

**STARTING
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FILE**

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

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

1. Renter: Idaho Power Company
2. Address: PO Box 70, Boise, ID 83707
3. Source of water: Snake River
4. Volume of water rented: Estimated volume of 78,759.9 af (based on total of 26,253.3 dried acres times 3.0 afa/yr).

Max rate: Estimated diversion rate of 62 cfs to 284 cfs

5. Diversion period: 2004 irrigation season
6. Use of water: Hydropower at Hells Canyon Complex
7. a) Renter's point of diversion:

Legal description: Brownlee, Oxbow, and Hells Canyon Projects

- b) Renter's place of use:

Legal description: NA

8. The right from which water will be rented is: See Attachment: Summary of Rentals

The U.S. Bureau of Reclamation (Reclamation) and Bonneville Power Administration agree to pay the Lessors identified on the attached list, a price per acre as specified in individual agreements between Reclamation and the Lessors (agreements). The agreements provide that one half of the estimated payment will be made on or about July 30, 2004, and one half will be after the irrigation season has ended and verification of compliance with the agreements is complete. The Idaho Department of Water Resources (IDWR) shall comply with the payment scheme specified in the individual agreements between Reclamation and the Lessors. Prior to making payment to the Lessors, IDWR will invoice Reclamation for the payment plus the associated ten percent (10%) for the Water Administration Account.

Reclamation and Bonneville Power Administration agree to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Rental of the right(s) from the bank is contingent upon a determination that the acres associated with the rental application have a valid Snake River water right(s), and that they qualify for payment as provided in Contract number 1425-04-WL-10-0023 (Contract) between Reclamation and IDWR to Implement the Rental of Water Rights Under the Pilot Program for Leasing of Snake River Natural Flow Water Rights for 2004 (Program).
3. Acceptance of a right into the bank does not confirm the validity of the right or any elements of the water right.
4. Rental of the right(s) from the bank shall be from May 1, 2004 to November 15, 2004, and the right(s) will be considered released from the bank on December 31, 2004.
5. Use of water under this agreement does not constitute a dedication of the water to renter's use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to its original points of diversion and place of use and/or again be available to rent from the bank.
6. Renter agrees to comply with Water Supply Bank Rules 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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

Dated this 24th day of July, 2004.

by [Signature]
for Idaho Power Company

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 23rd day of July, 2004.

[Signature]
for KARL J. DREHER, Director
Department of Water Resources

**2004 PILOT LEASING PROGRAM FOR LEASING OF SNAKE RIVER
NATURAL FLOW WATER RIGHTS
RENTAL OF WATER FROM THE WATER SUPPLY BANK
SUMMARY OF RENTALS FROM THE WATER SUPPLY BANK**

LESSOR	AGREEMENT BETWEEN LESSORS AND USBOF ¹			Estimated Total Payment by Reclamation	RENTED WATER RIGHT(S)
	Agreement No.	Contracted Idled Acres (ac)	Payment Rate (price/ac)		
Bell Rapids Mutual Irrigation Co.	1425-04-WL-10-00012	2405.9	\$150.00	\$360,885.00	2-10205
Bergh Farms	1425-04-WL-10-0004	477.6	\$139.50	\$66,625.20	2-2159, 2-2354, 2-7184, 2-7229, 2-7284
Clover Hollow, LLC.	1425-04-WL-10-0002	3122.4	\$139.00	\$434,013.60	2-2386, 2-2387, 2-2388, 2-7148
Dirks, Robert	1425-04-WL-10-0007	185.7	\$149.00	\$27,669.30	2-2279, 2-7012
Falcon Butte Farms, Inc.	1425-04-WL-10-0004	4072.2 197.0	\$111.50 \$134.50	\$480,546.80	2-2249, 2-2250, 2-2251, 2-2252, 2-2253, 2-2254, 2-2255, 2-2256, 2-2361, 2-7001
Farm Development Corp.	1425-04-WL-10-00013	123.6	\$150.00	\$18,540.00	2-2371, 2-2372
Grindstone Butte Mutual Canal CO	1425-04-WL-10-00011	5856.3	\$150.00	\$878,445.00	2-2262
Huey Farms, Inc.	1425-04-WL-10-0006	589.9	\$149.00	\$87,895.10	2-2361, 2-7001
Kitsos, Constantine	1425-04-WL-10-00018	52.3	\$150.00	\$7,845.00	2-2145, 2-7144
Little Valley Mutual Irrigation Company	1425-04-WL-10-00016	814.6	\$150.00	\$122,190.00	2-2443, 2-7030, 2-7068
Mills, James	1425-04-WL-10-00017	258.3	\$150.00	\$38,745.00	2-7076, 2-7132
Montierth, Herbert, Edward Ray & Susan	1425-04-WL-10-00018	729.7	\$149.00	\$108,725.30	2-2198, 2-2191
Murphy Flats Water Company, Inc.	1425-04-WL-10-00018	537.9	\$150.00	\$80,685.00	2-2361, 2-2370, 2-7001
Rosti, Martha	1425-04-WL-10-00010	111.4	\$150.00	\$16,710.00	2-2194A, 2-2194B
Sailor Creek Water Company	1425-04-WL-10-0009	870.8	\$150.00	\$130,620.00	2-2186, 2-2204, 2-2206, 2-2214, 2-2215, 2-2217, 2-2218
South Elmore Irrigation Company	1425-04-WL-10-0005	4883.9	\$140.00	\$683,746.00	2-2210, 2-2269, 2-2367
TLK Farms, Inc.	1425-04-WL-10-0003	573.4	\$140.00	\$80,276.00	2-2379
Young, Roger	1425-04-WL-10-00014	390.4	\$150.00	\$58,560.00	2-2298, 2-2376, 2-7182
TOTALS:		26253.3		\$3,682,722.30	

¹ The "Agreement" represents the Water Rental and Forbearance Agreement entered into between the United States Bureau of Reclamation (Reclamation) and the individual Lessors. The **Contracted Acres Idled** and the **Payment Rate** represent the number of acres to be idled and the payment per acre agreed upon between the Lessors and Reclamation. The **Estimated Total Payment by Reclamation** is based on the Contracted Idled acres times the Payment Rate.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 3, 2004

PALMER A BERGH
CLOVER HOLLOW COMPANY LLC
180 KINGS CT
MOUNTAIN HOME ID 83647

RE: APPLICATION TO LEASE PART OF WATER RIGHT NOS. 2-2386, 2-2387, 2-2388, and 2-7148 TO THE WATER SUPPLY BANK

Dear Mr. Bergh:

The department has conducted an initial review of Agreement No. 1425-04-WL-10-0002 (Agreement) between you and the United States Bureau of Reclamation (Reclamation) submitted to this office as an Application to Sell or Lease a Water Right to the Water Supply Bank (bank). The application was submitted in connection with the 2004 Snake River Pilot Leasing Program initiated by Reclamation.

Please consider that the offered part(s) of the water rights (rights) are accepted into the bank under the following terms:

1. Payment for rental of the right(s) from the bank is contingent upon the determination that the acres associated with the rental application have a valid Snake River water right(s), and that they qualify for payment as provided in Contract no. 1425-04-WL-10-0023 between the United States Bureau of Reclamation and the Idaho Department of Water Resources to Implement the Rental of Water Rights Under the Pilot Program for Leasing of Snake River Natural Flow Water Rights for 2004, said agreement dated June 30, 2004 (Contract).
2. While part(s) of a right is in the bank, the owner of the right may not use that part of the right.
3. While a right is in the bank, forfeiture provisions are stayed.
4. Acceptance of a right into the bank does not confirm the validity of the right or any elements of the water right.
5. The right will be considered released from the bank on December 31, 2004.

SUPPORT DATA

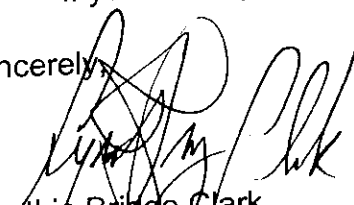
IN FILE # 2-2386

August 3, 2004
Page 2

The Agreement and Contract specify that one half of the estimated payment will be paid on or around July 30, 2004, and the second half shall be issued after the irrigation season has ended and verification of compliance with the Agreement is complete. Payment to the individual lessors will be issued at a pay rate per acre identified in the individual Agreement between Reclamation and the lessors minus ten percent (10%) to be credited to the Water Administration Account as provided in the Water Supply Bank rules. The department has invoiced Reclamation for the funds associated with the first payment as required in the Contract. A state warrant will be issued in the amount of \$195,306.12 for the first payment for rental of water from the bank in accordance with the above referenced Agreement. The Controller's office will issue the warrant directly to the address identified on the Internal Revenue Service W-9 form submitted with the application to lease water rights to the bank.

If you have questions, please feel free to contact me.

Sincerely,



Cynthia Bridge Clark
Water Allocations Bureau

c: IDWR Regional Office

E. Gail McGarry
Program Manager, Water Rights & Acquisition
Bureau of Reclamation
1150 N Curtis, Suite 100
PN 3100
Boise ID 83706-1234

PROPOSAL FOR THE SNAKE RIVER PILOT LEASING PROGRAM JAN 24 2003

Applicant Information

1. Name(s): CLOVER HOLLOW LLC

2. Mailing Address: P.O. Box 606
MTN. HOME, ID 83647
3. Daytime Phone Number: 208-587-8594
4. Fax: 208-587-6730
5. E-mail Address: pa.bergh@earthlink.net
6. Do you own all of the land you propose for the program?
☒ yes ☐ no
7. If not, do you lease the land you do not own? ☐ yes ☐ no N/A
 - a) If yes, attach documentation showing that you have a valid lease for the land. N/A
 - b) Name and address of the land owner:
N/A
 - c) Do you have the landowner's permission to lease the water into the Idaho State Water Bank? ☐ yes ☐ no N/A
 - d) If yes, attach documentation showing permission.
8. Proposed price per acre: \$ 150⁰⁰ per acre. Note that you will only receive 90% of that rate.

Information about the water right

9. Water Right Number: ALL LISTED ON ENCLOSED LIST

10. What is the basis of the water right?

☐ permit
☒ license
☐ decree

11. Have you attached a copy of the permit, license, or decree? ☒ yes

12. Have you made a claim for the water right in the Snake River Basin Adjudication (SRBA)?
☒ yes. Attach a copy of this SRBA claim.

13. Priority date: LISTED SEPARATELY

14. Number of acres authorized for irrigation under this water right: 4212 acres

15. Is the number of acres authorized for irrigation limited within a total place of use in a single irrigation season? ☒ yes ☐ no

16. How many acres authorized under this water right were irrigated during the 2002 season?

3111.1 acres

17. Were any of the proposed lands leased to the Idaho State Water Bank under Memorandum of Agreement #1425-02-MA-10-3460 between IDWR and Reclamation? ☒ yes ☐ no

18. How many acres authorized under this water right will be irrigated during the 2003 irrigation season if your application is accepted into the Program? 1699.5 acres

19. Do you propose to enter only a portion of the water right into the Program?

☒ yes ☐ no

20. Are any other water rights appurtenant to the proposed lands?

☐ yes, please list the water rights: _____

☒ no

Information about the land that will be idled

21. Number of acres you are proposing for the Program: 2512.5 acres

22. Is each tract of land you are proposing composed of 40 contiguous acres?

☒ yes ☐ no

23. Have you attached an acceptable map with the acres identified (see application instructions for types that are acceptable) with proposed lands and fields identified? ☒ yes
24. Have you enclosed the attached grid? (See #24 on the application instructions for an explanation of what must be identified.) ☐ yes
25. Have you attached documentation of use during the year 2002? (See application instructions.) ☒ yes
26. Do you plan on a cover crop on the land? ☒ yes ☐ no

By signing below, you certify that the information included in this proposal is accurate and true to the best of your knowledge.

NOTE: To support your proposal, you may be asked to provide additional information. We will notify the applicant shown above if additional information is necessary.

John Bentz
Applicant's Signature

Date: 1-24-03

John Bentz
Printed Name

BERCH FARMS LLC by David E. Berch
Applicant's Signature

Date: 1-24-03

DAVID E. BERCH
Printed Name

[Signature]
Applicant's Signature

Date: 1-24-03

Jack Post
Printed Name

Terry L. Ketterling
Applicant's Signature

Date: 1-24-03

Terry L. Ketterling
Printed Name

Legal Description Grid

Document the legal description for each proposed field clearly depicting the land by section, township, range, and quarter-quarter. Indicate any proposed fields that were not irrigated last year by placing the word “dry” in each corresponding quarter-quarter.

SEE ENCLOSED
QUAD TOPIC MAP

SCALE: 2 inches equal 1 mile. Draw plan in ink.

