

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

RECEIVED
AUG 04 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: **JEFF DUFFIN**
PO BOX 525
ABDERDEEN ID 83210
(208) 221-1115

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	Rented Rate	Rented Volume	Acre Limit	Rented Acres
35-2543	08/07/1958	Ground water		1.65 cfs	700 af	NA	175 ac

Annual Combined Rental Totals

1.65 cfs 700 af NA 175 ac

Term of Rental: **April 01, 2014 to December 31, 2014**
Rental Fee: **\$1,190**

The fee for rental of the above-described water is \$1,190.

Detailed water right conditions are attached.

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:

 JEFF DUFFIN 7-30-14
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  Date August 5, 2014
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

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

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

Ground Water NW¼NW¼ Sec. 20 Twp 05S Rge 31E Bingham County

BENEFICIAL USE IRRIGATION

SEASON OF USE 04/01 TO 10/31

RENTER'S 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	
05S	31E	19				22													22
05s	31E	20					40	38	35	40									153

Total Acres: 175

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 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. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate 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.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental agreement does not authorize the construction of a well.
10. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. 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.
12. 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. 120.

13. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement formulated between the lessor and the renter. Administrative fees will be paid based on the current rental rate.





STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANKRECEIVED
JUL 11 2014
DEPARTMENT OF
WATER RESOURCES

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) Jeffrey DuffinMailing Address PO Box 525 Aberdeen, ID, 83210Phone 208-221-1115Email jeff@sunriverofidaho.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) 3.5 Maximum Volume (ac-ft) 700 Nature of Use Irrigation Period of Use 04/01 to 10/31

Total: 3.5 7002. Source of water Groundwater tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
~~05S~~	~~31E~~	~~20~~			~~SE~~	~~SW~~	Bingham
05S	31E	20			NW	NW	

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	
05S	31E	~~20~~ 18					40	38	35	40									153
05S	31E	~~20~~ 19				22													22

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

Total Acres 175

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.

Well

2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.

3. Will the proposed place of use receive water from any other source?

Yes ☐ No ☒

If yes, describe.

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.

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. E2014-498

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.

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.

Jeffrey Duffin
Signature of Applicant

Jeffrey Duffin
Printed Name and Title*

7-8-14
Date

Signature of Applicant

Printed Name and Title*

Date

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

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







State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

November 19, 2014

COPY

Jeff Duffin
PO BOX 525
ABERDEEN, ID 83210

**RE: EXPIRATION OF RENTAL AGREEMENT FOR WATER RIGHT NO(S). 35-2543
FROM THE WATER SUPPLY BANK**

Dear Renter:

This letter is to inform you that your Rental Agreement for rental of water from the Water Supply Bank has expired. You applied for the rental of water on 6 /20/2014 and the subsequent Rental Agreement authorized diversion of water under Water Right No(s). 35-2543 through the 2014 season only.

The Rental Agreement is expired, or will be expired by the end of the season of use, and the water use in connection with the rental will no longer be in effect. Any diversion or use of water associated with this rental agreement is not authorized and, if occurring, will be subject to any necessary enforcement action.

If you wish to rent water in the future, please reapply using new forms from the Department's website at www.idwr.idaho.gov. If you have any questions regarding this matter, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

c: NA



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

August 5, 2014

JEFF DUFFIN
PO BOX 525
ABDERDEEN ID 83210

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 35-2543**

Dear Renter:

Please find enclosed a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 700 acre-feet of water for irrigation of 175 acres during 2014. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

If you have any questions, please contact me at (208) 287-4918.

Sincerely,

for 

Remington Buyer
Water Supply Bank Coordinator

Enclosure(s): Rental Agreement (copy)

c: James Cefalo – IDWR Eastern Regional Office
Rob Whitney-IDWR Compliance Bureau



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 16, 2014

JEFF DUFFIN
PO BOX 525
ABDERDEEN ID 83210

RE: **APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 35-2543**

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

Dear Applicant:

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

The rental fee for this transaction is \$1,190 and has been paid by Aberdeen Springfield Canal Company.

Please sign and return this rental agreement within 14 days.

If you have any questions, please contact me at (208) 287-4918.

