

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~~ ^{COMPANY} *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
Combined			
Rental Totals:	6.14 CFS	2749.5 AF	611.0 AC

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:


Signature of Renter
David Spurling, Sr. VP, Secretary
Printed Name and Title* & General Counsel
Date 10 April 2014

Signature of Renter

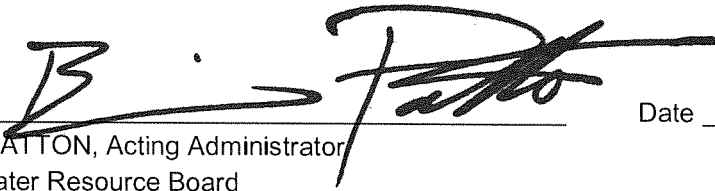
Printed Name and Title*

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
	Total:		3.05 CFS	1,440 AF

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 ^{COMPANY} 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
	Total:		3.09 CFS	1,332 AF

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

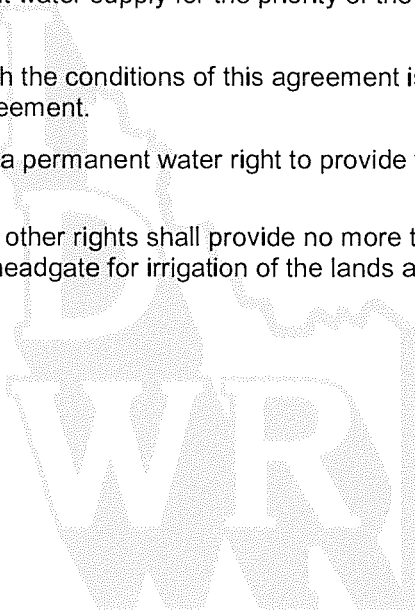
COMBINED LIMITS OF RENTED RIGHT:

<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

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.



STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

RECEIVED

DEC 18 2013

DEPARTMENT OF
WATER RESOURCES

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) J.R. Simplot CompanyMailing Address P.O. Box 27, Boise, ID 83707Phone 208-336-2110Email Vic.conrad@simplot.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
6.14 cfs 2,749.5 Irrigation April 1 to Oct. 31
 _____ to _____
 _____ to _____
 Total: 6.14 2,749.5

2. Source of water Groundwater tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
4S	4E	31			SE	SE	Elmore
5S	4E	5			NW	NW	Elmore
		5			NE	SW	Elmore

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4S	4E	31													40				40
		32		40	39		40		40	40	40	40	40	40		39	40	39	477
		33											39						39
		5		36			19												55

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 611

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. J.R. Simplot Company

2. Do you own the land at the proposed place of use?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use.

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
Wells, pumps, motors, underground pipelines
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
61-2165, 61-7170, 61-12039
3. Will the proposed place of use receive water from any other source? Yes ☒ No ☐
If yes, describe. Water will also be supplied by water right no. 61-7088, which covers the above described place of use.
Water diverted under this application will be used to supplement water diverted under 61-7088.
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed.
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒
If yes, describe.
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe.

E. RENTAL TERM

- Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☐ No ☒
If yes, please specify the number of years desired through proposed rental.

