

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

RECEIVED
MAY 27 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			
Rental Fee:	\$15,351.00 annually			

The fee for rental of the above-described water is \$15,351.00. Ten percent (\$1,535.10) 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.

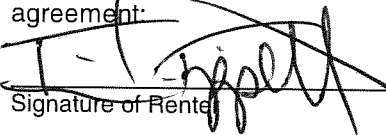
SUPERCEDED

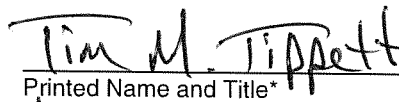
SUPPORT DATA

IN FILE # 2-2361

SCANNED
MAY 28 2014

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*

5/15/14
Date

Signature of Renter

AUTHORIZED Agent
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 05-27-2014



SCANNED

MAY 28 2014

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 57-00181**

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: 12/26/1906

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	3.50 CFS	NA
	Total:		3.50 CFS	NA

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: 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. 57-07152

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 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: 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.

