

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

OCT 15 2013

DEPARTMENT OF
WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

This is to certify that: ABERDEEN SPRINGFIELD CANAL CO
PO BOX 857
ABERDEEN ID 83210
(208) 397-4192

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 Right	Rented Rate	Annual Rented Volume	Total Rented Acres
35-2543	2.20 CFS	936.0 AF	234.0 AC

COMBINED**RENTAL TOTALS:** **2.20 CFS** **936.0 AF** **234.0 AC****TERM OF RENTAL:** May 20, 2013, to December 31, 2013**RENTAL FEE:** **\$1,591.20**

The total fee for rental of above-described water is \$15,912.00. The renter is also the lessor under this agreement and is therefore obligated to pay only the administrative fee of \$1,591.20

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 10th day of October, 20 13.

By: Steven T. Hawser
(Print Name)

[Signature]
(Signature)

General Manager, Secretary
(Title if on behalf of company or organization)

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 this 31st day of October, 20 13.

[Signature]
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 35-2543
WATER SUPPLY BANK RENTAL AGREEMENT

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: ABERDEEN SPRINGFIELD CANAL CO.
P.O. BOX 857
ABERDEEN ID 83210

Priority Date: 8/7/1958

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	5/31	10/31	2.20 CFS	936.0 AF
	Total:		2.20 CFS	936.0 AF

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

GROUND WATER NW¼NW¼ Sec. 24 Twp 07S Rge 30E 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	
07S	30E	23	39.0			40.0													79.0
07S	30E	24					38.0	39.0	40.0	38.0									155.0

Total Acres: 234.0

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. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
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.

**WATER RIGHT NO. 35-2543
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER 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. 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.





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

October 31, 2013

ABERDEEN SPRINGFIELD CANAL CO
PO BOX 857
ABERDEEN ID 83210

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 35-2543 and 35-4246**

Dear Renter:

Please find enclosed a receipt in the amount of **\$3,111.34** (\$1,520.14 for 223.5 acres and \$1,591.20 for 234.0 acres) and a copy of two (2) fully executed Water Supply Bank Rental Agreements in connection with the rental of 1,830.2 acre-feet irrigation of a total of 457.5 acres (894.2 acre-feet of water for irrigation of 223.5 acres and 936.0 acre-feet of water for irrigation of 234.0 acres) during 2013. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreements.

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) 287-4944.

Sincerely,

for Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C097863
Rental Agreements (Copies)

c: Sascha Marston – Fiscal
James Cefalo- IDWR Eastern Region
Randall C. Budge – Racine Olson Nye Budge & Bailey
Rob Harris – Holden Kidwell Hahn & Crapo PLLC
Greg Sullivan – Brockway Engineering PLLC