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Signature of Applicant

David Spurling, Sr. Vice President, Secretary
Printed Name and Title*

17 DEC 2013
Date

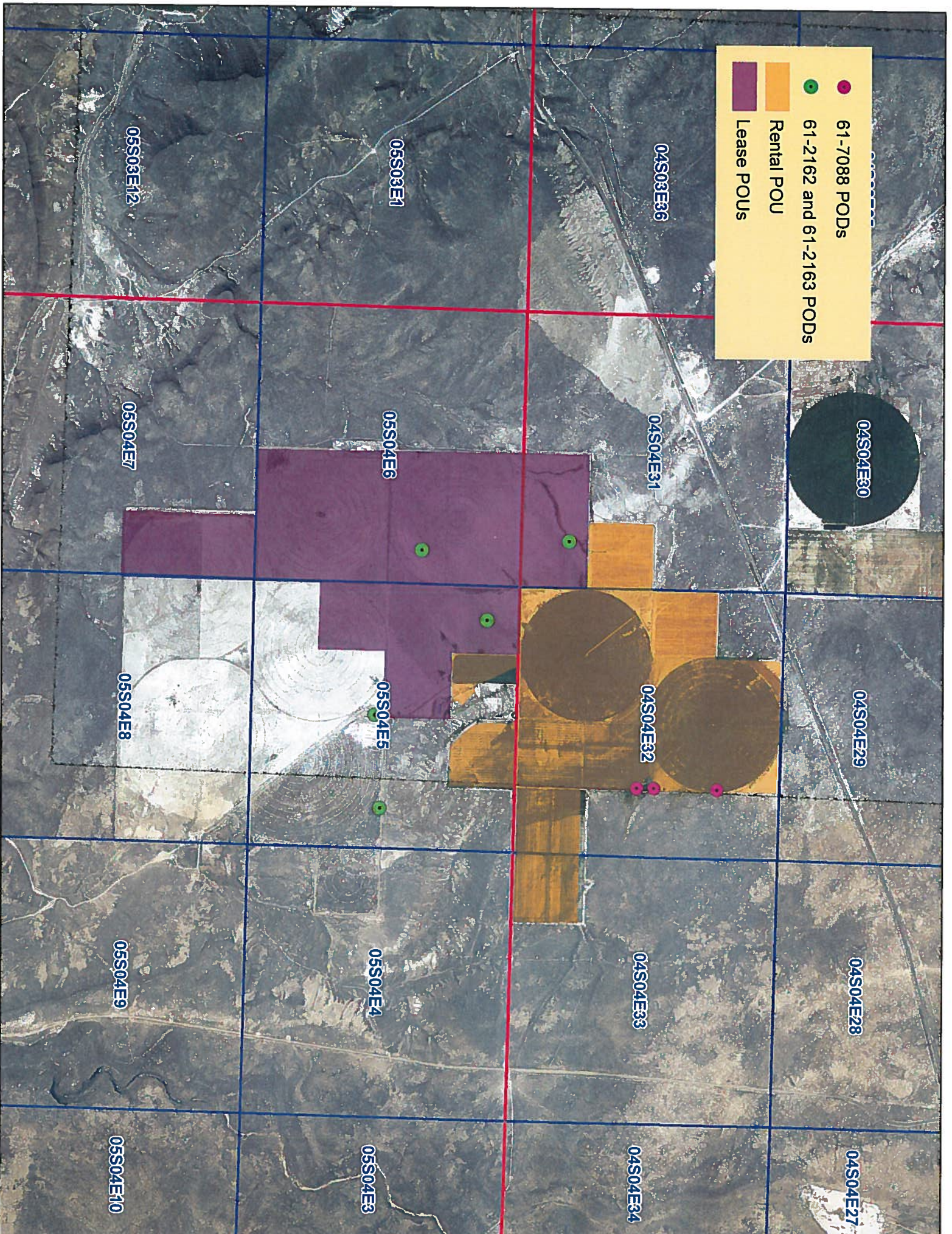
Signature of Applicant

and General Counsel
Printed Name and Title*

Date

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

Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098





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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

November 19, 2014

JR Simplot Co
PO BOX 27
BOISE, ID 83707

COPY

**RE: EXPIRATION OF RENTAL AGREEMENT FOR WATER RIGHT NO(S). 61-2163
and 61-2162 FROM THE WATER SUPPLY BANK**

Dear Renter:

This letter is to inform you that your Rental Agreement for rental of water from the Water Supply Bank has expired. You applied for the rental of water on 12/18/2013 and the subsequent Rental Agreement authorized diversion of water under Water Right No(s). 61-2163 and 61-2162 through the 2014 season only.

The Rental Agreement is expired, or will be expired by the end of the season of use, and the water use in connection with the rental will no longer be in effect. Any diversion or use of water associated with this rental agreement is not authorized and, if occurring, will be subject to any necessary enforcement action.