Sincerely,

Remington Buyer
Water Supply Bank Coordinator

Enclosure(s) Rental Agreement

MEMORANDUM

To: Water Right(s). 35-2543
From: Remington Buyer
Date: July 16, 2014
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: On June 20, 2014, the Water Supply Bank received an application to lease 700 AF (and 175 irrigable acres) of water right 35-2543 to the Bank. The application was submitted by Aberdeen Springfield Canal Company on behalf of one of their shareholders, Mr. Jeff Duffin. Mr. Duffin irrigates 175 acres within the service area of ASCC and needs to rent water through the Bank for 2014 to address Notice of Violation E2014-498. A rental application was requested of Mr. Duffin and received via email on July 9, 2014.

AUTHORITY TO FILE: The rental application was signed and submitted by Mr. Duffin. ASCC has paid the \$1,190 to cover the administrative fee for this rental (700AF x 1.70/AF). The place of use to be irrigated includes land not owned by Mr. Duffin. A lease agreement has been provided confirming Mr. Duffin's option to utilize the neighboring parcel for irrigation.

WATER RIGHT VALIDITY: Mr. Duffin will rent a portion of water right 35-2543, a valid right.

INJURY TO OTHER WATER RIGHTS: The place of use requires 4AF/AC at the headgate. As Mr. Duffin seeks to rent water sufficient to cover 175 acres, he requires a volume of 700 AF. This volume was modeled using the transfer tool, with 233 AF per trimester being diverted at the original POD and the same being transferred to the renter's POD for the 2014 rental period (spring, summer and winter trimesters). The transfer modeling did not show greater than 10% increase in depletions in any reach, nor more than 2AF/trimester change from steady state to transient state, thus transfer modeling does not indicate this rental would cause injury.

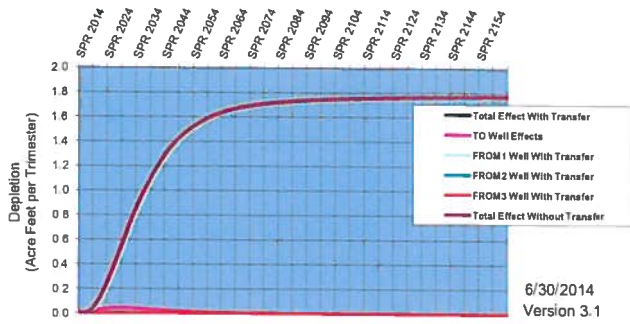
ENLARGEMENT OF USE: Because Mr. Duffin's 175 acres are completely covered by 35-2543, no enlargement will occur through rental by Mr. Duffin of this water right. The rental applicant has requested 3.5 CFS (0.02 CFS/AC) for flow but the right being rented only provides 0.009 CFS/AC. To avoid enlargement, this rental is thus conditioned to 1.65 cfs.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

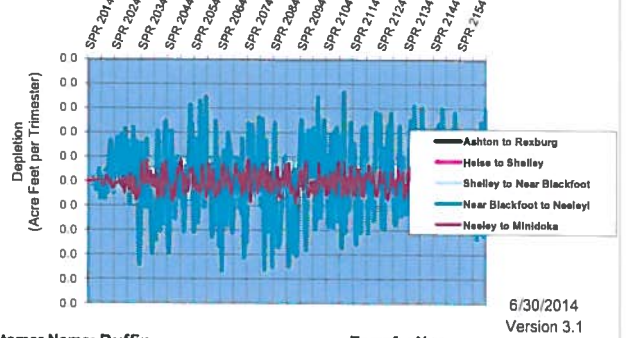
BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The rental location is within Basin 35 and Water District 120. Water District 120 Watermaster James Cefalo has no concerns with the rental.

Hydrologic Response--Ashton to Rexburg
Customer Name: Duffin Transfer No:



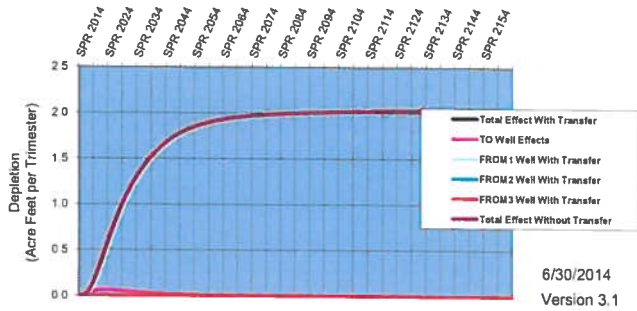
Net Transfer Effect Above Milner
(Total Effect With Transfer - Total Effect Without Transfer)



