

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

RECEIVED

APR 03 2012

DEPARTMENT OF
WATER RESOURCES

This is to certify that: CLEFT OF THE ROCK FARMS
51 N 3350 E
AMERICAN FALLS ID 83211
(208) 349-5542

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
	43-2409B	3.20 CFS	640.0 AF	160.0 AC
COMBINED RENTAL TOTALS:		3.20 CFS	640.0 AF	160.0 AC

TERM OF RENTAL: March 15, 2012 to November 15, 2012
March 15, 2013 to November 15, 2013
March 15, 2014 to November 15, 2014

RENTAL FEE: **\$8,960.00 per year**

The fee for rental of the above-described water is \$8,960.00 per year. An annual payment shall be received by the Department prior to March 15, the start of the irrigation season, each year for the duration of the rental period. The agreement will be void if the payment is not received in a given year.

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 31 day of March, 20 12.

By: Ken Woodworth
(Print Name)

Ken Woodworth
(Signature)

PTB
(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 9th day of April, 20 12.

Monica VanBuren
GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 43-2409B
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: CLEFT OF THE ROCK FARMS
 51 N 3350 E
 AMERICAN FALLS ID 83211
 (208) 349-5542

Priority Date: 04/23/1954

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	3.20 CFS	640.0 AF
	Total:		3.20 CFS	640.0 AF

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

GROUND WATER	SW¼SW¼SW¼	Sec. 29	Twp 10S	Rge 28E	CASSIA County
GROUND WATER	SE¼SE¼SW¼	Sec. 29	Twp 10S	Rge 28E	CASSIA 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	
10S	28E	32									32.5	30.0		32.5		32.5	32.5		160

Total Acres: 160

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The use of water under this right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
3. 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.
4. After specific notification by the Department, the right holder shall install a suitable measuring device 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.
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 43-2409B
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CONDITIONS OF WATER USE

10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.