

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

RECEIVED

SEP 13 2013

DEPARTMENT OF
WATER RESOURCES

This is to certify that: J.R. SIMPLOT COMPANY
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
2-10471	2.24 CFS	168.0 AF	112.0 AC

COMBINED

RENTAL TOTALS: **2.24 CFS** **168.0 AF** **112.0 AC**

TERM OF RENTAL: July 1, 2013, to November 15, 2013

RENTAL FEE: **\$2,856.00**

The fee for rental of the above-described water is \$2,856.00. Ten percent (\$285.60) will go to the Department for administrative costs, and the remainder will be paid to the lessor.

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 11TH day of SEPTEMBER, 2013.

By: DAVID SPURLING
(Print Name)

(Signature)

Senior Vice President, Secretary and
(Title if on behalf of company or organization)
General Counsel

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 13th day of September, 2013.


BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 2-10471
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 COMPANY
 PO BOX 27
 BOISE ID 83707
 (208) 336-2110

Priority Date: 2/25/1963

Source: SNAKE RIVER **Tributary to:** COLUMBIA RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	07/01	to 11/15	2.24 CFS	168.0 AF
	Total:		2.24 CFS	168.0 AF

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

SNAKE RIVER Gv Lt. 4 SW¼SW¼ Sec. 22 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	
05S	04E	16													10.0			37.0	47.0
05S	04E	21			25.0								40.0						65.0

Total Acres: 112.0

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. 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. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.

**WATER RIGHT NO. 2-10471
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CONDITIONS OF WATER USE

8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 02.

