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JUN 14 2010

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

Water Supply Bank No. _____
(for Department use only)

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

Name of Renter Standlee Family Partnership LLC Phone 208-825-5117

Mailing address 826 South 1700 East Eden, ID 83325 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

✓ 1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
1.58 504 Irrigation 4/01 to 10/31
 _____ to _____
 _____ to _____

Total: 1.58 504

2. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
See Exhibit A							

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	12E	36						39	39	15			33						126

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 126

B. OWNERSHIP

- Do you own the land at the proposed point of diversion?
 Yes X No _____ If no, list owner, contact information, and provide documentation of the authority to use the proposed point of diversion. _____
- Do you own the land at the proposed place of use?
 Yes _____ No X If no, list owner, contact information, and provide documentation of the authority to use the proposed place of use. See attached agreement

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Existing wells, pumps, pipes and open ditches
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above. N/A
3. Will the proposed place of use receive water from any other source?
No ☒ Yes ☐ If yes, describe. _____
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental?
No ☒ Yes ☐ If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation?
No ☒ Yes ☐ If yes, describe. _____

E. RENTAL TERM

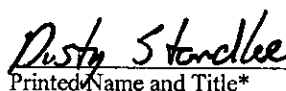
1. Do you wish to rent water from the Board's bank for more than one (1) year?
No ☐ Yes ☒
If yes, please specify the number of years desired through proposed rental. 5 years

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.


