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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF  
WATER RESOURCES

## WATER SUPPLY BANK RENTAL AGREEMENT

This is to certify that: HOUGHLAND FARMS INC  
1842 W 800 S PINGREE  
PINGREE ID 83262-1253  
(208) 317-5340

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board") being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

|                      | Water<br>Right | Rented<br>Rate | Annual Rented<br>Volume | Total Rented<br>Acres |
|----------------------|----------------|----------------|-------------------------|-----------------------|
| Split 7/2013 →       | 29-7122        | 1.28 CFS       | 320.8 AF                | 80.2 AC               |
|                      | 35-14292       | 0.51 CFS       | 128.3 AF                | 32.1 AC               |
| *COMBINED Group 1184 | 35-14308       | 0.77 CFS       | 192.5 AF                | 48.1 AC               |
| RENTAL TOTALS:       |                | 1.28 CFS       | 320.8 AF                | 80.2 AC*              |

\*Limited to the irrigation of 69.0 AC. The remaining 11.2 AC provides mitigation to increased depletions of the Eastern Snake Plain Aquifer.

## TERM OF RENTAL:

April 1, 2012 to October 31, 2012  
April 1, 2013 to October 31, 2013  
April 1, 2014 to October 31, 2014  
April 1, 2015 to October 31, 2015  
April 1, 2016 to October 31, 2016

## RENTAL FEE:

\$4,491.20 for 2012  
\$5,453.60 for 2013 thru 2016

The fee for rental of the above-described water is \$4,491.20 for 2012 and \$5,453.60 each year for 2013 thru 2016. An annual payment shall be received by the Department prior to March 15 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 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:

Dated this 12<sup>th</sup> day of September, 2012.

By: John Houghland  
(Print Name)

[Signature]  
(Signature)

President  
(Title if on behalf of company or organization)

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