If you wish to rent water in the future, please reapply using new forms from the Department's website at www.idwr.idaho.gov. If you have any questions regarding this matter, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

c: NA



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 18, 2014

J R SIMPLOT COMPANY
PO BOX 27
BOISE ID 83707

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-02162 AND 61-02163**

Dear Renter:

Please find enclosed a receipt in the amount of **\$4,674.15** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 2749.5 acre-feet of water for irrigation of 611.0 acres during 2014. 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.

Pursuant to the Water Supply Bank Rules, the rental fee will be retained by the Department to offset administrative costs since you are the owner of the right(s).
If you have any questions, please contact me at (208) 287-4879.

Sincerely,

Sandra Thiel
for

Sandra Thiel
Water Resource Planner

Enclosure(s): Receipt No. C098689
Rental Agreement (copy)

c: Sascha Marston – Fiscal
John Westra– IDWR Western Regional Manager



J.R. SIMPLOT COMPANY ONE CAPITAL CENTER 999 MAIN STREET SUITE 1300
P.O. BOX 27 BOISE, IDAHO 83707 (208) 336-2110 FAX (208) 389-7515

CORPORATE HEADQUARTERS

April 11, 2014

RECEIVED
APR 16 2014
DEPARTMENT OF
WATER RESOURCES

State of Idaho
Department of Water Resources
Mr. Brian Patton, Acting Administrator
P. O. Box 83720
Boise, ID 83720-0098

RE: Application to rent water from the Water Supply Bank;
Water Right 61-2162 and 61-2163

Mr. Patton,

Enclosed please find an executed Application and appropriate documentation to rent water from the above mentioned Water Supply Bank water rights. A check in the amount of \$4,674.15 for the applicable administrative fee payable to IDWR is enclosed for our request.

Please let me know if you have any questions, and a final executed copy to my attention for our records is appreciated. I can be reached at (208) 389-7258 or diana.gastanaga@simplot.com.

Thank you for your assistance.

Sincerely,

Diana Gastanaga
Property Coordinator



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 4, 2014

J R SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST
PO BOX 27
BOISE ID 83707

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-02162 AND 61-02163

TIME SENSITIVE RESPONSE REQUIRED

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$46,741.50 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 2,749.5 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$4,674.15 annually.** An annual payment shall be received by the Department prior to the execution of this agreement and prior to April 1 in all subsequent years 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. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.>

Please send a check for \$4,674.15 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

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

Sincerely,

Sandra Thiel
Water Resource Planner

Enclosure(s)



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 1, 2014

J R SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST
PO BOX 27
BOISE ID 83707

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-02162 AND 61-02163**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$46,741.50 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 2,749.5 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$4,674.15 annually.** An annual payment shall be received by the Department prior to the execution of this agreement and prior to April 1 in all subsequent years 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. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.>

Please send a check for \$4,674.15 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

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

Sincerely,

for Clay Webb

Sandra Thiel
Water Resource Planner

Enclosure(s)

c: IDWR Front Desk

MEMORANDUM

To: Files 61-2162 and 61-2163

From: Sandra Thiel

Date: March 27, 2014

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

PURPOSE/NARRATIVE: On December 13, 2013, the Department received an application to rent water from the J.R. Simplot Self-Declaration of Revocable Trust to irrigate ground about seven miles west of the Mountain Home Air Force Base. The rental will be for 2014 only to irrigate 611 acres. These acres are covered by right 61-7088 however the wells under that right are having production problems. Some of the wells authorized under 61-2162 and 61-2163 are near 61-7088's place of use and with minimal plumbing are good sources to supplement 61-7088.

AUTHORITY TO FILE: David Spurling submitted the application on behalf of the J.R. Simplot Company. Mr. Spurling signed as sr. vice president secretary and general counsel.

WATER RIGHT VALIDITY: Both leased rights were decreed in the SRBA in 2000. They were first leased into the bank in June of 2005 for an indefinite period. Water rights 2-10471 and 2-10472 also cover the lease place of use. These rights have acre limits of 1188 and 240 respectively within 1,428 acres. The leased acres were not irrigated during 2009, 2011 and 2013.

INJURY TO OTHER WATER RIGHTS: None anticipated.

