



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

January 19, 2012

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

OWYHEE FARMING COMPANY LLC
PO BOX 310
AMERICAN FALLS ID 83211

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-2261D, 2-7064, 2-7237A, 2-10181, 2-10189, 2-10316, 2-10434 AND 2-10450**

Dear Renter:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. I have enclosed a Water Supply Bank Rental Agreement for your review and signature. Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of **\$100,675.40** per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 7,191.1 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to March 15 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check made payable to the Idaho Department of Water Resources, together with the signed rental agreement, to my attention within 14 days so I can complete the processing.

If you have any questions, please contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Enclosure(s)

c: John Westra – IDWR Western Regional Office

GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 2-2261D 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: OWYHEE FARMING COMPANY LLC
PO BOX 310
AMERICAN FALLS ID 83211

Priority Date: 12/19/1963

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	03/15 to	11/15	0.43 CFS	108.5 AF
	Total:		0.43 CFS	108.5 AF

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

SNAKE RIVER SE¼SE¼ Sec. 4 Twp 06S Rge 08E OWYHEE 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
06S	08E	4										31.2	31.8	32.6			29.8		125.4
		5			0.6		0.6	29.7	38.5	25.6	34.5	26.5	7.4	11.1	30.9	32.4	31.5	30.2	299.5
		6	23.1			30									0.8				53.9
		7			18.5	27.7				6.3	13.7			16.3	18.9	32.6	27.8	24.2	186.0
		8	15.1		20.5	18.3	25.8	22.7	35.7	31.3		16.9	12.5	33.6	2.3	32	32.7	2.2	301.6
		10						5.1	37.7	15.2	18.2	39.1	38.3	13					166.6
		15					13.5	38.3	37.6	13.1	14.4	38	39.3	15.4					209.6
		17	13.9	34.4	7.5	13.5	12.6	3.6	1.2	30.6	35.4	35.1	31	31.3	8.3	10.6	35.7	14.9	319.6

Total Acres: 1662.2

Acre Limit within Place of Use described: 21.7

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.

**WATER RIGHT NO. 2-2261D
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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 use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.
11. 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 place of use described above.

WATER RIGHT NO. 2-7064 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: OWYHEE FARMING COMPANY LLC
PO BOX 310
AMERICAN FALLS ID 83211

Priority Date: 04/23/1970

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	03/15	to 11/15	6.36 CFS	1590.0 AF
	Total:		6.36 CFS	1590.0 AF

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

SNAKE RIVER SE¼SE¼ Sec. 4 Twp 06S Rge 08E OWYHEE 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	
06S	08E	4										31.2	31.8	32.6			29.8		125.4
		5			0.6		0.6	29.7	38.5	25.6	34.5	26.5	7.4	11.1	30.9	32.4	31.5	30.2	299.5
		6	23.1			30									0.8				53.9
		7			18.5	27.7				6.3	13.7			16.3	18.9	32.6	27.8	24.2	186.0
		8	15.1		20.5	18.3	25.8	22.7	35.7	31.3		16.9	12.5	33.6	2.3	32	32.7	2.2	301.6
		10						5.1	37.7	15.2	18.2	39.1	38.3	13					166.6
		15					13.5	38.3	37.6	13.1	14.4	38	39.3	15.4					209.6
		17	13.9	34.4	7.5	13.5	12.6	3.6	1.2	30.6	35.4	35.1	31	31.3	8.3	10.6	35.7	14.9	319.6

Total Acres: 1662.2

Acre Limit within Place of Use described: 318.0

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.

**WATER RIGHT NO. 2-7064
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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 use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.
11. 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 place of use described above.

