

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2233

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

LESSOR: BYU IDAHO
210 W 4TH S
REXBURG, ID 83460-0006

RECEIVED

AUG 03 2026

DEPT. OF WATER RESOURCES

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 February 20, 2026.
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)
22-4130	6/1/1956	GROUND WATER, tributary to	2.66	466.0	133.0
Combined Lease Totals			2.66	466.0	133.0

[Click here to enter text.](#)

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, 2026 to December 31, 2026. 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.

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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.

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

LESSOR: BYU IDAHO
210 W 4TH S
REXBURG, ID 83460-0006

By *Scott A Cook*
Title *Vice President University Resources*
Date *July 29, 2016*

IDAHO WATER RESOURCE BOARD

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

By *Brian Patton*
Brian Patton, Executive Manager
Idaho Water Resource Board

Date *8/3/26*

Lease approved by IDWR *Patton*

Date *8/3/26*

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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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): 22-4130

GROUND WATER NENESE Sec. 30 Twp 06N Rge 40E MADISON County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
22-4130	IRRIGATION	04/01	to	10/31	2.66 cfs	466.0 AF
Totals:					2.66 cfs	466.0 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	
06N	40E	30													21.0			35.0	56.0
06N	40E	31	38.0	39.0															77.0

Total Acres: 133.0

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.
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.

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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. 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. 100.

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 2233

22-4130
Effective until December 31, 2030

This map depicts the **place of use** to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



Legend

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



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

FEB 20 2025

DEPARTMENT OF
WATER RESOURCES

Print Form

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

Applicant / Designated Lessor BYU IDAHO Water Right No. 22-4130
(Select one owner – see item 1A on the application) (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

(Reserved.)



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*, the application **must 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 #

3454

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 BYU Idaho

Mailing Address <u>525 S Center St 1695</u>	<u>Rexburg</u>	<u>ID</u>	<u>93460-8205</u>
Street	City	State	Zip Code

Email Address mccluskeyd@byui.edu / websters@byui.edu Phone Number 2084961910

☒ 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 Applicant received payment from the Department for a rented right in the last 12 months? Yes ☐ No ☒
If no, include a valid email address in item 1A - Contact Information.

- 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 Thane Kindred Organization Rocky Mountain Environmental Associates, Inc.

Professional Title Water Rights Analyst Email Address thane.rmea@gmail.com

Mailing Address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Phone Number 208-524-2353

☐ 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 BYU Idaho

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.
A historical irrigation right originally delivered from well pump to mainline to sprinklers

- 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. None

- 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. See attached lease agreement with City of Rexburg to use well in municipal water system

- 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. This water right has been in the bank for years 2011-2025.

- 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. A diversion rate of 2.66 cfs was leased to the WSB. The full water right has been rented and used through rental agreements to the City of Rexburg.

- 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 year when the use of water will be suspended under (new) contract: 2026

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	<u>Other Term Length (# of years):</u> <i>*Prior IWRB approval required</i>

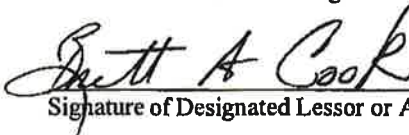
- B. Show the minimum payment acceptable to the seller/lessor. If lease, the minimum payment may be shown as the "current rental rate" as established by the IWRB, or a negotiated rental rate with submittal of an agreement between the lessor and the renter. *The owner payment is 90% of the rental fee. 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).*

Lease agreement with the City of Rexburg indicates payment of \$100 annually collected through the Water Supply Bank.

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

BRETT A. COOK
Printed Name

12/18/25
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

TO: IDAHO DEPARTMENT OF WATER RESOURCES

FROM: BYU IDAHO

RE: Authorized Representatives

Rocky Mountain Environmental Associates, Inc.
482 Constitution Way 303
Idaho Falls, ID 83402
(208) 524-2353 / (208) 524-1795 Fax

This authorizes Rocky Mountain Environmental Associates, Inc. to act as a Representative on behalf of BYU Idaho. They may submit information for BYU Idaho, but are not authorized to sign on their behalf. This designation is only for the Water Banking of the following water rights or any subsequent splits of the rights for years 2026-2031: **22-4130**

