

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

RECEIVED
MAR 24 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: **KBC FARMS LLC**
3010 MCKINLEY ST
AMERICAN FALLS ID 83211
(208) 226-9940

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>
29-14054	0.22 CFS	73.2 AF	NA	18.3 AC
29-14055	0.02 CFS	3.9 AF	NA	1.0 AC
29-14056	0.01 CFS	2.8 AF	NA	0.7 AC
29-14080	0.27 CFS	87.6 AF	NA	21.9 AC
29-14081	0.03 CFS	4.4 AF	NA	1.1 AC
29-14082	0.02 CFS	3.6 AF	NA	0.9 AC
Combined Rental Totals:	0.49 CFS	175.5 AF	NA	43.9 AC
35-14040	0.37 CFS	158.0 AF	NA	39.5 AC
43-13595	0.06 CFS	13.5 AF	NA	3.4 AC
43-13597	0.01 CFS	6.5 AF	NA	1.6 AC
Combined Rental Totals:	0.06 CFS	20 AF	NA	5.0 AC
Total Combined Rental Totals:	0.92 CFS	353.5 AF	NA	88.4 AC

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

Rental Fee: \$3,592.10

The applicant owns water right 35-14040 and is responsible to pay 10% of the rental fee for that water right. The fee for rental of the above-described water is 353.5 af x \$17 = \$6009.50 and deduct 90% of 158.0 af x \$17 = \$3,592.10. Ten percent of the total (\$600.95) will go to the Department for administrative costs, and the remainder will be paid to the lessors.

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

[Signature]

Printed Name and Title*

Karen Koenigsen

Date

March 19, 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 # 29-14054

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

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

3/24/2014

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board



WATER SUPPLY BANK RENTAL AGREEMENT **WATER RIGHT NO. 29-14054**

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: KBC FARMS LLC
 3010 MCKINLEY ST
 AMERICAN FALLS ID 83211

Priority Date: 12/31/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.22 CFS	73.2 AF
	Total:		0.22 CFS	73.2 AF

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

GROUND WATER	NWSESE	Sec. 21, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNWSW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 23, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSWNE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWSESW	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NENWSW	Sec. 26, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 19, Twp 08S, Rge 30E, POWER County
GROUND WATER	SESESW	Sec. 13, Twp 08S, Rge 29E, POWER 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	
08S	29E	14									3.0	3.6	35.7	5.8					48.1
08S	29E	15															12.4	27.9	40.3

Total Acres: 88.4

Acre limit within place of use described: 18.3

COMBINED LIMITS OF RENTED RIGHT: 29-14054, 29-14055, 29-14056, 29-14080, 29-14081, & 29-14082

Rented Rate
 0.49 CFS

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14054**

5. 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.
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 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. 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 place of use.
13. Diversion of water from the point(s) of diversion authorized by approved Transfer 77467 shall not exceed the total combined maximum diversion rates and total combined maximum diversion volumes as specified below:

Wells 1 – 4 are limited to 14.69 cfs and 3420.6 af
Well no. 1: NWSESE Sec. 21, T08S, R29E, B.M.
Well no. 2: NWNWSW Sec. 22, T08S, R29E, B.M.
Well no. 3: SWSENW Sec. 22, T08S, R29E, B.M.
Well no. 4: SWSENW Sec. 22, T08S, R29E, B.M.
Well 10 is limited to 5.88 cfs and 1852.9 af
Well no. 10: NENWSW Sec. 26, T08S, R29E, B.M.

Wells 5 – 9 are limited to 31.77 cfs and 8435.2 af
Well no. 5: NWNENW Sec. 23, T08S, R29E, B.M.
Well no. 6: SESESW Sec. 13, T08S, R29E, B.M.
Well no. 7: NWNENW Sec. 19, T08S, R30E, B.M.
Well no. 8: SWSWNE Sec. 24, T08S, R29E, B.M.
Well no. 9: NWSESW Sec. 24, T08S, R29E, B.M.

