

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

**RECEIVED**  
**APR 16 2014**  
DEPARTMENT OF  
WATER RESOURCES

This is to certify that: ~~J.R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST~~ <sup>COMPANY</sup> *dl*  
PO BOX 27  
BOISE ID 83707  
(208) 336-2110

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>Total Rented Acres</u> |
|-----------------------|--------------------|-----------------------------|---------------------------|
| 61-2162               | 3.05 CFS           | 1417.5 AF                   | 315.0 AC                  |
| 61-2163               | 3.09 CFS           | 1332.0 AF                   | 296.0 AC                  |
| <b>Combined</b>       |                    |                             |                           |
| <b>Rental Totals:</b> | <b>6.14 CFS</b>    | <b>2749.5 AF</b>            | <b>611.0 AC</b>           |

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

**Rental Fee:** \$4,674.15 annually

The total fee for rental of above-described water is \$46,741.50. The renter is also the lessor under this agreement and is therefore obligated to pay only the administrative fee of \$4,674.15

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:

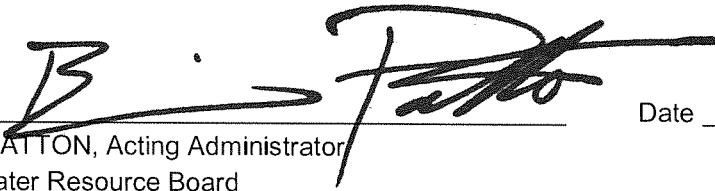
*David Spurling, Sr.*  
Signature of Renter  
David Spurling, Sr. VP, Secretary  
Printed Name and Title\* & General Date  
Counsel

\_\_\_\_\_  
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 # 61-2162

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 April 18, 2014  
BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board



# WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 61-2162

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: **J.R. SIMPLOT** ~~COMPANY~~ ~~SELF-DECLARATION OF REVOCABLE TRUST~~   
PO BOX 27  
BOISE ID 83707  
(208) 336-2110

Priority Date: 1/22/1964

Source: GROUND WATER

Tributary to:

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>   |
|-----------------------|---------------|-----------|-----------------------|-----------------|
| IRRIGATION            | 03/01         | to 11/15  | 3.05 CFS              | 1,440 AF        |
|                       | <b>Total:</b> |           | <b>3.05 CFS</b>       | <b>1,440 AF</b> |

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

|              |      |                                          |
|--------------|------|------------------------------------------|
| GROUND WATER | SESE | Sec. 31, Twp 04S, Rge 04E, ELMORE County |
| GROUND WATER | NWNW | Sec. 5, Twp 05S, Rge 04E, ELMORE County  |
| GROUND WATER | NESW | Sec. 5, Twp 05S, Rge 04E, ELMORE County  |

**RENTER'S PLACE OF USE:** IRRIGATION

|     |     |     | NE |      |      |    | NW   |    |      |      | SW   |      |      |    | SE   |      |      |      | Totals |
|-----|-----|-----|----|------|------|----|------|----|------|------|------|------|------|----|------|------|------|------|--------|
| Twp | Rng | Sec | NE | NW   | SW   | SE | NE   | NW | SW   | SE   | NE   | NW   | SW   | SE | NE   | NW   | SW   | SE   |        |
| 04S | 04E | 31  |    |      |      |    |      |    |      |      |      |      |      |    | 40.0 |      |      |      | 40.0   |
| 04S | 04E | 32  |    | 40.0 | 39.0 |    | 40.0 |    | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 |    |      | 39.0 | 40.0 | 39.0 | 477.0  |
| 04S | 04E | 33  |    |      |      |    |      |    |      |      |      |      | 39.0 |    |      |      |      |      | 40.0   |
| 05S | 04E | 5   |    | 36.0 |      |    | 19.0 |    |      |      |      |      |      |    |      |      |      |      | 55.0   |

POU Total Acres: 611.0

Total Acres: 611.0

Acre limit within place of use described: 315 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> |
|------------------------|--------------------|----------------------|-------------------|---------------------------|
| 61-2162 & 61-2163      | 6.14 CFS           | 2,772 AF             | 611 AC            | 611.0 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. The water rented under this agreement is appurtenant to irrigation of 611 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. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. 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 4.0 afa per acre at the field headgate for irrigation of the lands above.

# WATER SUPPLY BANK RENTAL AGREEMENT

## WATER RIGHT NO. 61-2163

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: **J.R. SIMPLOT <sup>COMPANY</sup> SELF-DECLARATION OF REVOCABLE TRUST**  
**PO BOX 27**  
**BOISE ID 83707**  
**(208) 336-2110**

Priority Date: 12/2/1963

Source: GROUND WATER

Tributary to:

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>   |
|-----------------------|---------------|-----------|-----------------------|-----------------|
| IRRIGATION            | 03/01         | to 11/15  | 3.09 CFS              | 1,332 AF        |
|                       | <b>Total:</b> |           | <b>3.09 CFS</b>       | <b>1,332 AF</b> |

**LOCATION OF POINT(S) OF DIVERSION:**

|              |      |                                          |
|--------------|------|------------------------------------------|
| GROUND WATER | SESE | Sec. 31, Twp 04S, Rge 04E, ELMORE County |
| GROUND WATER | NWNW | Sec. 5, Twp 05S, Rge 04E, ELMORE County  |
| GROUND WATER | NESW | Sec. 5, Twp 05S, Rge 04E, ELMORE County  |

**RENTER'S PLACE OF USE:** IRRIGATION

|     |     |     | NE |      |      |    | NW   |    |      |      | SW   |      |      |      | SE   |      |      |      | Totals |
|-----|-----|-----|----|------|------|----|------|----|------|------|------|------|------|------|------|------|------|------|--------|
| Twp | Rng | Sec | NE | NW   | SW   | SE | NE   | NW | SW   | SE   | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 04S | 04E | 31  |    |      |      |    |      |    |      |      |      |      |      |      | 40.0 |      |      |      | 40.0   |
| 04S | 04E | 32  |    | 40.0 | 39.0 |    | 40.0 |    | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 |      | 39.0 | 40.0 | 39.0 | 477.0  |
| 04S | 04E | 33  |    |      |      |    |      |    |      |      |      |      | 39.0 |      |      |      |      |      | 40.0   |
| 05S | 04E | 5   |    | 36.0 |      |    | 19.0 |    |      |      |      |      |      |      |      |      |      |      | 55.0   |

POU Total Acres: 611.0

Total Acres: 611

Acre limit within place of use described: 296 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> |
|------------------------|--------------------|----------------------|-------------------|---------------------------|
| 61-2162 & 61-2163      | 6.14 CFS           | 2,772 AF             | 611 AC            | 611.0 AC                  |

**CONDITIONS OF WATER USE**

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2. The water rented under this agreement is appurtenant to irrigation of 611 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.

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5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. 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 4.0 afa per acre at the field headgate for irrigation of the lands above.