Brett A Cook

Signature

BRETT A. COOK

Printed Name

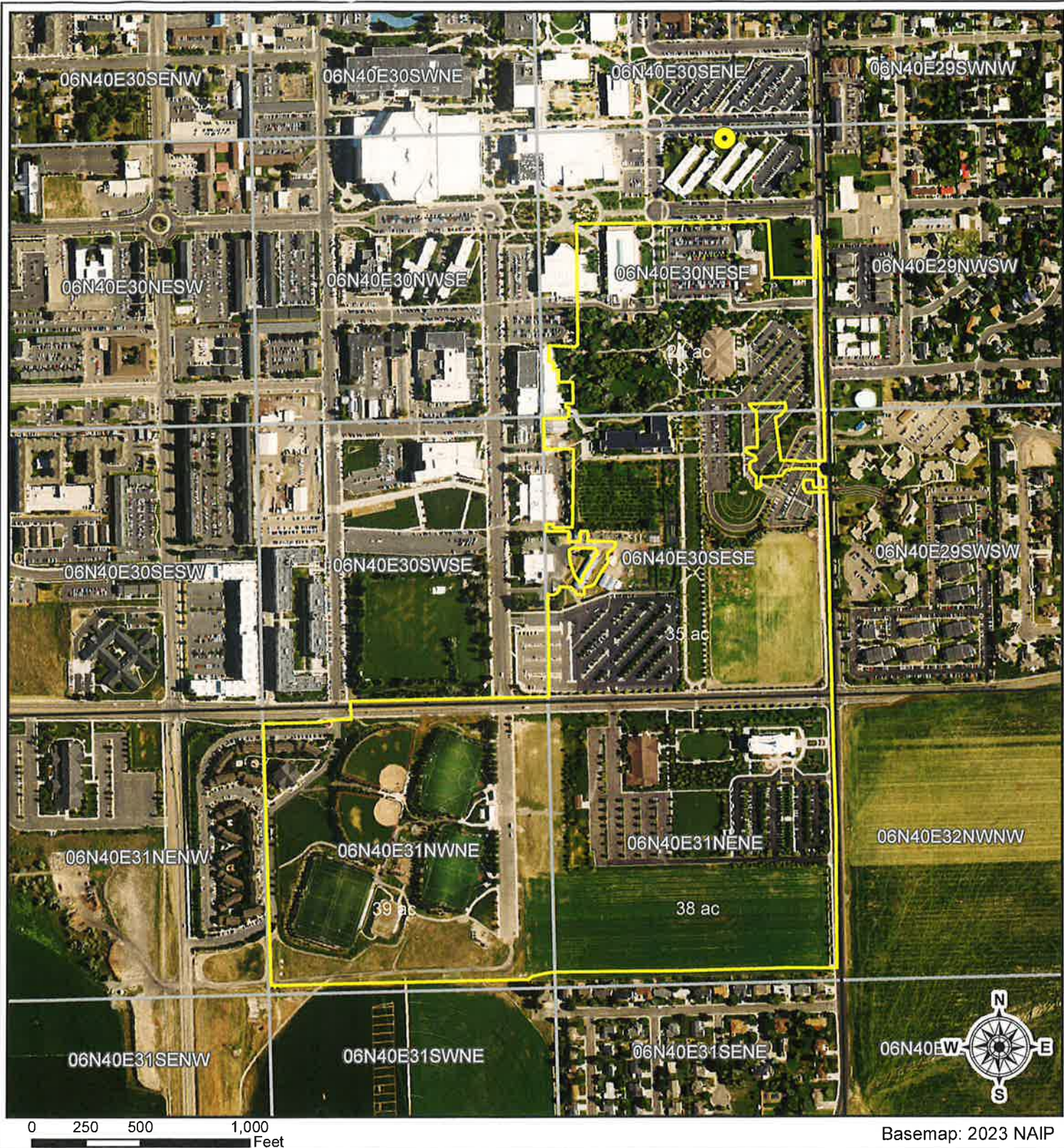
12/18/25

Date

Signature

Printed Name

Date



Attachment 3 Acreage Leased to WSB

Legend

- 22-4130 POD Section
- 22-4130 POU QQ

BYU Idaho
Application for Lease to
Water Supply Bank
WR No. 22-4130

Date: 8/21/2025

RMEA #: 25-0150

Drafted by: HP



CITY:

By: Jerry Merrill, Mayor

STATE OF IDAHO)

SS.