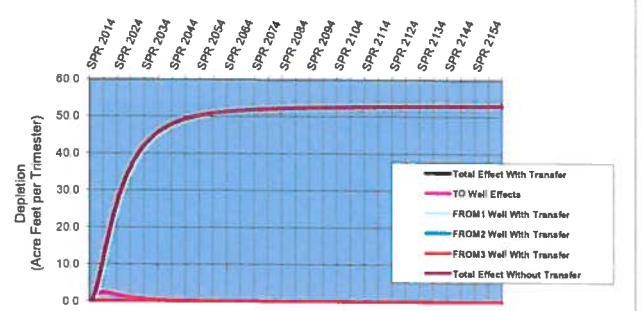
Customer Name: Duffin

Transfer No:

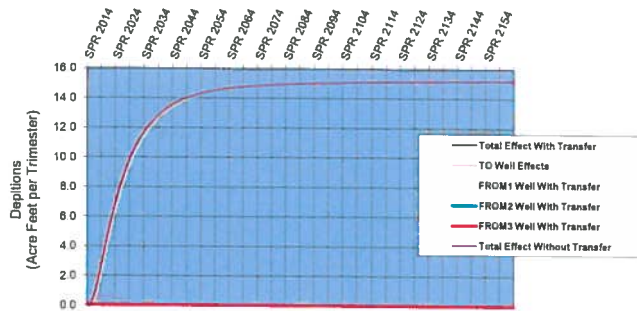
Hydrologic Response--Halse to Shelley
Customer Name: Duffin Transfer No:



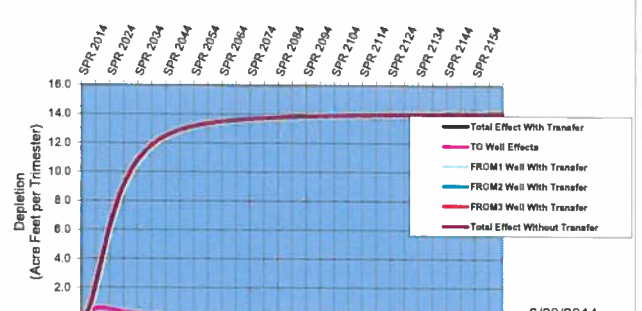
Hydrologic Response-- Near Blackfoot to Neeley
Customer Name: Transfer No:



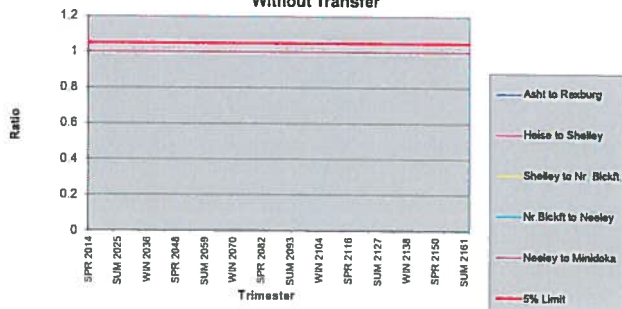
Hydrologic Response--Shelley to Near Blackfoot
Customer Name: Transfer No:



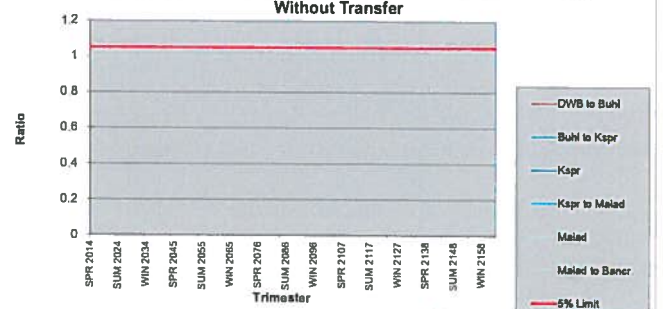
Hydrologic Response-- Neeley to Minidoka
Customer Name: Duffin Transfer No:



Change Above Milner as Ratio of Impact With Transfer to Impact Without Transfer



Change Below Milner as Ratio of Impact With Transfer to Impact Without Transfer



Buyer, Remington

From: Annette J [annettej@ascanal.org]
Sent: Wednesday, July 09, 2014 9:54 AM
To: jeff@sunriverofidaho.com; Buyer, Remington
Subject: PDF Duffin Application to Rent Water from WR35-2543
Attachments: Duffin App to Rent from WR35-2543.pdf

Remington,

The attached file is a PDF of the original application and map to rent water from the water supply bank from Jeffrey Duffin. The original will be mailed today.

