

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2081

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

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

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 March 06, 2025.
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)
75-2137	1/11/1960	BIG HAT CREEK, tributary to HAT CREEK	0.76	Not Stated	26.7
75-4199	5/1/1930	BIG HAT CREEK, tributary to HAT CREEK	0.47	Not Stated	12.3
75-4200	5/1/1930	HAT CREEK, tributary to SALMON RIVER	1.28	Not Stated	24.7
Combined Lease Totals			2.51	Not Stated	63.7

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)
75-4199	0.47	43.0	12.3	0.038	3.50
75-4200	1.28	86.4	24.7	0.052	3.50
75-2137	0.76	93.4	26.7	0.028	3.50
Combined Limit Totals	2.51	222.8	63.7	0.037	3.50

** The water right elements rentable have been changed from the water right elements leased to account for diversion volume.*

WATER SUPPLY BANK LEASE CONTRACT No. 2081

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

3. **TERM OF LEASE:** The term of this lease shall be January 1, 2025 to December 31, 2125. 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.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2081

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

LESSOR: IDAHO WATER RESOURCE BOARD

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

By [Signature]
Title PLANNING & PROJECTS BUREAU CHIEF
Date MAY 28, 2026

IDAHO WATER RESOURCE BOARD

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

By [Signature]
Brian Patton, Executive Manager
Idaho Water Resource Board

Date 6/3/2026

Lease approved by IDWR [Signature]

Date 6/5/26

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2081

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): 75-2137

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

Source and Location of Point(s) of Diversion for Water Right No(s): 75-2137, 75-4200

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

Source and Location of Point(s) of Diversion for Water Right No(s): 75-4199

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

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
75-2137	IRRIGATION	04/01	to	10/31	0.76 cfs	93.4 AF
75-4199	IRRIGATION	04/01	to	10/31	0.47 cfs	43.0 AF
75-4199	STOCKWATER	01/01	To	12/31	0.03 cfs	Not Stated
75-4200	IRRIGATION	04/01	to	10/31	1.28 cfs	86.4 AF
75-4200	STOCKWATER	01/01	To	12/31	0.03 cfs	Not Stated
Totals:					2.51 cfs	222.8 AF

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	
17N	20E	10							5.4		3.6	10.5		25.0			14.1		58.6
17N	20E	15		9.7															9.7

Total Acres: 63.7

PLACES OF USE TO BE IDLED UNDER THIS LEASE: STOCKWATER

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							X		X	X					X		
17N	20E	15		X															

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.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2081

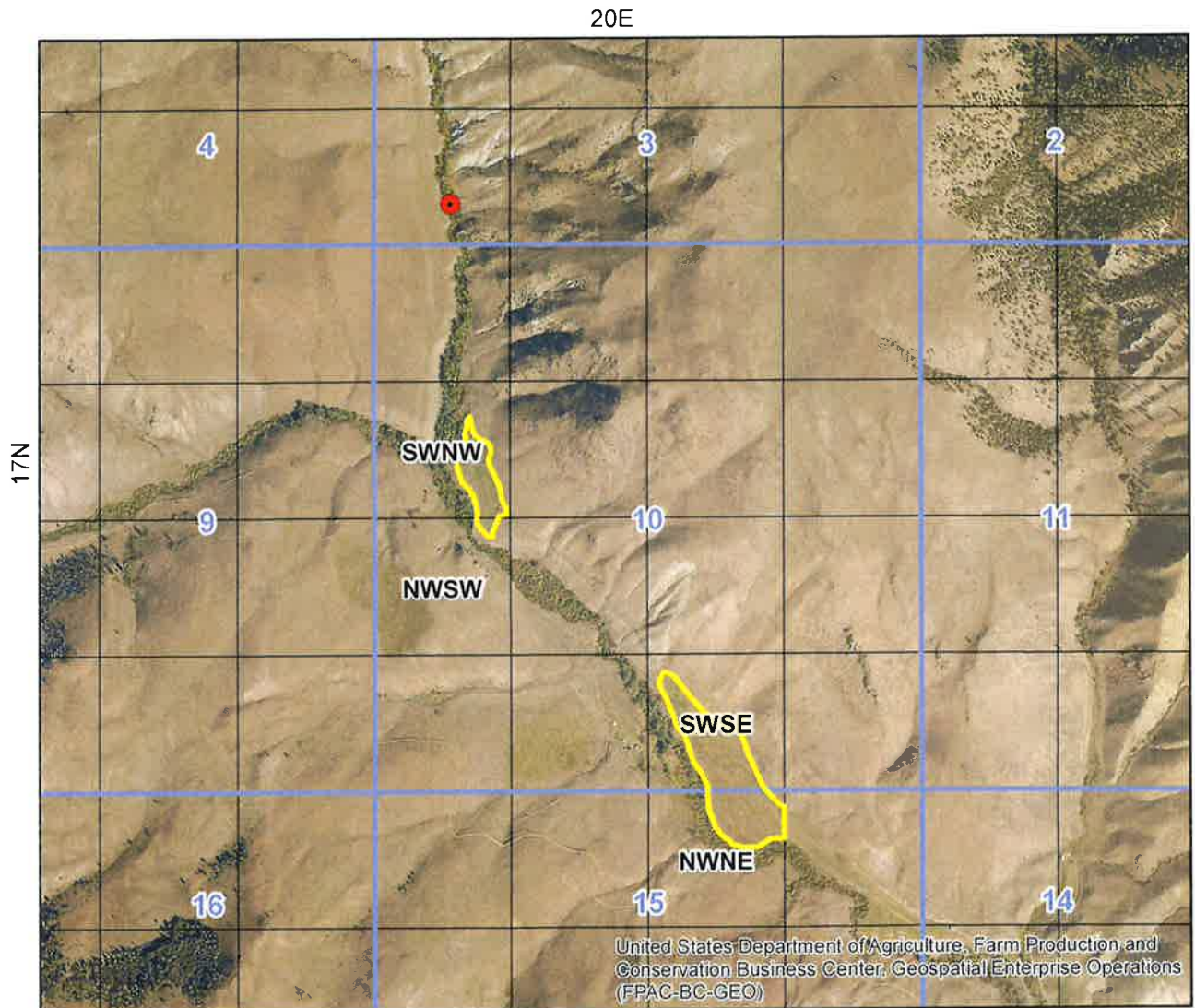
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and 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.
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. The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
13. The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