14. 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. 120.
15. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
16. Prior to diversion and use of water under Transfer approval 77467, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 29-14055

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: KBC FARMS LLC
3010 MCKINLEY ST
AMERICAN FALLS ID 83211

Priority Date: 6/20/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.02 CFS	3.9 AF
	Total:		0.02 CFS	3.9 AF

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

GROUND WATER	NWSESE	Sec. 21, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNWSW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 23, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSWNE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWSENW	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NENWSW	Sec. 26, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 19, Twp 08S, Rge 30E, POWER County
GROUND WATER	SESESW	Sec. 13, Twp 08S, Rge 29E, POWER 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	
08S	29E	14									3.0	3.6	35.7	5.8					48.1
08S	29E	15															12.4	27.9	40.3

Total Acres: 88.4

Acre limit within place of use described: 1.0

COMBINED LIMITS OF RENTED RIGHT:

29-14054, 29-14055, 29-14056, 29-14080, 29-14081, & 29-14082

Rented Rate

0.49 CFS

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14055**

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 agreement does not authorize the construction of a well.
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. 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 place of use.
13. Diversion of water from the point(s) of diversion authorized by approved Transfer 77467 shall not exceed the total combined maximum diversion rates and total combined maximum diversion volumes as specified below:

<u>Wells 1 – 4 are limited to 14.69 cfs and 3420.6 af</u> Well no. 1: NWSESE Sec. 21, T08S, R29E, B.M. Well no. 2: NWNWSW Sec. 22, T08S, R29E, B.M. Well no. 3: SWSSENW Sec. 22, T08S, R29E, B.M. Well no. 4: SWSSENW Sec. 22, T08S, R29E, B.M. <u>Well 10 is limited to 5.88 cfs and 1852.9 af</u> Well no. 10: NENWSW Sec. 26, T08S, R29E, B.M.	<u>Wells 5 – 9 are limited to 31.77 cfs and 8435.2 af</u> Well no. 5: NWNENW Sec. 23, T08S, R29E, B.M. Well no. 6: SESESW Sec. 13, T08S, R29E, B.M. Well no. 7: NWNENW Sec. 19, T08S, R30E, B.M. Well no. 8: SWSWNE Sec. 24, T08S, R29E, B.M. Well no. 9: NWSENW Sec 24, T08S, R29E, B.M.
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14. 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. 120.
15. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
16. Prior to diversion and use of water under Transfer approval 77467, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14056**

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: KBC FARMS LLC
3010 MCKINLEY ST
AMERICAN FALLS ID 83211

Priority Date: 10/26/1966

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.01 CFS	2.8 AF
Total:			0.01 CFS	2.8 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWSESE	Sec. 21, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSENE	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSENE	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNWSW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 23, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSWNE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWSENE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NENWSW	Sec. 26, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 19, Twp 08S, Rge 30E, POWER County
GROUND WATER	SESESW	Sec. 13, Twp 08S, Rge 29E, POWER 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	
08S	29E	14									3.0	3.6	35.7	5.8					48.1
08S	29E	15															12.4	27.9	40.3

Total Acres: 88.4

Acre limit within place of use described: 0.7

COMBINED LIMITS OF RENTED RIGHT:

29-14054, 29-14055, 29-14056, 29-14080, 29-14081, & 29-14082

Rented Rate

0.49 CFS

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
4. This rental agreement does not authorize the construction of a well.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14056**

5. 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.
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. 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 place of use.
13. Diversion of water from the point(s) of diversion authorized under Transfer 77467 shall not exceed a total combined maximum diversion rate as specified below:

Wells 1 – 4 are limited to 14.69 cfs and 3420.6 af

Well no. 1: NWSESE Sec. 21, T08S, R29E, B.M.

Well no. 2: NWNWSW Sec. 22, T08S, R29E, B.M.

Well no. 3: SWSSENW Sec. 22, T08S, R29E, B.M.

Well no. 4: SWSSENW Sec. 22, T08S, R29E, B.M.

Well 10 is limited to 5.88 cfs and 1852.9 af

Well no. 10: NENWSW Sec. 26, T08S, R29E, B.M.

Wells 5 – 9 are limited to 31.77 cfs and 8435.2 af

Well no. 5: NWNENW Sec. 23, T08S, R29E, B.M.

Well no. 6: SESESW Sec. 13, T08S, R29E, B.M.

Well no. 7: NWNENW Sec. 19, T08S, R30E, B.M.

Well no. 8: SWSWNE Sec. 24, T08S, R29E, B.M.

Well no. 9: NWSSENW Sec 24, T08S, R29E, B.M.