FARM NUMBER: 720

FORM AND TRACT DETAIL LIST

DATE: 06-24-2002

Operator Name and Address ID
 CLOVER HOLLOW CO LLC 9345
 PO BOX 606
 MOUNTAIN HOME, ID 83647-0606

Original: _____
 Revision: _____
 Cropland: 4,004.8
 Farmland: 4,240.0

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	Prod Share	Prod ID
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339	1									I		
	2									I		

Crop Type	Prac IU	Non-Irrig	Irrigated	Crop Type	Prac IU	Non-Irrig	Irrigated
OATS	SPR I FG		236.2	SBEET	I PR		166.0

Photo Number/Legal Description: U22 R7E T4S SEC 32 R7E T5S SEC 5

Cropland:	402.2	Reported:	402.2	Difference:	.0	Reported D.S.R:	.0
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340	1	Ir	SBEET		Proces	65.00		I	1.0000	6973
	2	Ir	SBEET		Proces	136.00		I	1.0000	6973
	3	Ir	SBEET		Proces	236.00		I	1.0000	6973
	4	Ni	WHEAT	SWS	Forage	154.00		I	1.0000	6973

Crop Type	Prac IU	Non-Irrig	Irrigated	Crop Type	Prac IU	Non-Irrig	Irrigated
SBEET	I PR		437.0	WHEAT SWS	N FG		154.0

Photo Number/Legal Description: T22,U22 R7E T4S SEC 32,33

Cropland:	591.0	Reported:	591.0	Difference:	.0	Reported D.S.R:	.0
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341	1	Ni	MIXFG	ASG	Forage	40.50		I	1.0000	6973
	2	Ni	MIXFG	ASG	Forage	158.40		I	1.0000	6973
	3	Ir	SBEET		Proces	123.00		I	1.0000	6973
	4	Ir	SBEET		Proces	77.60		I	1.0000	6973

Crop Type	Prac IU	Non-Irrig	Irrigated	Crop Type	Prac IU	Non-Irrig	Irrigated
MIXFG	ASG N FG	198.9		SBEET	I PR		200.6

Photo Number/Legal Description: V21 R7E T4S SEC 21,28

Cropland:	399.5	Reported:	399.5	Difference:	.0	Reported D.S.R:	.0
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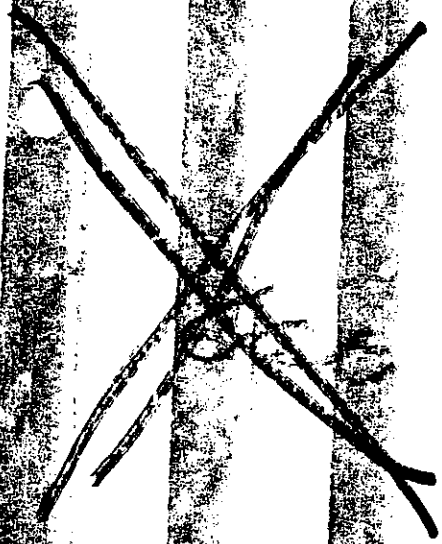
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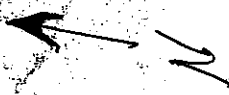


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↑ MOUNTAIN HOME
APPROX
6 MILES NORTH

ELMORE COUNTY

REFERENCE COVER

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CLOVER HOLLOW ROAD

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CLOVER FOLLOW PROPOSAL

Snake River Lending Program

2003 crop year.

TOTAL ACRES: 2312

AS of 1-24-03

2002

John Benty

368	1	N1	FALOW			150.60		I	1.0000	9550
	2	Ir	ALFAL			151.00		I	1.0000	9550
	3	Ir	SBEET	Proces		152.80		I	1.0000	9550
	4	Ir	SBEET	Proces		77.80		I	1.0000	9550
	5	Ir	WHEAT	SWS Grain		167.90		I	1.0000	9550
	6	Ir	SBEET	Proces		151.30		I	1.0000	9550
	7	N1	FALOW			155.60		I	1.0000	9550

Crop Type	Prac	IU	Non-Irrig	Irrigated	Crop Type	Prac	IU	Non-Irrig	Irrigated	Crop Type	Prac	IU	Non-Irrig	Irrigated
ALFAL	I	NS		151.0	FALOW	N		306.2		SBEET	I	PR		381.9
WHEAT SWS	I	GR		167.9										

Photo Number/Legal Description: S22,T22,U22 R7E T4S SEC 31,32,33

Reported: 1.007.0 Difference: .0 Reported D,S,R: .0

R4S 7E

13 HEL BEATZ
159.1

3
31

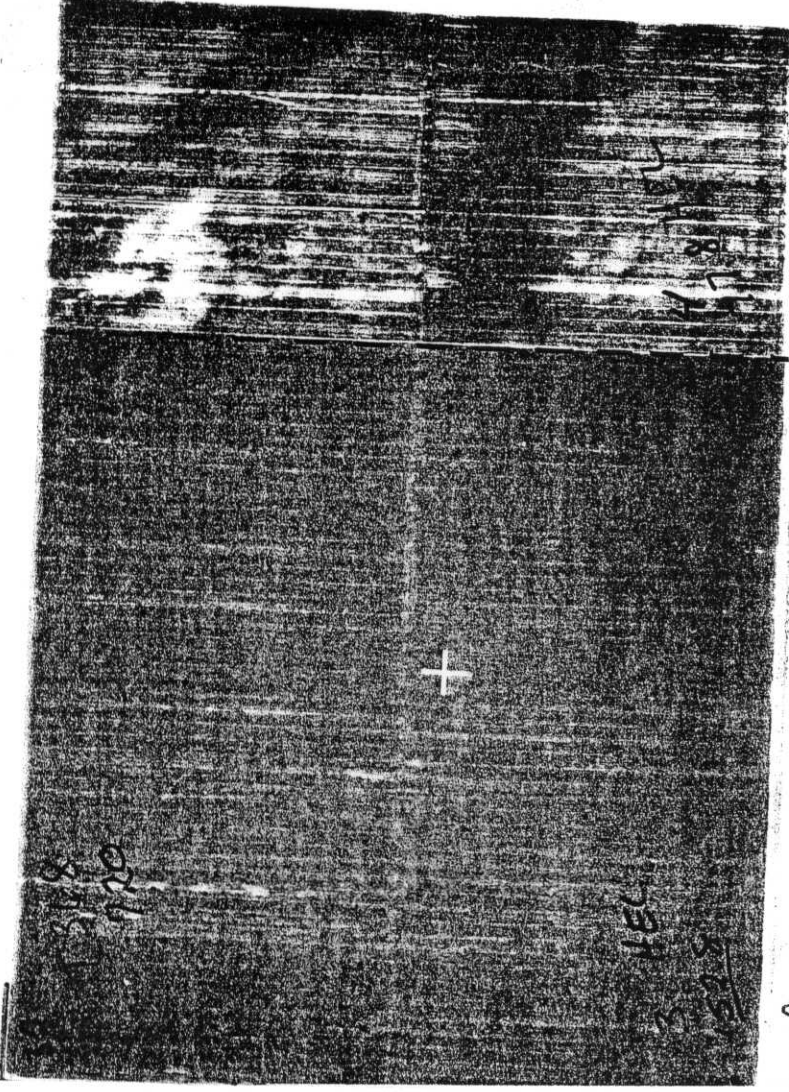


2 HEL
151.0

BEATZ



29



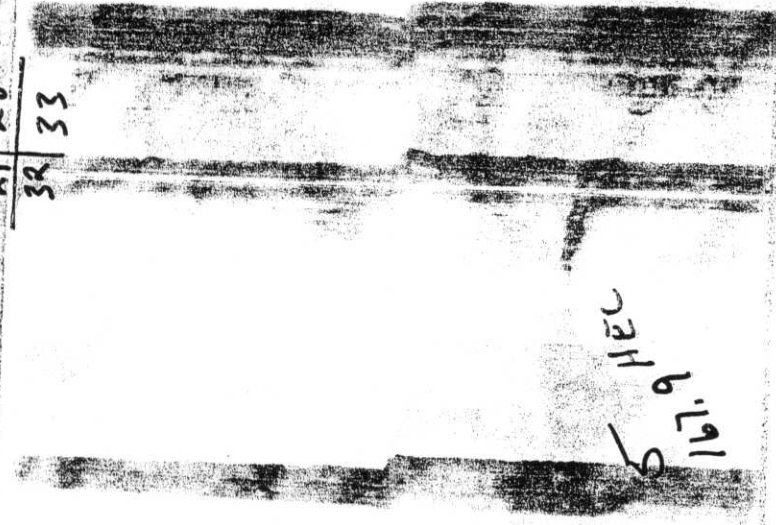
398
1120

3 HEL
151.0

339

1120

29 28
32 33



5 HEL
167.9



FARM NUMBER: 720

ARM AND TRACT DETAIL LISTING

DATE: 06-24-2002

Operator Name and Address ID
 CLOVER HOLLOW CO LLC 9345
 PO BOX 606
 MOUNTAIN HOME, ID 83647-0606

KETTELLING

Original: _____

Revision: _____

Cropland: 4,004.8

Farmland: 4,240.0

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	Prod Share	Prod ID
339	1	Ir	OATS	SPR	Forage		236.20			I	.2500 .2500 .5000	7102 1585 8973
	2	Ir	SBEET		Proces		166.00			I	.2500 .2500 .5000	7102 1585 8973

Crop Type Prac IU Non-Irrig Irrigated Crop Type Prac IU Non-Irrig Irrigated
 OATS SPR I FG 236.2 SBEET I PR 166.0

Photo Number/Legal Description: U22 R7E T4S SEC 32 R7E T5S SEC 5

Cropland: 402.2 Reported: 402.2 Difference: .0 Reported D,S,R: .0

340	1	Ir	SBEET		Proces		65.00			I	1.0000	6973
	2	Ir	SBEET		Proces		136.00			I	1.0000	6973
	3	Ir	SBEET		Proces		236.00			I	1.0000	6973
	4	Ni	WHEAT	SWS	Forage		154.00			I	1.0000	6973

Crop Type Prac IU Non-Irrig Irrigated Crop Type Prac IU Non-Irrig Irrigated
 SBEET I PR 437.0 WHEAT SWS N FG 154.0

Photo Number/Legal Description: T21, U22 R7E T4S SEC 32, 33

Cropland: 591.0 Reported: 591.0 Difference: .0 Reported D,S,R: .0

341	1	Ni	MIXFG	ASG	Forage		40.50			I	1.0000	6973
	2	Ni	MIXFG	ASG	Forage		158.40			I	1.0000	6973
	3	Ir	SBEET		Proces		123.00			I	1.0000	6973
	4	Ir	SBEET		Proces		77.60			I	1.0000	6973

Crop Type Prac IU Non-Irrig Irrigated Crop Type Prac IU Non-Irrig Irrigated
 MIXFG ASG N FG 198.9 SBEET I PR 200.6

Photo Number/Legal Description: V21 R7E T4S SEC 21.2

Cropland: 399.5 Reported: 399.5 Difference: .0 Reported D,S,R: .0

351	1	Ir	OATS	SPR	Forage		159.30			I	.2500 .2500 .5000	7102 1585 8973
	2	Ir	SBEET		Proces		317.50			I	.2500 .2500 .5000	7102 1585 8973

FSA-578(02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 2002

FARM NUMBER: 720

FARM AND TRACT DETAIL LISTING

DATE: 06-24-2002

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	Prod Share	Prod ID
351	3	Ir	OATS	SPR	Forage		123.00			I	.2500 .2500 .5000	7102 1585 8973

Crop Type	Prac IU	Non-Irrig	Irrigated	Crop Type	Prac IU	Non-Irrig	Irrigated
OATS	SPR I FG		282.3	SBEET	I PR		317.5

Photo Number/Legal Description: V21 R7E T4S SEC 22.27

Cropland:	599.8	Reported:	599.8	Difference:	.0	Reported D.S.R:	.0
-----------	-------	-----------	-------	-------------	----	-----------------	----

