

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 03 2026

WATER SUPPLY BANK RENTAL AGREEMENT No. 1032

DEPT. OF WATER RESOURCES

This is to certify that:

FRANK TIEGS LLC
PO BOX 3350
PASCO, WA 99302-3350

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
2-10450	2/25/1963	Snake River	4.23	847.2	211.8	0.02	4.0
Combined Rental Totals			4.23	847.2	211.8	0.02	4.0

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2030. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2026, whichever occurs last.

Annual Rental Fee:

2026 - 2030: \$27,957.60 annually

The full fee for the rental of the above-described right(s) is \$27,957.60 per year for years 2026 - 2030. The rental fee includes an administrative fee of \$2,795.76 per year for years 2026 - 2030.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	4.23	847.2	211.8	0.02	4.0
Combined Total	4.23	847.2	211.8	0.02	4.0

Detailed water right conditions are attached.

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The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

 8-28-26
Signature of Renter Date

Ryan K. Cloud Project Manager
Printed Name Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By  Date 9/4/26
BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Rental approved by IDWR  Date 9/4/26

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 1014

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER SESE Sec. 4, Twp 06S, Rge 08E, OWYHEE County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
4.23 CFS

VOLUME
847.2 AF

SEASON OF USE

Water Right No. **From** **To**
2-10450 4/01 10/31

RENTERS PLACE OF USE: 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	
06S	08E	17									16.0	10.0	15.0	38.0	1.8	25.0	26.0		131.8
06S	0E	4										31.0	31.0	18.0					80.0

Total Acres: 211.8

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental agreement does not authorize the construction of a well.
10. Prior to diversion and use of water under this approval, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications and shall report the amount of water diverted to the Department at the end of each calendar year.

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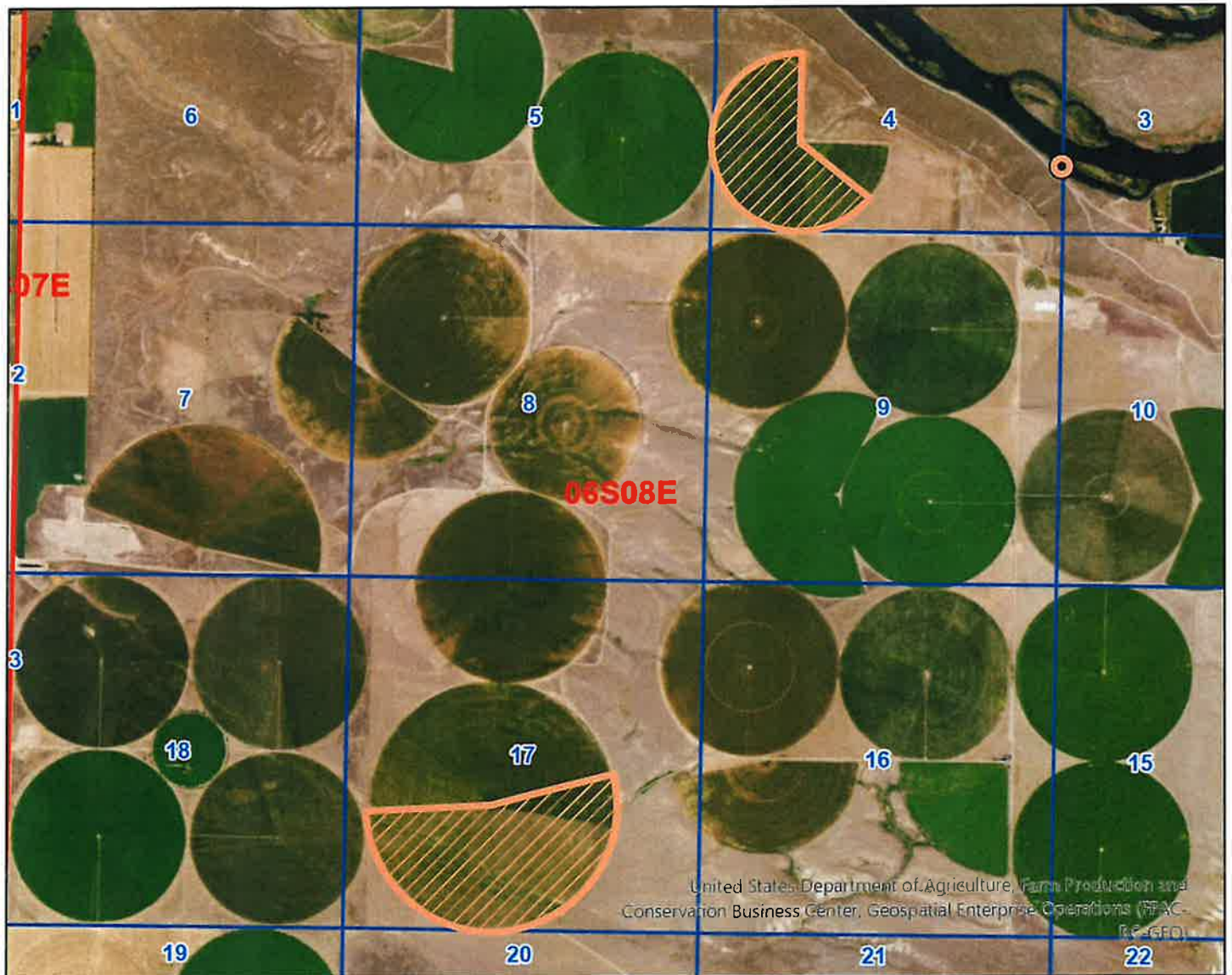
WATER SUPPLY BANK RENTAL AGREEMENT No. 1014

11. Water shall not be diverted under this right when flows in the Snake River are below established minimum flow amounts of 3,300 cfs at Murphy and 4,750 cfs at Weiser.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
13. 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. 2.

Water Supply Bank Rental Agreement No. 1032

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 Rental POD
 Water Supply Bank Lease Place of Use
 Township/Range
 Sections



COPY



IDAHO DEPARTMENT OF
WATER RESOURCES

RECEIVED

SEP 03 2026

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

FRANK TIEGS LLC
PO BOX 3350
PASCO, WA 99302-3350

RE: **APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK**
WATER RIGHT NO(S). 2-10450 AGREEMENT 1032

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$27,957.60 **per year** was calculated based on the current rental rate of \$33.00 per acre-foot times a diversion volume of 847.2 acre-feet. The annual rental fee for 2027 is due by December 31, 2026. The annual rental fee for 2028 is due by December 31, 2027. The annual rental fee for 2029 is due by December 31, 2028. The annual rental fee for 2030 is due by December 31, 2029. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check in the amount of \$27,957.60 for 2026 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, **90% or \$25,161.84** of the rental fee will be paid to the lessor(s) and **10% or \$2,795.76** will be retained by the Department to offset administrative costs for **2026**.

If you have any questions, please contact this office at bank@idwr.idaho.gov or (208) 287-4991.

Sincerely,

Tyler Saiz
Water Supply Bank

Enclosure(s): Two Rental Agreements