Thank you,
Annette

--

Annette K. Johnson
Office Manager
Aberdeen-Springfield Canal Co.
(208) 397-4192
annettej@ascanal.org

Buyer, Remington

From: Jeff Duffin [jeffduffin33@gmail.com]
Sent: Tuesday, July 08, 2014 3:27 PM
To: Buyer, Remington
Subject: Baker / Barron lease
Attachments: Baker Barron Farm Lease-compressed.pdf; ATT00001.htm

Remington,

Here is the lease on the Baker / Barron ground. I will get you the other information in the morning.

Thanks

Jeff Duffin

Sent from my iPhone

Begin forwarded message:

From: Jeffrey T Duffin <chanaduffin@gmail.com>
Date: July 8, 2014 at 3:22:32 PM MDT
To: jeffduffin33@gmail.com
Subject: Baker / Barron lease

Farm Lease

THIS LEASE made and entered into on this 1st day of January, 2010, by and between, LAVERDA R. BARRON of Orem, Utah, and John D. Baker of Lexington Park, Maryland, hereinafter referred to as "Lessor's"; and RICHARD SCHELSKE and JEFFREY T. DUFFIN d.b.a. 3D FARMS, INC. of Aberdeen, Idaho, hereinafter called "Lessee":

WITNESSETH:

CONSIDERATION: That for and in consideration of the covenants and agreements on the part if the Lessee herein agreed to be paid, kept and performed, the prompt performance of which is a condition precedent to Lessor's obligations hereunder, the Lessor has demised and leased, and by these presents does demise and lease unto the said Lessee, subject to the termination provision hereinafter set out, the following described real property located in Bingham County, Idaho, to wit:

The E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 20, Township 5 South, Range 31, E.B.M.

That the Parties hereto agree to that this indenture is made and entered into upon the following additional terms and conditions, to wit:

TERM: That Lessor does hereby lease and demise the above-described real property unto the Lessee unless sooner terminated by default as hereinafter set out from the 1st day of January, 2010, to the 30th day of November, 2015.

That said lease will continue thereafter on a year to year basis unless Lessor gives written notice to quit the Lessee. If the Lessor desires to end this lease, they shall individually or collectively give written notice to quit by no later than September 1 of the last year of the lease, which lease shall then end on November 30th of that year.

RENTAL: Lessee, in consideration of the leasing of the premises set forth, covenants and agrees with the Lessor to, pay each year for rent of the premises above described no less than the sum of Sixteen Thousand Dollars (\$16,000) in lawful money of the United States of America per year during the terms hereof. Lessor agrees that \$8,000 of said rental shall be paid on the 1st day of March of each year during the term hereof and the remaining \$8,000 shall be paid on the 1st day of November of each year.

ADDITIONAL TERMS AND CONDITIONS: Lessor and Lessee agree that, in addition to the foregoing, this indenture is made and entered into subject to the following additional terms and conditions:

A. LESSOR AGREES:

1. To deliver possession of the real property herein-above described to Lessee as of the date specified herein for the commencement of this demise in "as is" condition and without warranty or representation as to condition or state of repair.
2. To warrant and defend Lessee's possession of the premises and allow Lessee the peaceful possession of the same provided the Lessee is not in default hereunder.
3. To retain all rights relating to acreage history and/or crop allocations acquired or maintained as a result of any crops grown upon the premises by Lessee.
4. To pay any and all real property taxes and water assessments levied or assessed against the property for the full term hereof.