T339
720

167.7



KETERLING

3
236.0 HEL

1 H
236

32
5

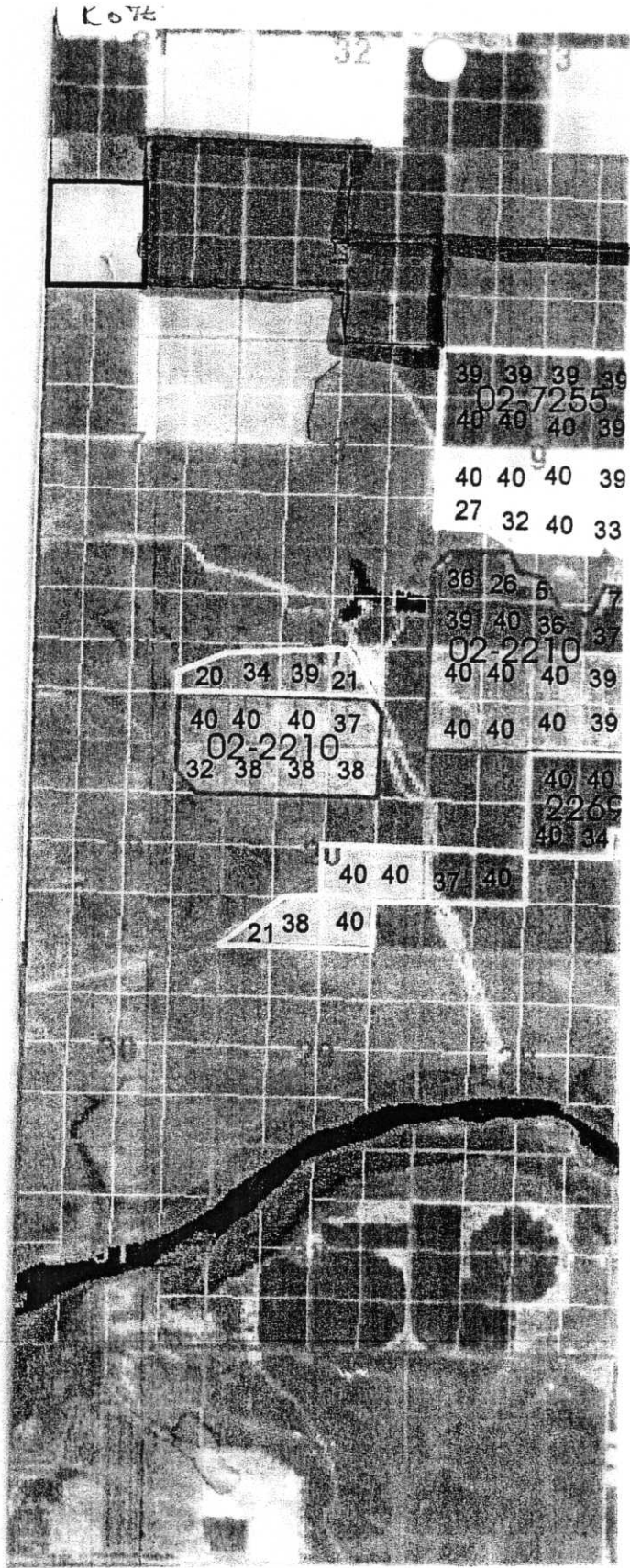
32

2002

T55 R7E

-22

1



Twp. 52 R. 7E Elmore County

Sec 5 SW 1/4 160
 SW 1/4 NE 1/2 80
 NW 1/4 160
 POST

Sec. 6 NE 1/4 160
 SE 1/4 NE 1/2 80
 NOMINAL 640
 ACTUAL 586

Water Right #
 Priority Dates 7-01-1974 A02-07148

T4SRTE

T351
72.0

2002

4 HEL
77.6

159.3 HEL

OUT

OUT

N

2 HEL
317.5

See MAP U-22

28	27	3	123.0 HEL
33	34		

27
34

FARM NUMBER:

720

FARM AND TRACT DETAIL LISTING

DATE: 06-24-2002

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	Prod Share	Prod ID
351						Forage				I		
Crop Type Prac IU Non-Irrig Irrigated Crop Type Prac IU Non-Irrig Irrigated OATS SPR I FG 282.3 SBEET I PR 317.5												
Photo Number/Legal Description: V21 R7E T4S SEC 22.27 Cropland: 599.8 Reported: 599.8 Difference: .0 Reported D,S,R: .0												
368	1						150.60			I	1.0000	8550
	2									I	1.0000	8550
	3					Proces	152.80			I	1.0000	8550
	4					Proces	37.80			I	1.0000	8550
	5					Grain	167.80			I	1.0000	8550
	6					Proces	151.80			I	1.0000	8550
	7						150.60			I	1.0000	8550
Crop Type Prac IU Non-Irrig Irrigated Crop Type Prac IU Non-Irrig Irrigated ALFAL I NS 151.0 FALOW N 306.2 WHEAT SWS I GR 167.9												
Photo Number/Legal Description: S22,T22,U22 R7E T4S SEC 31,32,33 Cropland: 1,007.0 Reported: 1,007.0 Difference: .0 Reported D,S,R: .0												
375	1	Ir	SBEET			Proces	450.50			I	.5000	8049
											.5000	4059
	2	Ir	SBEET			Proces	58.00			I	.5000	8049
											.5000	4059
	3	Ir	SBEET			Proces	347.00			I	.5000	8049
											.5000	4059
	4	Ir	SBEET			Proces	72.30			I	.5000	8049
											.5000	4059
	5	Ir	SBEET			Proces	38.20			I	.5000	8049
											.5000	4059
	6	Ir	SBEET			Proces	39.30			I	.5000	8049
											.5000	4059
Crop Type Prac IU Non-Irrig Irrigated SBEET I PR 1,005.3												
Photo Number/Legal Description: T22,T23,U22 R7E T5S SEC 5-8 Cropland: 1,005.3 Reported: 1,005.3 Difference: .0 Reported D,S,R: .0												

2002

1 HEL
236.2

32

6 | 5

T325
720



6 | 5
7 | 8

3
347.0

4
72.31

Water Right Number - A02-02386

Prefix Translation:

ADJUDICATION CLAIM

Old (D) Number - 32782

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
HANCOCK

JOHN

1 - MUTUAL LIFE INSURANCE CO.

2 - P.O. BOX 1087

3 -

City- TWIN FALLS

State- ID Zip- 83303

Phone - 208-733-4327

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
03/11/1966 ERROR IN REGION L - LICENSE+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
SNAKE RIVER COLUMBIA RIVER+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFig County
05S 07E 28 NE SW (39) ELMORE+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 03/15 11/15 18.900 4253.00
+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
18.900 4253.00 0.0+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County
04S 07E 27 NE NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 NW NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 SW NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 SE NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 NE NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 NW NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 SW NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 SE NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 NE SW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 NW SW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 SW SW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 SE SW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 NE SE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 NW SE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 SW SE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 27 SE SE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 33 NE NE 25.0 01 IRRIGATION (39) ELMORE
04S 07E 33 NW NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 33 SW NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 33 SE NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 33 NE SE 40.0 01 IRRIGATION (39) ELMORE

Water right number - A02-02386

Prefix Translation: ADJUDICATION CLAIM

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
04S	07E	33	NW SE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	SW SE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	SE SE		40.0	01	IRRIGATION	(39) ELMORE

Total Acres: 945.0

+ - - Diversion Means - PUMPS, CANAL

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - A02-02387, 02388, 07291, 07148, A61-02176

Remarks
No Remarks found.

Old Water Right Numbers
No Old Water Right Numbers Found

Conditions of Approval

Decree Plaintiff	Decree Defendant	Decree Date
		00/00/0000

Comments
No Comments Found

Audit Fields
00/00/00

Adjudication Rights Dates and Flags Area

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 09/13/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S009154	Water District	-
		PQU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	-
				Notice of Error Flag	-

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-02386
Date Received: 9/13/1989
Receipt No: S009154
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CLOVER HOLLOW COMPANY LLC 208-587-7060
Address: PO BOX 606
MOUNTAIN HOME ID 83647

2. Date of Priority: MAR 11, 1966

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	07E	28		NE	SW		ELMORE

5. Description of diverting works:
PUMPS, CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	18.900		4253.00

7. Total Quantity Appropriated is:
18.900 C.F.S. (and/or) 4253.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	07E	27	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	07E	27	NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
						Section Acres	640.0
		33	NE	NE		IRR	25.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
						Section Acres	305.0
						Total Acres	945.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A02-02387, 02388, 07291, 07148, A61-02176

14. Remarks:
OWNERSHIP CHANGED BY LH 6/5/97.

15. Basis of Claim: LICENSE

Water Right Number: 32782

Water Right Number - A02-02387

Prefix Translation:

ADJUDICATION CLAIM

Old (D) Number - 32781

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
HANCOCK

JOHN

1 - MUTUAL LIFE INSURANCE CO.
2 - P.O. BOX 1087
3 -
City- TWIN FALLS State- ID Zip- 83303
Phone - 208-733-4327+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
03/11/1966 ERROR IN REGION L - LICENSE+ - - - - - Source - - - - - + + - - - - - Tributary - - - - - +
SNAKE RIVER COLUMBIA RIVER+ - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

05S 07E 28 NE SW (39) ELMORE

+ - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 03/15 11/15 19.120 4302.00+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
19.120 4302.00 0.0+ - - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
04S 07E 31 NE NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 NW NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SW NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SE NE 38.0 01 IRRIGATION (39) ELMORE
04S 07E 31 NE NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 NW NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SW NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SE NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 NE SW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 NW SW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SW SW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SE SW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 NE SE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 NW SE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SW SE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SE SE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 32 NE NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 32 NW NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 32 SW NW 39.0 01 IRRIGATION (39) ELMORE
04S 07E 32 SE NW 40.0 01 IRRIGATION (39) ELMORE
04S 07E 32 NE SW 40.0 01 IRRIGATION (39) ELMORE

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-02387
Date Received: 9/13/1989
Receipt No: S009154
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CLOVER HOLLOW COMPANY LLC
Address: PO BOX 606
MOUNTAIN HOME ID 83647
208-587-7060

2. Date of Priority: MAR 11, 1966

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	07E	28		NE	SW		ELMORE

5. Description of diverting works:
PUMPS, CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	19.120		4302.00

7. Total Quantity Appropriated is:
19.120 C.F.S. (and/or) 4302.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	07E	31	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	38.0
			NE	NW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
04S	07E	31	NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
			NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
			NE		SE		IRR	40.0
			NW		SE		IRR	40.0
			SW		SE		IRR	40.0
			SE		SE		IRR	40.0

Section Acres 638.0

32	NE	NW	IRR	40.0
	NW	NW	IRR	40.0
	SW	NW	IRR	39.0
	SE	NW	IRR	40.0
	NE	SW	IRR	40.0
	NW	SW	IRR	40.0
	SW	SW	IRR	40.0
	SE	SW	IRR	40.0

Section Acres 319.0 + 320

Total Acres 957.0 + 320
+ 37

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A02-02386, 02388, 07291, 07148, A61-02176

14. Remarks:
OWNERSHIP CHANGED BY LH 6/5/97.

15. Basis of Claim: LICENSE

Water Right Number: 32781

Water Right Number - A02-02388 Prefix Translation: ADJUDICATION CLAIM Old (D) Number - 32782

+ - - - - Last Name - - - - + + - First Name - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
HANCOCK JOHN 1 - MUTUAL LIFE INSURANCE CO.
2 - P.O. BOX 1087
3 -
City- TWIN FALLS State- ID Zip- 83303
Phone - 208-733-4327

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +

06/13/1966 ERROR IN REGION L - LICENSE

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +

SNAKE RIVER COLUMBIA RIVER

+ - - - - Point of Diversion - - - - - +

Twn	Rng	Sec	Tract	Lot	RFlg	County
05S	07E	28	NE SW			(39) ELMORE

+ - - - - Water Use - - - - - +

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION		03/15	11/15	19.080	4293.00

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +

19.080 4293.00 0.0

+ - - - - Place of Use - - - - - +

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
04S	07E	32	NE NE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	32	NW NE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	32	SW NE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	32	SE NE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	32	NE SE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	32	NW SE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	32	SW SE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	32	SE SE		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	NE NW		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	NW NW		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	SW NW		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	SE NW		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	NE SW		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	NW SW		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	SW SW		40.0	01	IRRIGATION	(39) ELMORE
04S	07E	33	SE SW		40.0	01	IRRIGATION	(39) ELMORE
05S	07E	5	NE NE		40.0	01	IRRIGATION	(39) ELMORE
05S	07E	5	NW NE		40.0	01	IRRIGATION	(39) ELMORE
05S	07E	5	SW NE		40.0	01	IRRIGATION	(39) ELMORE
05S	07E	5	SE NE		40.0	01	IRRIGATION	(39) ELMORE
05S	07E	5	NE SE		40.0	01	IRRIGATION	(39) ELMORE

Water right number - A02-02388

Prefix Translation: ADJUDICATION CLAIM

Place of Use						County	
Twn	Rng	Sec	Tract	Lot	Acres	Code	Description
05S	07E	5	NW SE		40.0	01	IRRIGATION
05S	07E	5	SW SE		40.0	01	IRRIGATION
05S	07E	5	SE SE		37.0	01	IRRIGATION

(39) ELMORE
(39) ELMORE
(39) ELMORE

Total Acres: 957.0

+ - - Diversion Means - PUMPS, CANAL

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - A02-02386, 02387, 07148, 07291, A61-02176

+ - - - - - Remarks - - - - -
No Remarks found.

