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MAR 12 2013

DEPARTMENT OF  
WATER RESOURCES

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

This is to certify that: MITCHELL D SORENSEN  
3871 W 2500 N  
MOORE ID 83255  
(208) 221-3293

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 |
|------------------------------------|----------------|------------------|-------------------------|-----------------------|
|                                    | 34-7052        | 6.00 CFS         | 2195.5 AF               | 472.0 AC              |
|                                    | 34-7110        | 8.07 CFS         | NA                      | 472.0 AC              |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |                | <b>13.49 CFS</b> | <b>2360.0 AF</b>        | <b>472.0 AC</b>       |

**TERM OF RENTAL:** April 1, 2013 to November 1, 2013

**RENTAL FEE:** \$40,120

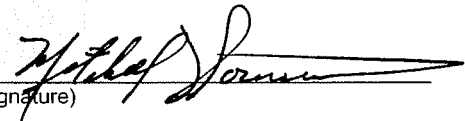
The total fee for rental of the above-described water is \$33,040.00. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$4,012.00.

Detailed water right specific limitations and conditions attached. \$3,304.00  
see cover letter dated March 5, 2013

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 8<sup>th</sup> day of MARCH, 20 13.

By: Mitchell D. Sorensen  
(Print Name)

  
(Signature)

(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 14<sup>th</sup> day of March, 20 13.

  
for GARY SPACKMAN, Interim Director  
Department of Water Resources

**WATER RIGHT NO. 34-7052**  
**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:** MITCHELL D SORENSEN  
 3871 W 2500 N  
 MOORE ID 83255  
 (208) 221-3293

**Priority Date:** 11/13/1973

**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  | 6.00 CFS              | 2195.5 AF        |
|                       | <b>Total:</b> |           | <b>6.00 CFS</b>       | <b>2195.5 AF</b> |

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

|              |           |         |         |         |              |
|--------------|-----------|---------|---------|---------|--------------|
| GROUND WATER | NW¼NW¼NW¼ | Sec. 21 | Twp 05N | Rge 26E | BUTTE County |
| GROUND WATER | NE¼NW¼NW¼ | Sec. 21 | Twp 05N | Rge 26E | BUTTE County |

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp | Rge | Sec | NE   |    |      |      | NW |    |    |      | SW |    |    |    | SE   |      |    |      |        |
|-----|-----|-----|------|----|------|------|----|----|----|------|----|----|----|----|------|------|----|------|--------|
|     |     |     | NE   | NW | SW   | SE   | NE | NW | SW | SE   | NE | NW | SW | SE | NE   | NW   | SW | SE   | Totals |
| 03N | 25E | 11  | 39.7 | 40 | 39.4 | 38.4 | 40 | 40 | 40 | 39.6 |    |    |    |    | 39.4 | 39.8 | 38 | 37.7 | 472    |

Total Acres: 472

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

**WATER RIGHT NO. 34-7052  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

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. 34.
13. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
14. Use of this right with Right No. 34-7110 is limited to the irrigation of a combined total of 472 acres in a single irrigation season.
15. Use of this right with Right No. 34-7110 is limited to a total combined diversion rate of 13.49 cfs and to a total combined annual diversion volume of 2360 AF.

**WATER RIGHT NO. 34-7110**  
**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:** MITCHELL D SORENSEN  
 3871 W 2500 N  
 MOORE ID 83255  
 (208) 221-3293

**Priority Date:** 05/15/1975

**Source:** BIG LOST RIVER      **Tributary to:** SINKS

|                              |                    |                  |                              |                      |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| <u><b>BENEFICIAL USE</b></u> | <u><b>From</b></u> | <u><b>To</b></u> | <u><b>Diversion Rate</b></u> | <u><b>Volume</b></u> |
| IRRIGATION                   | 04/01              | to 11/01         | 8.07 CFS                     |                      |
|                              | <b>Total:</b>      |                  | <b>8.07 CFS</b>              |                      |

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

BIG LOST RIVER NW¼SE¼SE¼ Sec. 4      Twp 05N    Rge 26E      BUTTE County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp | Rge | Sec | NE   |    |      |      | NW |    |    |      | SW |    |    |    | SE   |      |    |      |        |
|-----|-----|-----|------|----|------|------|----|----|----|------|----|----|----|----|------|------|----|------|--------|
|     |     |     | NE   | NW | SW   | SE   | NE | NW | SW | SE   | NE | NW | SW | SE | NE   | NW   | SW | SE   | Totals |
| 03N | 25E | 11  | 39.7 | 40 | 39.4 | 38.4 | 40 | 40 | 40 | 39.6 |    |    |    |    | 39.4 | 39.8 | 38 | 37.7 | 472    |

Total Acres: 472

**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.
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.

**WATER RIGHT NO. 34-7110  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. 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. 34.
12. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
13. Use of this right with Right No. 34-7052 is limited to the irrigation of a combined total of 472 acres in a single irrigation season.
14. Use of this right with Right No. 34-7052 is limited to a total combined diversion rate of 13.49 cfs and to a total combined annual diversion volume of 2360 AF.