14. 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. 120.
15. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
16. Prior to diversion and use of water under Transfer approval 77467, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
18. The period of use for the irrigation described in this approval may be extended to a beginning date of 4/1 and an ending date of 10/31 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 5/1 and after 10/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 3/22/2004.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 29-14080

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: KBC FARMS LLC
3010 MCKINLEY ST
AMERICAN FALLS ID 83211

Priority Date: 12/31/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.27 CFS	87.6 AF
Total:			0.27 CFS	87.6 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWSESE	Sec. 21, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNWSW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 23, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSWNE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWSESW	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NENWSW	Sec. 26, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 19, Twp 08S, Rge 30E, POWER County
GROUND WATER	SESESW	Sec. 13, Twp 08S, Rge 29E, POWER 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	
08S	29E	14									3.0	3.6	35.7	5.8					48.1
08S	29E	15															12.4	27.9	40.3

Total Acres: 88.4

Acre limit within place of use described: 21.9

<u>COMBINED LIMITS OF RENTED RIGHT:</u>	<u>Rented Rate</u>
29-14054, 29-14055, 29-14056, 29-14080, 29-14081, & 29-14082	0.49 CFS

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14080**

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. This rental agreement does not authorize the construction of a well.
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. 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 place of use.
13. Diversion of water from the point(s) of diversion authorized under Transfer 77467 shall not exceed a total combined maximum diversion rate as specified below:

Wells 1 – 4 are limited to 14.69 cfs and 3420.6 af
Well no. 1: NWSESE Sec. 21, T08S, R29E, B.M.
Well no. 2: NWNWSW Sec. 22, T08S, R29E, B.M.
Well no. 3: SWSSENW Sec. 22, T08S, R29E, B.M.
Well no. 4: SWSSENW Sec. 22, T08S, R29E, B.M.
Well 10 is limited to 5.88 cfs and 1852.9 af
Well no. 10: NENWSW Sec. 26, T08S, R29E, B.M.

Wells 5 – 9 are limited to 31.77 cfs and 8435.2 af
Well no. 5: NWNENW Sec. 23, T08S, R29E, B.M.
Well no. 6: SESESW Sec. 13, T08S, R29E, B.M.
Well no. 7: NWNENW Sec. 19, T08S, R30E, B.M.
Well no. 8: SWSWNE Sec. 24, T08S, R29E, B.M.
Well no. 9: NWSSENW Sec 24, T08S, R29E, B.M.

14. 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. 120.
15. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
16. Prior to diversion and use of water under Transfer approval 77467, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 29-14081

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: KBC FARMS LLC
3010 MCKINLEY ST
AMERICAN FALLS ID 83211

Priority Date: 6/20/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.03 CFS	4.4 AF
Total:			0.03 CFS	4.4 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWSESE	Sec. 21, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNWSW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 23, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSWNE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWSENW	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NENWSW	Sec. 26, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 19, Twp 08S, Rge 30E, POWER County
GROUND WATER	SESESW	Sec. 13, Twp 08S, Rge 29E, POWER 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	
08S	29E	14									3.0	3.6	35.7	5.8					48.1
08S	29E	15															12.4	27.9	40.3

Total Acres: 88.4

Acre limit within place of use described: 1.1

COMBINED LIMITS OF RENTED RIGHT:

29-14054, 29-14055, 29-14056, 29-14080, 29-14081, & 29-14082

Rented Rate

0.49 CFS

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14081**

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. This rental agreement does not authorize the construction of a well.
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. 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 place of use.
13. Diversion of water from the point(s) of diversion authorized under Transfer 77467 shall not exceed a total combined maximum diversion rate as specified below:

Wells 1 – 4 are limited to 14.69 cfs and 3420.6 af
Well no. 1: NWSESE Sec. 21, T08S, R29E, B.M.
Well no. 2: NWNWSW Sec. 22, T08S, R29E, B.M.
Well no. 3: SWSENW Sec. 22, T08S, R29E, B.M.
Well no. 4: SWSENW Sec. 22, T08S, R29E, B.M.
Well 10 is limited to 5.88 cfs and 1852.9 af
Well no. 10: NENWSW Sec. 26, T08S, R29E, B.M.

Wells 5 – 9 are limited to 31.77 cfs and 8435.2 af
Well no. 5: NWNENW Sec. 23, T08S, R29E, B.M.
Well no. 6: SESESW Sec. 13, T08S, R29E, B.M.
Well no. 7: NWNENW Sec. 19, T08S, R30E, B.M.
Well no. 8: SWSWNE Sec. 24, T08S, R29E, B.M.
Well no. 9: NWSENW Sec 24, T08S, R29E, B.M.