+ - - - - - Old Water Right Numbers - - - - -
No Old Water Right Numbers Found

+ - - - - - Conditions of Approval - - - - -

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - - Comments - - - - -
No Comments Found

+ - - Audit Fields - - +
00/00/00

+ - - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 09/13/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S009154	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	-
				Notice of Error Flag	-

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-02388
Date Received: 9/13/1989
Receipt No: S009154
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CLOVER HOLLOW COMPANY LLC 208-587-7060
Address: PO BOX 606
MOUNTAIN HOME ID 83647

2. Date of Priority: JUN 13, 1966

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	07E	28	NE	SW			ELMORE

5. Description of diverting works:
PUMPS, CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	19.080		4293.00

7. Total Quantity Appropriated is:
19.080 C.F.S. (and/or) 4293.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	07E	32	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	SE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
04S	07E	32	NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
					Section Acres		320.0
		33	NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
					Section Acres		320.0
05S	07E	5	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	37.0
					Section Acres		317.0
					Total Acres		957.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A02-02386, 02387, 07148, 07291, A61-02176

14. Remarks:
OWNERSHIP CHANGED BY LH 6/9/97.

15. Basis of Claim: LICENSE

Water Right Number: 32782

Water Right Number - A02-07148 Prefix Translation: ADJUDICATION CLAIM Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
HANCOCK JOHN 1 - MUTUAL LIFE INSURANCE CO.
2 - P.O. BOX 1087
3 -
City- TWIN FALLS State- ID Zip- 83303
Phone - 208-733-4327

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
07/01/1974 ERROR IN REGION L - LICENSE

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
SNAKE RIVER COLUMBIA RIVER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County
05S 07E 28 NE SW (39) ELMORE

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 10/15 19.200 4320.00

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
19.200 4320.00 0.0

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
05S 07E 5 NE NW 40.0 01 IRRIGATION (39) ELMORE
05S 07E 5 NW NW 40.0 01 IRRIGATION (39) ELMORE
05S 07E 5 SW NW 40.0 01 IRRIGATION (39) ELMORE
05S 07E 5 SE NW 40.0 01 IRRIGATION (39) ELMORE
05S 07E 5 NE SW 40.0 01 IRRIGATION (39) ELMORE
05S 07E 5 NW SW 40.0 01 IRRIGATION (39) ELMORE
05S 07E 5 SW SW 40.0 01 IRRIGATION (39) ELMORE
05S 07E 5 SE SW 40.0 01 IRRIGATION (39) ELMORE
05S 07E 6 NE NE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 6 NW NE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 6 SW NE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 6 SE NE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 6 NE SE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 6 NW SE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 6 SW SE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 6 SE SE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 7 NE NE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 7 NW NE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 7 SW NE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 7 SE NE 40.0 01 IRRIGATION (39) ELMORE
05S 07E 8 NE NW 40.0 01 IRRIGATION (39) ELMORE

Water right number - A02-07148

Prefix Translation: ADJUDICATION CLAIM

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
05S	07E	8	NW NW		40.0	01	IRRIGATION	(39) ELMORE
05S	07E	8	SW NW		40.0	01	IRRIGATION	(39) ELMORE
05S	07E	8	SE NW		40.0	01	IRRIGATION	(39) ELMORE

Total Acres: 960.0

- - - Diversion Means - PUMPS, CANAL

- - - Non-Irrigation Use -

- - - Other Rights for Same Use - A02-02386, 02387, 02388, 07291, A61-02176

- - - Remarks -
No Remarks found.

- - - Old Water Right Numbers -
No Old Water Right Numbers Found

- - - Conditions of Approval -

- - - Decree Plaintiff - - - + - - - Decree Defendant - - - + - - Decree Date - +
00/00/0000

- - - Comments -
No Comments Found

- - - Audit Fields - - +
00/00/00

- - - Adjudication Rights Dates and Flags Area - - - +

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 09/13/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S009154	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	-
				Notice of Error Flag	-

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-07148
Date Received: 9/13/1989
Receipt No: S009154
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CLOVER HOLLOW COMPANY LLC 208-587-7060
Address: PO BOX 606
MOUNTAIN HOME ID 83647

2. Date of Priority: JUL 1, 1974

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05S	07E	28	NE	SW			ELMORE

5. Description of diverting works:
PUMPS, CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/15	19.200		4320.00

7. Total Quantity Appropriated is:
19.200 C.F.S. (and/or) 4320.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
05S	07E	5	NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	07E	5	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
						Section Acres	320.0
		6	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
						Section Acres	320.0
		7	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
						Section Acres	160.0
		8	NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
						Section Acres	160.0
						Total Acres	960.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

A02-02386, 02387, 02388, 07291, A61-02176

14. Remarks:

OWNERSHIP CHANGED BY LH 6/9/97.

15. Basis of Claim: LICENSE

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-07291
Date Received: 9/13/1989
Receipt No: S009154
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CLOVER HOLLOW COMPANY LLC 208-587-7060
Address: PO BOX 606
MOUNTAIN HOME ID 83647

2. Date of Priority: NOV 14, 1979

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05S	07E	28	NE	SW		2	ELMORE

5. Description of diverting works:
PUMP, CONCRETE DITCH, POND AND PIPELINE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	7.860		1768.50

7. Total Quantity Appropriated is:
7.860 C.F.S. (and/or) 1768.50 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
04S	07E	21	NE	SW		IRR	40.0
			NE	SE		IRR	39.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	39.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	198.0
		22	NW	SW	IRR	39.0
			SW	SW	IRR	38.0
			SE	SW	IRR	38.0
					Section Acres	115.0
		28	NE	NE	IRR	40.0
			SE	NE	IRR	40.0
					Section Acres	80.0
					Total Acres	393.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A02-07148, 02386, 02387, 02388, A61-02176

14. Remarks:
THIS RT. WHEN COMBINED WITH RTS. 02-2386/2387/7148 SHALL NOT
EXCEED 60.0 CFS.
OWNERSHIP CHANGED BY LH 6/5/97.

15. Basis of Claim: LICENSE

Water Right Number - A61-02176

Prefix Translation:

ADJUDICATION CLAIM

Old (D) Number - 32299

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***

JOHN HANCOCK MUTUAL LIFE INSURANCE CO

1 - PO BOX 1087

2 -

3 -

City- TWIN FALLS

State- ID Zip- 83303

Phone - 208-733-4327

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
03/26/1965 14 WESTERN L - LICENSE+ - - - - - Source - - - - - + + - - - - - Tributary - - - - - +
GROUNDWATER+ - - - - - - - - - - - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

04S 07E 31 SE NE (39) ELMORE

+ - - - - - - - - - - - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 10/15 1.440 526.50+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
1.440 526.50 0.0+ - - - - - - - - - - - - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
04S 07E 31 NE NE 39.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SW NE 40.0 01 IRRIGATION (39) ELMORE
04S 07E 31 SE NE 38.0 01 IRRIGATION (39) ELMORE

Total Acres: 117.0

+ - - Diversion Means - WELL, PUMP, SPRINKLERS

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - A02-02386, 02387, 02388

+ - - - - - - - - - - - - - - - Remarks - - - - - +
USED AS SUPPLEMENTAL WATER TO SNAKE RIVER WATER.+ - - - - - - - - - - - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers Found

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

Water right number - A61-02176

Prefix Translation: ADJUDICATION CLAIM

+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - Comments - - - - - +
No Comments Found

+ - - Audit Fields - - +
00/00/00

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

| | | | | | |
|----------------------|--------------|-----------------------|--------------|-------------------------|---------|
| Court Report Filing | - 00/00/0000 | Field Inspection Made | - 00/00/0000 | Civil Case Number | - 39576 |
| Objection Filed Date | - 00/00/0000 | Field Inspection Flag | - | Old Case Number | - |
| Response Filed Date | - 00/00/0000 | Verified Date | - 00/00/0000 | Old Judicial District | - |
| Claim Received Date | - 09/13/1989 | Last Amended Date | - 00/00/0000 | Temporary Right | - P |
| | | Receipt Number | - S009154 | Water District | - |
| | | POU Ownership Flag | - Y | Federal/State Indicator | - S |
| | | Name Connector | - | Presumption Flag | - |
| | | | | Notice of Error Flag | - |

United State Department of the Interior
Bureau of Reclamation

Water Rental and Forbearance Agreement

With Clover Hollow LLC
(Lessor's name)

Reclamation agreement number # 1425-03-MA-10-3880

This Agreement is entered into pursuant to the Reclamation Act of 1902, as amended and supplemented, for the purpose of meeting commitments of the Bureau of Reclamation (Reclamation) under the Biological Opinions on the Operation of the Federal Columbia River Power System and the operation and maintenance of Reclamation Projects in the Snake River Basin above Brownlee Dam. This Agreement is by and between the United States of America, acting by and through the Department of the Interior, Bureau of Reclamation, represented by the officer executing this instrument on its behalf and the Lessor.

RECITALS

- A. WHEREAS, Reclamation has commitments under Biological Opinions on the operation of the Federal Columbia River Power System and the operation and maintenance of Reclamation Projects in the Snake River Basin above Brownlee Dam to provide flow augmentation for delivery at Lower Granite Dam.
- B. WHEREAS, The Idaho Legislature authorized Reclamation to annually rent up to 427,000 acre-feet of storage water per year during the years 2002-2004 under the provisions of Idaho Code § 42-1763B.
- C. WHEREAS, In 2002, there was insufficient storage water available for rental by Reclamation to meet the 427,000 acre-feet rental target. Therefore, Reclamation worked with the Idaho Department of Water Resources (IDWR) under Memorandum of Agreement No. 1425-02-MA-10-3460 to have certain water right holders idle land and place their water rights in the State Water Supply Bank, thereby increasing water flow downstream to Lower Granite Dam. Rules governing the Idaho State Water Supply Bank, IDAPA 37.02.03, provide that rentals shall be approved only for use in Idaho unless there is compliance with the provisions of Idaho Code § 42-401(3). In order to avoid the complexities of Reclamation seeking approval for out-of-state use, the water was rented by the Idaho Power Company and used for hydropower generation in Idaho with the result that additional water flowed to Lower Granite Dam for flow augmentation.

- D. WHEREAS, Similar to 2002, it is expected that insufficient storage water will be available this year for rental by Reclamation. Therefore, Reclamation has initiated a similar pilot Snake River Leasing Program (Program), although this year it was advertised to the public and a request for proposals was sent to eligible water right holders. Under this Program, water right holders will forego irrigation of land and place their water right into the Idaho State Water Supply Bank. As a practical way of ensuring that Reclamation receives additional water, over and above the water flows that would otherwise be available, a qualification was added requiring that the land to which the water right is appurtenant was either irrigated last year or was in Reclamation's 2002 program explained in Recital C above. Again, it is intended for Idaho Power to renting the water from the State Water Supply Bank.
- E. The Lessor submitted a proposal for participation in the Program. The proposal shows that the Lessor has a right to use water for irrigation purposes and absent this Program was intending to irrigate with the water proposed for the Program. Therefore, placing the Lessor's water in the Water Bank during 2003 will result in additional water in the Snake River at Lower Granite Dam, Oregon. This additional water will be counted towards Reclamation's obligation to provide 427,000 acre-feet of water at Lower Granite Dam.

AGREEMENT

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, the parties agree as follows:

I. **Land Accepted into the Program**

- A. The total number of acres accepted into the Program is ~~2406.2~~ acres. The land, hereinafter referred to as the Land, accepted into the Program is identified as "LL" on the map(s) included in Attachment A. This is the maximum number of acres eligible for payment under this Agreement. Reclamation recognizes the following conditions may exist: 1) additional acres may have been proposed in the Lessor's application, 2) the Lessor may have a right to irrigate additional acres, 3) the Lessor may intend to irrigate additional acres in 2003 and is willing to idle those acres, and 4) the Lessor may submit an application to the State Water Supply Bank to lease water rights appurtenant to acres other than the acres identified in this Agreement. Notwithstanding any of the conditions stated above or any other conditions, under this "willing seller, willing buyer" Agreement, the number of acres covered by the Agreement is limited to the number and location stated in this section I.A. of the Agreement.
- B. If it is determined after the execution of this Agreement that certain acres are not eligible for the Program because of a mistake, error, or misrepresentation in the Lessor's application, the land covered under this Program will be reduced accordingly.

- C. The Land may not be irrigated from any source, regardless of whether there is another valid water right appurtenant to the Land. Water authorized to be diverted under water rights, or portions of water rights, leased to the Water Supply Bank may not be applied to lands that are not identified in this Agreement. The Lessor may not water the Land for any reason; for example, testing equipment, irrigating a cover crop, or dust abatement.
- D. IDWR intends to monitor the Lessor's idled lands. The monitoring will include field visits, and the collection and analysis of satellite data and related pump and flow measurements collected at IDWR's discretion. The Lessor agrees to allow the collection of data and access for field visits.

II. Water Rights Appurtenant to the Leased Land

- A. The Lessor agrees that this Agreement shall be submitted to the Idaho State Water Supply Bank as an application to lease water to the bank, and that the Lessor is offering the water rights described in Attachment A to the bank by signing this Agreement. The Lessor agrees that any additional information or requirement IDWR may require to process or accept the application shall be furnished promptly to IDWR, including but not limited to, the submission of a separate application form if required. Failure to comply and IDWR requirements is cause for termination of this agreement.
- B. All rentals of the Lessor's water rights out of the water bank shall be subject to Reclamation's approval.

