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MAR 04 2013

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

DEPARTMENT OF  
WATER RESOURCES

This is to certify that: J R SIMPLOT CO  
C/O VIC CONRAD  
999 MAIN ST STE 1300  
PO 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<br>Right | Rented<br>Rate  | Annual Rented<br>Volume | Total Rented<br>Acres |
|------------------------------------|----------------|-----------------|-------------------------|-----------------------|
|                                    | 24-4017        | 0.90 CFS        | 158.6 AF*               | 45.3 AC               |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |                | <b>0.90 CFS</b> | <b>158.6 AF*</b>        | <b>45.3 AC</b>        |

\*The renter is limited to a diversion volume of 113.3 acre-feet for the use authorized under this agreement.

**TERM OF RENTAL:** January 4, 2013 to December 31, 2013

**RENTAL FEE:** \$2,696.20

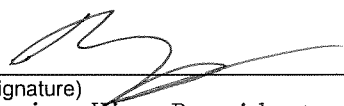
The total fee for rental of the above-described water is \$2,696.20. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$269.62.

Detailed water right specific limitations and conditions attached.

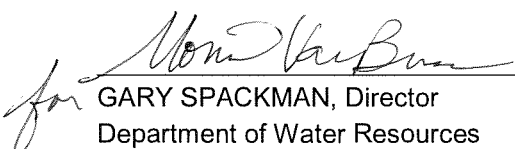
The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

Dated this 25th day of February, 2013.

By: Terry T. Uhling  
(Print Name)

  
(Signature)  
Senior Vice President,  
Secretary & General Counsel  
(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 4th day of March, 2013.

  
for GARY SPACKMAN, Director  
Department of Water Resources

## WATER RIGHT NO. 24-4017 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 CO  
C/O VIC CONRAD  
999 MAIN ST STE 1300  
PO BOX 27  
BOISE ID 83707  
(208) 336-2110

**Priority Date:** 09/18/1890

**Source:** SOUTH FORK SAGE CREEK **Tributary to:** SAGE CREEK

|                              |                    |                  |                              |                      |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| <b><u>BENEFICIAL USE</u></b> | <b><u>From</u></b> | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
| INDUSTRIAL                   | 04/15 to           | 10/31            | 0.90 CFS                     | *158.6 AF            |
|                              | <b>Total:</b>      |                  | <b>0.90 CFS</b>              | <b>*158.6 AF</b>     |

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

SOUTH FORK SAGE CREEK SE¼NE¼SE¼ Sec. 18 Twp 09S Rge 46E CARIBOU County

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

| Twp | Rge | Sec | NE |           |    |    | NW        |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|-----------|----|----|-----------|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW        | SW | SE | NE        | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 08S | 45E | 25  |    |           |    |    |           |    |    |    |    |    |    |    | X  |    | X  | X  | NA     |
| 08S | 46E | 30  |    |           |    |    |           |    |    |    |    |    | X  |    |    |    |    |    | NA     |
| 08S | 46E | 31  |    |           |    |    |           | X  | X  |    |    | X  | X  | X  |    | X  |    |    | NA     |
| 09S | 45E | 13  |    |           |    |    |           |    |    |    |    |    |    |    | X  |    | X  | X  | NA     |
| 09S | 46E | 6   |    | X (Lot 2) | X  | X  | X (Lot 3) |    |    |    |    |    |    | X  |    | X  | X  |    | NA     |
| 09S | 46E | 7   |    |           | X  |    | X         |    |    | X  | X  |    |    | X  |    | X  | X  |    | NA     |
| 09S | 46E | 18  |    |           |    |    | X         |    |    | X  | X  |    | X  | X  |    |    | X  |    | NA     |
| 09S | 46E | 19  |    | X         |    |    | X         | X  |    |    |    |    |    |    |    |    |    |    | NA     |

Total Acres: NA

### CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- The water rented under this agreement is appurtenant to irrigation of 45.3 acres.
- \*The renter is limited to a diversion volume of 113.3 acre-feet for the use authorized under this agreement.
- 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.

**WATER RIGHT NO. 24-4017  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

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.
12. Industrial use is for dust abatement for road construction.