ENLARGEMENT OF USE: None anticipated.

LOCAL PUBLIC INTEREST: Review shows nothing 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:

Proposed rental is not within a water district. Steve Lester from IDWR's Western regional office submitted comments on March 25, 2014. (see attachment)

Simplot WSB Rental Appl for 61-2162 & 61-2163

The adjacent lease & rental sites found in southwest corner of Mt. Home GWMA are a few miles west of MHAFB. This has not been a controversial area.

Leased Site

Covers a 611 POU comprised of adjacent primary ground water (GW) rights 61-2162 & 61-2163. That POU is totally overlapped by surface water (SW) rights 2-10471 & 2-10472. Regardless of priority dates, SW acts as supplemental use due to being moved to this GW POU by Transfer 77479 approved in late 2011.

Apparently primary GW and supplemental SW have remained unused at this site in recent years.

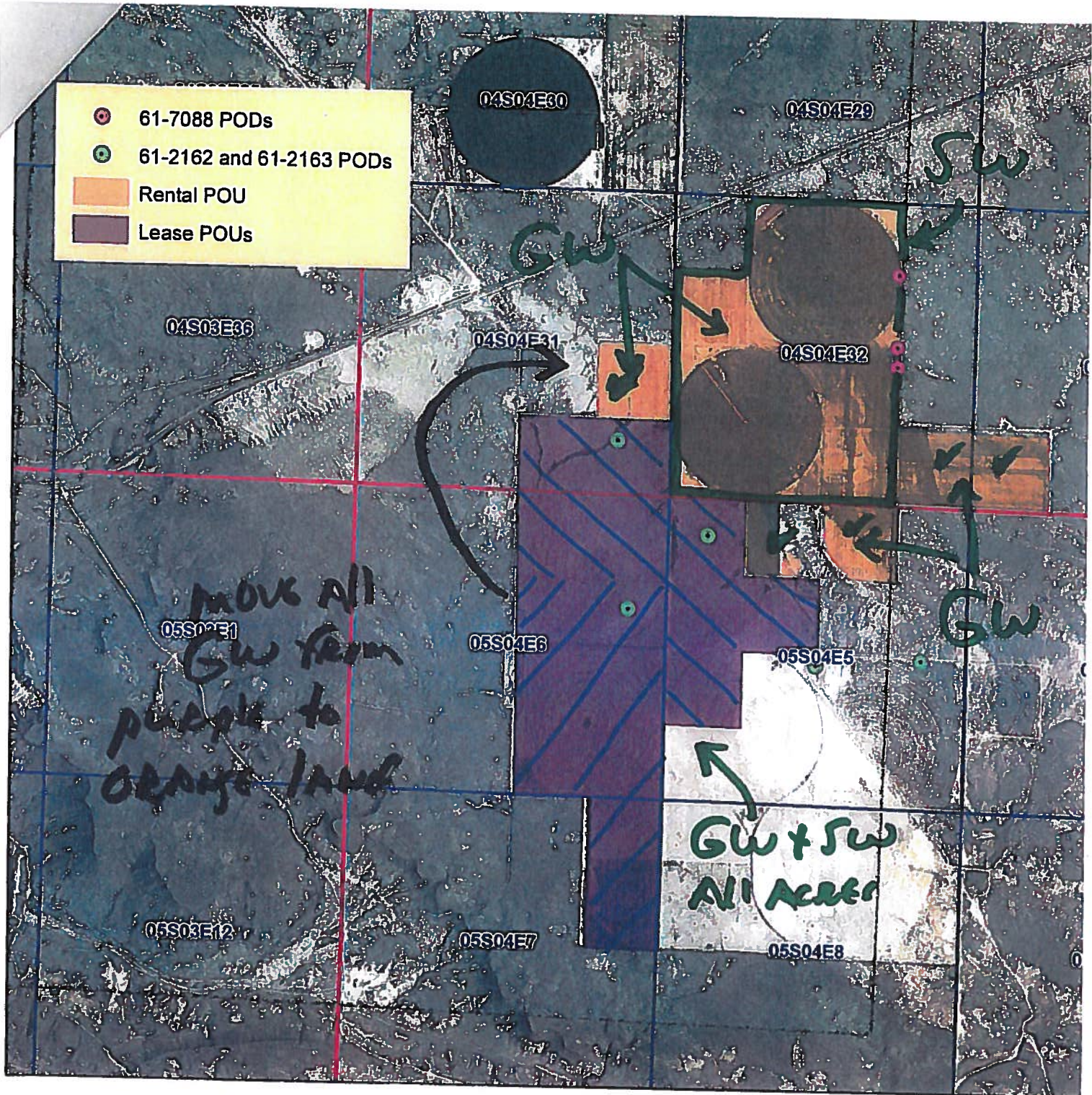
Rental Site

Includes overlapping GW rights 61-7088 & 61-11747 for a total of 611 acres. The latter is an expansion right recognized in the SRBA. This POU also includes SW rights 2-10300A & 2-10300B relocated here by Transfer 78075 approved in late 2012. Snake River water rights cover 400 of the 611 acres POU.

Similar to the leased POU, Transfer 78075 resulted in SW acting as supplemental use to land originally irrigated by GW.

Result

I do not see any problems with temporarily relocating use of primary GW rights from one site to an adjacent site where both POU's have primary GW and supplemental SW coverage to somewhat different but not problematic degrees.



LEASE POU

Primary GW 61-2162 III } 611 ACRES
 61-2163 III }

Suppl. SW 2-10471 (T77479)
 2-10472

COVERS ALL GW AREAS +
 MORE LAND

Rental POU

Primary GW 61-7088 } 611 ACRES
 61-11747 }

Suppl SW 2-10300A } 400 of
 2-10300B } 611 ACRES
 (T78075)

-SL 3/25/2014

No. C 28407		Due no later than Feb 28, 2014		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. J. R. SIMPLOT COMPANY DAVID SPURLING P. O. BOX 27 BOISE ID 83707		CORPORATION SERVICE COMPANY 12550 W EXPLORER DR STE 100 BOISE ID 83713 USA			
				3. <u>New</u> Registered Agent Signature:*			