Signature of Applicant


Printed Name and Title*

6/9/10
Date

Signature of Applicant

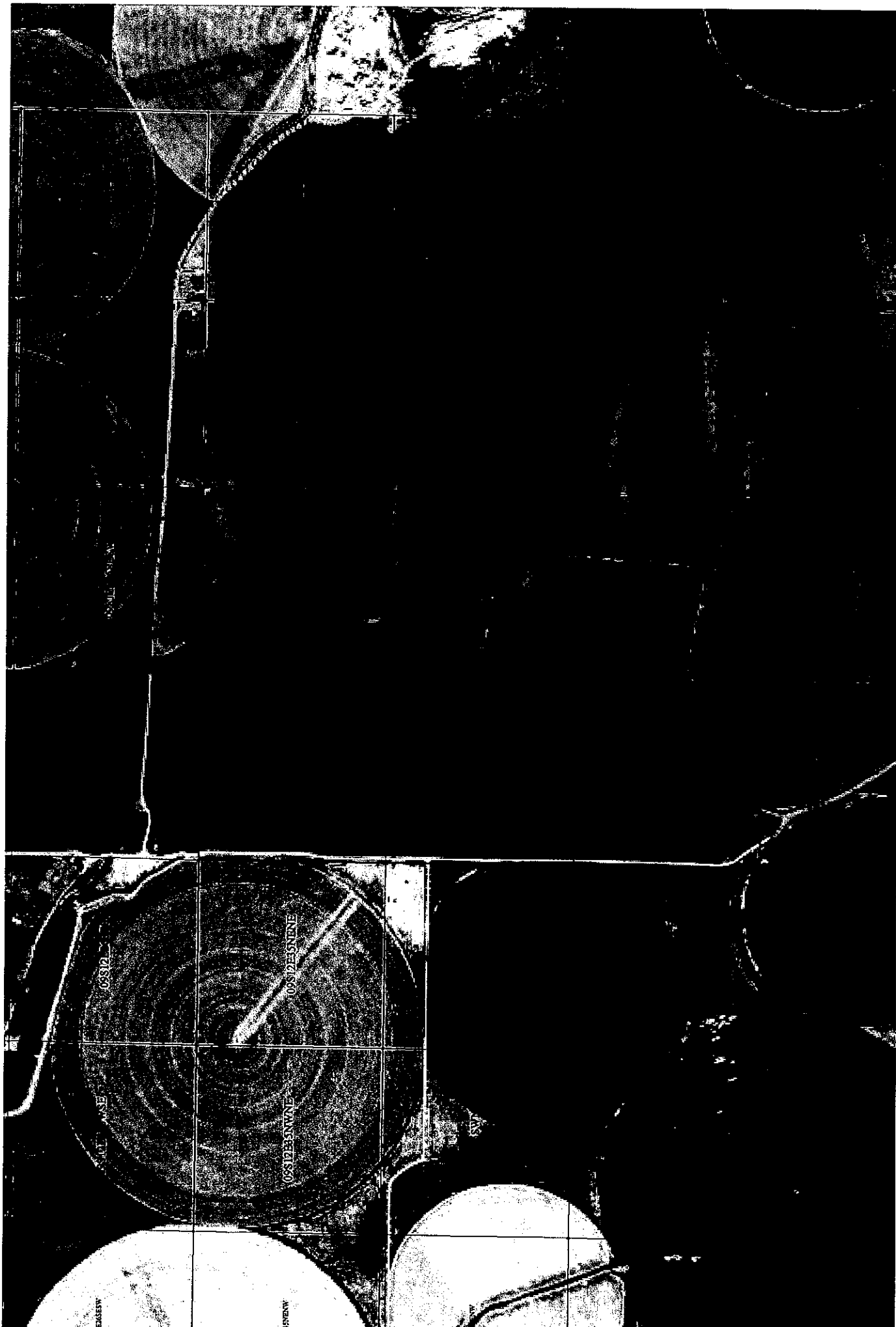
Printed Name and Title*

Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

Exhibit A
Standlee Family Limited Partnership
Points of Diversion

New	Lot	1/4	1/4	1/4	Sec.	Twp	Range	County	Source	Local name or tag#
-			SE	NE	12	10S	12E	Twin Falls	Ground Water	Well A
-		SW	SE	SE	1	10S	12E	Twin Falls	Ground Water	Well B
-		SW	SE	SW	1	10S	12E	Twin Falls	Ground Water	Well C
-		SW	SE	SW	1	10S	12E	Twin Falls	Ground Water	Well D
-		NW	SE	SW	2	10S	12E	Twin Falls	Ground Water	Well E
-			NW	SW	2	10S	12E	Twin Falls	Ground Water	Well F
-			NW	SW	2	10S	12E	Twin Falls	Ground Water	Well G
-		SW	NE	SW	35	9S	12E	Twin Falls	Ground Water	Well H
-		SW	NE	SW	35	9S	12E	Twin Falls	Ground Water	Well I
-		SE	SW	NW	35	9S	12E	Twin Falls	Ground Water	Well J
-		NE	NE	SE	34	9S	12E	Twin Falls	Ground Water	Well K
-		SE	NE	SE	34	9S	12E	Twin Falls	Ground Water	Well L
-		SW	NE	NW	34	9S	12E	Twin Falls	Ground Water	Well M





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REAL ESTATE LEASE

Ed Yragui, referred to as Landlord, and Standlee Hay Company, Inc. referred to as tenant, agree:

Landlord hereby leases and rents to tenant the premises described as follows:

160 acres total which includes 147.8 Tillable Acres Farm land

This lease shall be in effect for a term of 1 year, commencing on January 1, 2010. This lease renews automatically unless 90 day notice is given.

Tenant shall pay Landlord the sum of \$5,000.00 (Five Thousand Dollars and no/100) annually. *due June 1st*

Tenant shall at its own expense provide the following utilities: Irrigation Water Assessment, Power, Irrigation and normal wear and tear maintenance.

Landlord shall provide the property taxes.

Upon expiration of the lease, tenant will turn over possession of the leased premises in its present condition, reasonable wear and tear accepted.

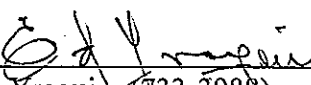
Tenant shall comply with all building, zoning and health codes and other applicable laws for said leased premises.

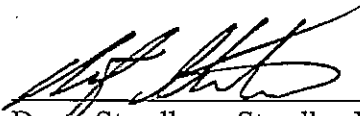
Tenant shall use the premises solely for: Farming.

Tenant shall maintain the premises in a proper manner and providing all weed control measures.

Tenant shall maintain \$1,000,000.00 liability insurance. Tenant shall maintain personal property insurance for anything owned by him.

Landlord will give Tenant first and last right to purchase property if Tenant will pay more than final written offer Landlord accepts.


Ed Yragui (733-3988)
PO Box 975 / 3627 N 3200 E
Twin Falls, Idaho 83302


Dusty Standlee – Standlee Hay Company, Inc.
826 S 1700 E
Eden, Idaho 83325 (825-5117)