for resident bull trout, juvenile Chinook salmon,
4 and adult steelhead habitat, and the 2004 Snake River Water Rights ("Nez Perce") Agreement
5 commits the state to providing incentives for improving fish habitat which includes improving or
6 protecting flow conditions to augment stream flows; and

7 WHEREAS, it is in the interest of the State of Idaho to increase flow in Hat Creek to
8 encourage recovery of ESA-listed bull trout, Chinook Salmon, and steelhead; and

9 WHEREAS, the Idaho Water Resource Board (IWRB) owns minimum streamflow Water
10 Right No. 75-14189 on Hat Creek; and

11 WHEREAS, the IWRB, pursuant to Section 42-1734, Idaho Code, has the authority to
12 acquire, purchase, lease, or exchange land, rights, water rights, easements, franchises, and other
13 property deemed necessary or proper for the construction, operation, and maintenance of water
14 projects; and

15
16 WHEREAS, since 2004 the water right owners for Water Right Nos. 75-2137, 75-41991
17 and 75-4200 have leased all or a portion of their irrigation rights to the Water Supply Bank for
18 rental and delivery to the Hat Creek minimum stream flow Water Right No. 75-14189, resulting
19 in up to 2.51 cfs in addition flow in Big Hat Creek and Hat Creek to improve stream flow for
20 anadromous and resident fish; and

21 WHEREAS, in July 2023 the water right owners agreed to sell Water Right Nos. 75-2137,
22 75-4199, and 75-4200 to the IWRB for the permanent rental and delivery of up to 2.51 cfs to the
23 Hat Creek minimum stream flow Water Right No. 75-14189; and

24 WHEREAS, in January 2023 staff used programmatic grant funds to commission an
25 appraisal by a licensed realtor to determine the value of the 240-acre property associated with
26 Water Right Nos. 75-2137, 75-4199, and 75-4200 with and without senior Hat Creek water rights;
27 and

28 WHEREAS, the 240-acre property associated with Water Right Nos. 75-2137, 75-4199, and
29 75-4200 is situated at the confluence of Big Hat and Hat Creek at river mile 7 and represents a
30 unique public land's private inholding that is surrounded by BLM and adjacent USFS land that has

31 both seasonal public road access and the potential for air strip development; and

32 WHEREAS, the 240-acre property associated with Water Right Nos. 75-2137, 75-4200, and
33 75-4199 is valued just over \$1.5 million with the three senior irrigation rights accounting for
34 nearly 33% of the market value, at \$530,000, or \$211,155 per cfs; and

35 WHEREAS, permanent Water Supply Bank rental fees for Water Right Nos. 75-2137, 75-
36 4200, and 75-4199 to Water Right No. 75-14189 will be \$53,278; and

37 WHEREAS, a Hat Creek permanent water transaction involving Water Right Nos. 75-2137,
38 75-4199, and 75-4200 is in the public interest and in compliance with the State Water Plan; and

39 NOW THEREFORE BE IT RESOLVED that the IWRB authorizes the Chairman or designee to
40 acquire and permanently lease and rent Water Right Nos. 75-2137, 75-4199, and 75-4200
41 through the Water Supply Bank for delivery to the Water Right no. 75-14189; and

42 NOW THEREFORE BE IT FURTHER RESOLVED that this resolution is subject to the condition
43 that the IWRB receives the requested funding from the Bonneville Power Administration through
44 the Columbia Basin Water Transaction Program (\$455,223) and the 2008 Idaho Accord/MOA
45 Idaho Water Transaction Fund (\$128,055) for a total amount not to exceed \$583,278.