14. 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. 120.
15. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
16. Prior to diversion and use of water under Transfer approval 77467, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 29-14082

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: KBC FARMS LLC
3010 MCKINLEY ST
AMERICAN FALLS ID 83211

Priority Date: 10/26/1966

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.02 CFS	3.6 AF
Total:			0.02 CFS	3.6 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWSESE	Sec. 21, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNWSW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 23, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSWNE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWSENW	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NENWSW	Sec. 26, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 19, Twp 08S, Rge 30E, POWER County
GROUND WATER	SESESW	Sec. 13, Twp 08S, Rge 29E, POWER 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	
08S	29E	14									3.0	3.6	35.7	5.8					48.1
08S	29E	15															12.4	27.9	40.3

Total Acres: 88.4

Acre limit within place of use described: 0.9

COMBINED LIMITS OF RENTED RIGHT:

29-14054, 29-14055, 29-14056, 29-14080, 29-14081, & 29-14082

Rented Rate

0.49 CFS

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. This rental agreement does not authorize the construction of a well.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14082**

5. 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.
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. 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 place of use.
13. Diversion of water from the point(s) of diversion authorized under Transfer 77467 shall not exceed a total combined maximum diversion rate as specified below:

Wells 1 – 4 are limited to 14.69 cfs and 3420.6 af
Well no. 1: NWSESE Sec. 21, T08S, R29E, B.M.
Well no. 2: NWNWSW Sec. 22, T08S, R29E, B.M.
Well no. 3: SWSSENW Sec. 22, T08S, R29E, B.M.
Well no. 4: SWSSENW Sec. 22, T08S, R29E, B.M.
Well 10 is limited to 5.88 cfs and 1852.9 af
Well no. 10: NENWSW Sec. 26, T08S, R29E, B.M.

Wells 5 – 9 are limited to 31.77 cfs and 8435.2 af
Well no. 5: NWNENW Sec. 23, T08S, R29E, B.M.
Well no. 6: SESESW Sec. 13, T08S, R29E, B.M.
Well no. 7: NWNENW Sec. 19, T08S, R30E, B.M.
Well no. 8: SWSWNE Sec. 24, T08S, R29E, B.M.
Well no. 9: NWSSENW Sec 24, T08S, R29E, B.M.

14. 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. 120.
15. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
16. Prior to diversion and use of water under Transfer approval 77467, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
18. The period of use for the irrigation described in this approval may be extended to a beginning date of 4/1 and an ending date of 10/31 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 5/1 and after 10/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 3/22/2004.

WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-14040

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: KBC FARMS LLC
 3010 MCKINLEY ST
 AMERICAN FALLS ID 83211

Priority Date: 10/16/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.37 CFS	158.0 AF
Total:			0.37 CFS	158.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWSESE	Sec. 21, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNWSW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 23, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSWNE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWSENW	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NENWSW	Sec. 26, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 19, Twp 08S, Rge 30E, POWER County
GROUND WATER	SESESW	Sec. 13, Twp 08S, Rge 29E, POWER 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	
08S	29E	14									3.0	3.6	35.7	5.8					48.1
08S	29E	15															12.4	27.9	40.3

Total Acres: 88.4

Acre limit within place of use described: 39.5

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-14040**

5. This rental agreement does not authorize the construction of a well.
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. 120.
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 place of use.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 43-13595

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: KBC FARMS LLC
3010 MCKINLEY ST
AMERICAN FALLS ID 83211

Priority Date: 05/04/1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.06 CFS	13.5 AF
Total:			0.06 CFS	13.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWSESE	Sec. 21, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNWSW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 23, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSWNE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWSENW	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NENWSW	Sec. 26, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 19, Twp 08S, Rge 30E, POWER County
GROUND WATER	SESESW	Sec. 13, Twp 08S, Rge 29E, POWER 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	
08S	29E	14									3.0	3.6	35.7	5.8					48.1
08S	29E	15															12.4	27.9	40.3

Total Acres: 88.4

Acre limit within place of use described: 3.4

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>
43-13595 & 43-13597	0.06 CFS

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 43-13595**

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. This rental agreement does not authorize the construction of a well.
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. 120.
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 place of use.
14. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 43-13597**

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: KBC FARMS LLC
3010 MCKINLEY ST
AMERICAN FALLS ID 83211

Priority Date: 11/04/1959

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.01 CFS	6.5 AF
Total:			0.01 CFS	6.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWSESE	Sec. 21, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSNW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNWSW	Sec. 22, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 23, Twp 08S, Rge 29E, POWER County
GROUND WATER	SWSWNE	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWSESW	Sec. 24, Twp 08S, Rge 29E, POWER County
GROUND WATER	NENWSW	Sec. 26, Twp 08S, Rge 29E, POWER County
GROUND WATER	NWNENW	Sec. 19, Twp 08S, Rge 30E, POWER County
GROUND WATER	SESESW	Sec. 13, Twp 08S, Rge 29E, POWER 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	
03N	01E	24	44	7.0	1.0														8.0

Total Acres: 88.4

Acre limit within place of use described: 1.6

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>
43-13595 & 43-13597	0.06 CFS

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 43-13597**

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. This rental agreement does not authorize the construction of a well.
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. 120.
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 place of use.
14. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use.