

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

This is to certify that: **RAY POCOCK**
2964 N 5000 E
SUGAR CITY ID 83448
(208)201-2101

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

<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
22-7336	0.25 CFS	43.8 AF	12.5	57.0 AC
21-13121	*0.08 CFS	19.4 AF	5.5	57.0 AC
21-13149	*0.27 CFS	47.1 AF	13.5	57.0 AC
21-13177	*0.02 CFS	3.5 AF	1.0	57.0 AC

Combined

Rental Totals: 0.54 CFS 113.8 AF 32.5 AC 57.0 AC

*Rights 21-13121, 21-13149 & 21-13177 are limited to a combined diversion rate of 0.29 cfs.

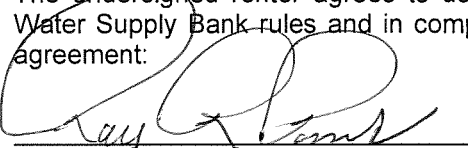
Term of Rental: April 1, 2014 to December 31, 2014

Rental Fee: \$1,934.60

The fee for rental of the above-described water is \$1,934.60. Ten percent (\$193.46) will go to the Department for administrative costs, and the remainder will be paid to the lessor. An annual payment shall be received by the Department prior to April 1, the beginning of the irrigation season, each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

Detailed water right specific limitations and conditions are attached.

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:


Signature of Renter


Printed Name and Title*

2-26-2014
Date

Signature of Renter

Printed Name and Title*

Date

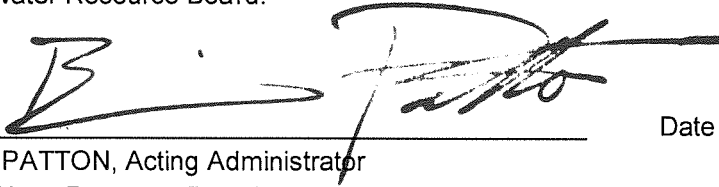
*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

SUPPORT DATA
IN FILE # 21-13121

SCANNED
MAR 10 2014

Having determined that this agreement satisfies 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 conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By



Date

3/7/2014

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

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WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 22-7336

The 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 below:

Renter: RAY POCOCK
2964 N 5000 E
SUGAR CITY ID 83448

Priority Date: 10/22/1980

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.25 CFS	43.8 AF
	Total:		0.25 CFS	43.8 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER NE¼SW¼ Sec. 24 Twp 6N Rge 41E MADISON County

GROUND WATER NE¼NW¼ Sec. 25 Twp 6N Rge 41E MADISON County

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	
06N	41E	24	4.5	3.9	3.6	4.5	5.0	4.1	4.2	5.1	3.0	2.9	2.6	2.6	3.2	2.8	2.3	2.7	57.0

Total Acres: 57.0

Acre limit within place of use described: 12.5

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
22-7336, 21-13121, 21-13149, & 21-13177	0.54 CFS	113.8 AF	32.5 AC	57.0 AC

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.



WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 21-13121

The 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 below:

Renter: RAY POCOCK
2964 N 5000 E
SUGAR CITY ID 83448

Priority Date: 10/31/1986

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.08 CFS	19.4 AF
	Total:		0.08 CFS	19.4 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER NE¼SW¼ Sec. 24 Twp 6N Rge 41E MADISON County
GROUND WATER NE¼NW¼ Sec. 25 Twp 6N Rge 41E MADISON County

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	
06N	41E	24	4.5	3.9	3.6	4.5	5.0	4.1	4.2	5.1	3.0	2.9	2.6	2.6	3.2	2.8	2.3	2.7	57.0

Total Acres: 57.0

Acre limit within place of use described: 5.5

COMBINED LIMITS OF RENTED RIGHT:

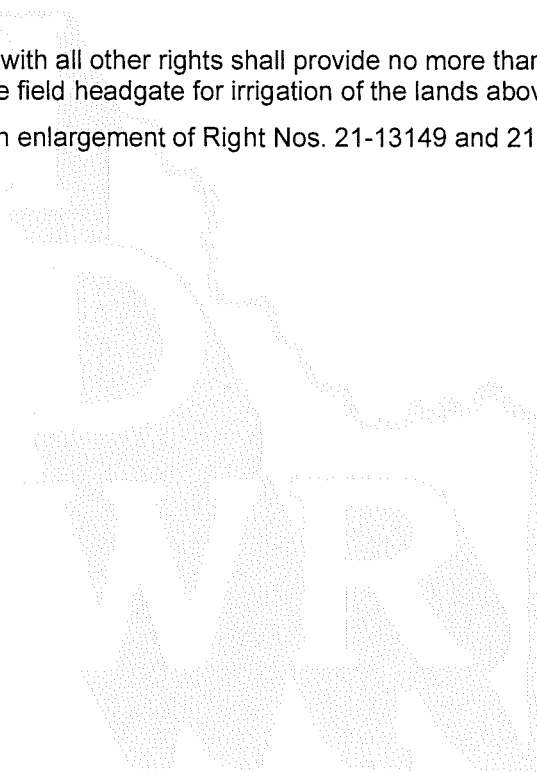
<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
21-13121, 21-13149 & 21-13177	0.29 CFS	70.0 AF	20.0 AC	57.0 AC
22-7336, 21-13121, 21-13149, & 21-13177	0.54 CFS	113.8 AF	32.5 AC	57.0 AC

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.

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6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
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. This right is based upon an enlargement of Right Nos. 21-13149 and 21-13177 pursuant to Section 42-1426, Idaho Code.



**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 21-13149**

The 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 below:

Renter: RAY POCOCK
2964 N 5000 E
SUGAR CITY ID 83448

Priority Date: 1/27/1976

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.27 CFS	47.1 AF
Total:			0.27 CFS	47.1 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER NE¼SW¼ Sec. 24 Twp 6N Rge 41E MADISON County
GROUND WATER NE¼NW¼ Sec. 25 Twp 6N Rge 41E MADISON County

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	
06N	41E	24	4.5	3.9	3.6	4.5	5.0	4.1	4.2	5.1	3.0	2.9	2.6	2.6	3.2	2.8	2.3	2.7	57.0

Total Acres: 57.0

Acre limit within place of use described: 13.5

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
21-13121, 21-13149 & 21-13177	0.29 CFS	70.0 AF	20.0 AC	57.0 AC
22-7336, 21-13121, 21-13149, & 21-13177	0.54 CFS	113.8 AF	32.5 AC	57.0 AC

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.

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6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. Right 21-13121 is based upon an enlargement of Right Nos. 21-13149 and 21-13177 pursuant to Section 42-1426, Idaho Code.

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 21-13177

The 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 below:

Renter: RAY POCOCK
2964 N 5000 E
SUGAR CITY ID 83448

Priority Date: 1/27/1976

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.02 CFS	3.5 AF
	Total:		0.02 CFS	3.5 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER NE¼SW¼ Sec. 24 Twp 6N Rge 41E MADISON County

GROUND WATER NE¼NW¼ Sec. 25 Twp 6N Rge 41E MADISON County

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	
06N	41E	24	4.5	3.9	3.6	4.5	5.0	4.1	4.2	5.1	3.0	2.9	2.6	2.6	3.2	2.8	2.3	2.7	57.0

Total Acres: 57.0

Acre limit within place of use described: 1.0

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
21-13121, 21-13149 & 21-13177	0.29 CFS	70.0 AF	20.0 AC	57.0 AC
22-7336, 21-13121, 21-13149, & 21-13177	0.54 CFS	113.8 AF	32.5 AC	57.0 AC

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.

6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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.
13. Right 21-13121 is based upon an enlargement of Right Nos. 21-13149 and 21-13177 pursuant to Section 42-1426, Idaho Code.