DATED this 15th day of September 2023.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST: 
DEAN STEVENSON, Secretary

PURCHASE AND SALE AGREEMENT FOR WATER RIGHTS

This PURCHASE AND SALE AGREEMENT FOR WATER RIGHTS ("Agreement") between ERIK F. STORLIE & TAMARA L. KAISER ("Sellers"), and the STATE OF IDAHO through the Idaho Water Resource Board ("Buyer") references the following facts:

- A. Sellers own water rights designated as nos. 75-2137, 75-4199, and 75-4200 which allow for the total diversion of 2.51 cubic feet per second ("cfs") from Hat Creek (the "Water Rights"). The legal place of use for the Water Rights is located in Lemhi County. The Water Rights are more particularly described in **Exhibit A** attached and incorporated by this reference.
- B. Buyer desires to permanently maintain flows in Hat Creek to facilitate the migration, spawning, and rearing of Chinook salmon, steelhead, and bull trout.
- C. Buyer promotes water right agreements and water projects that provide flows necessary for the recovery of ESA-listed fish species.
- D. Sellers desire to sell the Water Rights to the Buyer to permanently achieve and protect the flows to facilitate the recovery of ESA-listed fish species.
- E. In addition to the Water Rights, Sellers own water right no. 75-14494 which covers the same place of use as the Water Rights. The Sellers are retaining ownership of water right no. 75-14494.

Sellers and Buyer agree as follows:

1. **DEFINITIONS.** The following terms have the following meanings when used in this Agreement:

"Agreement." This Purchase and Sale Agreement for Water Rights, including all Exhibits appended to this Agreement, as amended, modified, or supplemented.

"Business Day." A day other than a Saturday, Sunday, or day on which banking institutions in Idaho are authorized or required by law or executive order to be closed.

"Cash." United States currency represented by cash in hand, certified or cashier's check, wire transfer, or other readily available funds.

"Closing." The consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent, the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions, and the recordation of the Water Rights Grant Deed described in Paragraph 5.2.1.

"Closing Date." The date Closing occurs, which date shall be no later than September 30, 2024.

"Effective Date." The date this Agreement is signed by the last party to sign it.

"Escrow." The escrow to be created in accordance with this Agreement.

"Escrow Agent." First American Title & Escrow Company, 3540 E Longwing Lane, Suite 230, Meridian, ID 83646, Attn: Tami DeJournett-Albert.

"Full Payment." The Cash to be deposited by Buyer with the Escrow Agent for the benefit of Sellers in accordance with Paragraph 4.1 of this Agreement.

"IDWR." Idaho Department of Water Resources.

"Purchase and Sale Transaction." The purchase and sale of the Water Rights pursuant to this Agreement.

"Purchase Price." The total purchase price to be paid by Buyer to Sellers for the Water Rights as set forth in Paragraph 4 of this Agreement.

"Water Rights." Idaho Water Right Nos. 75-2137, 75-4199, 75-4200.

"Water Supply Bank Rental." The deposit by Sellers of the Water Rights into the IDWR Water Supply Bank rental program.

2. DEFINITIVE AGREEMENT FOR PURCHASE AND SALE OF THE WATER RIGHTS; NO ASSUMPTION OF LIABILITIES.

2.1 Sellers agree to sell, and Buyer agrees to buy, the Water Rights on the terms and conditions as set forth in this Agreement.

2.2 Upon full execution, this Agreement will be a binding agreement between Buyer and Sellers for the purchase and sale of the Water Rights on the terms, conditions and provisions set forth in this Agreement. This Agreement supersedes all other written or oral agreements between Buyer and Sellers concerning the Purchase and Sale Transaction. If Buyer and Sellers execute any separate escrow instructions with respect to the Purchase and Sale Transaction (on Escrow Agent's form or any other form, as may be modified by Buyer and/or Sellers in the sole discretion of each) and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement or any other instrument or document executed or delivered under this Agreement, the provisions of this Agreement will control.

2.3 Buyer does not assume, and shall not be liable or responsible for, any of Sellers' liabilities, debts, or obligations of any kind or nature related to Sellers' ownership or use of the Water Rights. Sellers further represent there are no outstanding liabilities, debts, or obligations of any kind or nature that could be imposed on the Water Rights that are not disclosed in the agreements being assigned to Buyer.

3. WATER SUPPLY BANK RENTAL. Sellers agree to take all actions reasonably requested by Buyer to finalize and close the Water Supply Bank Rental.

