

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT NO. 204

This is to certify that:

FALLS VIEW CEMETERY
2936 MCKINLEY RD
AMERICAN FALLS, ID 83221

RECEIVED

MAR 15 2018

DEPARTMENT OF
WATER RESOURCES

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)
35-7777	1/24/1978	GROUND WATER	0.14	32.8	8.20
29-14000	12/31/1976	GROUND WATER	0.11	16.7	NA
29-11278	12/31/1937	GROUND WATER	0.11	7.2	NA
Combined Limit Totals			0.07	15.2	NA
Combined Rental Totals			0.21	48.0	NA

Term of Rental: This rental shall take effect when all parties have signed it and shall continue in effect until December 31, 2019

Annual Rental Fee:

2018: \$960.00
2019: \$960.00

The full fee for the rental of the above-described right(s) is \$960.00 per year for years 2018 - 2019. The rental fee includes an administrative fee of \$96.00 per year for years 2018 - 2019.

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 Click here to enter text.

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	0.18	37.6	11.2	0.02	4.00
Combined Total	0.18	37.6	11.2	0.02	4.00

* The authorized water usage reflects a change from the water right elements rented, to account for change in nature of use and limits of use.

Detailed water right conditions are attached.

SUPPORT DATA

IN FILE # 29-11278

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

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:

 3-8-2018
Signature of Renter Date

Arwyn D. Thornton 3-8-2018
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 3/16/2018
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental approved by IDWR  Date 3-16-2018

WATER SUPPLY BANK RENTAL AGREEMENT No. 204

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER 2SENE Sec. 31, Twp 07S, Rge 31 E, POWER County

Beneficial Use Diversion Rate Volume

IRRIGATION 0.21 CFS 48.0 AF

SEASON OF USE

Water Right No.	From	To
35-7777	4/1	10/31
29-11278	4/1	10/31
29-14000	4/1	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	
07S	31E	31				11.2 L2													11.2

Total Acres: 11.2

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

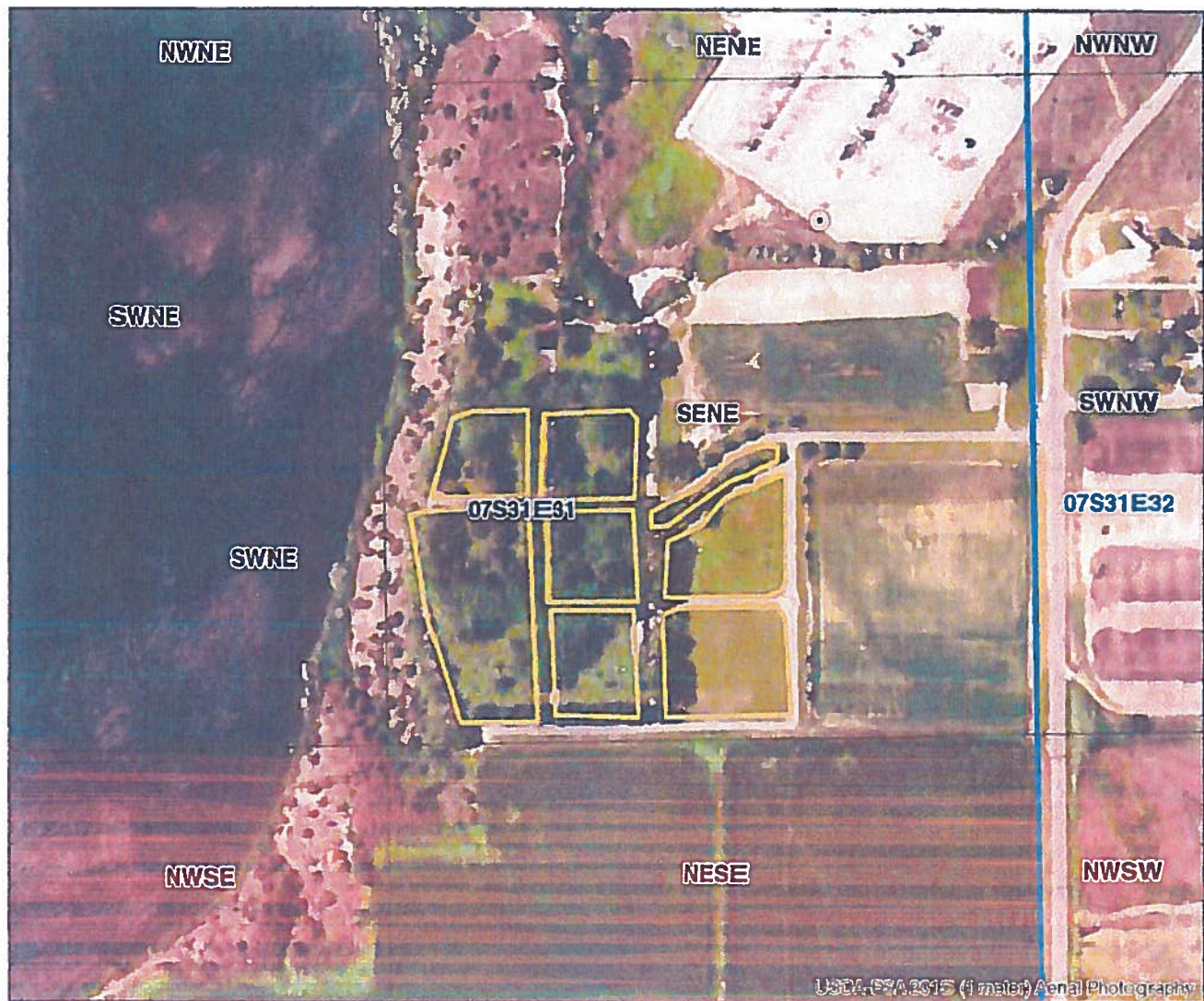
1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption 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 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.
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. 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. This rental for mitigation by non use may be ineffective if the mitigating water right is not in priority.
7. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
8. Prior to diversion and use of water under this approval, the renter shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
9. Upon specific notification of the Department, the renter shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

10. This rental agreement does not authorize the construction of a well.
11. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
12. Use of water under this right will 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. 120.
13. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
14. The following right is diverted through the points of diversion described above: 29-8126
15. 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 lands above.
16. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
17. Right 29-14000 is based upon an enlargement of right 29-11278 pursuant to Section 42-1426, Idaho Code.
18. Right 29-14000 is subordinate to all water rights with a priority date earlier than April 12, 1994 that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.