Idaho Water Resource Board

Water Supply Bank Lease Contract No. 2081

Water Right No. 75-4200
Effective until December 31, 2126

This map depicts the place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



0 0.2 0.4 0.8 Miles

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

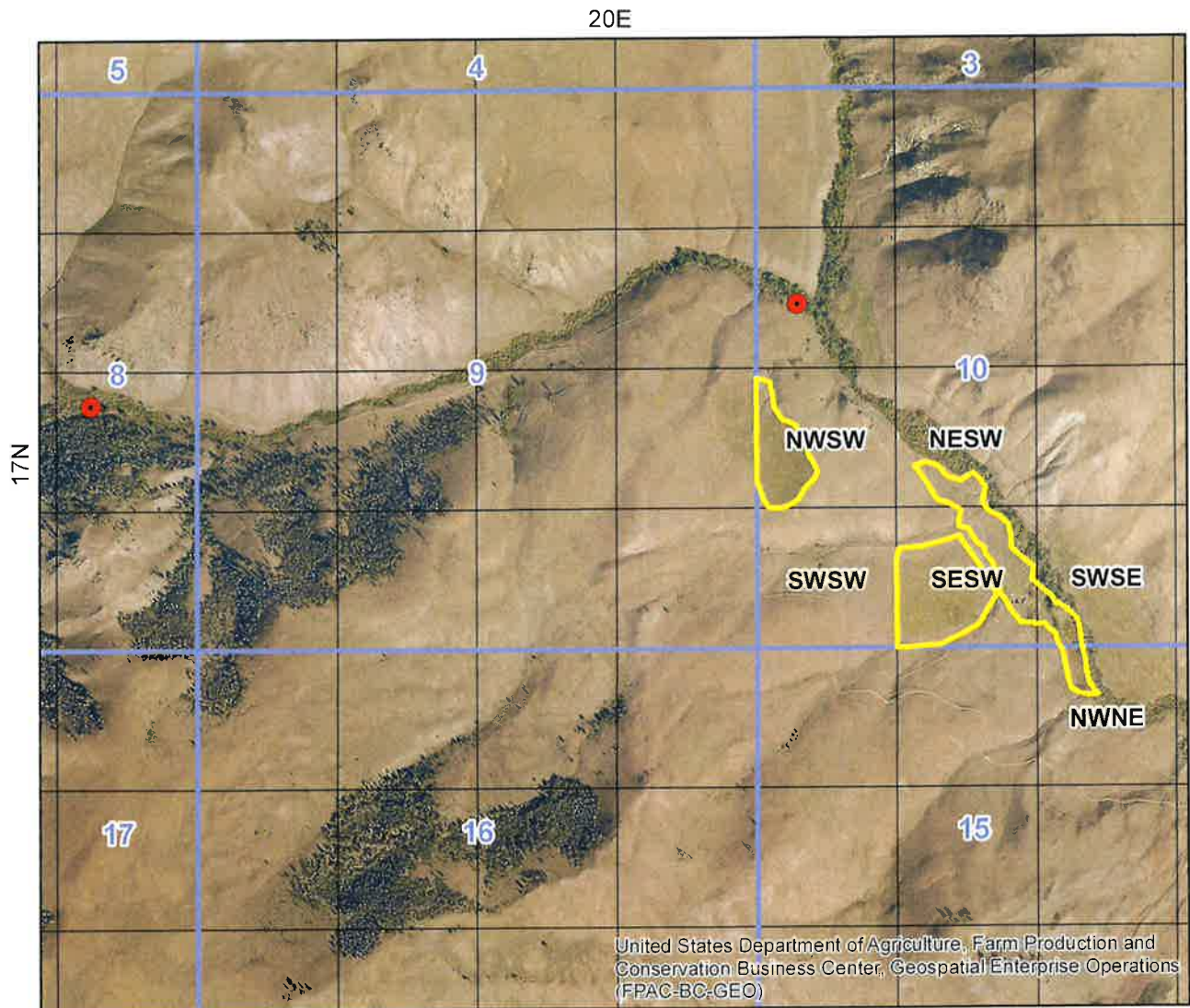


Idaho Water Resource Board

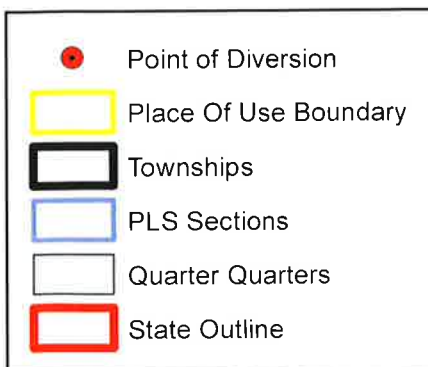
Water Supply Bank Lease Contract No. 2081