WATER RIGHT NO. 2-7237A 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: OWYHEE FARMING COMPANY LLC
PO BOX 310
AMERICAN FALLS ID 83211

Priority Date: 12/23/1976

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	03/15	to 11/15	5.90 CFS	1475.0 AF
	Total:		5.90 CFS	1475.0 AF

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

SNAKE RIVER SE¼SE¼ Sec. 4 Twp 06S Rge 08E OWYHEE 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	
06S	08E	4										31.2	31.8	32.6			29.8		125.4
		5			0.6		0.6	29.7	38.5	25.6	34.5	26.5	7.4	11.1	30.9	32.4	31.5	30.2	299.5
		6	23.1			30									0.8				53.9
		7			18.5	27.7				6.3	13.7			16.3	18.9	32.6	27.8	24.2	186.0
		8	15.1		20.5	18.3	25.8	22.7	35.7	31.3		16.9	12.5	33.6	2.3	32	32.7	2.2	301.6
		10						5.1	37.7	15.2	18.2	39.1	38.3	13					166.6
		15					13.5	38.3	37.6	13.1	14.4	38	39.3	15.4					209.6
		17	13.9	34.4	7.5	13.5	12.6	3.6	1.2	30.6	35.4	35.1	31	31.3	8.3	10.6	35.7	14.9	319.6

Total Acres: 1662.2

Acre Limit within Place of Use described: 295.0

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.

**WATER RIGHT NO. 2-7237A
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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 use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.
11. 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 place of use described above.

WATER RIGHT NO. 2-10181 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: OWYHEE FARMING COMPANY LLC
PO BOX 310
AMERICAN FALLS ID 83211

Priority Date: 04/09/1970

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	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:

SNAKE RIVER SE¼SE¼ Sec. 4 Twp 06S Rge 08E OWYHEE 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
06S	08E	4										31.2	31.8	32.6			29.8		125.4
		5			0.6		0.6	29.7	38.5	25.6	34.5	26.5	7.4	11.1	30.9	32.4	31.5	30.2	299.5
		6	23.1			30									0.8				53.9
		7			18.5	27.7				6.3	13.7			16.3	18.9	32.6	27.8	24.2	186.0
		8	15.1		20.5	18.3	25.8	22.7	35.7	31.3		16.9	12.5	33.6	2.3	32	32.7	2.2	301.6
		10						5.1	37.7	15.2	18.2	39.1	38.3	13					166.6
		15					13.5	38.3	37.6	13.1	14.4	38	39.3	15.4					209.6
		17	13.9	34.4	7.5	13.5	12.6	3.6	1.2	30.6	35.4	35.1	31	31.3	8.3	10.6	35.7	14.9	319.6

Total Acres: 1662.2

Acre Limit within Place of Use described: 160.0

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.

**WATER RIGHT NO. 2-10181
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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 use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.
11. 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 place of use described above.

WATER RIGHT NO. 2-10189
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: OWYHEE FARMING COMPANY LLC
 PO BOX 310
 AMERICAN FALLS ID 83211

Priority Date: 02/25/1963

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	04/01	to 10/31	2.83 CFS	473.6 AF
	Total:		2.83 CFS	473.6 AF

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

SNAKE RIVER SE¼SE¼ Sec. 4 Twp 06S Rge 08E OWYHEE 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	
06S	08E	4										31.2	31.8	32.6			29.8		125.4
		5			0.6		0.6	29.7	38.5	25.6	34.5	26.5	7.4	11.1	30.9	32.4	31.5	30.2	299.5
		6	23.1			30									0.8				53.9
		7			18.5	27.7				6.3	13.7			16.3	18.9	32.6	27.8	24.2	186.0
		8	15.1		20.5	18.3	25.8	22.7	35.7	31.3		16.9	12.5	33.6	2.3	32	32.7	2.2	301.6
		10						5.1	37.7	15.2	18.2	39.1	38.3	13					166.6
		15					13.5	38.3	37.6	13.1	14.4	38	39.3	15.4					209.6
		17	13.9	34.4	7.5	13.5	12.6	3.6	1.2	30.6	35.4	35.1	31	31.3	8.3	10.6	35.7	14.9	319.6

Total Acres: 1662.2

Acre Limit within Place of Use described: 141.5

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.

**WATER RIGHT NO. 2-10189
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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 period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
11. 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 place of use described above.