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).							
Office Held	Name	Street or PO Address		City	State	Country	Postal Code
PRESIDENT	WILLIAM J WHITACRE	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
SECRETARY	DAVID SPURLING	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	SCOTT R SIMPLOT	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	GAY C SIMPLOT	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	JOHN E SIMPLOT	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	A DALE DUNN	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	STEPHEN A BEEBE	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	JOSEPH W MARSHALL	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	RICHARD M HORMAECHEA	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	WILLIAM J WHITACRE	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	DEBBIE S MCDONALD	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
DIRECTOR	ROBERT J LANE	999 MAIN STREET SUITE 1300		BOISE	ID	USA	83702-0027
5. Organized Under the Laws of:		6. Annual Report must be signed.*					
NV C 28407		Signature: David Spurling			Date: 12/17/2013		
		Name (type or print): David Spurling			Title: Secretary		
Processed 12/17/2013		* Electronically provided signatures are accepted as original signatures.					



J.R. SIMPLOT COMPANY ONE CAPITAL CENTER 999 MAIN STREET SUITE 1300
P.O. BOX 27 BOISE, IDAHO 83707 (208) 336-2110 FAX (208) 389-7515

CORPORATE HEADQUARTERS

RECEIVED

DEC 18 2013

DEPARTMENT OF
WATER RESOURCES

December 14, 2013

Cherie Palmer
State of Idaho
Department of Water Resources
P. O. Box 83720
Boise, Idaho 83720-0098

Re: Application to Rent Water Right Nos. 61-2162 and 61-2163.

Dear Cherie:

Enclosed for filing is an application to lease the above referenced water rights from the Water Supply Bank during the 2014 irrigation season. Water diverted under these rights will be used to supplement water diverted under 61-7088. The place of use described under 61-2162 and 61-2163 will not be irrigated during the 2014 irrigation season.

Sincerely,


Diana Gastanaga
Property Coordinator
Land, Water & Asset Recovery

Enclosures

c: M. Clements