Idaho Water Resource Board
Water Supply Bank Rental Agreement #204

Effective until December 31, 2019

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



- Authorized Rental Point of Diversion
- Authorized Rental Place of Use
- Townships
- PLS Sections
- Quarter Quarters



0 0.25 Miles

STATE OF IDAHO
WATER RESOURCE BOARD

**APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK**

RECEIVED

DEC 05 2017

DEPARTMENT OF
WATER RESOURCESApplicant Name: Falls View Cemetery

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

Yes ☐ No ☒

If yes, specify companion water rights in Section 4

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

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

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

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

MINIMUM REQUIREMENT CHECKLIST

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

Yes

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

Attachment N/A Yes

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

Department Use Only – Proposed Water Right(s)

35-2924 29-11278

35-7777 29-14000

919

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Falls View Cemetery

Mailing Address 2936 McKinley Road American Falls, Idaho 83221

Street

City

State

Zip Code

Email Address _____ Phone Number (208) 226-5417

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

Representative Greg Sullivan

Professional Title Engineer

Organization Brockway Engineering

Relationship to Applicant Consultant

Mailing Address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301

Email Address greg.sullivan@brockwayeng.com

Phone Number 208-736-8543

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

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

Water is needed to irrigate the grass for the cemetery. A permanent water right has not yet been secured for the cemetery.

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

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
0.36 CFS	74.4 AF	0.36 CFS	74.4 AF	18.6 AC

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

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

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
4/1/2018	12/31/2019	☐ 1	☒ 2	☐ 3	☐ 4	☐ 5	☒ Process application as soon as possible	☐ Return application to applicant

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

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

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

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

Existing well and delivery system

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

POD Description	Water Source	Other Water Rights Diverted from this POD
07S 31E Sec 31 SENE	Ground Water	29-8126

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

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

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

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

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

- ☒ Irrigation 18.6 (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

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

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

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:
- None

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☒ No ☐

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

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

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

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
35-2924	Stock/Industrial	1.11	241			0.18	40	10.0
35-7777	Irrigation	1.77	416	104		0.10	22.4	5.6
29-11278	Industrial	0.11	7.2			0.06	8.4	2.1
29-14000	Industrial	0.11	16.7			0.06	3.6	0.9
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL	0.33	74.4	18.6
						CFS	AF	AC

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

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:
Proposed rental volume is based on 4.0 acre feet per acre.

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

Yes ☒ No ☐

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

Proposed rental volume is based on 4.0 acre feet per acre. Stock and Industrial water right is 100% consumptive.

Irrigation water is not 100% consumptive and the full 74.4 afa will not be pumped.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☐ No ☒
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:
Water was rented in 2017 for this property. A permanent water right has not yet been secured.

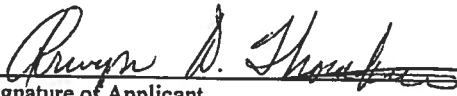
- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental?
If yes, describe: Yes ☒ No ☐
When a permanent water right can be secured.

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

- D. Additional Information
None.

DECLARATION

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


Signature of Applicant

Arwyn D. Thornton
Printed Name of Applicant

11-15-2017
Date

Signature of Representative

Printed Name of Representative

Date

Mail to:

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



FALLS VIEW CEMETERY

RENTAL ACRES
2015 NAIP AERIAL

Legend

- POD
- Rental_Acres

0 125 250 500 Feet

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF WATER RESOURCES

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

YEAR

1950

TRANSFER NAME:

SEASON

SPRING

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	95	61	70	75
COLUMN	99	164	130	134

10	30.0
5.6	16.8
3	9.0

TRIMESTER OF ACTIVITY	TO WELL Protected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1965	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SUM 1965	0.0	15.6	15.6	0.0	0.0	0.0	0.0
WIN 1965	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SPR 1966	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SUM 1966	0.0	15.6	15.6	0.0	0.0	0.0	0.0
WIN 1966	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SPR 1967	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SUM 1967	0.0	15.6	15.6	0.0	0.0	0.0	0.0
WIN 1967	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SPR 1968	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SUM 1968	0.0	15.6	15.6	0.0	0.0	0.0	0.0
WIN 1968	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SPR 1969	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SUM 1969	0.0	15.6	15.6	0.0	0.0	0.0	0.0
WIN 1969	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SPR 1970	0.0	15.6	15.6	0.0	0.0	0.0	0.0
SUM 1970	0.0	15.6	15.6	0.0	0.0	0.0	0.0
WIN 1970	0.0	15.6	15.6	0.0	0.0	0.0	0.0

C:\Users\gsullivan.BROCKWAY\Desktop\ESPA Model 3.2\Chet Tayler Transfer

WIN 2003	0.0	15.6	15.6	5.6	5.6	3.0	3.0
SPR 2004	0.0	15.6	15.6	5.6	5.6	3.0	3.0
SUM 2004	0.0	15.6	15.6	5.6	5.6	3.0	3.0
WIN 2004	0.0	15.6	15.6	5.6	5.6	3.0	3.0
SPR 2005	0.0	15.6	15.6	5.6	5.6	3.0	3.0
SUM 2005	0.0	15.6	15.6	5.6	5.6	3.0	3.0
WIN 2005	0.0	15.6	15.6	5.6	5.6	3.0	3.0
SPR 2006	0.0	15.6	15.6	5.6	5.6	3.0	3.0
SUM 2006	0.0	15.6	15.6	0.0	5.6	3.0	3.0
WIN 2006	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SPR 2007	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SUM 2007	0.0	15.6	15.6	0.0	5.6	3.0	3.0
WIN 2007	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SPR 2008	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SUM 2008	0.0	15.6	15.6	0.0	5.6	3.0	3.0
WIN 2008	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SPR 2009	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SUM 2009	0.0	15.6	15.6	0.0	5.6	3.0	3.0
WIN 2009	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SPR 2010	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SUM 2010	0.0	15.6	15.6	0.0	5.6	3.0	3.0
WIN 2010	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SPR 2011	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SUM 2011	0.0	15.6	15.6	0.0	5.6	3.0	3.0
WIN 2011	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SPR 2012	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SUM 2012	0.0	15.6	15.6	0.0	5.6	3.0	3.0
WIN 2012	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SPR 2013	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SUM 2013	0.0	15.6	15.6	0.0	5.6	3.0	3.0
WIN 2013	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SPR 2014	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SUM 2014	0.0	15.6	15.6	0.0	5.6	3.0	3.0
WIN 2014	0.0	15.6	15.6	0.0	5.6	3.0	3.0
SPR 2015	0.0	0.0	15.6	0.0	5.6	3.0	3.0
SUM 2015	0.0	0.0	15.6	0.0	5.6	3.0	3.0
WIN 2015	0.0	0.0	15.6	0.0	5.6	3.0	3.0
SPR 2016	0.0	0.0	15.6	0.0	5.6	3.0	3.0
SUM 2016	0.0	0.0	15.6	0.0	5.6	3.0	3.0
WIN 2016	0.0	0.0	15.6	0.0	5.6	3.0	3.0
SPR 2017	0.0	0.0	15.6	0.0	5.6	0.0	3.0
SUM 2017	0.0	0.0	15.6	0.0	5.6	0.0	3.0
WIN 2017	0.0	0.0	15.6	0.0	5.6	0.0	3.0
SPR 2018	24.2	0.0	15.6	0.0	5.6	0.0	3.0
SUM 2018	24.2	0.0	15.6	0.0	5.6	0.0	3.0
WIN 2018	24.2	0.0	15.6	0.0	5.6	0.0	3.0
SPR 2019	24.2	0.0	15.6	0.0	5.6	0.0	3.0
SUM 2019	24.2	0.0	15.6	0.0	5.6	0.0	3.0
WIN 2019	24.2	0.0	15.6	0.0	5.6	0.0	3.0
SPR 2020	0.0	15.6	15.6	0.0	5.6	0.0	3.0
SUM 2020	0.0	15.6	15.6	0.0	5.6	0.0	3.0
WIN 2020	0.0	15.6	15.6	0.0	5.6	0.0	3.0
SPR 2021	0.0	15.6	15.6	5.6	5.6	0.0	3.0
SUM 2021	0.0	15.6	15.6	5.6	5.6	0.0	3.0
WIN 2021	0.0	15.6	15.6	5.6	5.6	0.0	3.0
SPR 2022	0.0	15.6	15.6	5.6	5.6	3.0	3.0</

