



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

July 25, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

OWYHEE FARMING CO LLC
PO BOX 310
AMERICAN FALLS ID 83211

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 57-579, 57-180B, 57-181, 57-7152, 2-2361, 2-2370, 2-7001
AND 2-10020**

Dear Renter:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("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 **\$11,655.00** per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 832.5 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to March 1 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
Greg Sullivan – Brockway Engineering
Chad Nettleton – Watermaster, Water District 57D

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:

	Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
	57-179	0.02 CFS	814.5 AF	181.0 AC
	57-180B	0.01 CFS	814.5 AF	181.0 AC
	57-181	3.27 CFS	814.5 AF	181.0 AC
	57-7152	NA	164.5 AF	181.0 AC
COMBINED RENTAL TOTALS:		3.27 CFS	814.5 AF	181.0 AC
	2-2361	3.52 CFS	852.9 AF	169.4 AC
	2-2370	0.19 CFS	48.6 AF	9.7 AC
	2-7001	2.69 CFS	9.5 AF	185.0 AC
	2-10020	2.49 CFS	2.8 AF	171.4 AC
COMBINED RENTAL TOTALS:		3.52 CFS	913.8 AF	185.0 AC
OVERALL RENTAL TOTALS:		6.79 CFS	832.5 AF	185.0 AC

The fee for rental of the above-described water is \$11,655.00 per year. An annual payment shall be received by the Department prior to March 1, the beginning of the irrigation season, each year 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. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

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:

(Title if on behalf of company or organization)

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER RIGHT NO. 57-179 ET AL
WATER SUPPLY BANK RENTAL AGREEMENT**

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 ____ day of _____, 20____.

GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 57-179
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 CO LLC
 PO BOX 310
 AMERICAN FALLS ID 83211
 (208) 201-1500

Priority Date: 04/01/1865

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	0.02 CFS	814.5 AF
	Total:		0.02 CFS	814.5 AF

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W 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
03S	01W	5		31	31		31			31						30	31		185

Total Acres: 185.0

Acre Limit within Place of Use described: 181.0

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.
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.

**WATER RIGHT NO. 57-179
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. 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. 57D.
11. Rental of Right Nos. 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 185 acres in a single irrigation season.
12. Use of Right Nos. 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 4537 acres in a single irrigation season.
13. Water is delivered through Murphy Mutual Canal.
14. Rental of Right Nos. 57-579, 57-580B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 181.0 acres in a single irrigation season, a total annual diversion volume of 814.5 af at the field headgate and to a total combined diversion rate of 3.27 cfs.
15. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.

WATER RIGHT NO. 57-180B
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 CO LLC
 PO BOX 310
 AMERICAN FALLS ID 83211
 (208) 201-1500

Priority Date: 04/01/1865

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	0.01 CFS	814.5 AF
	Total:		0.01 CFS	814.5 AF

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W 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
03S	01W	5		31	31		31			31						30	31		185

Total Acres: 185.0

Acre Limit within Place of Use described: 181.0

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.
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.

**WATER RIGHT NO. 57-180B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. 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. 57D.
11. Rental of Right Nos. 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 185 acres in a single irrigation season.
12. Use of Right Nos. 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 4537 acres in a single irrigation season.
13. Water is delivered through Murphy Mutual Canal.
14. Rental of Right Nos. 57-579, 57-580B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 181.0 acres in a single irrigation season, a total annual diversion volume of 814.5 af at the field headgate and to a total combined diversion rate of 3.27 cfs.
15. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.

WATER RIGHT NO. 57-181
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 CO LLC
 PO BOX 310
 AMERICAN FALLS ID 83211
 (208) 201-1500

Priority Date: 12/26/1906

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	3.27 CFS	814.5 AF
	Total:		3.27 CFS	814.5 AF

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W 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
03S	01W	5		31	31		31			31						30	31		185

Total Acres: 185.0

Acre Limit within Place of Use described: 181.0

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.
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.

**WATER RIGHT NO. 57-181
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. 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. 57D.
11. Rental of Right Nos. 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 185 acres in a single irrigation season.
12. Use of Right Nos. 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 4537 acres in a single irrigation season.
13. Water is delivered through Murphy Mutual Canal.
14. Rental of Right Nos. 57-579, 57-580B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 181.0 acres in a single irrigation season, a total annual diversion volume of 814.5 af at the field headgate and to a total combined diversion rate of 3.27 cfs.
15. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.

WATER RIGHT NO. 57-7152
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 CO LLC
 PO BOX 310
 AMERICAN FALLS ID 83211
 (208) 201-1500

Priority Date: 10/30/1975

Source: SINKER CREEK **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION FROM STORAGE	03/15	to 11/15		164.5 AF
IRRIGATION STORAGE	03/15	to 11/15		164.5 AF
	Total:			164.5 AF

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

SINKER CREEK SE¼NW¼ Sec. 11 Twp 04S Rge 02W 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
03S	01W	5		31	31		31			31						30	31		185

Total Acres: 185.0

Acre Limit within Place of Use described: 181.0

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.
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.

**WATER RIGHT NO. 57-7152
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. 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. 57D.
11. Rental of Right Nos. 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 185 acres in a single irrigation season.
12. Use of Right Nos. 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 4537 acres in a single irrigation season.
13. Water is delivered through Murphy Mutual Canal.
14. Rental of Right Nos. 57-579, 57-580B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 181.0 acres in a single irrigation season, a total annual diversion volume of 814.5 af at the field headgate and to a total combined diversion rate of 3.27 cfs.
15. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.