III. Payment

- A. By signing this Agreement the Lessor offers to the Idaho State Water Supply Bank the water rights described above for a total lease price of \$ 360,930⁰⁰. This amount is based on \$ 150⁰⁰ per acre of land idled. The Lessor understands that the amount the Lessor will receive from the Idaho State Water Supply Bank is 90% of the total lease price. Ten percent will be retained by IDWR for administrative costs of operating the Water Supply Bank, pursuant to the Water Supply Bank Rules.
- B. Payment as shown in section III.A above is based upon a dollar amount per acre of land idled, regardless of the diversion rate or maximum diversion volume allowed under the water right, the historical diversion rate or consumptive use under the water right, or the diversion rate or diversion volume approved for lease by IDWR.
- C. Pursuant to the Water Supply Bank Rules, IDAPA 37.02.03, after the water rights are leased, payment is to be made by the Water Supply Bank to the Lessor. Lessor agrees to accept the following intended plan for payment by IDWR: one

half of the estimated payment will be made on or about July 1, 2003, and the remainder will be paid after the irrigation season ends and final verification of program compliance is complete. Reclamation will enter into a separate contract with IDWR to make payment to the Water Supply Bank for this purpose.

IV. **Term, Termination of Agreement and Remedies**

- A. The Agreement shall become effective on the date of the last signature hereto and shall extend through December 31, 2003.
- B. At Reclamation's discretion, this Agreement may be terminated upon:
- (1) Failure of the Lessor to abide by the terms and conditions of this Agreement;
 - (2) Refusal of the Lessor to allow Reclamation or IDWR access to the Land to monitor compliance with the Agreement.
 - (3) Application of water by the Lessor to the Land during the period of this Agreement, except in emergency situations where the application of water is required for public safety reasons.
 - (4) Discovery of fraudulent information submitted in the Lessor's Application.
- C. If this Agreement is terminated for any other reason prior to its ending date, the Lessor shall reimburse Reclamation for a prorated portion of the amount stated in Section III.A of this Agreement, as determined by Reclamation.

V. **Miscellaneous**

- A. The Landowner or Lessor is responsible for all taxes, assessments, soil conservation measures such as weed and erosion control and other obligations related to any of the Land covered by this Agreement.
- B. The Landowner will indemnify and hold harmless Reclamation from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death, or property damage of any nature caused by the Landowner or any person, firm or corporation acting on the Landowner's behalf related to or arising out this Agreement.
- C. **Water Right Ownership**

This Agreement shall not be used as evidence of ownership of water rights in the Snake River Basin Adjudication.

D. Officials Not to Benefit

No member of or delegate to Congress or the Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

E. Covenant Against Contingent Fees

The Lessor warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees and bona fide commercial agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, Reclamation shall have the right to revoke this Agreement without liability or in its discretion to require the Lessor to pay the full amount of such commission, percentage, brokerage, or contingency fee to the United States.

Signatures

Print name: DAVID E. BERGH

Mailing address: 6025 Hwy 30 E.

Mtn. Home ID 83647

Phone: (208) 573-3542

Signed David E. Bergh

Title: PARTNER/MEMBER

Date: 3/20/03

Print name: Terry L Ketterling

Mailing address: 475 E 16th N

Mtn Home ID 83647

Phone: 208-599-1010

Signed Terry L Ketterling

Title: Members

Date: 3/20/03

Print name: Jackie P. Post

Mailing address: P.O. Box 248

Mtn. Home, Id. 83647

Phone: 587-7197

Signed Jackie P. Post

Title: Member

Date: 3/20/03

Print name: John Bentz

Mailing address: 325 So 5th E

Mountain Home, ID. 83647

Phone: 208-587-3122

Signed John Bentz

Title: owner / member

Date: March 20, 2003

For the Bureau of Reclamation

Signature: Kenneth R. Pedde
Acting for Regional Director, Pacific Northwest Region

Date: 3/24/03

Water Right Numbers for lands in 2003 Snake River Pilot Leasing Program.

02-7148, 02-2388, 02-2387, 02-2386

Legal Description of Lands Approved for 2003 Snake River Pilot Leasing Program.

| TWN | RGE | SEC | NE | | | NW | | | SW | | | SE | | |
|-----|-----|-----|-------|----|----|----|-------|----|------|----|-------|-------|----|----|
| | | | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |
| 4S | 7E | 31 | 156.3 | | | | 158.8 | | | | 158.9 | 154.6 | | |
| | | 32 | 79.3 | | | | | | | | | 80 | | |
| | | 33 | 139.2 | | | | 174.1 | | 64.0 | | 159.8 | | | |
| 5S | 7E | 5 | 167 | | | | | | | | | 136.6 | | |
| | | 5&6 | 457.6 | | | | | | | | | | | |
| 4S | 7E | 27 | 40 | 40 | 40 | 40 | | | | | | 40 | 40 | 40 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

DEFB
DEFB
DEFB

Applicant initials DEFB, Applicant initials DEFB, Applicant initials DEFB

R06E R07E

N



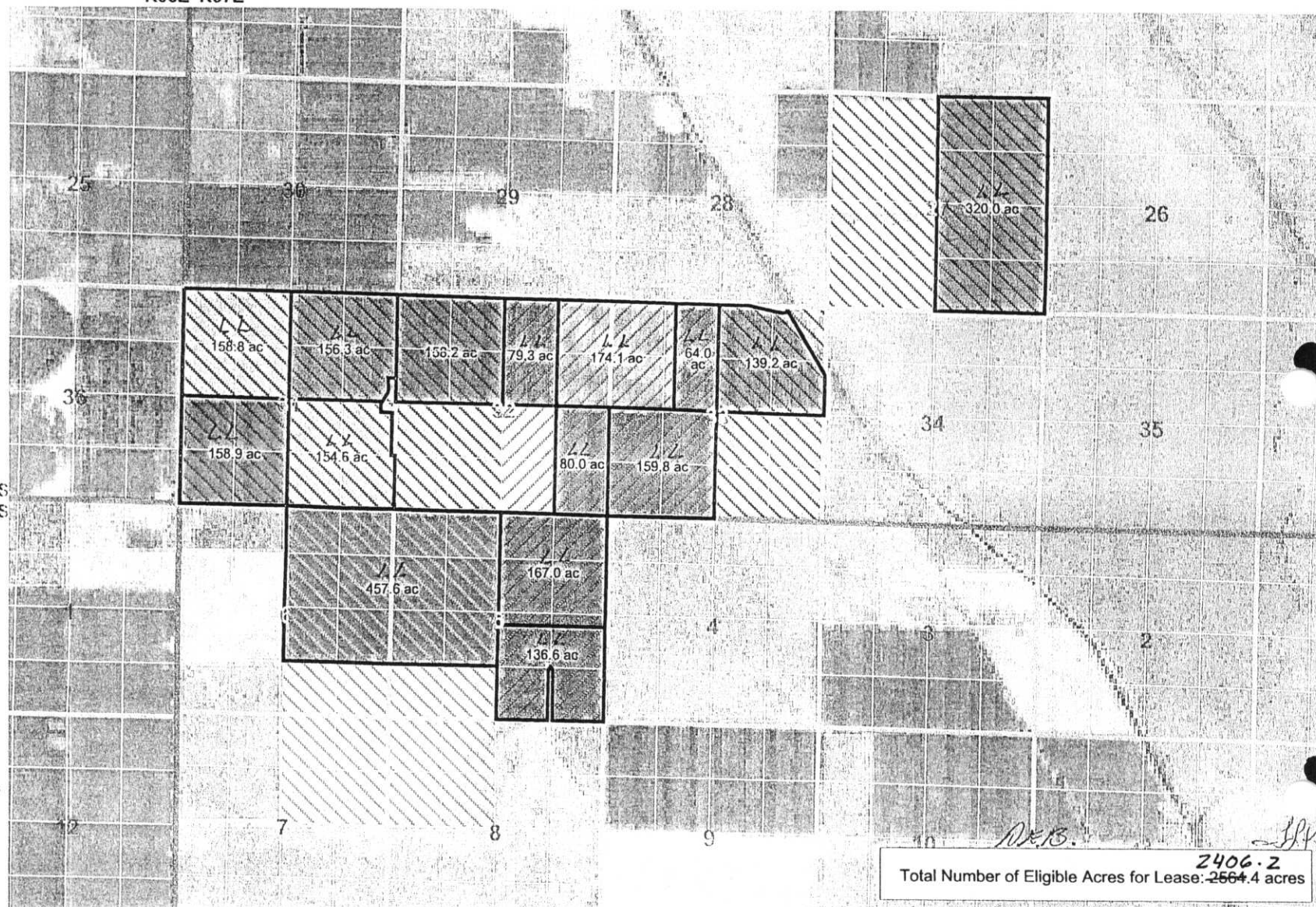
Prepared by: M. Wilkins
Idaho Department of Water Resources
1301 North Orchard Street
Boise, ID 83706
(208) 327-7900

Water right boundaries identify the quarter quarters within the licensed or permitted place of use, but do not represent the number of acres authorized.

- ELIGIBLE
- INELIGIBLE
- QUESTIONABLE
- Township/Range Lines
- Section Lines
- Quarter/Quarter Lines
- Water Right 2-7148
- Water Right 2-2388
- Water Right 2-2387
- Water Right 2-2386

T04S
T05S

Imagery: July 26, 2002



Total Number of Eligible Acres for Lease: ~~2564.4~~ ^{2406.2} acres

4000 0 4000 8000 Feet

D.E.B. J.B. *3/20/03*
Applicant Signature Date

Ruth Page *3/20/03*
USBOR Signature Date

COPY

Clover Hollow, LLC

**2003 Snake River Pilot Leasing Program
Rental of Water from the Water Supply Bank**

Prepared: March 7, 2003

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

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

1. Renter: Idaho Power Company
2. Address: PO Box 70, Boise, ID 83707
3. Source of water: Snake River
4. Volume of water rented: Water diversions associated with 14,394 acres fallowed, currently estimated to be 43,182 af based on 3.0 afa/yr).

Max rate: To be determined

5. Diversion period: 2003 irrigation season
6. Use of water: Hydropower at Hells Canyon Complex
7. a) Renter's point of diversion:
Legal description: Brownlee, Oxbow, and Hells Canyon Projects

b) Renter's place of use:

Legal description: NA

8. The right from which water will be rented is: See Attachment to Water Supply Bank Rental Agreement.

MICROFILMED

JUL 15 2003

The U.S. Bureau of Reclamation ("Reclamation") and Bonneville Power Administration agree to pay the Lessors identified on the attached list, a price per acre as specified in individual agreements between Reclamation and the Lessors ("agreements"). The agreements provide that one half of the estimated payment will be made on or about July 1, 2003, and one half will be after the irrigation season has ended. The Idaho Department of Water Resources ("IDWR") shall comply with the payment scheme specified in the individual agreements between Reclamation and the Lessors. Prior to making payment to the Lessors, IDWR will invoice Reclamation for the payment plus the associated ten percent (10%) for the Water Administration Account.

Reclamation and Bonneville Power Administration agree to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Rental of the right(s) from the bank is contingent upon a determination that the acres associated with the rental application have a valid Snake River water right(s), and that they qualify for payment as provided in the Agreement between the U.S. Bureau of Reclamation and the Idaho Department of Water Resources for Water Leasing Program of Natural Flow Snake River Water Rights for 2003.
3. Acceptance of a right into the bank does not confirm the validity of the right or any elements of the water right.
4. Rental of the right(s) from the bank shall be from May 1, 2003 to November 15, 2003, and the right(s) will be considered released from the bank on December 31, 2003.
5. Use of water under this agreement does not constitute a dedication of the water to renter's use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to its original points of diversion and place of use and/or again be available to rent from the bank.
6. Renter agrees to comply with Water Supply Bank Rules 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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

Dated this 18th day of June, 2003.

by Jonathon C. Bowling

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 23rd day of June, 2003.

K. J. Dreher

for

KARL J. DREHER, Director
Department of Water Resources

Before the Idaho Water Resource Board

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

Applicant Idaho Power Company Phone 388-2905
 Address P.O. Box 70
 City Boise State ID Zip Code 83707

A. DESCRIPTION OF WATER SOUGHT TO RENT

1. Source of water Snake River tributary to _____.
2. Maximum volume of water Volume associated with beneficial use of irrigation on 14,394 dried acres, which is currently estimated to be 3 acre-ft per acre per year.)
3. Maximum rate of diversion 7 gallons per minute per acre.

B. DESCRIPTION OF USE PROPOSED

1. Nature of intended use Hydropower, Hells Canyon Complex
2. Location of point of diversion Brownlee, Oxbow and Hells Canyon Dam.
 Township _____, Range _____, B.M. _____ County.
3. Season of use: From May 1, 2003 to November 15, 2003.
4. Description of diverting works: N/A
 Pump HP _____ Lift _____ Pump type _____
 Canal name, if appropriate _____
5. Place of use:
 - a. If water is for irrigation, describe the number of acres to be irrigated by 40-acre tract, section, township and range.

N/A

MICROFILMED

JUN 15 2003

- b. If water is not for irrigation, describe the nature of the intended use and the place of use.