[illegible]

11/13/2017

FIRST AMENDMENT TO LICENSE AGREEMENT

Brady Substation Lands Falls View Cemetery Irrigation Pump Station

License No. 582

This First Amendment to License Agreement ("Amendment") is entered into as of this 8 day of June 2017 ("Effective Date"), between Idaho Power Company, an Idaho corporation, its successors and assigns (collectively, "Licensor") and Falls View Cemetery Maintenance District ("Licensee") with respect to the following:

Whereas, Licensor and Licensee have entered into that certain License Agreement dated April 07, 2017 a copy of which is attached hereto as **Exhibit A ("License Agreement")**. All capitalized terms herein shall have the definitions provided for in the License Agreement unless otherwise indicated.

Whereas, Licensor and Licensee desire to amend the License Agreement as set forth herein.

Now, Therefore, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 4 of the License Agreement is hereby deleted and Licensee will no longer be required to pay the Water Use Fee provided for in the Section 4 as of this effective Date.
2. All other terms and conditions of the License Agreement shall remain in full force and effect except as expressly set forth herein.

Exhibits. All exhibits referenced herein are attached to the First Amendment to the License Agreement and incorporated into the terms of the License Agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first set forth above.

LICENSOR:

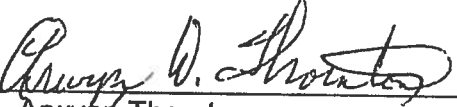
**IDAHO POWER COMPANY,
AN IDAHO CORPORATION**

By: 
Ivan Sim
Corporate Services Director

Date: 11/13/17

LICENSEE:

FALLS VIEW CEMETERY MAINTENANCE DISTRICT

By: 
Arwyn Thornton
Chairman

Date: 11-8-2017

LIST OF EXHIBITS:

Exhibit A – License No. 582

EXHIBIT A
License No. 582

License Amendment- IPC as Licensor
License Name: Brady Substation Lands – Falls View Cemetery Irrigation Pump Station
License No.: 582

FIRST AMENDMENT TO LICENSE AGREEMENT

Brady Substation Lands Falls View Cemetery Irrigation Pump Station

License No. 582

This First Amendment to License Agreement ("**Amendment**") is entered into as of this ____ day of _____, 2017 ("**Effective Date**"), between Idaho Power Company, an Idaho corporation, its successors and assigns (collectively, "**Licensor**") and Falls View Cemetery Maintenance District ("**Licensee**") with respect to the following:

Whereas, Licensor and Licensee have entered into that certain License Agreement dated April 07, 2017 a copy of which is attached hereto as **Exhibit A** ("**License Agreement**"). All capitalized terms herein shall have the definitions provided for in the License Agreement unless otherwise indicated.

Whereas, Licensor and Licensee desire to amend the License Agreement as set forth herein.

Now, Therefore, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 4 of the License Agreement is hereby deleted and Licensee will no longer be required to pay the Water Use Fee provided for in the Section 4 as of this effective Date.
2. All other terms and conditions of the License Agreement shall remain in full force and effect except as expressly set forth herein.

Exhibits. All exhibits referenced herein are attached to the First Amendment to the License Agreement and incorporated into the terms of the License Agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first set forth above.

LICENSE AGREEMENT

Brady Substation Lands Falls View Cemetery Irrigation Pump Station

License No. 582

This License Agreement ("License Agreement") is entered into as of this 7th day of April, 2017 ("Effective Date"), between Idaho Power Company, an Idaho corporation, its successors and assigns (collectively, "Licensor") and Falls View Cemetery Maintenance District ("Licensee") with respect to the following:

A. Licensor owns that certain property located in Power County, State of Idaho, as described in **Exhibit A** attached hereto and made a part hereof ("Licensor's Property").

B. Licensee owns property adjacent to Licensor's Property, as described in **Exhibit B** attached hereto and made a part hereof ("Licensee's Property").

C. Licensee desires non-exclusive use of that portion of Licensor's Property described and depicted in **Exhibit C** attached hereto and made a part hereof ("License Area") for the limited purposes of installing, operating, maintaining and repairing as necessary, at Licensee's sole cost and expense, an irrigation pump station facility ("Irrigation Pump Station") more particularly described below:

A submersible water pump for irrigation purposes to be installed in Licensor's existing ground water well shaft; an underground water line extending from the irrigation pump to Licensee's Property; an overhead power line, a meter to serve the Irrigation Pump Station; an access road, and other related and necessary structures and improvements (collectively referred to herein as "Licensee's Improvements").

D. Licensor is agreeable to such limited use of the License Area subject to all of the terms and conditions herein.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License.

a. **Generally.** Licensor grants to Licensee a non-exclusive license ("License") for the Term described in Section 3 below to use the License Area for purposes of installing, operating, maintaining and repairing as necessary Licensee's Improvements, to include ingress and egress to Licensee's Improvements as provided in Section 1(c) below, subject to the terms and conditions hereof and for no other purpose whatsoever. This License is personal to Licensee, solely for the benefit of Licensee. This License shall not be deemed to run with the land or in any other way create a perpetual interest in the License Area for the Licensee or Licensee's Agents, defined in Section 9 below, or Licensee's successors or assigns, or any other person or entity.

b. **Licensor's Reserved Rights.** Licensor shall at all times have the full use of the License Area for any purpose it desires, said rights being paramount to any rights or privileges of Licensee hereunder. Licensee's use of the License Area is subordinate to Licensor's use of the License Area and shall not at any time conflict with or impair Licensor's use of the same or Licensor's operations on the Licensor's Property or License Area. Licensee also acknowledges and agrees that there may be other users of the License Area besides Licensor and Licensee, and Licensee's use of the License Area is non-exclusive with such other users.

c. **Access to the License Area.** To access the License Area, Licensee shall be authorized to use the twenty-foot (20') wide access route located upon that portion of Licensor's Property as depicted on Exhibit C ("**Access Road**"), said use being subject to all of the terms and conditions of this License. In exercising its right of access to the License Area over the Access Road, Licensee shall comply with any reasonable security procedures utilized by Licensor, and other conditions reasonably imposed by Licensor or of other Licensees or occupants of Licensor's Property. If Licensee causes any damage to Licensor's Property, Licensee shall promptly repair the same to Licensor's satisfaction at Licensee's sole expense.

d. **License Fee.** Licensor acknowledges the mutually beneficial relationship between Licensor and the City of American Falls and Falls View Cemetery as consideration for this License and hereby waives any license fee ("**License Fee**") requirement for this license. Licensor, at Licensor's sole discretion reserves the right to require Licensee to pay an annual License Fee in an amount determined by Licensor should future circumstances, in Licensor's opinion, warrant a License Fee payment.

e. **Fence Relocation Fee.** Upon the Effective Date, Licensee shall pay to Licensor a one-time fence relocation fee ("**Fence Relocation Fee**") of Five Thousand Three Hundred and No/100 Dollars (\$5,300) for the relocation of the Brady Substation perimeter fence ("**Perimeter Fence**") around the Premises. The Fence Relocation Fee will reimburse Licensor for the cost of relocating the "**Perimeter Fence**" on Licensor's Property to make room for Licensee's Improvements under this License Agreement.

