



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

January 3, 2017

OWYHEE FARMING CO LLC
PO BOX 310
AMERICAN FALLS ID 83211

RESPONSE DEADLINE
2/1/2017

RE: Water Supply Bank Rental Fees for 2017 Rental Agreements

Dear Renter,

The following are your 2017 water rentals from the Water Supply Bank:

Rental	Start	End	Water Right	Rental Volume (AF)	Total Rental Fee	Owner Fee (90%)	Admin Fee (10%)	Rental Fee Due Date
1	2014	2018	2-2361	921.1	\$213.85	\$192.47	\$21.38	2/1/2017
1	2014	2018	2-2370	17.5	\$4.06	\$3.65	\$0.41	2/1/2017
1	2014	2018	2-7001	10.2	\$2.38	\$2.14	\$0.24	2/1/2017
1	2014	2018	2-10020	3	\$0.71	\$0.64	\$0.07	2/1/2017
1	2014	2018	57-179	890	\$15,130.00	\$13,617.00	\$1,513.00	2/1/2017
Total				1841.8	\$15,351.00	\$13,815.90	\$1,535.10	2/1/2017

Our records indicate that payment has not yet been received for the above water right rentals.

If you have not already done so, please remit payment of **\$15,351.00** prior to the due dates above and enclose a copy of this letter with your payment.

If you have questions about your rental, you can contact me at 208-287-4918.

Regards,

Remington Buyer
Water Supply Bank Coordinator

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

RECEIVED
JUN 06 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: **OWYHEE FARMING**
PO BOX 310
AMERICAN FALLS IDAHO 83211

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>
57-00179	0.02 CFS	890 AF	NA	197.8 AC
57-00180B	0.01 CFS	890 AF	NA	197.8 AC
57-00181	3.50 CFS	890 AF	NA	197.8 AC
57-07152	NA	175.9 AF	NA	197.8 AC
COMBINED				
RENTAL TOTALS:	3.50 CFS	890 AF	NA	197.8 AC
2-2361	2.74 CFS	921.1 AF	182.9 AC	200.6 AC
2-2370	0.07 CFS	17.5 AF	3.5 AC	200.6 AC
2-7001	2.88 CFS	10.2 AF	200.6 AC	200.6 AC
2-10020	2.72 CFS	3.0 AF	186.4 AC	200.6 AC
COMBINED				
RENTAL TOTALS:	2.74 CFS	951.8 AF	200.6 AC	200.6 AC
OVERALL				
RENTAL TOTALS:	6.24 CFS	903 AF	200.6 AC	200.6 AC
Term of Rental:	April 25, 2014 to December 31, 2014 April 25, 2015 to December 31, 2015 April 25, 2016 to December 31, 2016 April 25, 2017 to December 31, 2017 April 25, 2018 to December 31, 2018			
Rental Fee:	<u>\$15,351.00</u> annually 2014 through 2017 <u>\$18,060.00</u> for 2018			

The fee for rental of the above-described water is \$15,351.00 for 2014 through 2017. The fee for 2018 will be \$18,060.00. Ten percent (\$1,535.10 for 2014 through 2017 and \$1,806.00 for 2018) 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 February 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*

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 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

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date

WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 57-00179

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: OWYHEE FARMING
PO BOX 310
AMERICAN FALLS IDAHO 83211

Priority Date: 4/1/1865

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	0.02 CFS	NA
		Total:	0.02 CFS	NA

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W OWYHEE 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	
03S	01W	5		33.2	33.6		33.8			33.0						33.4	33.6		200.6

Total Acres: 200.6

Acre limit within place of use described: 197.8 AC

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Total Rented Acres</u>
57-00179, 57-00180B, 57-00181, 57-07152	3.50 CFS	890 AF	197.8 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. 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. 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. 57D.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 57-00180B

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: OWYHEE FARMING
PO BOX 310
AMERICAN FALLS IDAHO 83211

Priority Date: 4/1/1865

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	0.01 CFS	NA
		Total:	0.01 CFS	NA

