

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

RECEIVED
NOV 26 2010

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

DEPARTMENT OF
WATER RESOURCES

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board") being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
43-13595	1.53 CFS	359.2 AF	89.8 AC
43-13597	0.25 CFS	168.8 AF	42.2 AC
COMBINED RENTAL TOTALS:	1.78 CFS	528.0 AF	132.0 AC

TERM OF RENTAL: March 15, 2011 to November 15, 2015

RENTAL FEE: \$7,392.00

The fee for rental of the above-described water is \$7,392.00 per year. An annual payment shall be received by the Department prior to March 15, 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.

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 19 day of Nov, 20 10.

By: Cleft of the Rock Farms
(Print Name)

Russ D Woodworth
(Signature)

DWR
(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 29th day of November, 20 10.

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

WATER RIGHT NO. 43-13595
WATER SUPPLY BANK RENTAL AGREEMENT

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: CLEFT OF THE ROCK FARMS
 51 N 3350 E
 AMERICAN FALLS IDAHO 83211
 (208) 349-5542

Priority Date: 05/04/1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	1.53 CFS	359.2 AF
	Total:		1.53 CFS	359.2 AF

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

GROUND WATER SW¼SW¼ Sec. 29 Twp 10S Rge 28E CASSIA County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	28E	29															39	24	63
10S	28E	32	24	39			6												69

Total Acres: 132

Acre Limit within Place of Use described: 89.8

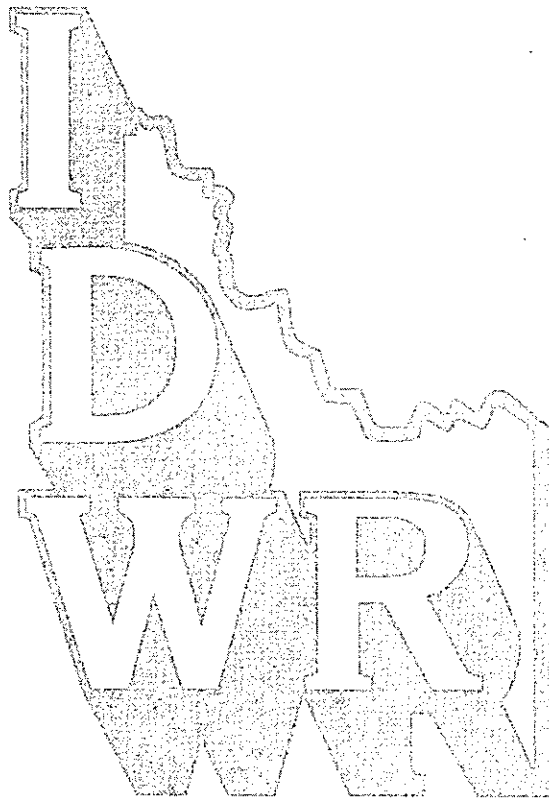
CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of rights 43-13595 and 43-13597 when combined shall not exceed a total diversion rate of 1.32 cfs.
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 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.

WATER RIGHT NO. 43-13595
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

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.
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.



WATER RIGHT NO. 43-13597
WATER SUPPLY BANK RENTAL AGREEMENT

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: CLEFT OF THE ROCK FARMS
 51 N 3350 E
 AMERICAN FALLS ID 83211
 (208) 349-5542

Priority Date: 05/23/1962

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.25 CFS	168.8 AF
	Total:		0.25 CFS	168.8 AF

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

GROUND WATER SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29 Twp 10S Rge 28E CASSIA County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	28E	29															39	24	63
10S	28E	32	24	39			6												69

Total Acres: 132

Acre Limit within Place of Use described: 42.2

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 rights 43-13595 and 43-13597 when combined shall not exceed a total diversion rate of 1.32 cfs.
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 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.

WATER RIGHT NO. 43-13597
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CONDITIONS OF WATER USE

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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.