County of Madison)

On this 4th day of, December, 2025, before me, the undersigned Notary Public in and for said State personally appeared **Jerry Merrill**, know to me to be the **Mayor of the City of Rexburg**, an Idaho Municipal Corporation, that he executed the foregoing instrument, and acknowledged to me that the City of Rexburg executed the same.



Amanda Williams
Notary Public for Idaho
Residing at: Madison
My Commission Expires: 6/22/2029



CITY OF
REXBURG
America's Family Community

September 24, 2015

John Millar
Public Works Director
P.O. Box 280
City of Rexburg, Idaho
83440

Mr. Charles Anderson
University Resources V.P.
BYU-Idaho
200 Kimball Building
Rexburg, Idaho
83460-1650

Re: Campus well lease agreement

Charles,

On May 19, 2011 the City of Rexburg and BYU-Idaho entered into a lease agreement to allow the City to lease the water right and facilities of an existing well located between the old girls dorms. The existing lease has a termination date of December 31, 2015 with no automatic extension clause, unless both parties agree to an additional extension. The city requests the opportunity to extend this lease for an additional five year period under the same conditions as the existing lease.

I can have our attorney prepare an extension of the lease or your legal department may wish to prepare the extension agreement, if the university is in agreement to extend the lease for the requested time period. In order for this water lease to be effective through the Idaho Department of Water Resources it must be extended before the existing lease expires.

If you need additional information or need to discuss the terms of the agreement please contact me or Stephen Zollinger at your convenience. We appreciate our working relationship with the university.

Sincerely,

John Millar, City of Rexburg

Cc: Stephen Zollinger

AGREEMENT TO LEASE WATER RIGHT

THIS AGREEMENT is effective as of the 19th day of May, 2011, by and between
BRIGHAM YOUNG UNIVERSITY-IDAHO, of 525 S. Center Street, Rexburg, Idaho 83460,
hereinafter called "BYUI," and **CITY OF REXBURG**, of 35 N. 1st E., Rexburg, ID 83440,
hereinafter referred to as "CITY."

WITNESSETH:

1. Water Right To Be Leased. For and in consideration of One Hundred Dollars
(\$100.00) per year, and other good and valuable consideration, BYUI does hereby lease to the
CITY, and the CITY does hereby assume the lease from BYUI, that certain ground water right
partially decreed by the Snake River Basin Adjudication Court as water right number 22-4130,
and more fully described as follows:

Ground water for irrigation in the amount of 2.66 CFS from 4/01 to
10/31 with an annual volume limitation of 466 AF. The present
authorized point of diversion is located in the NENESE of Section
30, Twp. 6N, Rge. 40 E.B.M. and the present authorized place of
use is for 133 acres located in Sections 30 and 31 (T6N, R40E).
(hereinafter "Right")

Together with a right to make an application for a long-term lease with the Idaho Water
Resource Board's "Water Bank" for use of the Right for municipal purposes (including
irrigation) within the city limits of Rexburg, Idaho, including the lands to which the water right
presently are appurtenant. The above lease and use of the Right are hereinafter referred to as
Lease Agreement.

2. Term of Lease Agreement. This Lease Agreement is for a term of five years beginning
immediately upon execution hereof and continuing until December 31, 2015, at which time, the

Lease Agreement shall automatically terminate unless the parties mutually agree to an extension.

3. Water Board Rental/Lease Fees, Water Lines, Equipment and Maintenance Costs, Supply of BYUI Irrigation Needs. It is understood and agreed that the CITY shall pay all costs associated with the intended Lease Agreement, Water Board rental/lease fees of the RIGHT for its intended uses set forth herein, including all legal and hydrological fees associated with the application for lease as may be required. CITY shall also pay all costs for installation and maintenance of water lines and equipment associated with the use of the Right.

BYUI agrees to allow the pumping facilities to remain connected to the BYUI power supply systems. Furthermore, the CITY agrees to meter the power usage and reimburse BYUI at the rate BYUI pays for power on a monthly basis.

Finally, the CITY shall insure that all necessary irrigation needs required by BYUI shall be made available to BYUI by the CITY.