4. PURCHASE PRICE. The purchase price for the Water Rights shall be Five Hundred Thirty Thousand Dollars and Zero Cents (\$530,00.00) (the "Purchase Price"), to be paid in full by Buyer with the Escrow Agent as follows:
- 4.1 Prior to Closing, Buyer shall deposit with the Escrow Agent for Sellers' benefit, in Cash, Five Hundred Thirty Thousand Dollars and Zero Cents (\$530,000.00) (the "Full Payment") representing the Purchase Price.
- 4.2 At Closing, the Escrow Agent shall deliver the Cash held by the Escrow Agent from the Full Payment constituting the Purchase Price to Sellers.
5. CLOSING
- 5.1 Time and Place. Immediately upon execution of this Agreement, the parties shall open Escrow with the Escrow Agent for the purpose of Closing. Closing will take place in the offices of the Escrow Agent by 5 p.m., on the Closing Date. Closing shall occur no later than September 30, 2024, unless the parties agree in writing otherwise.
- 5.2 Sellers' Closing Deliveries. At Closing, Sellers shall deliver to Escrow Agent:
- 5.2.1 A Water Rights Grant Deed, in the form attached as Exhibit B, fully executed and properly acknowledged by Sellers, conveying the Water Rights to Buyer;
- 5.2.2 Written evidence that Sellers are authorized to enter into this Agreement and the Purchase and Sale Transaction; and
- 5.2.3 Any other documents that may be reasonably requested by Buyer or Escrow Agent, or reasonably necessary to effect, or carry out, the purposes of this Agreement (which documents are subject to Sellers' prior approval, which approval may not be unreasonably withheld, conditioned, or delayed).
- 5.3 Buyer's Closing Deliveries. At Closing, Buyer shall deliver to Escrow Agent:
- 5.3.1 The Full Payment required by Paragraph 4.1 of this Agreement;
- 5.3.2 Pursuant to Resolution 35-2023, the Buyer has committed to the permanent lease and rental of the Water Rights in the IDWR Water Supply Bank, so the water associated with the Water Rights will remain instream and be delivered in perpetuity to Minimum Stream Flow water right no. 75-14189; and
- 5.3.3 Any other funds, instruments or documents as may be reasonably requested by Sellers or Escrow Agent or reasonably necessary, to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld, conditioned, or delayed).
- 5.4 Closing Costs. Escrow fees shall be divided equally between Buyer and Seller. Each party must bear its own costs (including attorney fees) in connection with its

negotiation, investigation, and conduct of this Agreement and the Purchase and Sale Transaction.

5.5 Title. Title to the Water Rights shall pass to Buyer at Closing.

5.6 Closing Deadline. If Closing has not occurred by September 30, 2024, either party may terminate this Agreement upon written notice to the other party. If a party receives notice of any such termination, the Full Payment shall be returned to the Buyer without interest and any documents, including the Water Rights Grant Deed, deposited by Sellers with Escrow shall be returned to Seller.

6. SELLERS' REPRESENTATIONS AND WARRANTIES. Buyer is acquiring the Assets AS IS/WHERE IS WITHOUT ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN.

6.1 Authority. Sellers have full power and authority to enter into this Agreement and complete the Purchase and Sale Transaction.

6.2 Title. Sellers have title to the Water Rights. There are no unrecorded agreements, leases, liens, or encumbrances which may affect title to the Water Rights, except for any limitations imposed by the Water Supply Bank Rental.

6.3 No Litigation. To Sellers' knowledge, there are no suits, claims, proceedings, or investigations, pending or threatened, with respect to the Water Rights, or which will adversely affect Sellers' ability to meet its obligations with respect to the Purchase and Sale Transaction. Sellers have no knowledge of, or reason to suspect, any proposed public improvements that could result in any taking of all, or a portion of, the Water Rights.

6.4 No Bankruptcy Proceedings. Sellers have not: (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against Seller; (c) received notice of the appointment of a receiver to take possession of all or substantially all of Sellers' Assets; (d) received notice of the attachment or other judicial seizure of all or substantially all of Sellers' Assets; (e) within 12 months preceding the Effective Date, admitted in writing its inability to pay its debts as they come due; or (f) made an offer of settlement, extension, or composition to its creditors generally.