At Licensor's discretion, upon the end of Term of this License, Licensee shall, at Licensee's sole expense, pay to Licensor all costs required to relocate the Perimeter Fence to its original location as existed prior to creation of the Premises under this License.

2. **Revocable.** This License may be revoked by Licensor and thereby terminated at any time and for any reason whatsoever in Licensor's sole and absolute discretion upon delivery of written notice to Licensee at the address provided in Section 13, below. This License shall be deemed revoked and terminated immediately upon delivery of such notice. Upon revocation, Licensee and Licensee's Agents shall immediately cease and desist all use of the License Area and Access Road as provided in Section 3 below. Any continued use of the License Area after revocation shall be considered a trespass over Licensor's private property.

3. **Term.** The term of this License ("**Term**") shall commence on the Effective Date and shall continue in full force and effect until (i) the parties mutually agree to terminate this License, (ii) Licensee in its sole discretion terminates this License, (iii) Licensor terminates this

License upon Licensee's default as provided in Section 15, below, or (iv) Licensor revokes this License pursuant to Section 2, above.

Upon cancellation or termination of this License, Licensee shall, within ninety (90) days, remove at Licensee's expense all of Licensee's Improvements from the License Area, unless otherwise agreed upon by Licensee and Licensor in writing, and Licensee shall advise Licensee's Agents to immediately cease and desist in all use of the License Area and Access Road. Any continued use of the License Area or Property after the termination of this License (other than for the removal of Licensee's Improvements) shall be considered trespass over the Property. Licensee shall leave the License Area in a condition at least as good as its condition prior to the execution of this License, ordinary wear and tear excepted. The terms and conditions of this License shall continue to apply to Licensee during Licensee's removal of Licensee's Improvements under this Section 3. If Licensee fails to remove all of Licensee's Improvements within ninety (90) days, Licensor shall have the option at its sole discretion to take ownership of the improvements in place or to remove the improvements at the sole cost and expense of Licensee.

4. **Water Use Fee.** During the Term of this License, Licensee shall pay an annual water use fee ("**Water Use Fee**") for use of 0.5 cfs of Licensor's ground water shares appurtenant to Licensor's Property and maintained in the Idaho Water Resource Board Water Bank ("**Licensor's Water Bank Shares**"), as follows:

a. **To Licensor:** Licensee shall pay to Licensor a Water Use Fee ("**Licensor's Water Use Fee**") equivalent to ninety percent (90%) of the total annual cost for use of Licensor's Water Bank Shares, due on November 30th of each year during the Term of this License.

Licensor's Water Use Fee payments shall be paid to Licensor at the following address:

Idaho Power Company
Attention: Corporate Cashier
Re: License No.: 582
P.O. Box 447
Salt Lake City, UT 84110-0447

If Licensor's Water Use Fee is not paid within ten (10) days after the due date, Licensee agrees to pay a late charge equal to ten percent (10%) of Licensor's Water Use Fee. Acceptance of such late charge by Licensor shall not constitute a waiver of Licensee's default nor prevent Licensor from exercising any of the other rights and remedies hereunder.

b. **To the Idaho Water Resource Board Water Bank ("**Water Bank**"):** Upon Licensee's receipt of the Water Bank's annual invoice for use of Licensor's Water Bank Shares, Licensee shall pay to the Water Bank a Water Use Fee ("**Water Bank Water Use Fee**") equivalent to ten percent (10%) of the total annual cost for Licensee's use of Licensor's Water Bank Shares, per the terms of the Water Bank invoice.

5. **AS IS/Assumption of Risk.** Licensee accepts the License Area, Licensor's Property, and Surrounding Areas (as defined in Section 9 below) in their "**AS IS**" condition

License Agreement — IPC as Licensor

License Name: Brady Substation Lands — Falls View Cemetery Irrigation Pump Station

License No : 582

together with all latent and patent defects and shall use the License Area completely at its own risk. Licensor makes no representation as to the condition or the safety of Licensor's Property. Licensee and Licensee's Agents fully release and hold harmless Licensor and Licensor's Agents (as defined in Section 9 below) from and against any and all Claims (defined in Section 9 below) relating to Licensee's use of the License Area or exercise of Licensee's rights under this License or the use of the License Area by any other parties. Licensor shall not be liable for any Claims relating to the use of the License Area by other parties as contemplated in Section 1 above and Licensee shall use the License Area non-exclusively along with other parties at its own risk. Furthermore, Licensee shall advise all of Licensee's Agents in writing that their use of the License Area is subject to all of the provisions of this License Agreement, including, without limitation, the provisions of this Section 5, and their use of the License Area shall constitute their absolute acceptance of all risks associated therewith and their agreement to all provisions hereof. The provisions of this Section 5 shall survive the expiration or termination of this License.

6. **No Duty of Licensor to Repair and/or Maintain.** Licensor shall have no duty to repair, maintain, or improve the License Area or keep it in any sort of condition or repair. If, however, Licensor does undertake to repair, maintain, or improve the License Area, Licensor shall have the right to require reasonable financial contributions from Licensee.

7. **Covenants, Conditions, and Restrictions.** Licensee's use of the License Area is subject to all of the following covenants, conditions, and restrictions (in addition to all others set forth in this License Agreement):

a. **No Improvements.** No facilities, improvements, personal property, fixtures, buildings, structures, or any similar classification of property (collectively, "Improvements") may be placed on or around the License Area by Licensee without Licensor's prior written consent which may be withheld in Licensor's sole and absolute discretion.

b. **Licensee's Obligations to Keep License Area in Good Condition and Repair.** Licensee shall, at all times during the Term and at its expense, keep and maintain the License Area in a good and safe condition and shall ensure that the License Area does not have any unsafe conditions or hazards.

c. **Compliance with Rules and Laws.** Licensee shall promptly and at its sole expense comply with any requirements, rules, and regulations imposed by Licensor in connection with the use of the License Area. Licensee, shall, at Licensee's sole expense, at all times comply with all laws, rules, and regulations in connection with its use of the License Area.

d. **Conditions of Use.** Licensee shall comply with and satisfy such additional conditions for use and development, installation, and operation of Licensee's Improvements, and continued use of the License Area, as set forth in Exhibit D attached hereto and made a part hereof ("Conditions of Use").

