



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

May 4, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

KENT PARKINSON
260 N 4300 E
RIGBY ID 83442

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107,
35-14109, 35-14111**

Dear Renter:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank"). Enclosed, please find 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 \$2,342.20 per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 167.3 acre-feet. However, since you have a private agreement with the lessor, you need only pay the Department's administrative fee of 10%, which is **\$234.22** annually. An annual payment shall be received by the Department prior to the execution of this agreement and prior to April 1 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: Lyle Swank – IDWR Eastern Regional Office

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

This is to certify that: KENT PARKINSON
 260 N 4300 E
 RIGBY ID 83442
 (208) 745-0108
 PARKINSONFARMER@GMAIL.COM

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
	35-13932	0.51 CFS	147.6 AF	36.9 AC
RENTAL TOTAL:		0.51 CFS	147.6 AF	36.9 AC
	35-14099	0.03 CFS	6.8 AF	1.8 AC
	35-14101	0.03 CFS	6.7 AF	1.7 AC
	35-14103	0.03 CFS	6.8 AF	1.7 AC
	35-14105	0.02 CFS	3.4 AF	0.9 AC
COMBINED RENTAL TOTALS:		0.04 CFS	17.5 AF	6.0 AC
	35-14107	0.01 CFS	1.0 AF	0.3 AC
	35-14109	0.01 CFS	1.0 AF	0.2 AC
	35-14111	0.01 CFS	1.0 AF	0.2 AC
COMBINED RENTAL TOTALS:		0.01 CFS	0.3 AF	0.7 AC
COMBINED RENTAL TOTALS:		0.53 CFS	167.3 AF	43.6 AC

TERM OF RENTAL: April 1, 2011 to November 1, 2011
April 1, 2012 to November 1, 2012
April 1, 2013 to November 1, 2013
April 1, 2014 to November 1, 2014

RENTAL FEE: \$2,342.20 annually

The fee for rental of the above-described water is \$2,342.20 per year. Through a private agreement with the lessor, the renter is only obligated to pay the administrative fee of \$234.22.

An annual payment shall be received by the Department prior to April 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.

Detailed water right specific limitations and conditions attached.

**WATER RIGHT NOS. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107,
35-14109 AND 35-14111**

**WATER SUPPLY BANK RENTAL AGREEMENT cont'd.
Summary of Water Rights or Portions Rented from the Bank**

	<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
RENTAL TOTAL:	35-13932	0.51 CFS	147.6 AF	36.9 AC
		0.51 CFS	147.6 AF	36.9 AC
	35-14099	0.03 CFS	6.8 AF	1.8 AC
	35-14101	0.03 CFS	6.7 AF	1.7 AC
	35-14103	0.03 CFS	6.8 AF	1.7 AC
	35-14105	0.02 CFS	3.4 AF	0.9 AC
COMBINED RENTAL TOTALS:		0.04 CFS	17.5 AF	6.0 AC
	35-14107	0.01 CFS	1.0 AF	0.3 AC
	35-14109	0.01 CFS	0.8 AF	0.2 AC
	35-14111	0.01 CFS	0.8 AF	0.2 AC
COMBINED RENTAL TOTALS:		0.01 CFS	0.3 AF	0.7 AC
COMBINED RENTAL TOTALS:		0.53 CFS	167.3 AF	43.6 AC

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 _____ day of _____, 20_____.

By: _____
(Print Name)

(Signature)

(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 ____ day of _____, 20_____.

GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 35-13932

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: KENT PARKINSON
 260 N 4300 E
 RIGBY ID 83442
 (208) 745-0108
 PARKINSONFARMER@GMAIL.COM

Priority Date: 05/26/1967

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.51 CFS	147.6 AF
	Total:		0.51 CFS	147.6 AF

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

GROUND WATER NW¼NE¼ Sec. 22 Twp 04N Rge 35E JEFFERSON 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	
04N	35E	23		21.8			21.8												43.6

Total Acres: 43.6

Acre Limit within Place of Use described: 36.9

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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. 35-13932
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. The rented portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.53 cfs, a total annual maximum diversion volume of 167.3 af at the field headgate and the irrigation of 43.6 acres.
13. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
14. 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.
15. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
16. The leased and unleased portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 6.67 cfs, a total annual maximum diversion volume of 2085.6 af at the field headgate, and the irrigation of 543.6 acres.
17. This rented portion is limited to 36.9 acres of irrigation within the place of use described above.