WATER RIGHT NO. 2-10316
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: OWYHEE FARMING COMPANY LLC
 PO BOX 310
 AMERICAN FALLS ID 83211

Priority Date: 04/09/1970

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	03/15 to	11/15	1.60 CFS	320.0 AF
	Total:		1.60 CFS	320.0 AF

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

SNAKE RIVER SE¼SE¼ Sec. 4 Twp 06S Rge 08E OWYHEE 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	
06S	08E	4										31.2	31.8	32.6			29.8		125.4
		5			0.6		0.6	29.7	38.5	25.6	34.5	26.5	7.4	11.1	30.9	32.4	31.5	30.2	299.5
		6	23.1			30									0.8				53.9
		7			18.5	27.7				6.3	13.7			16.3	18.9	32.6	27.8	24.2	186.0
		8	15.1		20.5	18.3	25.8	22.7	35.7	31.3		16.9	12.5	33.6	2.3	32	32.7	2.2	301.6
		10						5.1	37.7	15.2	18.2	39.1	38.3	13					166.6
		15					13.5	38.3	37.6	13.1	14.4	38	39.3	15.4					209.6
		17	13.9	34.4	7.5	13.5	12.6	3.6	1.2	30.6	35.4	35.1	31	31.3	8.3	10.6	35.7	14.9	319.6

Total Acres: 1662.2

Acre Limit within Place of Use described: 80.0

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.

**WATER RIGHT NO. 2-10316
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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 use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.
11. 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 place of use described above.

WATER RIGHT NO. 2-10434
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: OWYHEE FARMING COMPANY LLC
 PO BOX 310
 AMERICAN FALLS ID 83211

Priority Date: 02/25/1963

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	04/01 to	10/31	5.00 CFS	1000.0 AF
	Total:		5.00 CFS	1000.0 AF

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

SNAKE RIVER SE¼SE¼ Sec. 4 Twp 06S Rge 08E CASSIA 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
06S	08E	4										31.2	31.8	32.6			29.8		125.4
		5			0.6		0.6	29.7	38.5	25.6	34.5	26.5	7.4	11.1	30.9	32.4	31.5	30.2	299.5
		6	23.1			30									0.8				53.9
		7			18.5	27.7				6.3	13.7			16.3	18.9	32.6	27.8	24.2	186.0
		8	15.1		20.5	18.3	25.8	22.7	35.7	31.3		16.9	12.5	33.6	2.3	32	32.7	2.2	301.6
		10						5.1	37.7	15.2	18.2	39.1	38.3	13					166.6
		15					13.5	38.3	37.6	13.1	14.4	38	39.3	15.4					209.6
		17	13.9	34.4	7.5	13.5	12.6	3.6	1.2	30.6	35.4	35.1	31	31.3	8.3	10.6	35.7	14.9	319.6

Total Acres: 1662.2

Acre Limit within Place of Use described: 250.0

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.

**WATER RIGHT NO. 2-10434
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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 period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
11. 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.

WATER RIGHT NO. 2-10450
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: OWYHEE FARMING COMPANY LLC
 PO BOX 310
 AMERICAN FALLS ID 83211

Priority Date: 02/25/1963

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	03/15 to	11/15	7.92 CFS	1584.0 AF
	Total:		7.92 CFS	1584.0 AF

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

SNAKE RIVER SE¼SE¼ Sec. 4 Twp 06S Rge 08E 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	
06S	08E	4										31.2	31.8	32.6			29.8		125.4
		5			0.6		0.6	29.7	38.5	25.6	34.5	26.5	7.4	11.1	30.9	32.4	31.5	30.2	299.5
		6	23.1			30									0.8				53.9
		7			18.5	27.7				6.3	13.7			16.3	18.9	32.6	27.8	24.2	186.0
		8	15.1		20.5	18.3	25.8	22.7	35.7	31.3		16.9	12.5	33.6	2.3	32	32.7	2.2	301.6
		10						5.1	37.7	15.2	18.2	39.1	38.3	13					166.6
		15					13.5	38.3	37.6	13.1	14.4	38	39.3	15.4					209.6
		17	13.9	34.4	7.5	13.5	12.6	3.6	1.2	30.6	35.4	35.1	31	31.3	8.3	10.6	35.7	14.9	319.6

Total Acres: 1662.2

Acre Limit within Place of Use described: 396.0

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.

**WATER RIGHT NO. 2-10450
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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 use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.
11. 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 place of use described above.