Power Generation Purposes at the Hells Canyon Complex

6. Describe any other water rights used for the same purposes as rental water sought under this application.

N/A

7. Who owns the property at the point of diversion?

N/A

Who owns the property at the place of use?

N/A

8. Are you seeking a rental for more than one (1) year? NO (yes or no)

If yes, for how many years? _____

9. Remarks: See Attached.

6/18/03
Date

Jonathan C. Bowling
Signature of Applicant

FOR DEPARTMENT USE ONLY

Received by VZ Date 6-19-03 Time _____

Published in _____ Pub. dates _____

Protests filed by _____

Hearing held by _____

Action recommended

MICROFILMED
JUL 15 2003

Attachment

Table 1

| | Latest
number (in
acres) | Agreement No. |
|--------------------------|---|----------------------|
| Bergh Farms | 620.4 | 1425-03-MA-10-3870 |
| Clover Hollow LLC | 2406.2 | 1425-03-MA-10-3880 |
| Falcon Butte Farms, Inc. | 3,756.8 | 1425-03-MA-10-3960 |
| Farm Development Corp | 159.5 | 1425-03-MA-10-3900 |
| Good, Jeff & Vivienne | 482.0 | 1425-03-MA-10-3890 |
| Grindstone Butte | 3605.1 | 1425-03-MA-10-3980 |
| Hartley, Don | 245.4 | 1425-03-MA-10-3860 |
| Hulet, Blaine & Yvonne | 357.9 | 1425-03-MA-10-3950 |
| Rosti, Martha | 62.0 | 1425-03-MA-10-3840 |
| Sailor Creek | 331.4 | 1425-03-MA-10-3910 |
| South Elmore | 1791.7 | 1425-03-MA-10-3920 |
| TLK Farms, Inc. | 575.6 | 1425-03-MA-10-3930 |
| TOTALS | 14,394.0 | |

Conditions of application

1. Idaho Power will not be responsible for any payment for these water rights. Payment is covered by the Agreements cited above.
2. Water rented from the Water Supply Bank ("bank") under this application is based on the above-cited agreements. It shall only include water leased to the bank by the entities listed above.
2. The acreages and volumes listed above were compiled from the Applications submitted by the corresponding entities to lease water to the Water Supply Bank.
3. The volume of water available for lease is contingent upon the determination that the acres associated with the rental applications have a valid Snake River water right(s).

MICROSERIES

JUL 15 2003

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

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

1. Renter: IDAHO POWER COMPANY
2. Address: P.O. Box 70 Boise ID 83707
3. Source of water: SNAKE RIVER
4. Volume of water rented: 43,606.9 AF, Max rate: N/A cfs.
5. Diversion period from May 1, 2002 to November 15, 2002.
6. Use of water: Hydropower at Hells Canyon Complex
7. a) Renter's point of diversion:
Legal description: Brownlee, Oxbow, and Hells Canyon Projects
Pump HP: N/A Lift: N/A
Canal or conveyance works Hells Canyon Complex
b) Renter's place of use:
Legal description: N/A

Total number of acres to be irrigated: N/A
8. The right from which water will be rented is See High-Lift Pumpers from the Snake River Lease application acceptance letters.

The U.S. Bureau of Reclamation and Bonneville Power Administration agree to pay \$ 50 per acre-foot for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Rental of the right(s) from the bank is contingent upon a determination that the acres associated with the rental application have a valid Snake River water right(s), and that they qualify for payment as provided in Memorandum of Agreement ("MOA") No. 1425-02-MA-10-3460 between the U.S. Bureau of Reclamation and the Idaho Department of Water Resources regarding Rental of Water From High-Lift Pumpers on the Snake River, said agreement dated May 10, 2002.
3. Acceptance of a right into the bank does not confirm the validity of the right or any elements of the water right.
4. Rental of the right(s) from the bank shall be from May 1, 2002 to November 15, 2002, and the right(s) will be considered released from the bank on December 31, 2002.
5. Use of water under this agreement does not constitute a dedication of the water to renter's use and upon expiration of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.
6. Renter agrees to comply with Water Supply Bank Rules while using water under this agreement.

Dated this 8th day of August, 2002.

Jonathan C. Brooks
Renter

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 7th day of August, 2002.

Karl J. Dreher
KARL J. DREHER, Director
Department of Water Resources



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 7, 2002

JONATHON C BOWLING
IDAHO POWER COMPANY
1221 W IDAHO STREET
BOISE ID 83702

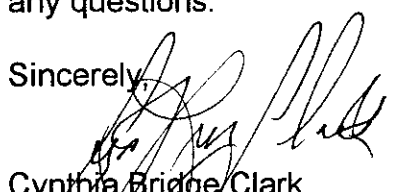
RE: Revised Water Supply Bank Rental Agreement between the Idaho Department of
Water Resources and Idaho Power Company

Dear Mr. Bowling:

Copies of the Water Supply Bank Rental Application and Rental Agreement, signed on August 6, 2002, have been received at the State office of the Department of Water Resources. As we discussed on the telephone earlier today, the Department has recommended a few changes to the conditions set forth on the Rental Agreement. The revised version of the Agreement is attached for your review and signature. The Rental Application will remain unchanged, and the Rental Agreement signed on August 6, 2002 will be superseded by the attached version, dated August 7, 2002.

Thank you for the additional review. Please contact me at (208) 327-7898 if you have any questions.

Sincerely,



Cynthia Bridge Clark
Associate Engineer
Water Right Permits Section



An IDACORP Company

RECEIVED

AUG - 7 2002

Department of Water Resources

Jonathon C. Bowling, P.E.
Engineering Project Leader
Water Management Department

(208) 388-2905
(208) 388-6495 FAX
jbowlng@idahopower.com

August 6, 2002

Cynthia Bridge Clark
State of Idaho
Department of Water Resources
1301 N. Orchard St.
Boise, ID 83720

Dear Ms. Clark,

Attached please find signed copies of the Water Bank Rental Application and Rental Agreement pursuant to the agreement between the State of Idaho, Department of Water Resources and the U.S. Bureau of Reclamation for the rental of water in the Middle Snake River for augmentation purposes.

Idaho Power Company has agreed to facilitate this agreement between the above-mentioned parties and is under no financial obligation. As agreed, the U.S. Bureau of Reclamation will be financially responsible for the leased water.

If you have any questions or comments, please feel free to contact me.

Sincerely,

Jonathon C. Bowling, P.E.
Engineering Project Leader

c: John P. Prescott
James C. Tucker

12/99

Before the Idaho Water Resource Board

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

Applicant IDAHO POWER COMPANY Phone (208) 388-2905
 Address P.O. Box 70
 City Boise State ID Zip Code 83707

A. DESCRIPTION OF WATER SOUGHT FOR RENTAL

1. Source of water SNAKE RIVER
 which is tributary to _____
2. Maximum volume of water sought 43,606.9 AF.
3. Maximum rate of diversion N/A cfs.

B. DESCRIPTION OF USE PROPOSED

1. Nature of use HYDROPOWER, HELL CANYON COMPLEX
2. Location of point of diversion 1/4 1/4, Section _____, (BROWNLEE, DREW,
 Township _____, Range _____, B.M. _____ County. DANIS)
3. Season of use: From MAY 1, 2002 to NOVEMBER 15, 2002.
4. Description of diverting works: N/A
 Pump HP _____ Lift _____ Pump type _____
 Canal name, if appropriate N/A
5. Place of use:
 - a. If water is for irrigation, describe the number of acres to be irrigated by
 40-acre tract, section, township and range.

N/A

yab

12/99

- b. If water is not for irrigation, describe the nature of the intended use and the place of use.

POWER GENERATION PURPOSES AT THE HELLS CANYON
COMPLEX. (SEE MEMORANDUM OF AGREEMENT NO.
1425-D2-MA-10-3460)

6. Describe any other water rights used for the same purposes as rental water sought under this application.

N/A

7. Who owns the property at the point of diversion?

N/A

8. Who owns the property at the place of use?

N/A

9. Are you seeking a rental for more than one (1) year? No

If so, how many years? _____

10. Remarks: See Attached

8/6/02
Date

Jonathan C. Bowling
Signature of Applicant
Engineering Leader

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Time _____

Published in _____ Pub. dates _____

Protests filed by _____

Hearing held by _____

Action recommended _____

JB

**ATTACHMENT
APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK**

| Entities
Leasing to Water Supply Bank | Acres Submitted
on Application | Acre-feet
per acre | Maximum Vol.
Acre-feet |
|--|-----------------------------------|-----------------------|---------------------------|
| Bell Rapids Mutual Irrigation Co | 4386.9 | 3.0 | 13160.7 |
| Sailor Creek Water Co | 185 | 2.83 | 523.55 |
| Grindstone Butte Mutual Canal Co | 2627 | 3.0 | 7881 |
| South Elmore Irrigation Co | 2530.2 | 2.88 | 7286.976 |
| Clover Hollow LLC | 1071.5 | 2.88 | 3085.92 |
| Falcon Butte Farms | 929.9 | 3.0 | 2789.7 |
| Murphy Flats Farm | 2959.7 | 3.0 | 8879.1 |
| TOTALS: | 14890.2 ac | | 43606.9 af |

Notes:

1. Water rented from the Water Supply Bank ("bank") under this application is based on Memorandum of Agreement No. 1425-02-MA-10-3460 between the U.S. Bureau of Reclamation and the Idaho Department of Water Resources. It shall only include water leased to the bank by the entities listed above.
2. The acreages and volumes listed above were compiled from the Applications submitted by the corresponding entities to lease water to the Water Supply Bank.
3. The volume of water available for lease is contingent upon the determination that the acres associated with the rental applications have a valid Snake River water right(s), and that they qualify for payment as provided in Memorandum of Agreement No. 1425-02-MA-10-3460.

Job

08-5-02

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

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

1. Renter: IDAHO POWER COMPANY
2. Address: P.O. Box 70, Boise, ID 83707
3. Source of water: SNAKE RIVER
4. Volume of water rented: 43,606.9 AF, Max rate: N/A cfs.
5. Diversion period from May 1, 2002 to November 15, 2002.
6. Use of water: Hydropower at Hells Canyon Complex
7. a) Renter's point of diversion:
Legal description: Brownlee, Oxbow, and Hells Canyon Projects
Pump HP: N/A Lift: N/A
Canal or conveyance works Hells Canyon Complex
b) Renter's place of use:
Legal description: N/A

Total number of acres to be irrigated: N/A
8. The right from which water will be rented is See High-Lift Pumpers from the Snake River Lease application acceptance letters.

The U.S. Bureau of Reclamation and Bonneville Power Administration agree to pay \$ 50 per acre-foot for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

JCB

Conditions of water use under this agreement:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Rental of the right(s) from the bank is contingent upon a determination that the acres associated with the rental application have a valid Snake River water right(s), and that they qualify for payment as provided in Memorandum of Agreement ("MOA") No. 1425-02-MA-10-3460 between the U.S. Bureau of Reclamation and the Idaho Department of Water Resources regarding Rental of Water From High-Lift Pumpers on the Snake River, said agreement dated May 10, 2002.
3. Acceptance of a right into the bank does not confirm the validity of the right or any elements of the water right.
4. Rental of the right(s) from the bank shall be from May 1, 2002 to November 15, 2002, and the right(s) will be considered released from the bank on December 31, 2002.
5. The renter shall provide information as needed for the determination of the amount of the water diverted in a manner acceptable to the Director.
6. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.
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.

Dated this 6th day of August, 2002.

Jonathan C. Bowling
Renter
Engineering Leader

job

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 ____ day of _____, 200__.

KARL J. DREHER, Director
Department of Water Resources

job

Donner Hollow

RECEIVED

JUN 07 2002

DEPARTMENT OF WATER RESOURCES

Water Right No. _____

**ATTACHMENT TO APPLICATION TO LEASE A WATER RIGHT TO THE WATER
SUPPLY BANK – DESCRIBING CRITERIA FOR THE LEASE OF WATER
FROM HIGH-LIFT PUMPERS ON THE SNAKE RIVER**

The Idaho Department of Water Resources (IDWR) will accept Water Supply Bank Lease Applications from high-lift pumpers on the Snake River pursuant to a Memorandum of Agreement (MOA) between IDWR and the U.S. Bureau of Reclamation (Reclamation). The total rental price for up to a maximum of 3 acre-feet per acre is \$50 per acre-foot (including a 10% fee for administrative costs to IDWR of \$4.55). The rental period shall be from May 1 to the end of the irrigation season, provided that by August 15 a lessor who did not divert water prior to acceptance of the lease may give notice that the lessor requires the use of water on and after September 1 for land or crop preparation purposes for the 2003 irrigation season. Leased water rights must be appurtenant to lands that satisfy the following criteria:

1. The acres were fully irrigated in 2001, or
2. The acres were either fully irrigated or under the federal Conservation Reserve Program (CRP) in 2000 and included in the Idaho Power buyback program in 2001, or
3. The acres were under the federal CRP program in 2001 and the lessor has satisfied Reclamation and IDWR that the acres would have been fully irrigated for crops in 2002 had the water rights not been placed in the Water Bank for use by Idaho Power/Reclamation.