WATER RIGHT NO. 35-14099
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: KENT PARKINSON
 260 N 4300 E
 RIGBY ID 83442
 (208) 745-0108
 PARKINSONFARMER@GMAIL.COM

Priority Date: 09/25/1973

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.03 CFS	6.8 AF
	Total:		0.03 CFS	6.8 AF

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

GROUND WATER NW¼NE¼ Sec. 22 Twp 04N Rge 35E JEFFERSON 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
04N	35E	23		21.8			21.8												43.6

Total Acres: 43.6

Acre Limit within Place of Use described: 1.8

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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. 35-14099
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. The rented portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.53 cfs, a total annual maximum diversion volume of 167.3 af at the field headgate and the irrigation of 43.6 acres.
13. The rented portions of Water Right Nos. 35-14099, 35-14101, 35-14103 and 35-14105 when combined shall not exceed a total diversion rate of 0.04 cfs, a total annual maximum diversion volume of 17.5 af at the field headgate and the irrigation of 6.0 acres.
14. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
15. 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.
16. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
17. The leased and unleased portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 6.67 cfs, a total annual maximum diversion volume of 2085.6 af at the field headgate, and the irrigation of 543.6 acres.
18. The leased and unleased portions of Water Right Nos. 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 1.03 cfs, a total annual maximum diversion volume of 439.2 af at the field headgate, and the irrigation of 132.0 acres.
19. This rented portion is limited to 1.8 acres of irrigation within the place of use described above.

WATER RIGHT NO. 35-14101
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: KENT PARKINSON
 260 N 4300 E
 RIGBY ID 83442
 (208) 745-0108
 PARKINSONFARMER@GMAIL.COM

Priority Date: 09/25/1973

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.03 CFS	6.7 AF
	Total:			0.03 CFS
				6.7 AF

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

GROUND WATER NW¼NE¼ Sec. 22 Twp 04N Rge 35E JEFFERSON 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	
04N	35E	23		21.8			21.8												43.6

Total Acres: 43.6

Acre Limit within Place of Use described: 1.7

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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. 35-14101
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. The rented portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.53 cfs, a total annual maximum diversion volume of 167.3 af at the field headgate and the irrigation of 43.6 acres.
13. The rented portions of Water Right Nos. 35-14099, 35-14101, 35-14103 and 35-14105 when combined shall not exceed a total diversion rate of 0.04 cfs, a total annual maximum diversion volume of 17.5 af at the field headgate and the irrigation of 6.0 acres.
14. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
15. 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.
16. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
17. The leased and unleased portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 6.67 cfs, a total annual maximum diversion volume of 2085.6 af at the field headgate, and the irrigation of 543.6 acres.
18. The leased and unleased portions of Water Right Nos. 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 1.03 cfs, a total annual maximum diversion volume of 439.2 af at the field headgate, and the irrigation of 132.0 acres.
19. This rented portion is limited to 1.7 acres of irrigation within the place of use described above.

WATER RIGHT NO. 35-14103
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: KENT PARKINSON
 260 N 4300 E
 RIGBY ID 83442
 (208) 745-0108
 PARKINSONFARMER@GMAIL.COM

Priority Date: 04/08/1975

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.03 CFS	6.8 AF
	Total:			0.03 CFS
				6.8 AF

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

GROUND WATER NW¼NE¼ Sec. 22 Twp 04N Rge 35E JEFFERSON 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
04N	35E	23		21.8			21.8												43.6

Total Acres: 43.6

Acre Limit within Place of Use described: 1.7

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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. 35-14103
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. The rented portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.53 cfs, a total annual maximum diversion volume of 167.3 af at the field headgate and the irrigation of 43.6 acres.
13. The rented portions of Water Right Nos. 35-14099, 35-14101, 35-14103 and 35-14105 when combined shall not exceed a total diversion rate of 0.04 cfs, a total annual maximum diversion volume of 17.5 af at the field headgate and the irrigation of 6.0 acres.
14. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
15. 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.
16. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
17. The leased and unleased portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 6.67 cfs, a total annual maximum diversion volume of 2085.6 af at the field headgate, and the irrigation of 543.6 acres.
18. The leased and unleased portions of Water Right Nos. 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 1.03 cfs, a total annual maximum diversion volume of 439.2 af at the field headgate, and the irrigation of 132.0 acres.
19. This rented portion is limited to 1.7 acres of irrigation within the place of use described above.

WATER RIGHT NO. 35-14105
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: KENT PARKINSON
 260 N 4300 E
 RIGBY ID 83442
 (208) 745-0108
 PARKINSONFARMER@GMAIL.COM

Priority Date: 05/23/1975

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.02 CFS	3.4 AF
	Total:			0.02 CFS
				3.4 AF

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

GROUND WATER NW¼NE¼ Sec. 22 Twp 04N Rge 35E JEFFERSON 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	
04N	35E	23		21.8			21.8												43.6

Total Acres: 43.6

Acre Limit within Place of Use described: 0.9

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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. 35-14105
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. The rented portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.53 cfs, a total annual maximum diversion volume of 167.3 af at the field headgate and the irrigation of 43.6 acres.
13. The rented portions of Water Right Nos. 35-14099, 35-14101, 35-14103 and 35-14105 when combined shall not exceed a total diversion rate of 0.04 cfs, a total annual maximum diversion volume of 17.5 af at the field headgate and the irrigation of 6.0 acres.
14. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
15. 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.
16. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
17. The leased and unleased portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 6.67 cfs, a total annual maximum diversion volume of 2085.6 af at the field headgate, and the irrigation of 543.6 acres.
18. The leased and unleased portions of Water Right Nos. 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 1.03 cfs, a total annual maximum diversion volume of 439.2 af at the field headgate, and the irrigation of 132.0 acres.
19. This rented portion is limited to 0.9 acres of irrigation within the place of use described above.