4. Representations of BYUI. BYUI holds the Right without any encumbrance and has full legal authority to lease/rent the Right to CITY. BYUI knows of no facts which would lead to a claim by any third party or the Idaho Department of Water Resources to challenge the partial decree granted by the Snake River Basin Adjudication court to the Right. BYUI shall sign all necessary documentation in order to lease the Right to the CITY. BYUI acknowledges that should this Lease Agreement be terminated for any reason and BYUI is re-assigned the Right, then the CITY may NOT be obligated to provide water necessary for the irrigation of BYUI's lands as originally decreed in the Right.

5. Representations of CITY. CITY shall apply the water under the Right to the beneficial

use of irrigation (or municipal use if authorized) such that the full water right shall be beneficially applied in the required amounts and to the required number of acres in order to insure that the Right is not in jeopardy of forfeiture. CITY shall not encumber the Right in any manner which would impact BYU's right of re-assignment. Furthermore, CITY shall do nothing which shall jeopardize the viability or active status of the Right. CITY shall follow all laws in obtaining a legal right to lease the Right to CITY.

Any application for lease or rental of the Right made by the City from the Water Board Rental Bank shall be subject to the following terms and restrictions:

A. The elements of the Right may only be temporarily modified as allowed by the Water Board Rental Rules.

B. CITY shall cause that BYU be notified in writing as to any plans for the use of the Right, including the construction of any conveyance system and installation of any irrigation equipment.

C. CITY shall execute all documents necessary to accomplish the re-assignment of the Right from the CITY back to BYU at the end of termination of this lease in a manner which will allow BYU to, at a minimum, independently use the Right to irrigate lands owned by BYU in the original number of acres granted in the partial decree of the Right.

6. CITY's Right to the Use of the Well and BYU's Right of Examination. It is understood and agreed that the CITY intends to connect its present city ground water municipal system to the existing well located on BYU's lands. For the term of this Lease Agreement, the CITY shall be granted an easement and limited Right for the use of the well and the necessary lands surrounding the well, including ingress and egress for installation and maintenance, to

install the necessary pumps, panels, pipes, valves, electrical connections and shed to house said equipment (hereinafter collectively referred to as "Equipment"). Any modifications to the Equipment must be approved by BYUI, which approval must not be unreasonably withheld. The use of the well and Equipment shall also include the right of the CITY to pump from the well any other water rights owned or leased by the CITY for any municipal purpose providing such use is authorized by Idaho Department of Water Resources as an additional point of diversion for such other water rights.

BYUI or its agents shall be permitted to enter its licensed property upon 1 day written or oral notice for the purpose of examining the use of the water works under the Right to insure proper beneficial use has or is occurring.

7. Non Assignment of Right. CITY shall not assign nor encumber this Lease Agreement nor the Right nor any portion of it nor any right or privilege connected with it without first obtaining the written consent of BYUI. CITY may not sublease or sub-license the Right or any part thereof without first obtaining the written approval of BYUI. An unauthorized assignment or encumbrance, sublease or use shall be void and shall terminate this Lease Agreement immediately at the option of BYUI. The interest of the CITY in this Lease Agreement is not assignable by operation of law without written consent of BYUI.

8. Taxes and Assessments. CITY shall pay all taxes and assessments, ordinary and extraordinary, general or specific, taxed or assessed against the Right and Equipment during the term of this Lease Agreement.

9. Default by the Parties. In the event of material default or breach of the terms and conditions of this Lease Agreement by the CITY, possession under the Right, at the option of

BYUI, shall terminate upon providing the CITY thirty (30) days written notice and opportunity to cure the default. In that event, BYUI shall have the right to re-claim and re-assign the Right and accept the surrender of the Right from the CITY. BYUI shall then have the right to terminate the Lease Agreement of the Right through the Water Board Rental Pool and proceed to re-assign the Right back to itself before the Idaho Department of Water Resources or any other state or local agency necessary to accomplish said task.

In the event of a material default or breach of the terms and conditions of this Lease Agreement by either party, the non-defaulting party shall be entitled to pursue any and all legal and equitable remedies available to it upon providing the defaulting party with thirty (30) days written notice and opportunity to cure the default.

10. Notices. Notices and demands by either BYUI or CITY shall be given by certified mail with prepaid postage addressed to BYUI or CITY at their respective addresses described above, subject to the right of either BYUI or CITY to designate by notice in writing a new address to which notice or demands must be sent.