IDWR will take the following steps to quantify the amount of water accepted for lease into the Water Bank and rented for the purposes described in the MOA:

1. Map the field boundaries to which the water rights are appurtenant and verify the number of acres in each field using GIS.
2. Establish the volume of water diverted per acre, up to a maximum of 3 acre-feet per acre, based upon the average historic diversion divided by the total acres, which will be determined using US Geological Service and IDWR data (1988 to 1993) or as demonstrated by the lessor to the satisfaction of IDWR.

IDWR shall make lease payments and determine any pro rata reductions in the amount to be paid to a lessor in accordance with the provisions of Section II.e.2 of the MOA.

**APPLICANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE MOA AND
CERTIFIES THAT THE LANDS ASSOCIATED WITH THE WATER RIGHTS
SOUGHT TO BE PLACED IN THE WATER SUPPLY BANK SATISFY THE
ACCEPTANCE CRITERIA SET OUT ABOVE.**

DATED this 7th day of JUNE, 2002.

by John Bantz
P. A. Berg

Clonette H. H.C.
(Signature of Applicant/Authorized Agent)
by [Signature]
Henry S. Kullback

MEMORANDUM OF AGREEMENT
No. 1425-02-MA-10-3460
Between the United States Bureau of Reclamation
and the Idaho Department of Water Resources
Regarding
RENTAL OF WATER FROM HIGH-LIFT PUMPERS ON THE SNAKE RIVER

This Memorandum of Agreement (MOA) is entered into by and between the United States Bureau of Reclamation (Reclamation) and the Idaho Department of Water Resources (IDWR) and shall be effective as of the date of execution and shall remain in force until December 31, 2002. The purpose of this MOA is to clarify the understandings of IDWR and Reclamation regarding the lease of certain irrigation water rights held by high-lift pumpers on the Snake River.

I. Background

In order to meet Reclamation's obligation under the Federal Columbia River Power System Biological Opinion, Reclamation must attempt to provide flow augmentation of 427,000 acre-feet of water for delivery at Lower Granite Dam. The Idaho Legislature authorized Reclamation to annually rent up to 427,000 acre-feet of storage water during 2002 to 2004, under I.C. § 42-1763B. It is not expected that storage water from the Upper Snake River Basin Rental Pool in Water District No. 1 will be available this year for rental by Reclamation. Therefore, Reclamation intends to obtain natural flow water from the Idaho State Water Bank (Water Bank) through a pilot program implemented through this MOA to help meet its 427,000 acre-feet flow augmentation obligation. Rules governing the Water Bank provide that rentals shall be approved only for use in Idaho unless there is compliance with the provisions of I.C. § 42-401(3). In order to avoid the complexities of seeking approval for out-of-state use, Idaho Power Company (Idaho Power) has agreed to rent the water for Reclamation, using it for power generation purposes at the Hells Canyon complex.

II. Implementing Actions

a. Acceptance of Leases by IDWR

IDWR will approve leases per the attached list (Attachment A) based on documented historic pumping amounts, up to a maximum of three (3) acre-feet per acre. IDWR will determine the amount of water that the lessor would have diverted to the land absent the lease, based upon IDWR records or as otherwise demonstrated by the lessor to the satisfaction of IDWR. IDWR will approve leases for water rights under this MOA from persons who are on the list of irrigators who received commitment letters from Reclamation, but only for water rights appurtenant to acres that would have been fully irrigated in 2002 based upon the following criteria:

1. The acres were fully irrigated in 2001, or
2. The acres were either fully irrigated or under the federal Conservation Reserve Program (CRP) in 2000 and included in the Idaho Power buyback program in 2001, or
3. The acres were under the federal CRP in 2001 and the lessor has satisfied Reclamation and IDWR that the acres would have been fully irrigated for crops in 2002 had the water rights not been placed in the Water Bank for use by Idaho Power/Reclamation.

IDWR will take the following steps to quantify the amount of water accepted for lease into the Water Bank and rented for the purposes described in this MOA:

1. Map the field boundaries to which the water rights are appurtenant and verify the number of acres in each field using GIS.
2. Establish the volume of water diverted per acre, up to a maximum of 3 acre-feet per acre, based upon the average historic diversion divided by the total acres, which will be determined using US Geological Service and IDWR data (1988 to 1993) or as demonstrated by the lessor to the satisfaction of IDWR.

b. Rental Applications

Idaho Power will submit separate rental applications for each water right rented from the Water Bank. IDWR will not approve an Idaho Power rental associated with this MOA without the prior consent of Reclamation to ensure it is compatible with Reclamation's understanding of the water rights to be rented. The rental period shall be from May 1 through the end of the irrigation season, provided that on or before August 15, a lessor who did not divert water prior to acceptance of the lease, may inform Reclamation that the lessor requires the use of water for some period between September 1 and the end of the irrigation season. Reclamation will inform IDWR and Idaho Power of any scheduled use of water by a lessor between September 1 and December 31, 2002. However, in no case may a lessor irrigate beyond the end of the irrigation season specified in the lessor's water right. A lessor, with the prior approval of Reclamation and IDWR, may divert water during the irrigation season for limited testing of irrigation equipment. Any use of water by a lessor between September 1 and the end of the irrigation season shall be limited to land or crop preparation purposes to enable the growing of a specific crop during the subsequent irrigation season. A lessor shall not be authorized to use the water for crop production during the 2002 irrigation season, unless the use occurred prior to acceptance of the lease. In such case, water may not again be used by the lessor until the 2003 irrigation season. Any authorized use of water by a lessor between September 1 and the end of the irrigation season shall result in a pro-rata reduction of the lease payment due, based upon the volume of water diverted.

c. Lessors

Reclamation must ensure that there will be an increased amount of water in the river as a result of leases approved in accordance with this MOA. Therefore, Reclamation

has negotiated with parties who will dry up land by not irrigating to produce crops during the 2002 irrigation season. Their names are on the appended list identified as Attachment A. The rentals by Idaho Power described in this MOA shall be limited to these parties, unless other parties are added through amendment of the MOA. Water rights other than those described in Attachment A will not be rented. While Reclamation understands that there is a first-in first-out rule, the water rights currently in the Water Bank do not satisfy Reclamation's need for ensuring that the Water Bank rentals will result in increased waterflows in the river. Reclamation requires that land must not produce irrigated crops during the lease period and that the land would have been irrigated but for the subject lease.

d. Administration by IDWR

1. IDWR will periodically confirm through satellite data and field visits that the land from which the water rights were leased is not being irrigated contrary to the provisions of this MOA.
2. IDWR will use its best efforts to ensure that the Snake River is regulated so that the rented water rights provide instream flow. IDWR will seek to verify the results of this pilot program by arranging with Idaho Power to acquire the daily power readings for the high-lift pumps that normally supply the idled lands. IDWR will use existing information regarding pump size, efficiency, lift, and any new data that may become available to quantify daily volume diversion rates. These daily rates will be analyzed to estimate daily flow increases to the Snake River. At the end of the irrigation season, IDWR will summarize findings regarding the estimated daily flow increases to the Snake River resulting from the Water Bank rentals. The payments to the lessors will not be affected by this data gathering.

e. Payment

1. Idaho Power has agreed to rent natural flow water, which will be paid for by Reclamation and the Bonneville Power Administration and which will count towards Reclamation's 427,000 acre-feet flow augmentation water. Idaho Power will submit water rental applications to the Water Bank for power generation purposes at the Hells Canyon Complex. The payments to the Water Bank shall include the required 10-percent fee for administrative costs. Reclamation will transfer funds to IDWR for this purpose. The price paid will be \$50 per acre-foot inclusive of any State charge for administrative costs. Thus, the rental rate will be \$45.45 per acre-foot, and the fee for administrative costs will be \$4.55. IDWR shall credit all funds to the Water Administration Account, and any interest earned shall accrue to that account.
2. IDWR shall make lease payments to a lessor in accordance with a payment schedule acceptable to the lessor, provided that the final twenty-five percent

(25%) of the total lease payment shall not be paid until after the end of the irrigation season. Payments will be reduced in accordance with the following:

- a. Any discrepancies in the number of acres identified by IDWR that result in less acres that should have been eligible for payment under the lease after acceptance of the lease shall result in a pro-rata reduction of the total lease payment due to the lessor.
- b. Any authorized use of water by a lessor between September 1 and the end of the irrigation season shall result in a pro-rata reduction of the lease payment due, based upon the volume of water diverted.
- c. Any authorized diversion of water during the irrigation season for limited testing of irrigation equipment, previously approved by Reclamation and IDWR, will result in a pro-rata reduction of the lease payment due, based upon the volume of water diverted.
- d. Any unauthorized use of water that is covered by a lease will result in a pro-rata adjustment in the total lease payment due, although other remedies are available to IDWR or to Reclamation, including, but not limited to, immediate termination of the lease.

Any part of the payment by Reclamation not used for the purposes authorized under this MOA will be reimbursed to Reclamation by December 1, 2002.

III. Term of Agreement

This Agreement shall become effective on the date of the last signature hereto and will terminate on December 31, 2002.

GENERAL PROVISIONS

1. Officials Not To Benefit

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this MOA or to any benefit that may arise out of it.

2. Covenant Against Contingent Fees

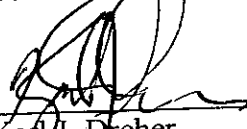
The recipient warrants that no person or agency has been employed or retained to solicit or secure this MOA upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the recipient for the purpose of securing agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this MOA without liability or, in its discretion, to deduct from the MOA amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Triplicate Originals

This MOA is executed in triplicate. Each of the documents with an original signature of each party shall be an original

IN WITNESS WHEREOF, the parties have executed this MOA on the date following their respective signatures.

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

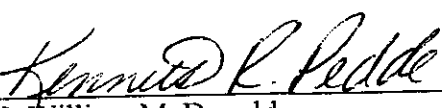


Karl J. Dreher
Director

May 10, 2002

Date

**UNITED STATES
BUREAU OF RECLAMATION**



J. William McDonald
Regional Director

5/10/02

Date

ATTACHMENT A

Lessors under Reclamation MOA # 1425-02-MA-10-3460

1. Bell Rapids Mutual Irrigation Company
2. Sailor Creek Water Company
3. Grindstone Butte Mutual Canal Company
4. South Elmore Irrigation Company
5. Clover Hollow LLC
6. Falcon Butte Farms
7. Mr. George Grant

JUN 07 2002

RECEIVED

Form No. 42-1781
3-92

Water Supply Bank No. _____

Water Right No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
 APPLICATION TO SELL OR LEASE A WATER RIGHT
 TO THE
 WATER SUPPLY BANK

Name of Seller/Lessor CLOVER HOLLOW LLC Phone 208-587-8594
 Post office address P.O. Box 606 MTN. HOME, ID 83647

A. DESCRIPTION OF RIGHT AS RECORDED**1. Right evidenced by:**

a. Decree No. _____ Decreed to _____ (Name)
 in case of _____ vs _____
 dated _____ in _____ county of _____
 (Name of court)

b. License No. _____ Issued by the Idaho Department of Water Resources.

c. Permit No. _____ Issued by the Idaho Department of Water Resources.

2. Source of water _____ tributary to _____

3. Date of priority _____

4. Water is used for the following purposes:

amount _____ for _____ purposes from _____ to _____

amount _____ for _____ purposes from _____ to _____

amount _____ for _____ purposes from _____ to _____
 (month/day — both dates inclusive)

5. Total amount of water under right: a. _____ cubic feet per second
 &/or
 b. _____ acre feet per annum

6. Location of point of diversion is _____ 1/4 of _____ 1/4 of Section _____

Township _____ Range _____, B.M. in _____ County

Additional points of diversion, if any _____

PORTION OF RIGHT - TO BE LEASED
FOR YEAR 2002 TO IDWR WATER
SUPPLY BANK

7. Lands irrigated or place of use:

| TWP. | RANGE | SEC. | NE 1/4 | | | | NW 1/4 | | | | SW 1/4 | | | | SE 1/4 | | | | TOTALS |
|------|-------|------|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|----------|
| | | | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | |
| 4S | 7E | 33 | | | | | | | | | | | | | 40 | 40 | 40 | 40 | 160 |
| 4S | 7E | 21 | | | | | | | | 40 | | | | | 40 | 40 | 40 | 40 | 200 |
| 4S | 7E | 31 | | | | | 40 | 40 | 40 | 40 | | | | | 40 | 40 | 40 | 40 | 301.5 |
| | | | SEE JACK POST APPLICATION FOR BAL OF CLOVER HOLLOW DETAILS | | | | | | | | | | | | | | | | 420 POST |

Total number of acres to be irrigated ^{LEASED} 1,081.5

B. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE (If the entire right is for sale or lease, omit part B.)