8. **Hazardous Materials.** Without limiting the generality of any provisions of this License, Licensee shall not handle, use, accumulate, generate, dispose of, permit the presence, release or spill of, deposit, store, produce, transport or otherwise handle (said terms collectively being defined herein as "Use") any Hazardous Materials on the License Area. Licensee shall not violate any Legal Requirement or applicable Environmental Laws (as hereinafter defined)

applicable to the Licensor's Property or Licensee's use and occupancy of the License Area, and Licensee shall fully comply with all such Legal Requirements and Environmental Laws during the entire term of the License. Licensee expressly assumes all liability for any violation of the provisions of this Section 8 and of any Legal Requirements or Environmental Laws.

Without limiting the generality of other provisions of this License, Licensee shall indemnify, defend, and hold harmless Licensor and Licensor's officers, directors, employees, contractors, and agents (collectively, "**Licensor's Agents**") from and against all actual and potential Claims, costs, damages, penalties, expenses, injunctive relief, or causes of action, and any diminution in value in the License Area arising from Licensee's or Licensee's Agents' actions related to the following: (a) the release, discharge, spilling, leaking, or emitting of any Hazardous Material or Hazardous Substance from or onto the License Area; (b) any handling, accumulation, use, generation, presence of, deposit, storage, production, or transportation or any other Use of any Hazardous Materials on the License Area; and (c) any other violation of the provisions of this Section 8. The foregoing indemnification obligation applies also to all foreseeable and unforeseeable Claims and costs, any residual contamination affecting any natural resource or the environment, and the costs of any required or necessary investigation, assessment, testing, remediation, repair, cleanup, or detoxification of the License Area.

"**Hazardous Material**" or "**Hazardous Substance**" means and includes any and/or all of the following: (a) any of the substances, materials, elements, or compounds that are contained in the list of hazardous substances or materials or related lists or classifications adopted by the United States Environmental Protection Agency ("EPA") from time to time and/or the list of toxic pollutants or related lists or classifications designated by the United States Congress or the EPA from time to time; (b) any substances, materials, elements, or compounds affected by or regulated by any Environmental Laws as defined below; (c) any substances, materials, elements, or compounds that pose a risk to human or species health or the environment; (d) petroleum and/or its derivatives and products, asbestos and/or polychlorinated biphenyls (PCBs); and (e) any flammable or other explosives, radioactive materials, corrosive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, infectious materials or any other related substances, materials, elements or compounds as defined in (or affected or regulated by) any of the following (all of the following collectively being referred to as "**Environmental Laws**"): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 et. Seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1321, et. Seq.), the Federal Clean Air Act, as amended (42 U.S.C. § 7401, et. Seq.), the Toxic Substance Control Act, as amended (15 U.S.C. § 2601, et. Seq.), the Solid Waste Disposal Act, as amended (42 U.S.C. § 6991, et. Seq.), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. § 136, et seq.) and/or in the regulations adopted and publications promulgated pursuant to any of the foregoing, and/or any other federal, state, or local environmental law, statute, ordinance, code, rule, regulation, judgment, or decree now enacted or enacted after this date relating to pollution, toxins, hazardous materials, hazardous substances, protection of human and species health, and/or the environment, as any of the same may now or in the future be amended, supplemented, or modified.

"**Legal Requirements**" shall collectively refer to all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, or licenses which now or at

any time hereafter may be materially applicable (a) to the License Area or Licensors Property; (b) to any material use or condition of the License Area, Licensors Property, or any part thereof; or (c) to Licensee's use and occupancy of the License Area. The Legal Requirements shall include, without limitation, all Environmental Laws as defined herein.

The provisions of this Section 8 shall survive the termination or expiration of this License.

9. **Indemnification.** Without limiting the generality of the provisions of Section 8, Licensee agrees to indemnify, defend, and hold Licensors officers, directors, employees, successors, heirs, and assigns (collectively, "Licensors Agents") harmless from and against any and all suits, claims, demands, actions, proceedings, judgments, injuries, personal property damage, penalties, liabilities, damages, losses, costs, or expenses of any kind or nature whatsoever including without limitation attorneys fees and related costs (all of the foregoing collectively being referred to herein as "Claims") arising directly or indirectly, in whole or in part, out of any of the following: (a) any violation of this License Agreement by Licensee or any agents, contractors, subcontractors, independent contractors, visitors, employees, licensees, invitees, or guests of Licensee (collectively, "Licensees Agents"); (b) any action (or failure to act), activities, uses and/or occupancy by Licensee and/or Licensees Agents in, on, or about License Area or any areas surrounding License Area and Licensors Property owned by Licensors ("Surrounding Areas"); (c) the exercise by Licensee or Licensees Agents of any rights hereunder; (d) any personal injury, death, or damage to property arising in connection with the use or occupancy of the License Area caused or suffered by Licensee or Licensees Agents; and (e) any hazardous or unsafe activities conducted by or conditions created by Licensee or Licensees Agents at, on, or about Licensors Property. The provisions of this Section 9 shall survive the termination, revocation, or expiration of this License Agreement.

10. **Insurance.**

a. Licensee (and all of Licensees Agents, as a condition to using the License Area) shall maintain, at all times during the term of this License, at least the following insurance:

(i) General Liability Insurance covering the License Area, including (a) bodily injury liability and (b) property damage liability, with a combined single limit of not less than Two Million Dollars (\$2,000,000) each occurrence and in the aggregate. Such insurance shall provide for occurrence-based coverage and shall have such other terms, conditions, and endorsements of coverage as are deemed prudent by Licensors from time to time, including, without limitation, a pesticide application endorsement.

(ii) Automobile Liability Insurance with a combined single limit of at least Two Million Dollars (\$2,000,000).

(iii) Licensee shall also be responsible for insuring its personal property located on the Licensors Property against perils covered by a fire and extended coverage property damage policy; Licensors shall not be liable to Licensee for any loss or damage to Licensees Property, and there shall be no subrogated claim by Licensees insurance carrier against Licensors. Licensee shall obtain from its insurer a waiver of subrogation in favor of Licensors.

b. Licensee shall cause each of its agents, independent contractors and subcontractors entering on the Licensor's Property to maintain, at all times during the term of this License, at least the following insurance:

(i) Commercial General Liability Insurance, including (a) bodily injury, (b) property damage, (c) contractual liability coverage covering its obligations of indemnity and defense, and (d) personal and advertising injury with a combined single limit of not less than Two Million Dollars (\$2,000,000) each occurrence and in the aggregate. Such insurance shall provide for occurrence-based coverage and shall have such other terms, conditions, and endorsements of coverage as are deemed prudent by Licensor from time to time.

(ii) Workers' Compensation Insurance and Employer's Liability Insurance of not less than One Million Dollars (\$1,000,000). When permitted by law, the insurance policies required under this Section 10 shall contain waivers of the insurer's subrogation rights against Licensor. Licensee shall reimburse Licensor for any costs (including tax audit assessments) incurred as a result of utilizing Licensee's agents, independent contractors, and/or subcontractors who are not recognized as insured by the state of Idaho.

