

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

RECEIVED
JUN 05 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: FRISBY FARMS INC
6205 SE 8TH AVE
CALDWELL ID 83607
(208)459-0875

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	Annual Rented Volume	Acre Limit	Total Rented Acres
63-31915	4/26/1971	Groundwater		0.20 cfs	41 af	NA	10.0 ac
63-33313	4/26/1971	Groundwater		0.04 cfs	8.3 af	NA	2.0 ac
63-33314	4/26/1971	Groundwater		0.5 cfs	10.3 af	NA	2.5 ac
63-33363	9/14/1989	Groundwater		0.02 cfs	4.5 af	NA	1.0 ac
63-33517	9/29/1978	Groundwater		0.44 cfs	121.5 af	NA	27.0 ac
63-31446	9/20/1985	Groundwater		0.14 cfs	45 af	NA	10.0 ac
63-33518	9/29/1978	Groundwater		0.04 cfs	10.2 af	NA	3.0 ac
63-33835	9/29/1978	Groundwater		0.06 cfs	18 af	NA	4.0 ac

Annual Combined Rental Totals	0.99 cfs	258.8 af	57 ac*	59.5 ac
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*This rental agreement is for the irrigation of 57 acres.

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

Rental Fee: \$4,399.60

The fee for rental of the above-described water is \$4,399.60. Ten percent (\$439.96) will go to the Department for administrative costs, and the remainder will be paid to the lessor

Detailed water right specific limitations and conditions are attached.

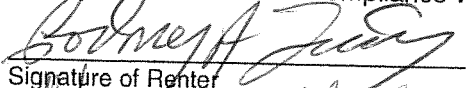
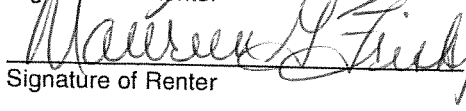
SUPPORT DATA

IN FILE # 63-31915

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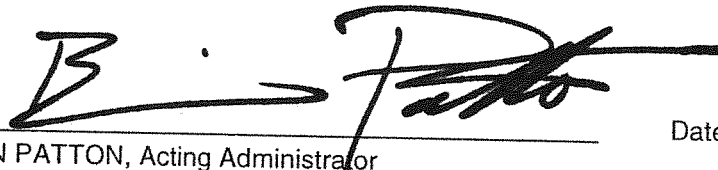
WATER SUPPLY BANK RENTAL AGREEMENT

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:

 Signature of Renter	<u>Bodaeey A Faisky</u> Printed Name and Title*	<u>6/4/14</u> Date
 Signature of Renter	<u>MAVEEN G FAISKY</u> Printed Name and Title*	<u>6/4/14</u> 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 June 5, 2014

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

LOCATION OF POINT(S) OF DIVERSION

GROUNDWATER SW¼NW¼ Sec. 20 Twp 6N Rge 3W PAYETTE County

BENEFIAL USE

IRRIGATION

SEASON OF USE

03/15 TO 11/15 FOR WATER RIGHTS 63-31446, 63-33363, 63-33517, 63-33518, 63-33835
04/15 to 10/15 FOR WATER RIGHTS 63-31915, 63-33313, 63-33314

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	3W	17									32		7	18					57

Total Acres: 57.0

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. This rental agreement does not authorize the construction of a well.
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. When combined, all 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 place of use.

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WATER USE DETAILS

CONDITIONS APPLICABLE TO RIGHTS 63-31915, 63-33313 and 63-33314

12. The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.