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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SEP 24 2013

DEPARTMENT OF
WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

This is to certify that: J.R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST
P.O. 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

Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
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: July 15, 2013, to December 31, 2013

RENTAL FEE: **\$4,674.15**

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:

Dated this 23rd day of September, 2013.

By: Ronald N. Graves
(Print Name)


(Signature)
J.R. Simplot Self-Declaration
of Revocable Trust
(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 24th day of September, 2013.


BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 61-2162 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: J.R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST
P.O. BOX 27
BOISE ID 83707
(208) 336-2110

Priority Date: 1/22/1964

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	3.05 CFS	1417.5 AF
	Total:		3.05 CFS	1417.5 AF

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

GROUND WATER	SE¼SE¼	Sec. 31	Twp 04S	Rge 04E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 5	Twp 05S	Rge 04E	ELMORE County
GROUND WATER	NE¼SW¼	Sec. 5	Twp 05S	Rge 04E	ELMORE 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	
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						39.0
04S	04E	5		36.0			19.0												55.0

Total Acres: 611.0

Acre Limit within Place of Use described: 315.0

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. After specific notification by the Department, the right holder shall record the quantity of water diverted or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
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.

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

CONDITIONS OF WATER USE

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.

WATER RIGHT NO. 61-2163
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: J.R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST
P.O. BOX 27
BOISE ID 83707
(208) 336-2110

Priority Date: 12/2/1963

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	3.09 CFS	1332.0 AF
	Total:		3.09 CFS	1332.0 AF

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

GROUND WATER	SE¼SE¼	Sec. 31	Twp 04S	Rge 04E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 5	Twp 05S	Rge 04E	ELMORE County
GROUND WATER	NE¼SW¼	Sec. 5	Twp 05S	Rge 04E	ELMORE 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	
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						39.0
04S	04E	5		36.0			19.0												55.0

Total Acres: 611.0

Acre Limit within Place of Use described: 296.0

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. After specific notification by the Department, the right holder shall record the quantity of water diverted or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
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.

**WATER RIGHT NO. 61-2163
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.