6.5 No Default. Sellers are not in default under the terms of any written agreement by Sellers pertaining to the Water Rights; nor do Sellers have knowledge that any event has occurred which, with notice or passage of time, or both, would constitute a default by Sellers under any such agreement; nor have Sellers received notice of any default under any agreement or encumbrance to which the Water Rights, or any portion of the Water Rights, are subject.

6.6 Consents. Neither the execution and the delivery of this Agreement, nor the consummation of the Purchase and Sale Transaction, shall be subject to any

requirement that Sellers obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority, or third party, which has not been obtained, or which, in any single case, or in the aggregate, if not obtained or made, would render the execution, delivery, or consummation illegal or invalid, or would constitute a default under this Agreement, or result in the creation of any lien, charge, or encumbrance upon the Water Rights.

- 6.7 No Obligations or Claims. Except as disclosed to Buyer, Sellers further represent there are no outstanding liabilities, debts, or obligations of any kind or nature that could be imposed on the Water Rights that are not disclosed in the agreements being assigned to Buyer. Sellers further represent there are no outstanding claims related to any personnel contracts related to use of the Water Rights.

The preceding representations must be true, correct, and complete on, and as of the Effective Date, and on, and as of, the Closing Date. All representations by Seller, set forth in this Agreement, shall survive the consummation of this Agreement and the delivery and Water Rights Grant Deed described in Paragraph 5.2.1 for a period of one year from the Closing Date. Where the terms "to Sellers' knowledge" or "Sellers have no knowledge", or a derivative thereof, appears in this Agreement, it shall mean to the present actual knowledge of Erik Storlie and Tamara Kaiser, without further investigation or inquiry required.

7. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Sellers that:

- 7.1 Authority. Buyer has full power and authority to enter into this Agreement, and to complete the Purchase and Sale Transaction.
- 7.2 Consents. Neither the execution and the delivery of this Agreement, nor the consummation of the Purchase and Sale Transaction, shall be subject to any requirement that Buyer obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority, or third party, which has not been obtained, or which, in any single case, or in the aggregate, if not obtained or made, would render the execution, delivery, or consummation illegal or invalid, or would constitute a default under this Agreement, or result in the creation of any lien, charge, or encumbrance upon the Water Rights.
- 7.3 No Litigation. To Buyer's knowledge, there are no suits, claims, proceedings, or investigations, pending or threatened, which will adversely affect Buyer's ability to meet its obligations with respect to the Purchase and Sale Transaction.
- 7.4 Availability of Funds. Buyer will acquire the funds necessary through the Office of Species Conservation, Idaho Accord Water Transactions Fund and Bonneville Power Administration, Columbia Basin Water Transaction Program, to facilitate the payment of the entire Purchase Price.

7.5 The representations and warranties in Sections 7.1 through 7.4 must be true, correct, and complete on, and as of, the Effective Date, and on, and as of, the Closing Date. All representations and warranties by Buyer set forth in this Agreement, shall survive the consummation of this Agreement, and delivery of the Water Rights Grant Deed described in Paragraph 5.2.1.

8. DEFAULT AND REMEDIES. Time is of the essence of this Agreement. If either party fails to perform their obligations under this Agreement, the other party may provide the non-performing party written notice of potential default. If the non-performing party fails to perform within 30 calendar days of receipt of such notice, such party shall be deemed to be in default. Upon a default occurring, the non-defaulting party is entitled to the following remedies:

8.1 IF SELLERS FAILS TO PERFORM ANY OF SELLERS' OBLIGATIONS UNDER THIS AGREEMENT, THEN BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO EITHER (A) TERMINATE THIS AGREEMENT AND RECEIVE A REFUND OF THE FULL PAYMENT, WITHOUT INTEREST; OR (B) BRING AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT, THE PARTIES INTEND THAT THIS AGREEMENT BE SUBJECT TO SPECIFIC PERFORMANCE.