WATER RIGHT NO. 2-2361
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 CO LLC
 PO BOX 310
 AMERICAN FALLS ID 83211
 (208) 201-1500

Priority Date: 01/08/1965

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 10/15	3.52 CFS	852.9 AF
	Total:		3.52 CFS	852.9 AF

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

SNAKE RIVER L3 (NW¼NW¼) Sec. 6 Twp 03S Rge 01E 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
03S	01W	5		31	31		31			31						30	31		185

Total Acres: 185.0

Acre Limit within Place of Use described: 169.4

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.
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.

**WATER RIGHT NO. 2-2361
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Rental of Right Nos. 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 185 acres in a single irrigation season.
11. Use of Right Nos. 2-2361, 2-2370, 2-7001 and 2-10020 is limited to a total combined diversion rate of 66.04 cfs.
12. Use of Right Nos. 2-2361, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 4882 acres in a single irrigation season.
13. Rental of Right Nos. 2-2361, 2-2370, 2-7001 and 2-10020 is limited to the irrigation of a combined total of 185.0 acres in a single irrigation season, a total annual diversion volume of 913.8 af at the field headgate and to a total combined diversion rate of 3.52 cfs.
14. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
15. The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

WATER RIGHT NO. 2-2370 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 CO LLC
PO BOX 310
AMERICAN FALLS ID 83211
(208) 201-1500

Priority Date: 04/30/1965

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 10/15	0.19 CFS	48.6 AF
	Total:		0.19 CFS	48.6 AF

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

SNAKE RIVER L3 (NW¼NW¼) Sec. 6 Twp 03S Rge 01E 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
03S	01W	5		31	31		31			31						30	31		185

Total Acres: 185.0

Acre Limit within Place of Use described: 9.7

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.
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.

**WATER RIGHT NO. 2-2370
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Rental of Right Nos. 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 185 acres in a single irrigation season.
11. Use of Right Nos. 2-2361, 2-2370, 2-7001 and 2-10020 is limited to a total combined diversion rate of 66.04 cfs.
12. Use of Right Nos. 2-2361, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 4882 acres in a single irrigation season.
13. Rental of Right Nos. 2-2361, 2-2370, 2-7001 and 2-10020 is limited to the irrigation of a combined total of 185.0 acres in a single irrigation season, a total annual diversion volume of 913.8 af at the field headgate and to a total combined diversion rate of 3.52 cfs.
14. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
15. The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

WATER RIGHT NO. 2-7001
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 CO LLC
 PO BOX 310
 AMERICAN FALLS ID 83211
 (208) 201-1500

Priority Date: 07/13/1967

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 10/15	2.69 CFS	9.5 AF
	Total:		2.69 CFS	9.5 AF

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

SNAKE RIVER L3 (NW¼NW¼) Sec. 6 Twp 03S Rge 01E 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
03S	01W	5		31	31		31			31						30	31		185

Total Acres: 185.0

Acre Limit within Place of Use described: 185.0

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.
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.

**WATER RIGHT NO. 2-7001
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Rental of Right Nos. 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 185 acres in a single irrigation season.
11. Use of Right Nos. 2-2361, 2-2370, 2-7001 and 2-10020 is limited to a total combined diversion rate of 66.04 cfs.
12. Use of Right Nos. 2-2361, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 4882 acres in a single irrigation season.
13. Rental of Right Nos. 2-2361, 2-2370, 2-7001 and 2-10020 is limited to the irrigation of a combined total of 185.0 acres in a single irrigation season, a total annual diversion volume of 913.8 af at the field headgate and to a total combined diversion rate of 3.52 cfs.
14. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
15. The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

WATER RIGHT NO. 2-10020
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 CO LLC
 PO BOX 310
 AMERICAN FALLS ID 83211
 (208) 201-1500

Priority Date: 04/30/1965

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 STORAGE	03/01	to 11/15		2.8 AF
IRRIGATION FROM STORAGE	03/01	to 11/15		2.8 AF
DIVERSION TO STORAGE	03/01	to 11/15	2.49 CFS	
	Total:		2.49 CFS	2.8 AF

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

SNAKE RIVER L3 (NW¼NW¼) Sec. 6 Twp 03S Rge 01E 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
03S	01W	5		31	31		31			31						30	31		185

Total Acres: 185.0

Acre Limit within Place of Use described: 171.4

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. 2-10020
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. Rental of Right Nos. 2-2361, 2-2370, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 185 acres in a single irrigation season.
11. Use of Right Nos. 2-2361, 2-2370, 2-7001 and 2-10020 is limited to a total combined diversion rate of 66.04 cfs.
12. Use of Right Nos. 2-2361, 2-7001, 2-10020, 57-179, 57-180B, 57-181 and 57-7152 is limited to the irrigation of a combined total of 4882 acres in a single irrigation season.
13. Rental of Right Nos. 2-2361, 2-2370, 2-7001 and 2-10020 is limited to the irrigation of a combined total of 185.0 acres in a single irrigation season, a total annual diversion volume of 913.8 af at the field headgate and to a total combined diversion rate of 3.52 cfs.
14. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.