B. LESSEE AGREES:

1. To accept possession of the above-described property in "as is" condition and without any warranties or other representations as to the condition or state of repair, reasonable wear and tear alone accepted.
2. To maintain a policy of comprehensive farm liability insurance in force in conjunction with Lessor for the duration of the demise, insuring Lessee's operation hereon and holding Lessor harmless from any and all liability for injury to persons or damage to property which may occur on the premises herein described.
3. To complete any and all maintenance and repairs required to the sprinkler system to be installed by Lessee at Lessee's expense.
4. To not assign or sublet any or all of the rights and privileges herein conditionally conferred unless the written consent of the Lessor is first obtained. To not cause any liens to be filed against the demised property for the term hereof.
5. To plant, cultivate, irrigate, weed, and harvest, all in proper season potato, sugar beet and small grain crops in accordance with the prevailing farming practices and methods prevailing in the area.
6. To pay all expenses incurred in the production of a crop on the subject premises, including all electrical power costs.

7. To use diligence and care in the use of the sprinkler mainline and to be responsible for the draining of the mainline at the end of the irrigation season.
8. To give the Lessor, at the termination of this Lease, the immediate and peaceable possession of the dismissed property.

C. LESSOR AND LESSEE MUTUALLY AGREE:

1. FALL TILLAGE: That Lessor may re-enter, either in person or through agents, following Lessee's removal of his 2015 crop, assuming Lessor has given notice to quit to Lessee, for the purpose of completing Fall tillage of the soil.
2. DEFAULT: Time is of the essence of this Lease. Lessee agrees that should he (a) fail or neglect to make the payment or payments at the times and in the manner herein specified; (b) fail or neglect to perform any other covenant or condition herein contained at the time and in the manner herein specified; and/or (c) be adjudicated a bankrupt, make a general assignment for the benefit of any creditors or seek the protection of any insolvency act, that then, and in that event, Lessor may at his option, cause to be delivered to Lessee a Notice of Default, specifying the matter or matters in default, which notice shall allow Lessee a grace period of thirty (30) days with which to cure the same. In the event such default is for failure to timely pay rental, interest on unpaid rental shall accrue at the rate of eighteen per cent (18%) per annum on overdue but unpaid balances.

If Lessee has not cured said matter or matters in default within the aforesaid thirty (30) day period, then Lessor's conditional demise of the above-described property to Lessee shall terminate and Lessee agrees to surrender possession of the above-demised property to Lessor. Any failure on the part of the Lessee to deliver possession of the above-described property to Lessor as of the 31st day following delivery of the aforesaid notice shall be considered an unlawful detainer of the same, and Lessor may then re-enter and re-let the above-described property to another without being liable for any damage.

Lessor, in the event of the default and failure to cure upon the part of Lessee and subsequent re-entry to the premises, shall have a duty to mitigate damages by making a reasonable effort to re-lease the premises upon same or

more favorable terms than contained herein so as to reduce Lessee's liability to Lessor for rentals due to Lessor from Lessee for the balance of the Lessee term following the default.

3. NO WAIVERS: That any action to enforce payment or any extension or indulgence granted the Lessee by Lessor shall not constitute or be considered to be a waiver of the Lessor's rights under this indenture to insist upon prompt payment or strict performance of any other or similar term hereof.

4. FENCE REPLACEMENT: Lessee agrees that at the end of this demise that they will replace the boundary line fence between adjacent property owned by Lessee and this demised property at their expense.

5. IMPROVEMENTS: Lessee also agrees that the 8" mainline and risers that have been installed by Lessee on Lessor's property will remain as a permanent improvement and belong to Lessor at the termination of this Lease.

6. DAMGE UPON DEFAULT: Lessor shall, upon said re-entry accrue to all the right, title, and interest of Lessee in and to any crops growing upon the above-described premises. In addition to the foregoing, Lessor may at his option require Lessee to pay the additional rental that is required hereunder without such an earlier termination as and for liquidated damages and agreed current damage for Lessee's default, less the net proceeds realized by Lessor by a re-letting of the property in mitigation of damages.

7. REPRESENTATION: It is understood that this Lease has been prepared by counsel for the Lessor. Lessee acknowledges that he has been advised to seek independent legal counsel concerning any questions Lessee may have concerning the construction or effect of this Lease.

8. ATTORNEY'S FEES: That in the event it becomes necessary for either of the parties hereto to enforce their rights hereunder by an action at law or otherwise, the defaulting party agrees to pay in such case a reasonable attorney's fee that is incurred by the party not in default hereunder.

9. HEIRS AND ASSIGNS: That the terms and conditions hereof shall inure to and bind the heirs, executors, and assigns of the respective parties hereto.

