

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

This is to certify that: **TELFORD LANDS LLC**
1450 W HWY 24
PAUL ID 83347
(208)431-5957
telfordsunvalleyseed@gmail.com

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	Priority Date	Source	Tributary	Leased Rate	Annual Leased Volume	Total Leased Acres
34-618	9/1/1884	Big Lost River	Sinks	0.42 cfs	NA	18.1 ac
34-7179	4/6/1982	Ground Water	NA	0.02 cfs	NA	18.1 ac
Total Annual Combined Limit				0.44 cfs	63.4 af	18.1 ac

Water Right	Priority Date	Source	Tributary	Leased Rate	Annual Leased Volume	Total Leased Acres
34-7179	4/6/1982	Ground Water	NA	0.34 cfs	154.4 af	NA
34-2330B	6/1/1977	Ground Water	NA	0.23 cfs	55.9 af	16.0 ac
34-7077	9/5/1974	Ground Water	NA	1.04 cfs	91.2 af	25.0 ac
34-7080B	9/23/1974	Ground Water	NA	0.69 cfs	130.4 af	37.3 ac
34-7092	1/14/1975	Ground Water	NA	1.56 cfs	289.5 af	82.7 ac
34-7121A	1/9/1976	Ground Water	NA	0.06 cfs	22.0 af	37.3 ac
34-7121B	1/9/1976	Ground Water	NA	0.49 cfs	144.1 af	41.2 ac
34-12376	6/1/1977	Ground Water	NA	0.16 cfs	39.9 af	11.4 ac
34-13840	4/6/1982	Ground Water	NA	0.16 cfs	32.4 af	9.3 ac
34-13842	12/17/1975	Ground Water	NA	0.06 cfs	25.6 af	18.2 af
Total Annual Combined Limit				4.82 cfs	905.1 af	276.7 ac

Water Right	Priority Date	Source	Tributary	Leased Rate	Annual Leased Volume	Total Leased Acres
34-13659	6/1/1889	Big Lost River	Sinks	0.13 cfs	NA	NA
34-13661	6/1/1896	Big Lost River	Sinks	0.13 cfs	NA	NA
Total Annual Combined Limit				0.13 cfs	19.6 af	5.60 ac

Annual Combined Lease Totals **5.26 cfs 988.1 af 276.7 ac**

Term of Rental: **January 1, 2015 to December 31, 2015**
Rental Fee: **\$1,679.77**

The fee for rental of the above-described water is \$16,797.70. Because you own the above referenced water rights you are obligated to pay ten percent (\$1,679.77) to the Department for administrative costs only. No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

Detailed water right conditions are attached.

SUPPORT DATA

W FILE # 34-618

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:

Telinda Lande by Mike Telford Mike Telford 6-11-15
Signature of Renter Printed Name and Title* Date

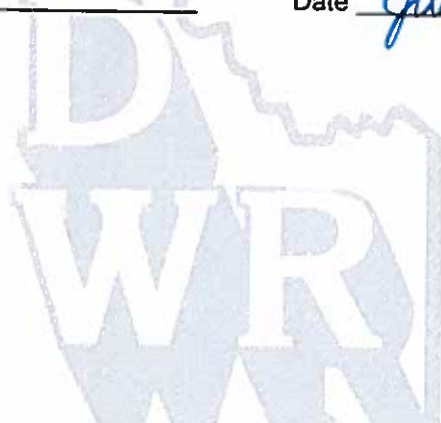
Signature of Renter Printed Name and Title* Date

*Please provide title of signatory 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 Brian Patton
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date June 16, 2015



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

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

34-618, 34-13659 and 34-13661

BIG LOST RIVER

SESE

Sec. 4, Twp 05N, Rge 26E, BUTTE County

34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-7179, 34-12376, 34-13840, and 34-13842

GROUND WATER

NWNW

Sec. 21, Twp 05N, Rge 26E, BUTTE County

GROUND WATER

NWSE

Sec. 29, Twp 05N, Rge 26E, BUTTE County

GROUND WATER

SWNE

Sec. 32, Twp 05N, Rge 26E, BUTTE County

GROUND WATER

NWSE

Sec. 32, Twp 05N, Rge 26E, BUTTE County

GROUND WATER

L3 (NENW)

Sec. 5, Twp 04N, Rge 26E, BUTTE County

GROUND WATER

L2 (NWNE)