Water Right No. 75-4199
Effective until December 31, 2126

This map depicts the place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



0 0.2 0.4 0.8 Miles

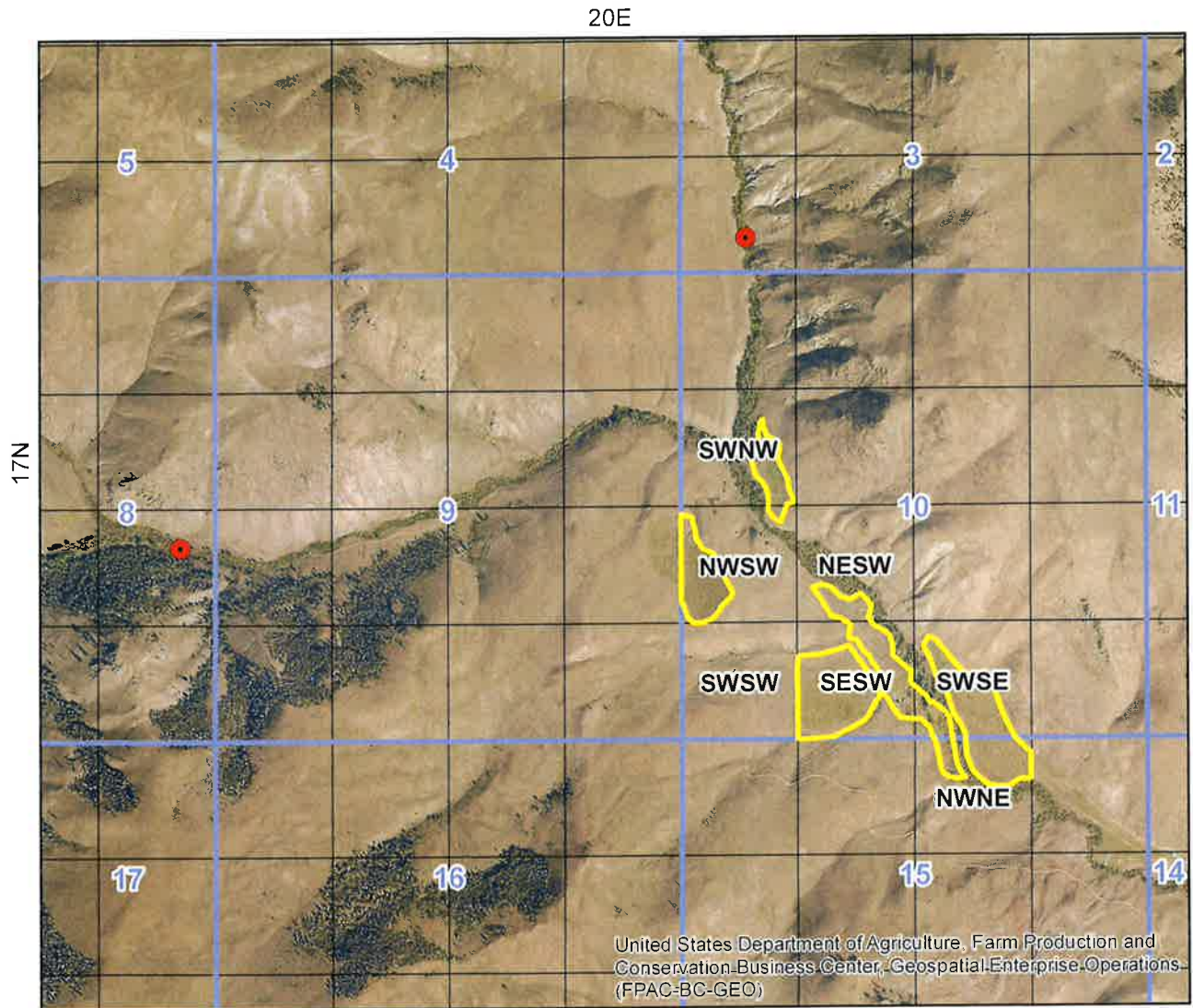


Idaho Water Resource Board

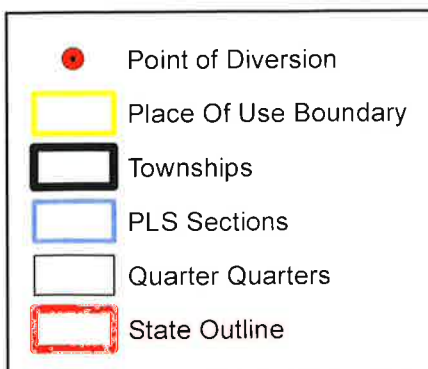
Water Supply Bank Lease Contract No. 2081

Water Right No. 75-2137
Effective until December 31, 2126

This map depicts the place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



0 0.25 0.5 1 Miles



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

MAR 06 2025

DEPT. OF WATER RESOURCES

Print Form

APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

Applicant / Designated Lessor Idaho Water Resource Board
(Select one owner – see item 1A on the application)

Water Right No. 75-2137
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes ☒ No ☐

If yes, include renter and rental fee payment information as attachment 5B.

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

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

Yes



Completed *Application to Sell or Lease a Water Right to the Water Supply Bank*, printed **single sided**, per requirement of 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.

N/A Yes Attachments



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 Applicant / Designated Lessor.



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 Applicant on this application. If the 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.



5B

Rental rate and owner payment agreement between lessor and renter for lease/rental packages.

Department Use Only

Fee Amount \$

Received By:

Date Received:

Receipt #

W-9 received? Yes ☐ No ☐ (Route W-9 to Fiscal)

Name on W-9:

3221

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. The applicant or designated lessor must be listed as a current owner of the water right offered for sale or lease to the Water Supply Bank. If there are multiple current owners, choose one owner as the Designated Lessor. Complete and attach the Designated Lessor - Attachment 1A of this application package with the signatures of all current owners.

Applicant / Designated Lessor Idaho Water Resource Board
Mailing Address 322 E Front Street Boise ID 83702
Street City State Zip Code
Email Address cynthia.clark@idwr.idaho.gov Phone Number 208-287-4800

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

OR

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

- B. Has the Designated Lessor / Applicant submitted an [IRS Form W-9](#) to this Department within 6 months? 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 Water Right Holder? Yes ☒ No ☐
If yes, representatives (includes employees of Water Right Holder companies) must complete this section and submit documentary proof of their authority to represent the Water Right Holder (Attachment 1D).

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

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

OR

☒ Send original correspondence to the Designated Lessor / 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 and none will still be used.