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W OWYHEE 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	
03S	01W	5		33.2	33.6		33.8			33.0						33.4	33.6		200.6

Total Acres: 200.6

Acre limit within place of use described: 197.8 AC

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Total Rented Acres</u>
57-00179, 57-00180B, 57-00181, 57-07152	3.50 CFS	890 AF	197.8 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. 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. 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. 57D.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

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:

Priority Date: 12/26/1906

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	3.50 CFS	NA
		Total:	3.50 CFS	NA

SINKER CREEK SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 11 Twp 04S Rge 02W OWYHEE County

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03S	01W	5		33.2	33.6		33.8			33.0						33.4	33.6		200.6

Acre limit within place of use described: 197.8 AC

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Total Rented Acres</u>
57-00179, 57-00180B, 57-00181, 57-07152	3.50 CFS	890 AF	197.8 AC

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. 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. 57D.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 57-07152

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: **OWYHEE FARMING**
PO BOX 310
AMERICAN FALLS IDAHO 83211

Priority Date: 10/30/1975

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STORAGE	03/01	to 11/15	3.50 CFS	N/A
IRRIGATION STORAGE			Total: 3.50 CFS	N/A

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W OWYHEE 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	
03S	01W	5		33.2	33.6		33.8			33.0						33.4	33.6		200.6

Total Acres: 200.6

Acre limit within place of use described: N/A

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Total Rented Acres</u>
57-00179, 57-00180B, 57-00181, 57-07152	3.50 CFS	890 AF	197.8 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. The water rented under this agreement is appurtenant to irrigation of 197.8 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. 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. 57D.
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 2-2361

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: **OWYHEE FARMING**
PO BOX 310
AMERICAN FALLS IDAHO 83211

Priority Date: 1/8/1965

Source: SINKER CREEK

Tributary to: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	2.74 CFS	441 AF
	Total:		2.74 CFS	441 AF

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W OWYHEE 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	
03S	01W	5		33.2	33.6		33.8			33.0						33.4	33.6		200.6

Total Acres: 200.6

Acre limit within place of use described: 182.9 AC

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>
2-2361, 2-2370, 2-7001 & 2-10020	2.74 CFS	189.2 AF	200.6 AC	200.6 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. 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. 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. 57D.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 2-2370**

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: **OWYHEE FARMING**
 PO BOX 310
 AMERICAN FALLS IDAHO 83211

Priority Date: 4/30/1965

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	0.07 CFS	8 AF
	Total:		0.07 CFS	8 AF

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W OWYHEE 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	
03S	01W	5		33.2	33.6		33.8			33.0						33.4	33.6		200.6

Total Acres: 200.6

Acre limit within place of use described: 3.5 AC

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>
2-2361, 2-2370, 2-7001 & 2-10020	2.74 CFS	189.2 AF	200.6 AC	200.6 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. 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. 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. 57D.
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 2-7001

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: OWYHEE FARMING
PO BOX 310
AMERICAN FALLS IDAHO 83211

Priority Date: 7/15/1967

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	2.88 CFS	432 AF
	Total:		2.88 CFS	432 AF

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W OWYHEE 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	
03S	01W	5		33.2	33.6		33.8			33.0						33.4	33.6		200.6

Total Acres: 200.6

Acre limit within place of use described: 200.6 AC

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>
2-2361, 2-2370, 2-7001 & 2-10020	2.74 CFS	189.2 AF	200.6 AC	200.6 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. The water rented under this agreement is appurtenant to irrigation of 200.6 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. 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. 57D.
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 2-10020

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: **OWYHEE FARMING**
PO BOX 310
AMERICAN FALLS IDAHO 83211

Priority Date: 9/3/1970

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	2.72 CFS	402 AF
	Total:		2.72 CFS	402 AF

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

SINKER CREEK SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 11 Twp 04S Rge 02W OWYHEE 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	
03S	01W	5		33.2	33.6		33.8			33.0						33.4	33.6		200.6

Total Acres: 200.6

Acre limit within place of use described: 186.4 AC

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>
2-2361, 2-2370, 2-7001 & 2-10020	2.74 CFS	189.2 AF	200.6 AC	200.6 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. The water rented under this agreement is appurtenant to irrigation of 186.4 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. 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. 57D.
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.