(iii) Automobile Liability Insurance with a combined single limit of at least Two Million Dollars (\$2,000,000).

Insurance required under this Section 10 shall: (1) be issued on a U.S. policy by one (1) or more carriers acceptable to Licensor and licensed to do business in the state where services are rendered; (2) name Licensor as an additional insured or loss-payee, as its interests may appear; (3) not be able to be canceled or materially changed unless Licensor is given written notice of such cancellation or change at least thirty (30) days in advance; (4) provide for severability of interests; and (5) provide primary coverage. Prior to Licensee's use or occupation of the License Area, Licensee shall provide Licensor with a Certificate of Insurance evidencing the coverage required hereunder, mailed in accordance with Section 13 below.

11. **Licensee's Agents.** All of Licensee's Agents shall use the License Area only in strict accordance with all of the terms and conditions of this License and Licensee shall be liable for any failure of Licensee's Agents to abide by the same and such failure shall constitute a breach of this License Agreement by Licensee.

12. **No Agency or Partnership.** This License Agreement shall not be construed or deemed to create or give rise to any partnership, joint venture, agency, or employer-employee relationship between the parties hereto.

13. **Notices and Delivery.** Any notice, demand, request, consent or approval given under this License Agreement shall be in writing and shall be deemed given and delivered on the date when personally delivered or, if mailed, four (4) days after deposit in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the appropriate party at the address set forth below:

LICENSOR:

Idaho Power Company
Corporate Real Estate – Plaza 2
P.O. Box 70 (83707)
1221 W. Idaho St
Boise, ID 83702
Phone: (208) 388-2200

LICENSEE:

Falls View Cemetery Maintenance District
P.O. Box 778
American Falls, ID 83211
Phone: (208) 226-5417

The above addresses for Licensor and Licensee shall be effective unless and until changed by written notice given to the other party. The parties acknowledge and agree that the phone numbers and email addresses provided above are for convenience purposes only but that notices hereunder must be personally delivered or mailed as provided above.

14. Assignment or Transfers. This License shall not be assigned or transferred, nor shall any portion of said License Area be sublet, by Licensee without Licensor's prior written consent which consent shall not be unreasonably withheld.

15. Default. Licensee shall be deemed in default under this License if any of the following shall occur:

a. Licensee fails to comply with any of the covenants, terms, or conditions of this License, and such failure continues for twenty (20) days after Licensee's receipt of written notice thereof from Licensor, provided however that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Licensee shall not be deemed to be in default if Licensee, within such 20-day period, commences cure of such default and thereafter diligently prosecutes the same to completion;

b. Licensee assigns this License or any interest herein or sublets all or any part of the License Area without Licensor's prior written consent; or

c. Licensee abandons the License Area.

16. Remedies. In the event of any default by Licensee, Licensor shall have the right to terminate this License, in which case the provisions of Section 3 (Term) above will apply.

17. Relocation. If Licensor, in its sole and absolute discretion, wishes to develop the License Area or Licensor's Property or change the operation or use of the same or relocate any facilities currently existing on Licensor's Property and such development or change or relocation necessitates, in Licensor's reasonable opinion, the relocation of Licensee's Improvements, then Licensor shall give Licensee ninety (90) days prior written notice of the need for such relocation ("**Relocation Notice**"). Licensee shall, at Licensee's sole expense, relocate Licensee's Improvements (and fully restore the License Area to the condition that existed prior to the commencement of this License, reasonable wear and tear excepted) within such 90 day period to an alternate location on Licensor's Property acceptable to Licensor. Upon such relocation, the parties shall amend this License to change the definition of the License Area to the relocated site. Licensee's obligations, to include any license fees, shall not

be suspended or abated in the event of any relocation of Licensee's Facilities, nor shall Licensor be liable for any interference with Licensee's operations as a result of relocation.

18. Miscellaneous.

a. **Severability.** If any provision of the License Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this License Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this License Agreement have full power and authority, to execute and deliver this License Agreement, and that this License Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This License Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

c. **Waivers.** No provision of this License Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this License Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this License Agreement.

d. **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the State in which the License Area is located.

e. **Attorneys' Fees and Costs.** In the event of any litigation between the parties to this Agreement in connection with the interpretation or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees, and all other litigation related expenses, including, without limitation, court costs, expert fees, investigation, discovery, and travel fees (whether incurred at the trial, appellate or administrative level). All such fees shall be deemed to have accrued as of the commencement of such action and shall be in such amounts as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such litigation.

f. **Survival.** Terms and conditions of this License Agreement, which by their sense and context survive the termination, cancellation, or expiration of this License Agreement will so survive.

g. **Entire Agreement; Amendments.** This License Agreement constitutes the entire agreement and understanding between the parties regarding Licensee's use of the License Area and supersedes all prior and contemporaneous offers, negotiations, and other agreements concerning the subject matter contained herein. There are no representations or

understandings of any kind not set forth herein. Any amendments to this License Agreement must be in writing and executed by duly authorized representatives of both parties.

h. **No Presumptions Regarding Preparation of License Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this License Agreement. Accordingly it is the intention and agreement of the parties that the language, terms, and conditions of this License Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this License Agreement.

i. **Section Headings.** The headings and captions of the paragraphs and sections of this License Agreement, and table of contents and/or index if included, are for convenience and reference only and in no way define, describe, or limit the scope or intent of this License Agreement or any of the provisions hereof.

j. **Exhibits.** All exhibits referenced herein are attached to the License Agreement and incorporated into the terms of the License Agreement.

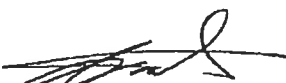
IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first set forth above.

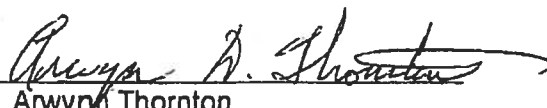
LICENSOR:

LICENSEE:

IDAHO POWER COMPANY,
AN IDAHO CORPORATION

FALLS VIEW CEMETERY MAINTENANCE DISTRICT

By: 
Ivan Sim
Corporate Services Director

By: 
Arwyn Thornton
Chairman

Date: 4/7/17

Date: 4-8-2017

LIST OF EXHIBITS:

- Exhibit A – Description of Licensor's Property
- Exhibit B – Description of Licensee's Property
- Exhibit C – Description of License Area
- Exhibit D – Conditions of Use

EXHIBIT A
Licensors's Property

Licensors's real property located in Section 31, Township 7 South, Range 31 East, Boise Meridian, Power County, Idaho, being more particularly described below:

A part of Lot 2 of Section 31, Township 7 South, Range 31 East, Boise Meridian, described by metes and bounds as follows:

Beginning at the Northeast corner of said Lot 2 which is the true point of beginning;

Thence North $89^{\circ} 54'$ West a distance of 1382.7 feet;

Thence South $6^{\circ} 01'$ East a distance of 413 feet;

Thence North $88^{\circ} 16'$ East a distance of 1339.1 feet to the East boundary of said Lot 2;

Thence North along the East boundary of said Lot 2 a distance of 371.4 feet to the place of beginning.