11. Quiet Enjoyment. Subject to the terms of this Lease Agreement, and provided CITY is not in breach of this Lease Agreement, BYUI warrants CITY shall have quiet and peaceable possession of the Right during the term of this Lease Agreement or any extension of the term without any disturbance from BYUI or from any person claiming rights through BYUI.

12. Indemnification. BYUI and CITY agree to indemnify and save the other harmless against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable attorneys' fees, by or on behalf of any person, party or governmental authority whatsoever arising out of any failure

by CITY or BYUI to perform any of the terms of this Lease Agreement or any accident, injury or damage which shall happen in or about the Right and lands associated with the well from which the Right is pumped, arising out of the respective negligence of BYUI or CITY.

13. Rules of Construction.

- a. Time is of the essence of this Lease Agreement.
- b. This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of Idaho and the rules of the Idaho Water Board and the Idaho Department of Water Resources.
- c. In construing this Lease Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.
- d. If either party commences an action against the other party arising out of or in connection with this Lease Agreement, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys fees and costs of suit.
- e. This Lease Agreement contains the entire agreement between the parties and any executory agreement later made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

- f. The covenants and conditions of this Lease Agreement apply to and bind the legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement.

BYUI:



By: Charles N. Andersen, University
Resources Vice President

CITY:

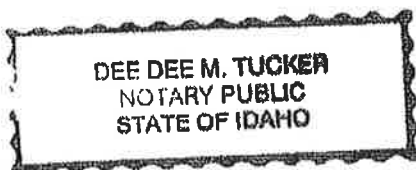


By: Richard Woodland, Mayor

Acknowledgment

STATE OF IDAHO)
ss.
County of Madison.)

On this 19th day of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Charles N. Andersen**, known to me to be the University Resources Vice President, of **Brigham Young University-Idaho**, that he executed the foregoing instrument, and acknowledged to me that he executed the same.




Notary Public for Idaho
Residing at: Madison
My Commission expires: 05/02/14

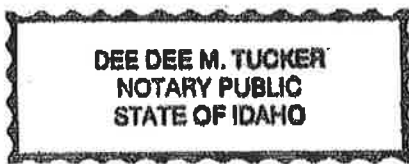
REDACTED
OF THE
OFFICE OF

STATE OF IDAHO)

ss.

County of Madison)

On this 19th of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Woodland, known to me to be the Mayor, of The City of Rexburg, an Idaho Municipal Corporation, that executed the above Subordination Agreement, and acknowledged to me that The City of Rexburg, an Idaho Municipal Corporation, executed the same.



Dee Dee M. Tucker
Notary Public for Idaho
Residing at: *Madison*
My Commission expires: *05/02/17*



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

August 4, 2026

CITY OF REXBURG
210 W 4TH S
REXBURG, ID 83460-0006

**RE: WATER SUPPLY BANK LEASE CONTRACT(S) 2233
FOR WATER RIGHT(S) 22-4130**

Dear Lessor:

Water right **22-4130** is leased into the Water Supply Bank (Bank) as of January **2026** 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, 2026**, 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 bank@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,

Kris Margheim
Technical Records Specialist

Enclosure: Executed Lease Contract

C: IDWR- Eastern Region Office



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
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Governor Brad Little

Director Mathew Weaver

July 24, 2026

BYU IDAHO
210 W 4TH S
REXBURG ID 83460-0006

**RE: APPLICATION TO LEASE WATER RIGHTS 2233 TO THE WATER SUPPLY BANK
CONTRACT 2233**

******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, 2030** 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 right 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,

Catalina Beck

for

Water Supply Bank

Enclosures: Proposed Lease Contracts
Receipt E051503

CC: Thane Kindred, Rocky Mountain Environmental Associates

Beck, Catalina

From: Beck, Catalina
Sent: Friday, July 24, 2026 10:50 AM
To: thane.rmea@gmail.com
Subject: Lease Contract 2233 for BYU Idaho and Rental agreement for City of Rexburg 1042
Attachments: Lease Contract 2233.pdf; Proposed Rental Agreement 1042.pdf

Good morning, Thane,

Here is a copy of the lease contract 2233 for BYU and rental agreement for City of Rexburg 104. The hard copy will be mail out to the applicants



Catalina Beck
Water Resource Agent
208-287-4920

Catalina Beck, Water Resource Agent

Idaho Department of Water Resources State Office
322 E Front Street Boise, ID 83702