WATER RIGHT NO. 35-14107
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: KENT PARKINSON
 260 N 4300 E
 RIGBY ID 83442
 (208) 745-0108
 PARKINSONFARMER@GMAIL.COM

Priority Date: 07/27/1976

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.01 CFS	1.0 AF
	Total:		0.01 CFS	1.0 AF

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

GROUND WATER NW¼NE¼ Sec. 22 Twp 04N Rge 35E JEFFERSON 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
04N	35E	23		21.8			21.8												43.6

Total Acres: 43.6

Acre Limit within Place of Use described: 0.3

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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. 35-14107
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. The rented portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.53 cfs, a total annual maximum diversion volume of 167.3 af at the field headgate and the irrigation of 43.6 acres.
13. The rented portions of Water Right Nos. 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.01 cfs, a total annual maximum diversion volume of 0.3 af at the field headgate and the irrigation of 0.7 acres.
14. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
15. 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.
16. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
17. The leased and unleased portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 6.67 cfs, a total annual maximum diversion volume of 2085.6 af at the field headgate, and the irrigation of 543.6 acres.
18. The leased and unleased portions of Water Right Nos. 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.11 cfs, a total annual maximum diversion volume of 46.9 af at the field headgate, and the irrigation of 14.9 acres.
19. This rented portion is limited to 0.3 acres of irrigation within the place of use described above.

WATER RIGHT NO. 35-14109 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: KENT PARKINSON
260 N 4300 E
RIGBY ID 83442
(208) 745-0108
PARKINSONFARMER@GMAIL.COM

Priority Date: 05/23/1975

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.01 CFS	1.0 AF
	Total:		0.01 CFS	1.0 AF

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

GROUND WATER NW¼NE¼ Sec. 22 Twp 04N Rge 35E JEFFERSON 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
04N	35E	23		21.8			21.8												43.6

Total Acres: 43.6

Acre Limit within Place of Use described: 0.2

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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. 35-14109
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. The rented portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.53 cfs, a total annual maximum diversion volume of 167.3 af at the field headgate and the irrigation of 43.6 acres.
13. The rented portions of Water Right Nos. 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.01 cfs, a total annual maximum diversion volume of 0.3 af at the field headgate and the irrigation of 0.7 acres.
14. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
15. 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.
16. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
17. The leased and unleased portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 6.67 cfs, a total annual maximum diversion volume of 2085.6 af at the field headgate, and the irrigation of 543.6 acres.
18. The leased and unleased portions of Water Right Nos. 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.11 cfs, a total annual maximum diversion volume of 46.9 af at the field headgate, and the irrigation of 14.9 acres.
19. This rented portion is limited to 0.2 acres of irrigation within the place of use described above.

WATER RIGHT NO. 35-14111
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: KENT PARKINSON
 260 N 4300 E
 RIGBY ID 83442
 (208) 745-0108
 PARKINSONFARMER@GMAIL.COM

Priority Date: 10/10/1973

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.01 CFS	1.0 AF
	Total:		0.01 CFS	1.0 AF

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

GROUND WATER NW¼NE¼ Sec. 22 Twp 04N Rge 35E JEFFERSON 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
04N	35E	23		21.8			21.8												43.6

Total Acres: 43.6

Acre Limit within Place of Use described: 0.2

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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. 35-14111
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.
12. The rented portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.53 cfs, a total annual maximum diversion volume of 167.3 af at the field headgate and the irrigation of 43.6 acres.
13. The rented portions of Water Right Nos. 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.01 cfs, a total annual maximum diversion volume of 0.3 af at the field headgate and the irrigation of 0.7 acres.
14. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
15. 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.
16. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
17. The leased and unleased portions of Water Right Nos. 35-13932, 35-14099, 35-14101, 35-14103, 35-14105, 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 6.67 cfs, a total annual maximum diversion volume of 2085.6 af at the field headgate, and the irrigation of 543.6 acres.
18. The leased and unleased portions of Water Right Nos. 35-14107, 35-14109 and 35-14111 when combined shall not exceed a total diversion rate of 0.11 cfs, a total annual maximum diversion volume of 46.9 af at the field headgate, and the irrigation of 14.9 acres.
19. This rented portion is limited to 0.2 acres of irrigation within the place of use described above.