End of description.

EXHIBIT B

Page 1 of 2

Licensee's Property

All those certain lots, pieces or parcels of land situate, lying and being in the County of Power, State of Idaho, bounded and more particularly described as follows, to wit:

A strip of land for a public highway, over and across a portion of Lot 2, section 31, township 7 south, range 31, E.S.M., described as follows: Beginning at a point 35 feet west and 569.14 feet north from the south-east corner of said Lot 2; thence west 738 feet; thence north 50 feet; thence east 738 feet; thence south 50 feet to the point of beginning, - And the following described tract, to-wit:

Beginning at the point of intersection of the South line of Lot 2, Section 31, Township 7, South, Range 31, East Boise Meridian with the East shore of Snake River, 1285 feet West of the Southeast corner of Lot 2, Section 31, Township 7, South, Range 31, East Boise Meridian; running thence East 514 feet; thence North 622 feet; thence West 448 feet more or less to intersection of East Bank of the Snake River; thence in a Southwesterly direction along the East bank of said river 665 feet more or less to point of beginning, containing 7.74 acres more or less, - And the following described land, to-wit:

A strip of land connecting the above piece of land with Pine Street described as follows: Beginning at the Northeast corner of the above described piece of land, running thence east 240 feet; thence south 25 feet; thence West 240 feet; thence North 25 feet to place of beginning. All of the above described property in Lot 2 of Section 31, Township 7, South, Range 31, East of Boise Meridian: -

Excepting therefrom the following described land, to-wit:

A parcel of land beginning at the point of intersection of the south line of Lot Two (2) Section thirty-one (31) Township Seven (7) South, Range thirty-one (31) E.S.M., with the east shore of Snake River, 1284 feet west of the southeast corner of Lot Two (2) Section, Township and Range aforesaid, thence running east 514 feet; thence north 329 feet; thence west 480 feet more or less to the intersection of the east bank of the Snake River in said Section, Township and Range aforesaid; Thence in a southwesterly direction along the east bank of said Snake River 325 feet more or less to the point of beginning, containing 3.74 acres.

A parcel of land beginning at the point of intersection of the south line of lot Two (2) Section Thirty-one (31) Township Seven (7), South, Range Thirty-one (31) E.S.M., with the east shore of Snake River, 1284 feet west of the southeast corner of Lot Two (2) Section, Township and Range aforesaid, thence running east 514 feet; thence north 329 feet; thence west 480 feet more or less to the intersection of the east bank of the Snake River in said Section, Township and Range aforesaid; Thence in a southwesterly direction along the east bank of the said Snake River 325 feet more or less to the point of beginning, containing 3.74 acres.

Actual consideration less than \$50.00. Hence no revenue stamps required.

EXHIBIT B

Page 2 of 2

Licensee's Property

And as defined as the territory of the Falls View Cemetery Maintenance District, described as follows:

"Beginning at northwest corner of northwest quarter of Section 33, Twp. 6, So., R. 30, E.B.M.; Thence south one mile to southwest corner of southwest quarter of Section 33, Twp. 6, So., R. 30, E.B.M.; thence east one-fourth mile to northeast corner of northeast quarter of Section 5, Twp. 7, So., R. 30 E.B.M.; Thence south 10 and 1/8 miles to intersection of the north bank of the Snake river; Thence in a southwesterly direction along the said north bank of the Snake River to intersection with the east line of section 1, Twp. 9, So., R. 20, E.B.M.; Thence south one mile to southwest corner of northwest quarter of Section 7, Twp. 9, So., R. 30 E.B.M.; Thence east six miles to southeast corner of northeast quarter of section 12, Twp. 9, So., R. 30 E.B.M.; Thence South two miles to southwest corner of the northwest quarter of Section 19, Twp. 9, So., R. 31 E.B.M.; Thence east two and one-half miles to southeast corner of the northwest quarter of Section 21, Twp. 9, So., 31 E.B.M.; Thence north one-half mile to northwest corner of northeast quarter, of section 21, Twp. 9, So., R. 31, E.B.M.; thence east five and one-fourth miles to intersection with west line of Fort Hall Indian Reservation; Thence north along said west line of Reservation approximately 16 miles to intersection with South line of Section 29, Twp. 6, So., R. 32, E.B.M., Thence west twelve miles to place of beginning.

