

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

This is to certify that: **TELFORD LANDS LLC**
 1450 HWY 24
 PAUL ID 83347

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
	36-2416	0.09 CFS	NA	NA
	36-7002B	0.11 CFS	NA	NA
COMBINED RENTAL TOTALS:		0.20 CFS	40.7 AF	NA
	36-15985	0.04 CFS	8.1 AF	NA
COMBINED RENTAL TOTALS:		0.23 CFS	48.8 AF	NA

TERM OF RENTAL: August 1, 2011, to October 31, 2011

RENTAL FEE: \$683.20

The total fee for rental of the above-described water is \$683.20. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$68.32.

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 19th day of AUGUST, 20 11.

By: ROBERT L. JARRIS
 (Print Name)

Robert L. Jarris
 (Signature)

ATTORNEY, TELFORD LANDS LLC
 (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 24th day of August, 20 11.

Monica Van Buren
 for GARY SPACKMAN, Interim Director
 Department of Water Resources

**WATER RIGHT NO. 36-2416
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: TELFORD LANDS LLC
1450 HWY 24
PAUL ID 83347

Priority Date: 01/20/1960

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
PUMP TEST	08/01	to 10/31	0.09 CFS	
	Total:		0.09 CFS	

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

GROUND WATER SW¼SE¼SW¼ Sec. 1 Twp 03N Rge 26E BUTTE County

RENTER'S PLACE OF USE: PUMP TEST

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 water rented under this agreement is appurtenant to irrigation of 4.4 acres.
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. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
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.

**WATER RIGHT NO. 36-2416
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Prior to the diversion and use of water under this approval, the right holder shall install and maintain acceptable measuring devices, including data loggers, at the authorized point of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
14. The rental of Right Nos. 36-2416 and 36-7002B is limited to a total combined annual diversion volume of 40.7 acre feet.
15. The rental of Right Nos. 36-2416, 36-7002B and 36-15985 is limited to a total combined diversion rate of 0.23 cfs and a total combined annual diversion volume of 48.8 AF at the field headgate.

**WATER RIGHT NO. 36-7002B
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: TELFORD LANDS LLC
1450 HWY 24
PAUL ID 83347

Priority Date: 08/01/1967

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
PUMP TEST	08/01	10/31	0.11 CFS	
	Total:		0.11CFS	

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

GROUND WATER SW¼SE¼SW¼ Sec. 1 Twp 03N Rge 26E BUTTE County

RENTER'S PLACE OF USE: PUMP TEST

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 water rented under this agreement is appurtenant to irrigation of 5.8 acres.
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. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
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.

**WATER RIGHT NO. 36-7002B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Prior to the diversion and use of water under this approval, the right holder shall install and maintain acceptable measuring devices, including data loggers, at the authorized point of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
14. The rental of Right Nos. 36-2416 and 36-7002B is limited to a total combined annual diversion volume of 40.7 acre feet.
15. The rental of Right Nos. 36-2416, 36-7002B and 36-15985 is limited to a total combined diversion rate of 0.23 cfs and a total combined annual diversion volume of 48.8 AF at the field headgate.

**WATER RIGHT NO. 36-15985
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: TELFORD LANDS LLC
1450 HWY 24
PAUL ID 83347

Priority Date: 12/07/1979

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
PUMP TEST	08/01	to 10/31	0.04 CFS	
	Total:		0.04CFS	

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

GROUND WATER SW¼SE¼SW¼ Sec. 1 Twp 03N Rge 26E BUTTE County

RENTER'S PLACE OF USE: PUMP TEST

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 water rented under this agreement is appurtenant to irrigation of 2.0 acres.
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. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
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.

**WATER RIGHT NO. 36-15985
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Prior to the diversion and use of water under this approval, the right holder shall install and maintain acceptable measuring devices, including data loggers, at the authorized point of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
14. The rental of Right Nos. 36-2416, 36-7002B and 36-15985 is limited to a total combined diversion rate of 0.23 cfs and a total combined annual diversion volume of 48.8 AF at the field headgate.