8.2 IF BUYER FAILS TO PERFORM ANY OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT, SELLERS' SOLE REMEDY FOR BUYER'S FAILURE SHALL BE TO TERMINATE THIS AGREEMENT AND TERMINATE THE WATER SUPPLY BANK RENTAL OR ANY OTHER AGREEMENT OR ARRANGEMENT WITH THE BUYER OR IDWR AFFECTING THE WATER RIGHTS. Upon termination of this Agreement by Sellers due to a default by Buyer, Buyer will take all actions reasonably requested by Sellers to terminate the Water Supply Bank Rental or any other agreement or arrangement with the Buyer or IDWR affecting the Water Rights.

If either party terminates this Agreement as provided in Paragraphs 5.6, 8.1, or 8.2, then the terminating party shall give written notice of the termination to the other party and to the Escrow Agent. Upon receipt of a party's termination of this Agreement, Escrow Agent shall return all documents deposited in the Escrow to the party who supplied the documents; the Full Payment, without interest, shall be returned to Buyer; the Escrow shall be deemed canceled and terminated; the Water Rights will continue to be owned and controlled by Sellers and Buyer will have no right in the Water Rights; and neither party shall have any further liability or obligation except as provided in this Agreement.

9. ATTORNEY FEES. If there is any litigation or other action taken by any party to enforce or interpret any provisions of, or rights arising under, this Agreement, the non-prevailing party shall pay to the prevailing party, all costs and expenses, including, but not limited to, reasonable attorney fees and costs, which the other party may incur in enforcing this Agreement, or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.

10. NOTICES. Any notice given in connection with the Purchase and Sale Transaction must be in writing, and must be given by personal delivery, overnight delivery, email, confirmed facsimile, or United States certified or registered mail, with postage prepaid, and return receipt requested, addressed using the following addresses (or at such other address as Sellers or Buyer, or the person receiving copies, may designate in writing):

SELLERS: Erik F. Storlie & Tamara L. Kaiser
3217 Humboldt Ave South
Minneapolis, MN 55408
(612) 822-8555
efstorlie@gmail.com; tamaralynnkaiser@gmail.com

BUYER: Idaho Water Resource Board
c/o Brian Patton
322 E Front St
PO Box 83270
Boise, ID 83720-0098
Facsimile: (208) 287-6700
brian.patton@idwr.idaho.gov

ESCROW AGENT: First American Title & Escrow Company
3540 E Longwing Lane, Suite 230
Meridian, ID 83646
Attn: Tami DeJounett-Albert
Facsimile: (866) 395-5704
tdalbert@firstam.com

Notice shall be deemed to have been given on the date the notice is delivered by personal delivery, email or confirmed facsimile, or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice shall be deemed to have been received on the date the notice is actually received, or delivery is refused. Copies of all notices given to Sellers or Buyer must be given to Escrow Agent.

11. ESCROW CANCELLATION CHARGES. If the Escrow fails to close for any reason other than Buyer's default or Buyer's failure to obtain the funds for the Purchase Price by September 30, 2024, Sellers shall be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Buyer's default or Buyer's failure to obtain the funds for the Purchase Price by September 30, 2024, Buyer will be liable for any such cancellation charges by Escrow Agent.
12. ADDITIONAL ACTS. The parties agree to execute promptly all other documents, and perform all other acts, as may be reasonably necessary to carry out the purpose and intent of this Agreement.

13. GOVERNING LAW. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Idaho.
14. BUSINESS DAYS. Unless otherwise specified, if this Agreement requires any act to be done, or action to be taken, on a date which is not a Business Day, that act or action shall be deemed to have been validly done, or taken, if done or taken on the next succeeding Business Day.
15. WAIVER. The waiver by any party to this Agreement of any right granted to it under this Agreement, shall not constitute a waiver of any other right granted under this Agreement; nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
16. SURVIVAL. All the covenants, agreements, representations, and warranties set forth in this Agreement shall survive Closing, and shall not merge into any deed, assignment, or other instrument, executed, or delivered, under this Agreement.
17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile or email which shall be effective as an original.
18. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns. Buyer may freely assign its rights under this Agreement provided that Buyer shall remain solely responsible for the payment of the Purchase Price and any other obligations under this Agreement and such assignment shall in no way affect, modify, or limit any Water Supply Bank Rental.
19. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Sellers.
20. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Sellers and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney), prepared the executed Agreement or any earlier draft of this Agreement.
21. HEADINGS. The headings in this Agreement are for reference only, and do not limit or define the meaning of any provision of this Agreement.

