

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

This is to certify that: GOLD EMBLEM FARMS
PO BOX 51780
IDAHO FALLS ID 83405

up
RECEIVED
DEC 26 2007

filed an application to rent water from the Water Supply Bank ("Bank") The Idaho Department of Water Resources ("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
33-02102	0.80 CFS	N/A	38.4 AC
33-14866	0.45 CFS	134.4 AF	38.4 AC
35-07103	1.02 CFS	206.4 AF	51.6 AC

COMBINED RENTAL TOTALS: **1.83 CFS 340.8 AF 90.0 AC**

TERM OF RENTAL: May 22, 2007 to December 31, 2007

RENTAL FEE: \$ 4,771.20

Detailed water right specific limitations and conditions attached

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

Dated this 19th day of December, 2007

By: Kent Taylor
(Print Name)

Kent Taylor
(Signature)

Partner
(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37 02 03030 (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 31st day of DECEMBER, 2007

David R. Tuthill, Jr.
FOR DAVID R. TUTHILL, JR., Director
Department of Water Resources

WATER RIGHT NO. 33-02102
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: GOLD EMBLEM FARMS
 PO BOX 51780
 IDAHO FALLS ID 83405

Priority Date: 06/21/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/31	0.80 CFS	N/A
	Total:		0.80 CFS	N/A

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

GROUND WATER NE¼SW¼ Sec 13 Twp 03N Rge 34E BONNEVILLE 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	
03N	34E	23	30.0																30.0
03N	34E	24							30.0	30.0									60.0

Total Acres: 90.0

Acre Limit within Place of Use described: 38.4

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
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. 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. 33-14866
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: GOLD EMBLEM FARMS
 PO BOX 51780
 IDAHO FALLS ID 83405

Priority Date: 11/10/1948

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/31	0.45 CFS	134.4 AF
	Total:		0.45 CFS	134.4 AF

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

GROUND WATER NE¼SW¼ Sec 13 Twp 03N Rge 34E BONNEVILLE 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	
03N	34E	23	30.0																30.0
03N	34E	24							30.0	30.0									60.0

Total Acres: 90.0

Acre Limit within Place of Use described: 38.4

CONDITIONS OF WATER USE

- 1 The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
- 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 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. 35-07103
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: GOLD EMBLEM FARMS
 PO BOX 51780
 IDAHO FALLS ID 83405

Priority Date: 11/06/1969

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	1.02 CFS	206.4 AF
	Total:		1.02 CFS	206.4 AF

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

GROUND WATER NE¼SW¼ Sec 13 Twp 03N Rge 34E BONNEVILLE 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
03N	34E	23	30.0																30.0
03N	34E	24							30.0	30.0									60.0

Total Acres: 90.0

Acre Limit within Place of Use described: 51.6

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
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. 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