Sec. 4, Twp 04N, Rge 26E, BUTTE County

GROUND WATER

L2 (NWNE)

Sec. 4, Twp 04N, Rge 26E, BUTTE County

GROUND WATER

SWSW

Sec. 1, Twp 03N, Rge 26E, BUTTE County

GROUND WATER

NWNW

Sec. 1, Twp 03N, Rge 26E, BUTTE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

4/1 to 10/31 34-2330B, 34-12376, 34-13840

4/1 to 11/01 34-7077, 34-7080B, 34-7121B, 34-7179, 34-13842

4/15 to 10/15 34-7092, 34-7121A

5/1 to 10/15 34-618, 34-13659, 34-13661

RENTER'S PLACE OF USE:

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13N	26E	14					39	36	40	40	40	40	40	40					315
		15	39	40	40	40	39	39	40	40	40	40	40	40	40	40	40	40	637
		16	39	39	40	40									40	40	39	39	316
		22	40	40	40	40	40	40	40	40									320
		23	40	40	40	40					40			33	39	40	40	40	392

Total Acres: 1,980.0

Acre Limit: 276.7

CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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.
11. This rental agreement does not authorize the construction of a well.
12. **The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.**
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
14. Use of water under this agreement 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. 34.
15. Rights 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-7179, 34-12376, 34-13840, and 34-13842 may only be rented for use as a supplemental right in conjunction with a primary surface water right.
16. Rights 34-618, 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-7179, 34-12376, 34-13659, 34-13661, 34-13840, and 34-13842 are delivered through the Moore Diversion and/or the Timberdome Canal.
17. The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the land authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
18. Should all or any portion of water right nos. 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-12376, 34-7179, 34-13840, and 34-13842 ever be curtailed as a result of a delivery call, the irrigated place of use for water right nos. 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-12376, 34-13840, 34-13842 (all describing a place of use of 258.6 acres) and water right no. 34-7179 (276.7 acres) shall be reduced by the number of irrigated acres authorized to be irrigated by the individual water right that is curtailed.

CONDITION APPLICABLE TO RIGHT 34-618

19. The of use for irrigation described above may be extended in seasons of unusual period characteristics to a beginning date of 04/20 and an ending date of 10/31 at the discretion of the Director of the Idaho Department of Water Resources.

CONDITIONS APPLICABLE TO RIGHT 34-7092

20. The period of use for the irrigation described in this approval may be extended to a beginning date of 4/1 and an ending date of 10/31 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/15 and after 10/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 7/15/2002.

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

DEC 15 2014

DEPARTMENT OF
WATER RESOURCES

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Telford Lands LLCMailing Address 1450 W. Hwy 24, Paul, ID 83347Phone (208) 431-5957Email telfordsunvalleyseed@gmail.com**A. DESCRIPTION OF WATER SOUGHT FOR RENT**

1. <u>Maximum Flow Rate (cfs)</u>	<u>Maximum Volume (ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>5.18 cfs</u>	<u>968.5 AF</u>	<u>Irrigation</u>	<u>4/1</u> to <u>10/31</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
Total: <u>5.18 cfs</u>	<u>968.5 AF</u>		

2. Source of water Big Lost River and Ground water tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	¼	¼	¼	County
							SEE ATTACHMENT

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
			SEE	ATT	ACH	ED	PO	U S	PRE	DS	HEE	T							
			No	new	acre	s wil	I be	irr	iga	ted.									

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 1980**B. OWNERSHIP**

1. Do you own the land at the proposed point of diversion?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. _____

2. Do you own the land at the proposed place of use?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use. _____

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
Wells and pumps into ditch system, and Moore Canal for the Big Lost River water rights.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
34-618, 34-7179, 34-2330B, 34-7077, 34-7080B, 34-7092, 34-7121A, 34-7121B, 34-12376, 34-13840, 34-13842, 34-13659, and 34-13661.
3. Will the proposed place of use receive water from any other source? Yes ☒ No ☐
If yes, describe. From the water rights already appurtenant to the above-described place of use (Water Right Nos. 34-2459, 34-2460, 34-2461, 34-2462, 34-10925, 34-7037, and 34-7138).
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. n/a
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒
If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe. _____

E. RENTAL TERM

- Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐
If yes, please specify the number of years desired through proposed rental. 5 years

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.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. The Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Signature of Applicant
Robert L. Harris
Signature of Applicant