22. NO THIRD-PARTY BENEFICIARY. Subject to the terms and provisions of the Water Supply Bank Rental, no other term or provision of this Agreement, or the exhibits to this Agreement, is intended or construed to be for the benefit of any person, firm, corporation, or other entity not a party to this Agreement (including, without limitation, any broker). No other person, firm, corporation, or entity has any right or cause of action under this Agreement.
23. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
24. INCORPORATION BY REFERENCE. All Exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.

[Remainder of page intentionally blank.]

The parties have executed this Agreement on the date following their respective signatures.

ERIK F. STORLIE

3217 Humboldt Ave South
Minneapolis, MN 55408

State of Idaho through the
IDAHO WATER RESOURCE BOARD

322 E Front Street
PO Box 83720
Boise, ID 83720-0098

Erik F. Storlie

Erik F. Storlie, Owner

For

Brian Patton

Brian Patton, Executive Manager

Date

June 21, 2024

Date

September 18, 2024

TAMARA L. KAISER

3217 Humboldt Ave South
Minneapolis, MN 55408

Tamara L. Kaiser

Tamara L. Kaiser, Owner

Date

June 21, 2024

EXHIBIT A
Water Right 75-2137

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ERIK F STORLIE TAMARA L KAISER 3217 HUMBOLDT AVE S MINNEAPOLIS, MN 55408-3329 (208) 940-0723

Priority Date: 1/11/1960

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BIG HAT CREEK HAT CREEK	HAT CREEK SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.760 CFS	
	<u>Total Diversion</u>		0.760 CFS	

Source and Point(s) of Diversion:

BIG HAT CREEK	NWNESE	Sec. 8, Twp 17N, Rge 20E, LEMHI County
HAT CREEK	SESWSW	Sec. 3, Twp 17N, Rge 20E, LEMHI County

Place Of Use:

IRRIGATION within LEMHI County

			NE					NW					SW					SE				
Twp	Rng	Sec	NE	NW	SW	SE		NE	NW	SW	SE		NE	NW	SW	SE		NE	NW	SW	SE	Totals
17N	20E	10								5.4			3.6	10.5		25.0				14.1		58.6
17N	20E	15			9.7																	9.7
Right Acre Limit: 26.70																						
POU Total Acres: 68.3																						

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
3. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
4. K06 This right is limited to the irrigation of 26.7 acres within the place of use described above in a single irrigation season.
5. E56 The rights listed below are limited to the irrigation of a combined total of 68.3 acres in a single irrigation season. Combined Right Nos.: 75-2137, 75-4199, 75-4200, and 75-14494.

Dates and Other Information:

Decreed Date: 6/10/2009

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Water Rights</u>
		68.3	75-2137, 75-4199, 75-4200, 75-14494

EXHIBIT A
Water Right 75-2137

EXHIBIT A
Water Right 75-4199

Owner Type **Name and Address**
Current Owners ERIK F STORLIE
 TAMARA L KAISER
 3217 HUMBOLDT AVE S
 MINNEAPOLIS, MN 55408-3329
 (208) 940-0723

Priority Date: 5/1/1930

Basis: Decreed

Status: Active

Source
BIG HAT CREEK

Tributary
HAT CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.470 CFS	
STOCKWATER	01/01	12/31	0.030 CFS	
	<u>Total Diversion</u>		0.470 CFS	

Source and Point(s) of Diversion:

BIG HAT CREEK	NWNESE	Sec. 8, Twp 17N, Rge 20E, LEMHI County
BIG HAT CREEK	SWSWNW	Sec. 10, Twp 17N, Rge 20E, LEMHI County

Place Of Use:

IRRIGATION within LEMHI County

Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
17N	20E	10									3.6	9.9		25.0			3.1		41.6
17N	20E	15			2.0														2.0
																			Right Acre Limit: 12.30
																			POU Total Acres: 43.6

STOCKWATER Same as IRRIGATION

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
3. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
4. E55 Right Nos. 75-4199 and 75-14494 are limited to the irrigation of a combined total of 51.2 acres in a single irrigation season.
5. E56 The rights listed below are limited to the irrigation of a combined total of 68.3 acres in a single irrigation season. Combined Right Nos.: 75-2137, 75-4199, 75-4200, and 75-14494.
6. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
7. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
8. K06 This right is limited to the irrigation of 12.3 acres within the place of use described above in a single irrigation season.

Dates and Other Information:

Decreed Date: 6/10/2009

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Water Rights</u>
	51.2		75-4199, 75-14494
	68.3		75-2137, 75-4199, 75-4200, 75-14494

EXHIBIT A
Water Right 75-4199

EXHIBIT A
Water Right 75-4200

<u>Owner Type</u>	<u>Name and Address</u>
Current Owners	TAMARA L KAISER ERIK F STORLIE 3217 HUMBOLDT AVE S MINNEAPOLIS, MN 55408-3329 (208) 940-0723

Priority Date: 5/1/1930

Basis: Decreed

Status: Active

Source
HAT CREEK

Tributary
SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	1.280 CFS	
STOCKWATER	01/01	12/31	0.030 CFS	
	Total Diversion		1.280 CFS	

Source and Point(s) of Diversion:

HAT CREEK SESWSW Sec. 3, Twp 17N, Rge 20E, LEMHI County

Place Of Use:

IRRIGATION within LEMHI County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
17N	20E	10						5.4				0.6					11.0	17.0	
17N	20E	15		7.7														7.7	
POU Total Acres: 24.7																			

STOCKWATER Same as IRRIGATION

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. E56 The rights listed below are limited to the irrigation of a combined total of 68.3 acres in a single irrigation season. Combined Right Nos.: 75-2137, 75-4199, 75-4200, and 75-14494.
3. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
4. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

Dates and Other Information:

Decreed Date: 6/10/2009

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Water Rights</u>
		68.3	75-2137, 75-4199, 75-4200, 75-14494

EXHIBIT A
Water Right 75-4200

Exhibit B

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

WATER RIGHTS GRANT DEED

ERIK F STORLIE & TAMARA L KAISER, whose address is 3217 Humboldt Ave S, Minneapolis, MN 55408 ("Grantors"), does hereby grant, bargain, sell, assign, and convey to the State of Idaho through the Idaho Water Resource Board, whose address is 322 East Front Street, Boise, Idaho 83720-0098 ("Grantee") and assigns forever all of Grantor's right, title, and interest in Water Right No. 75-2137, 75-4199, and 75-4200 (the "Water Rights").

Grantors covenant and warrant to Grantee as follows:

- A. Grantors own the Water Rights;
- B. Except for any Idaho Department of Water Resources Supply Bank rental agreement affecting the Water Right, Grantors have not conveyed the Water Rights to anyone other than the Grantee;
- C. Except for any Idaho Department of Water Resources Supply Bank rental agreement affecting the Water Rights, the Water Right are being conveyed free from all liens, claims, or encumbrances; and
- D. Grantors have the authority to convey the Water Rights to Grantee.

Grantors make no other covenants, representations or warranties as to the Water Rights.

No land is included in or conveyed by this grant.

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The Grantors signed this grant on June 21 2024

Erik F. Storlie
Erik F Storlie, Grantor

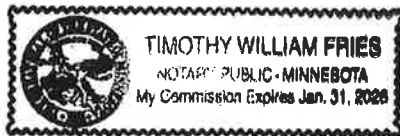
Tamara L. Kaiser
Tamara L Kaiser, Grantor

State of Minnesota

County of Hennepin

This instrument was signed or acknowledged before me on June 21-2024

by Erik F. Storlie and Tamara L. Kaiser



[Signature]
Notary Signature

Printed Name Timothy Fries

Commission expires: 01-31-2026