10. EXECUTION: That this Lease is executed in duplicate, each to have the full force and effect of an original hereof.

11. CONSTRUCTION: That the words "Lessor" and "Lessee" and the language of this instrument, where there is more than one Lessor and Lessee shall be constructed as plural

and be binding equally upon all such Lessors and Lessees and in the case where one or more are females, the masculine shall include the feminine.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this certificate first above written.

LESSOR

Laverda R. Barron
LAVERDA R. BARRON

Lessee

Jeffrey T. Duffin
JEFFREY T. DUFFIN

John Baker
JOHN BAKER

RICHARD SCHELSKE
3D Farms Inc.

STATE OF UTAH)
County OF UTAH) ss.

On this 6th day of December, 2010, before me the undersigned Notary Public in and for said State, personally appeared LAVERDA R. BARRON known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Glenn S. Haver
Notary Public for Utah
Residing at Orem, Utah

STATE OF MARYLAND)
COUNTY OF St. Mary's) ss.

On this 13 day of December, 2010, before me the undersigned Notary Public in and for said State, personally appeared John Baker, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and seal the day and year first above written.



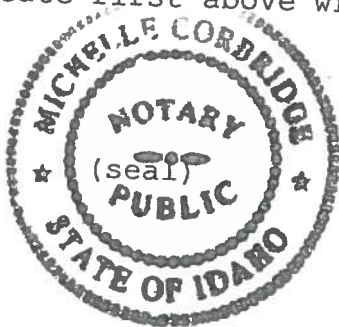
Dawn Cherie Flewellyn

Notary Public for
Residing at:

STATE OF IDAHO)
) ss.
COUNTY OF Bingham)

On this 20th day of December, 2010, before me a
Notary Public in and for said State, personally appeared
RICHARD SCHELSKE and JEFFREY T. DUFFIN, known to me to be
the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the
same.

IN WHITTNESS WHEREOF, I have hereunto ser my hand and
affixed my official seal, the day and year in this certifi-
cate first above written.



Michelle Corbridge
Notary Public for Idaho
Residing at Aberdeen, ID
Comm Expires: 08/28/2015

Buyer, Remington

From: Buyer, Remington
Sent: Tuesday, July 08, 2014 12:46 PM
To: 'jeff@sunriverofidaho.com'
Subject: Rental Application
Attachments: DOC002.pdf; DOC001.pdf

Mr. Duffin,

The Department requires additional information regarding your irrigation requirements at the place of use you farm within the service area of Aberdeen Springfield Canal Company. To assist you in this matter, we are providing the attached rental application for you to complete and return to our office. Please complete the rental application in its entirety and return it to our office within seven days so that we may complete processing of a rental request for you.

Remington Buyer

Water Supply Bank Coordinator
Idaho Department of Water Resources
322 East Front Street, Boise, ID, 83720
T: (208) 287-4918 | F: (208) 287-6700



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 8, 2014

JEFF DUFFIN
PO BOX 525
ABDERDEEN ID 83210

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 35-2543**

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

Dear Mr Duffin:

The Department of Water Resources acknowledges your intent to rent water through the Water Supply Bank. Additional information is required to complete processing on your rental application. Enclosed with this letter is a rental application. Please complete the rental application and return it to our office within seven days in order for us to complete processing of your application.

For section A, please confirm the flow rate required for your irrigation needs and the maximum volume required to accomplish beneficial use of water at your place of use. Additionally, our records indicate part of the property you intend to irrigate is owned by Baker Fae R. Bake Trust. The Department requires documentary confirmation from the Trust, consenting to the irrigation of lands they own (Section B2 of the application form).

Please complete, sign and return this rental application within 7 days.

If you have any questions, I can be reached at (208) 287-4918.

Sincerely,

Remington Buyer
Water Supply Bank Coordinator

Enclosure(s) Rental Agreement

**STATE OF IDAHO
WATER RESOURCE BOARD**

**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) Jeffrey Duffin

Mailing Address PO Box 525 Aberdeen, ID, 83210

Phone 208-221-1115

Email jeff@sunriverofidaho.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
Irrigation 04/01 to 10/31
 _____ to _____
 _____ to _____
 Total: _____

2. Source of water Groundwater tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
05S	31E	20			SE	SW	Bingham

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	
05S	31E	19					40	38	35	40									153
05S	31E	20				22													22

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

Total Acres 175

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.