Printed Name and Title*
Robert L. Harris, Attorney
Printed Name and Title*

Date
Dec. 9, 2014
Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

RENTAL proposed Points of Diversion	Comments
NWSESE, 5N, 26E, Sec. 4	This POD is the <u>same</u> surface water POD as the companion lease application water rights. Surface water diversion (diversion of surface water at this point will stay the same--water will go from the end of the delivery system over to the former Isom farm.
L2(NENWNE) 4N, 26E, Sec.4 (Dad's Place Well) L3 (NENENW), 4N, 26E, Sec. 5 (Niederer well) SWNWNW, 5N, 26E, Sec. 21 (Burnett Well) SENWSE, 5N, 26E, Sec. 29 (Babcock Well) SESWNE, 5N, 26E, Sec. 32 (N. McAfee Well) SENWSE, 5N, 26E, Sec. 32 (S. McAfee Well) L2(NWNWNE) 4N, 26E, Sec.4 (River 2 Well)	These PODs are the <u>same</u> as the PODs in the companion lease application water rights. Water will still be diverted from these wells, but will go to supplant already irrigated acres on Telford's other farm (the former Isom farm) through the end of the delivery system over to the former Isom farm. The River 2 well is in the process of being drilled.
✓SWSESW, 3N, 26E, Sec. 1 (the "Big Hole") NWNWNW, 3N, 26E, Sec. 1 (Mark's Well)	This Big Hole is a new POD developed from a previously existing well. Mark's well was previously developed under Permit No. 34-2486

TELFORD RENTAL PLACE OF USE

[illegible]

WATER BANK AMOUNTS

Welder Right No.	Individual Displacement Limitation (204) 1300% of TOTAL	Combined Displacement Limitation (204) 1300% of TOTAL	Individual Volume Limitation (204) 1300% of TOTAL	Combined Volume Limitation (204) 1300% of TOTAL	Individual Arc Limitation (204) 1300% of TOTAL	Total Percent of Use of 1300% of TOTAL
34-018	0.42	0.44	776	62.50	18.11	274.70
34-173 (overrun)	0.02		776		none	
34-170 (overrun)	0.34		154.44		15.90	
34-23000	0.23		56.80		28.00	
34-7077	1.04		81.19		37.26	
34-70000	0.89		130.40	37.26		
34-7062	1.50		289.23	62.72		
34-7121A	0.08	4.82	22.02	37.26		
34-7121B	0.49		144.08	41.17		
34-12376	0.16	4.82	36.90	892.87	11.40	
34-13840	0.16		32.37		9.25	
34-13842	0.06		25.56		16.24	
34-13869	0.13	None	None	18.67	5.80	
34-13901	0.13	None	None			
TOTALS	5.50	5.50	995.39	995.06	302.02	274.70

0.130

The deviation into brackets for 34-018 and the portion of 34-7179 was calculated after review of the preliminary order approving the prior transfer.

**Attorney Roster Search - Individual Attorney Result
(as of 11/14/14)****Robert Lynn Harris**

Address: PO Box 50130
Idaho Falls, ID 83405
Firm: Holden, Kidwell, Hahn & Crapo, PLLC

Phone: (208) 523-0620 Ext.
FAX: (208) 523-9518

E-Mail Address: rharris@holdenlegal.com
Website Address: www.holdenlegal.com

ISB Membership Number: 7018
Admittance Date: Sep/30/2004
Status: Active

Address Change Form

The information above is based on the Idaho State Bar records as of the date listed above. To send us an update on your own listing, please use the online Address Change Form or send an email to the Licensing Department. Please notify the Licensing Department if you find that another attorney's information is incorrect. Questions on attorney status and good standing should also be directed to the Licensing Department at (208) 334-4500.

Current Status Definitions

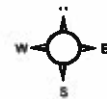
Contact the Bar Counsel's Office at (208) 334-4500 to request a disciplinary history on an attorney.

Information on former members of the Idaho State Bar is limited to name, admission date and status. The online records include former members going back to approximately 1994. Records on former members from before 1994 are not available online. Please contact the Licensing Department for more information on former members.

P.O. Box 895 Boise Idaho 83701 ph (208) 334-4500 fax (208) 334-4515

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TELFORD LANDS LLC WATER BANK RENTAL



Prepared by:
Robert L. Harris
Sept.29, 2011

0 2,700 5,400 10,800 Feet