OR

☐ A portion of the water right is being offered to the Bank and a portion will still be used.
If a portion of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map. The map must locate the point of diversion from the source of water and the location of the lands to be idled or the place where the water will no longer be used. The map must also show townships, ranges, sections, and government lots. **For irrigation purposes**, mark the number of acres for lease per 40-acre tract (1/4-1/4). 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. Identify the owner of the water delivery system or well _____
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. (Label Attachment 4A)
- B. Please provide a description of the current water diversion and delivery system, including source, pump, pipeline or diversion. Previously flood irrigation system through ditches and pipes. Irrigated acres will be idled and surface water diverted for in-stream rental. _____
- C. Describe any other water sources, including municipal, irrigation company shares, or water rights with combined limits to the water right offered to the bank, which are used for the same purpose at the same place of use as the water right being offered to the Bank. WR#s 75-4199 and 75-4200 _____
- 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, and usually have combined limits in the conditions of the water rights. 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, including those listed in 4C? 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. 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 (Label Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture, including lease into the Bank. Your application may be denied if forfeiture concerns are not addressed. The Idaho Water Resource Board has been renting water rights 75-2137 (93.5 AF), 75-4199 (43.1AF), and 75-4200 (86.5 AF) since 2015 to the MSF on Hat Creek (WR# 75-14189). _____
- G. Identify annual volumes and/or rates of water diverted (used) in the last 5 years to accomplish the beneficial use authorized by this water right. The Idaho Water Resource Board has been renting water rights 75-2137 (93.5 AF), 75-4199 (43.1 AF), and 75-4200 (86.5 AF) since 2025 to the MSF on Hat Creek (WR# 75-14189). _____
- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan? ☐ ☒
If yes, describe. Yes No _____

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE CONTRACT

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

If lease, specify the first calendar year when the use of water will be suspended: 2024

All lease contracts are for a calendar year from January 1st to December 31st (year)

*Mark Desired Lease Duration (Calendar Years)					
☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	Other Term Length (# of years): Permanent *Prior IWRB approval required

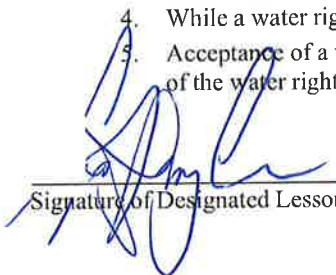
- B. Show the minimum payment acceptable to the seller/lessor. **If lease**, the minimum payment may be shown as the "current rental rate" as established by the IWRB, or a negotiated rental rate with submittal of an agreement between the lessor and the renter. *The owner payment is 90% of the rental fee. The administrative fee retained by the IWRB is 10% of either the current rental rate or the negotiated rental fee, whichever is higher. Include the method of determining the minimum payment if submitted as a companion lease rental package, and whether the owner payment will be paid directly to the lessor from the renter or if owner payment should be collected by the Department from the renter for payment to the lessor. (Label attachment 5B).*

The IWRB will rent the water in 2025 at the current rental rate (\$23/AF as approved by IWRB resolution in Sept. 2023).
Commencing in 2024, the IWRB holds title to the water rights and thus it will not charge itself to rent the water.

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 Lessor / Applicant acknowledges the following:

1. Payment to the Designated Lessor / 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 Lessor / 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.



Signature of Designated Lessor or Applicant

Cynthia Bridges Clark

Printed Name

3/23/2025

Date

Signature of Co-Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

Date

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

Print Form

State of Idaho
Department of Water Resources

Water Right

75-2137

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.



Date created: 10/21/2024



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point 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: WATER SUPPLY BANK LEASE CONTRACT 2081
FOR WATER RIGHTS 75-2137, 75-4199 & 75-4200**

Dear Lessor:

Water rights **75-2137, 75-4199 & 75-4200** are leased into the Water Supply Bank (Bank) as of January 1, **2025** in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank.** More information and further restrictions placed on your water rights while leased can be found in 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, 2125**, 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,

Darin Vrem
Water Supply Bank

Enclosure: Executed Lease Contract

c: 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: APPLICATION TO LEASE WATER RIGHTS 75-2137, 75-4199, and 75-4200
TO THE WATER SUPPLY BANK CONTRACT 2081**

******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, 2125**, 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 rights 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,

Kris Margheim

For

Water Supply Bank

Enclosures: Proposed Lease Contracts

**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:

$$22.95 \text{ af} * \$2.30 = \$512.785 * 5 \text{ years} = \$2,563.93$$

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 22.95 af at a rate of \$2.30 per af for 100 years. However, the actual administrative fee should be \$735.24 (22.8 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

June 21, 2024
Date

September 18, 2024
Date

TAMARA L. KAISER

3217 Humboldt Ave South
Minneapolis, MN 55408

Tamara L. Kaiser

Tamara L. Kaiser, Owner

June 21, 2024
Date

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
																						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

			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									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

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	

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

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

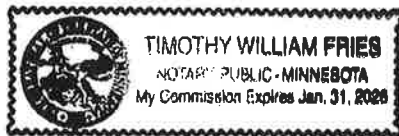
Tamara L Kaiser, Grantor

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



Timothy Fries
Notary Signature

Printed Name Timothy Fries

Commission expires: 01-31-2026