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

June 11, 2014

OWYHEE FARMING
PO BOX 310
AMERICAN FALLS ID 83211

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181 AND
57-7152**

Dear Renter:

Please find enclosed a copy of the amended Water Supply Bank Rental Agreement in connection with the rental of 903 acre-feet of water for irrigation of 200.6 acres through 2018. 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.

The enclosed amended Water Supply Agreement superseded the Water Supply Rental Agreement that was signed by you in May 2014.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

for Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Rental Agreement (copy)



State of Idaho

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GARY SPACKMAN

Director
May 30, 2014

C.L. "BUTCH" OTTER
Governor

TIM TIPPETT
OWYHEE FARMING
PO BOX 3110
PASCO WA 99302

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181
AND 57-7152**

Dear Applicant:

You recently returned your rental contract for the 2014 season. After review of your application I realized that you intended to rent the water through December 2018. I have updated the contract to include the years 2015 through 2018. You have already paid for the 2014 season. Please note that in 2018 the fee will increase to \$20 an acre foot.

If you have any questions, please contact me at (208) 287-4879.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sandra Thiel', is written over a horizontal line.

Sandra Thiel
Water Resource Planner

Enclosure(s)

c: IDWR Front Desk
Greg Sullivan-Brockway Engineering PLLC

Thiel, Sandra

From: Greg Sullivan [greg.sullivan@brockwayeng.com]
Sent: Thursday, May 29, 2014 2:04 PM
To: Thiel, Sandra
Cc: Jim McClelland
Subject: Owyhee Farming

Sandra,

Can you please send all correspondence (rental contracts, lease contracts, etc.) for Owyhee Farming to the following address.

Tim Tippet
Owyhee Farming
P.O. Box 3110
Pasco, WA 99302

Owyhee Farming has partners in several locations and it would be best to have all correspondence and payments coming from one location.

Thank you,

Greg Sullivan
Brockway Engineering
2016 N. Washington St. Suite 4
Twin Falls, Id 83301
208-736-8543

MEMORANDUM

To: File: 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181, 57-7152

From: Sandra Thiel

Date: April 15, 2014

Re: Review of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: The Department received a rental application from Owyhee Farming Company LLC to rent 4.02 cfs and 802 acre feet to irrigate 200.6 acres. The lease points of diversion are within water districts 02 and 57-D. The rental point of diversion is also within 57-D. The water will be delivered through existing pumps and main lines. They will install new pivots. They want to rent the water for 5 years.

It is important to note this package contains water from Sinker Creek and The Snake River and that the applicants ought only Sinker Creek Water. Because of the way the rights are stacked, we need to rent both Sinker Creek and Snake River water and this rental package reflects that.

AUTHORITY TO FILE: The land to receive rental water belongs to the Winteramp Ranch Trust. Owyhee Farming Company is leasing the land and has submitted a copy of the farm lease agreement.

INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: No enlargement is evident.

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 conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: Comments were solicited for both Western and the water master, Chad Nettleton. Mr. Nettleton did not respond. Steve Lester replied that he had no objections so long as the pod remains at the Sinker Creek diversion.



State of Idaho

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 18, 2015

OWYHEE FARMING CO LLC
PO BOX 310
AMERICAN FALLS ID 83211

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-2370, 2-7001, 2-10020, 57-179, 2-2361, 2-2261D, 2-7064,
2-7237A, 2-10181, 2-10189, 2-10316, 2-10434 AND 2-10450**

Dear Renter:

Please find enclosed a receipt in the amount of **\$116,026.40** in connection with the rental of 9032.9 acre-feet of water for irrigation during 2015. Upon receipt of this letter, you are authorized to divert water in compliance with the conditions of water use described in your rental agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$104,423.76 of the rental fee will be paid to the lessor(s) and 10% or \$11,602.64 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C100105

c: Sascha Marston – Fiscal