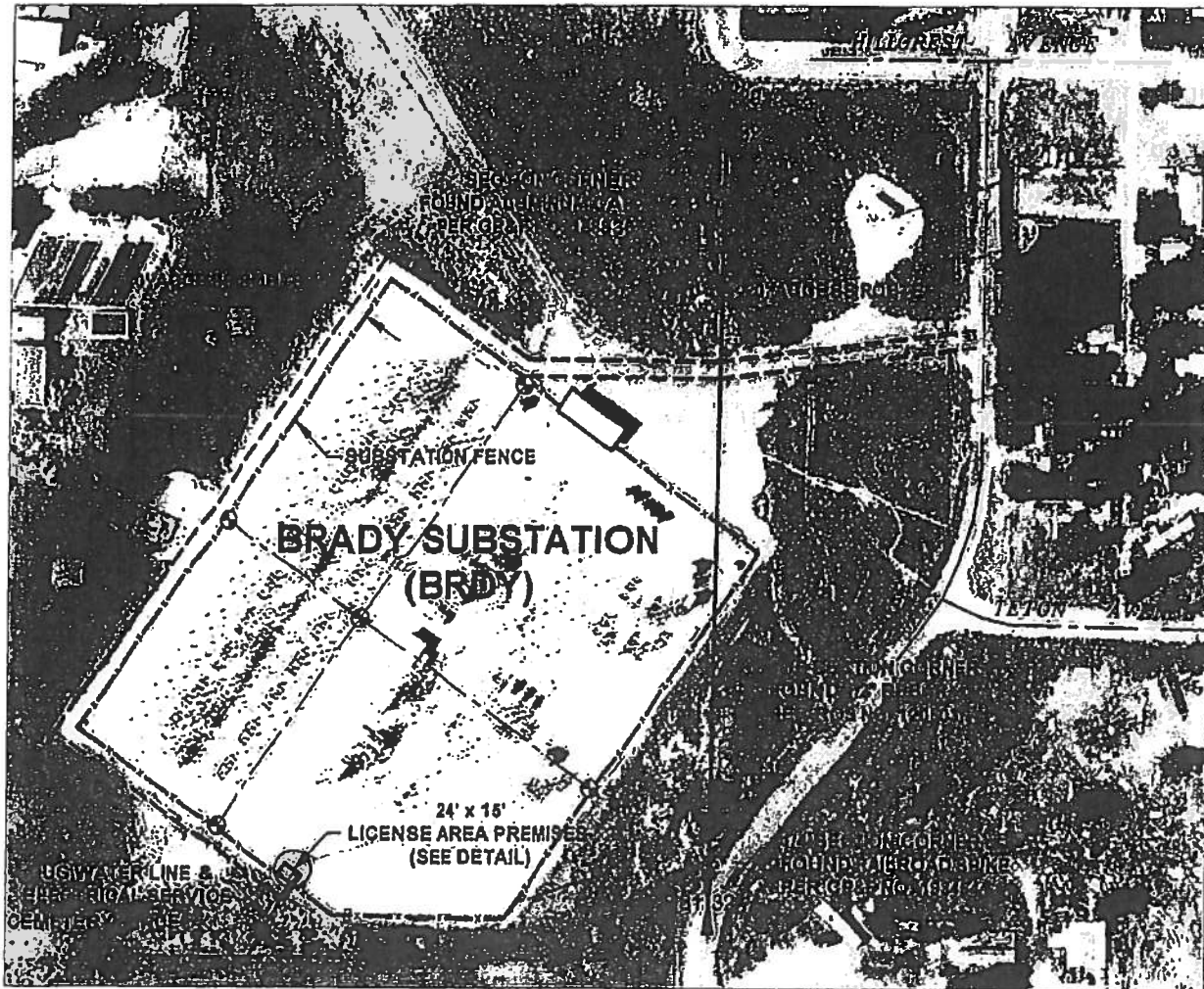
EXHIBIT C

Page 1 of 2

License Area

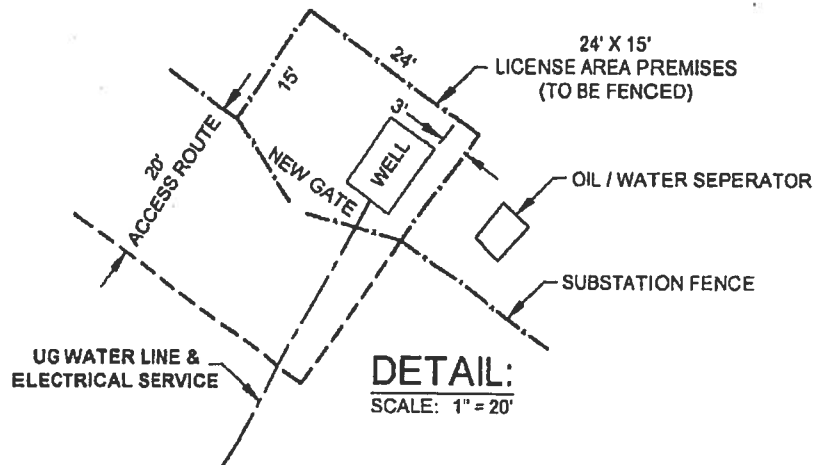
[Refer to attached drawing.]

EXHIBIT C



LEGEND:

- FOUND 1/2" REBAR
- ⊕ FOUND IPCO MONUMENT



DETAIL:
SCALE: 1" = 20'

NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.

DS.XXX	SCALE: 1"=200'	DATE: 01APR2017
DR.TRH		
SV.TRH	SHT. 4/4	WO No. 27477345

BRADY SUBSTATION LANDS
FALLS VIEW CEMETERY IRRIGATION PUMP STATION
POWER COUNTY, IDAHO
SEC.31 & 32, T.07S., R.31E., B.M.



EXHIBIT D

Page 1 of 2

Conditions of Use

1. **Soil Disturbance/Revegetation.** During the Term of this License, if Licensee's activity on the Property or the License Area results in disturbed soils and/or plant damage, Licensee shall, at Licensee's sole cost and expense, reseed any disturbed areas using a planting/seed mix approved by Licensor and in a manner approved by Licensor. Licensor, at Licensor's sole discretion, may require Licensee to develop and implement a revegetation plan that is acceptable to Licensor. To facilitate revegetation, Licensee shall stockpile material excavated during maintenance activities and shall use said material as backfill for the excavated area. Excess material that is not used as fill shall be recontoured and revegetated to Licensor's specifications or removed from Licensor's Property to an approved dumping location. Should Licensee's revegetation efforts for any disturbed area fail, Licensee, upon receipt of an invoice from Licensor, agrees to reimburse Licensor for Licensor's time and materials used for revegetation.
2. **Storage on License Area.** Licensee shall not store building, construction and/or pumping materials or machinery on the License Area. Licensee shall dispose of all materials or other spoils associated with Licensee's construction, operation, maintenance or repair of the License Area and Licensee's Improvements, outside the License Area and Licensor's Property.
3. **Weed and Noxious Weed Control.** Licensee, at its sole cost and expense, shall be responsible for maintenance and upkeep of the License Area, to include the control of weeds and noxious weeds in accordance with local, state and federal laws and regulations. Licensor is available to assist with the control noxious weeds on the License Area provided Licensee requests Licensor's assistance to control noxious weeds and pays Licensor for all time and materials costs.
4. **Cultural Resource Protection.** Licensee shall comply with the following stipulations for the protection of cultural resources on the License Area and Licensor's Property:
 - a. Licensee shall restrict all construction, operations, maintenance, and repair activities to the License Area and Access Road.
 - b. Subsequent to installation of Licensee's Improvements, Licensee's activities for the continued operation, maintenance and repair of Licensee's Improvements within the License Area shall be limited to pedestrian and vehicular access (excluding heavy or tracked equipment unless heavy or tracked equipment is necessary to repair, replace or re-construct any of Licensee's Improvements during the term of this License, in which case Licensee will obtain Licensor's prior approval for each such use).
 - c. Any modification, alteration, or addition to Licensee's Improvements shall require advance approval by Licensor. Licensee agrees to request Licensor approval for any modification, alteration, or addition to Licensee's Improvements or change of use of the License Area by submittal of a proposal to Licensor. The scope of Licensee's proposal may require additional cultural resources investigations within the License Area which may increase the time necessary for project approval.
 - d. If in the course of carrying out allowed activities (section 5b, above), or activities proposed and approved hereunder, should Licensee observe cultural materials (i.e.: stone tools, pottery, human skeletal remains, buried archaeological features of any type (fire pits, hearths, anthropogenic soils, ash or soil stains), or other prehistoric or historic artifacts), Licensee shall immediately cease all activity in the area of the discovery and shall notify Licensor's Cultural Resource Manager at (208) 388-

2200. Licensee and Licensee's Agents may not resume work in the area of any such discovery until Licensor's Cultural Resource Manager grants clearance to proceed, in writing.

5. **Power Line Installation.** To protect waterfowl and other avian species, all above ground distribution power lines to the License Area and Licensee's Improvements shall incorporate any necessary standard avian protection measures, which shall include, but may not be limited to, avian deflectors.

6. **Pump Facility Standards.** Licensee's Improvements shall be installed, maintained and operated according to the following standards:

a. Licensee shall ensure that earthwork and/or soil disturbance is kept to a minimum and excavated material is returned to the disturbed or excavated location as backfill. Licensee shall recontour and revegetate to Licensor's specifications all excavated material that is not used as fill, or shall cause same to be removed from Licensor's Property to an approved dumping location.

b. If submersible irrigation pump facilities are used, the electrical installation shall comply with state plumbing and electrical codes.