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum

2. Point of diversion _____ 1/4 _____ 1/4, Section _____ Township _____
Range _____, B.M., _____ County
Additional points _____

3. Place of use:

| TWP. | RANGE | SEC. | NE 1/4 | | | | NW 1/4 | | | | SW 1/4 | | | | SE 1/4 | | | | TOTALS |
|------|-------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | |
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| | | | | | | | | | | | | | | | | | | | |

Total number of acres to be irrigated _____

C. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

1. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right.

PURCHASED BY CLOVER HOLLOW - 1994

2. Describe the frequency of water use under the right, or portion thereof, during the past 5 years. Attach water-master records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture:

IRRIGATED
ALL LAND FARMED, IN EXCESS OF 5 YEARS EXCEPT
DURING 2001 - (POWER BUYBACK)

3. Describe the relative availability of water to fill the right, or portion thereof. Attach evidence to support the availability:

ALL WATER FROM SNAKE RIVER

4. Describe any other water rights with the same purpose and place of use as the right, or portion thereof. Will the present place of use continue to receive water from any source? If so, describe.

N/A

5. If the water right is a permit, describe the work accomplished toward developing the right.

N/A

6. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

7. If the right is included in an ongoing adjudication, a copy of the claim must be provided with this application.

8. Draw a map indicating the point(s) of diversion and place of use of the right, or portion thereof. Show clearly the land involved by section, township and range.

[illegible]

SCALE: 2 inches equal 1 mile. Draw plan in ink.

9. Remarks N/A

D. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale
_____ For lease for period from 1 MAY 2002 to 10/31/2002
(year) (year)
_____ As a gift to the State of Idaho.

2. The minimum payment acceptable to the Seller/Lessor is: (Include the method of determining the minimum payment)

AS PER MOA

3. Payment contingent on subsequent sale or leasing of this right, or portion thereof, is:

X Acceptable _____ Not Acceptable

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer the sale or lease of this right to the Idaho Water Resource Board. (See MOA ATTACHMENT)

6/7/02 D. C. Bergh
(Date) (Signature of applicant)

for CLOVER HOLLOW LLC

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

JUN 27 2002

Clower Hollow, LLC

Land that will not be irrigated this year

Clower Hollow Total 1071.5

INCORRECT
(SEE DR 10)
APP, CEE

[illegible]

RECEIVED

JUN 27 2002

Department of Water Resources



CUSTOMER CONSENT FORM

(To Release Idaho Power Company Customer Account Information)

I, the customer of record, do hereby agree and allow Idaho Power Company to release the following account information (Indicate information to be released):

- ☒ Electrical Usage
☒ Irrigation Information
☐ Credit Information
☒ Service Location / Address
☐ Other _____

This information may be released to the following person(s) or representative of the following organizations(s):

Name Department of Water Resource Otto Cynthia Bridge Clark
Address 1301 W. Orchard St. Box 83720
Bowin, Id. 83720

Information may be released on the following account:

Name Clower Hollow, LLC
Service Location Refer to attached
Account Number _____

List additional accounts on the back.

Signed Clower Hollow LLC by [Signature] Date 6-18-02
CUSTOMER OF RECORD

DBA

This authorization is valid until _____ (Date)

CLOVER HOLLOW

6/14/02

IDAHO POWER ACCOUNT #s & LOCATIONS

| <u>ACT #</u> | <u>SERVICE LOCATIONS</u> (MTN. HOME) |
|------------------------------|--------------------------------------|
| 7731944438 (SA 1815751788) | 058 07E 1701 |
| 3380083411 (SA 6717352004) | 045 07E 2701 |
| 338 0083411 (SA 6672944046) | 05 ^S 06E 0501 |
| 338 0083411 (SA 8422001933) | 055 07E 1708 |
| 338 0083411 (SA 24573003) | 045 07E 2702 |
| 338 0083411 (SA 9602 098617) | 055 07E 0501 |



An IDACORP Company

IDAHO POWER COMPANY
P.O. BOX 70
BOISE, IDAHO 83707

RECEIVED

JUN 27 2002

DEPARTMENT OF WATER RESOURCES

Clover Hollow LLC
P O Box 606
Mt Home, ID 83647-0606

March 23, 2001

Dear Customer:

This letter is to confirm that your Offer to Reduce Electrical Energy Consumption submitted in response to Idaho Power Company's Request for Proposals issued February 16, 2001, has been accepted. Enclosed is a copy of your Offer to Reduce Electrical Energy Consumption which is signed by Idaho Power Company. Also enclosed is a copy of your Offer Form Worksheet which details the Offered Energy Reduction of 17,330,036 you have committed to provide during the 2001 growing season and the Base Energy Consumption Amount of 17,330,036 from which the actual energy reduction provided will be computed.

As stated in Idaho Power's Request for Proposals, the metered service points included in your accepted offer must remain connected for electric service during the full term of the program. If you have metered service points that are currently not connected for service, you do not need to contact us. Idaho Power will confirm that each metered service point is connected for service, and if it is not, will coordinate to have our crews perform the necessary work. If you prefer to have your service disconnected during the winter, you may contact us after November 15, 2001 to request a service disconnection.

As a condition for participating in the irrigation Buy Back Program, you are required to remain as the responsible party for each of the metered service points included in your accepted offer. If you become the responsible party for additional metered service points not included in your offer, Idaho Power will include the energy consumption for each additional metered service point in computing both a revised Base Energy Consumption Amount and the actual energy reduction provided. Becoming the responsible party for metered service points not included in your offer could affect your ability to provide the energy reduction committed to in your offer.

Idaho Power will begin making monthly payments in May for energy reductions actually provided, as detailed in the Request for Proposals. If you would prefer to have your payments deferred until 2002, please contact us. Interest will not be paid on deferred payments.

We look forward to your participation in this program. If you have any questions, please feel free to contact us.

Sincerely,

Idaho Power Company

Contact Numbers:
In Boise 388-2323
Outside Boise 1-800-488-6151



IDAHO
POWER

An IDACORP Company

000497

OFFER FORM WORKSHEET

Bid #

2

Account Information as of: 2/16/2000

Base Energy Consumption Amount
(Total of Avg kWh from period)

17,330.036

Tax ID #: 820469345T

Offered Energy Reduction
(kWh)

17,330,036

Bid Price
(Cents per kWh)

15¢

CLOVER HOLLOW LLC

P.O. Box 606

MOUNTAIN HOME, ID 83647-0606

of Acres / County Name

of Acres taken
out of Production
(By County Name)

4,000 / ELMORE

of Acres / County Name

IRRIGATION METERED SERVICE POINTS

| Meter Ser # | IPCo Location # | Service City | HP | Max kW | Avg kWh | kWh Reduced |
|-------------|------------------|---------------|-------|--------|-----------|-------------|
| 64868945 | 0365 HP 30 | MOUNTAIN HOME | 30 | 40 | 54,116 | |
| 51051116 | 0370 HP 325 | MOUNTAIN HOME | 325 | 264 | 505,920 | |
| 3473445 | 0480 HP 375 | MOUNTAIN HOME | 375 | 349 | 738,000 | |
| 2628353 | 0485 HP 2450 IDR | MOUNTAIN HOME | 2,500 | 1,728 | 4,158,240 | |
| 2628352 | 0627 CLAMPITTIDR | MOUNTAIN HOME | 4,800 | 3,720 | 9,214,800 | |
| 2628341 | 0630 HP 1300 | MOUNTAIN HOME | 1,300 | 1,020 | 2,658,960 | |

OFFER TO REDUCE ELECTRICAL ENERGY CONSUMPTION

This offer is made in response to the Request for Proposals ("RFP") issued by Idaho Power on or about February 16, 2001. The undersigned is an irrigation customer of Idaho Power receiving service under Rate Schedule 24 ("Bidder"). In consideration for the compensation specified on the attached worksheet, Bidder hereby offers to reduce its consumption of electrical energy in the total amount specified on the attached worksheet ("Offered Energy Reduction") during the 2001 growing season.

1. Bidder Data

Bidder's name: CLOVER HOLLOW L.L.C.
Mailing address: P.O. Box 606 MTN. HOME, ID. 83647
Telephone No.: 208-587-8594
Fax No. (if any): 208-587-6730
E-mail (if any): pbergh@micron.net

Bidder is a (select one) () sole proprietor, () general partnership,
() corporation, () limited partnership, (☒) limited liability company,
() other _____.

If the information provided by Bidder in this Paragraph 1 is different than the information shown on the attached worksheet, please mark this box. ☐

- 2. Bidder Verification of Data On Worksheet.** Bidder understands that the information concerning the Bidder and the metered service points for Bidder shown on the attached worksheet are based on the best information currently available to Idaho Power. Bidder states that it has carefully reviewed the metered service points data and consumption data for each metered service point shown on the attached worksheet. Bidder has verified with Idaho Power any corrections to the data and has

indicated those corrections to the data on the space provided on the worksheet.

3. Contract Terms and Conditions. By making this offer, Bidder agrees that it will comply with all of the terms, conditions, warranties, covenants and representations contained in the RFP, and acknowledges that all of the definitions, terms, conditions, warranties and covenants contained in the RFP are included in this offer by reference.

4. Binding Agreement. The undersigned Bidder understands that this offer is binding and if this signed offer is accepted by Idaho Power, this offer will constitute a contract between Idaho Power and the Bidder. Bidder further understands that Idaho Power has encouraged Bidder to consult legal counsel prior to signing this offer. Bidder further understands that if Idaho Power has not notified Bidder of its acceptance of this offer by 5:00 p.m. (MST) on March 15, 2001, the offer is deemed rejected, but this offer cannot be withdrawn or revoked by Bidder prior to that time.

Offered:

By

Irrigation Customer - Bidder

Its

Members

Date

Feb 28, 2001

Accepted:

IDAHO POWER COMPANY

Maggie Briley

**NOW
STARTING
RIGHT
SIDE OF
FILE**



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 17, 2003

PA BERGH
CLOVER HOLLOW
PO BOX 606
MOUNTAIN HOME ID 83647

**RE: FINAL PAYMENT FOR RENTAL OF WATER FROM SNAKE RIVER THROUGH
THE WATER SUPPLY BANK. WATER RIGHT NOS. 2-2386, 2-2387, 2-2388,
2-7148**

Dear Mr. Bergh,

All or portions of the water rights referenced above were leased to the Water Supply Bank ("bank") during the 2003 irrigation season in accordance with Agreement No. 1425-03-MA-10-3880 ("Agreement") between you and the United States Bureau of Reclamation ("Reclamation"). The Idaho Department of Water Resources ("department") has invoiced Reclamation for the funds associated with the second and final payment. Upon receipt, the Controller's office will issue a state warrant in the amount of **\$162,418.50** to be sent directly to the address listed above.

The enclosed map identifies the eligibility status of the lands as evaluated by the department. It indicates whether the lands were determined to be eligible or ineligible for payment.

Payment for rental of the right(s) from the bank was contingent upon the determination that the acres associated with the rental application had a valid Snake River water right(s), and that they qualified for payment as provided in Contract no. 1425-03-WL-10-2003 between Reclamation and the Department of Water Resources to Implement the Rental of Water Rights Under the Pilot Program for Leasing of Snake River Natural Flow Water Rights for 2003, said agreement dated June 25, 2003 ("Contract").

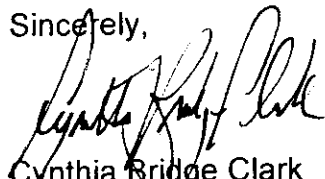
The Agreement and Contract specify that one half of the estimated payment will be paid on or around July 1, 2003, and the second half shall be issued after the irrigation season has ended. The total payment to Clover Hollow LLC was calculated based on the total number of acres determined to be eligible for payment times \$150.00 per acre idled minus a ten percent (10%) administrative fee as provided in the Water Supply Bank rules. The first payment was calculated based on fifty percent (50%) of the estimated final payment. The second payment includes the remainder of the total payment based on the number of acres determined to be eligible.

Below is a summary of the payments to Clover Hollow LLC for the rental of the referenced water rights from the bank:

| Contracted
Idled Acres
(ac) | Eligible
Idled Acres
(End of irr season) | Acres
Ineligible for
Payment | Payment
Rate
(price/ac) | Payment(s) to Lessor | | |
|-----------------------------------|--|------------------------------------|-------------------------------|----------------------|--------------------------|------------------|
| | | | | Payment 1
(50%) | Payment 2
(remainder) | Total
Payment |
| 2406.2 | 2406.2 | 0.0 | \$150.00 | \$162,418.50 | \$162,418.50 | \$324,837.00 |

This payment, in the amount of \$162,418.50 is considered to be the final payment for the rental of water rights for the 2003 irrigation season. If you have questions, please feel free to contact the department.

Sincerely,



Cynthia Bridge Clark
Associate Engineer
Water Allocations Bureau

Enclosure

c: IDWR Western Region

E. Gail McGarry
Program Manager, Water Rights & Acquisition
Bureau of Reclamation
1150 N Curtis, Suite 100
PN 3100
Boise ID 83706-1234

N



R06E R07E

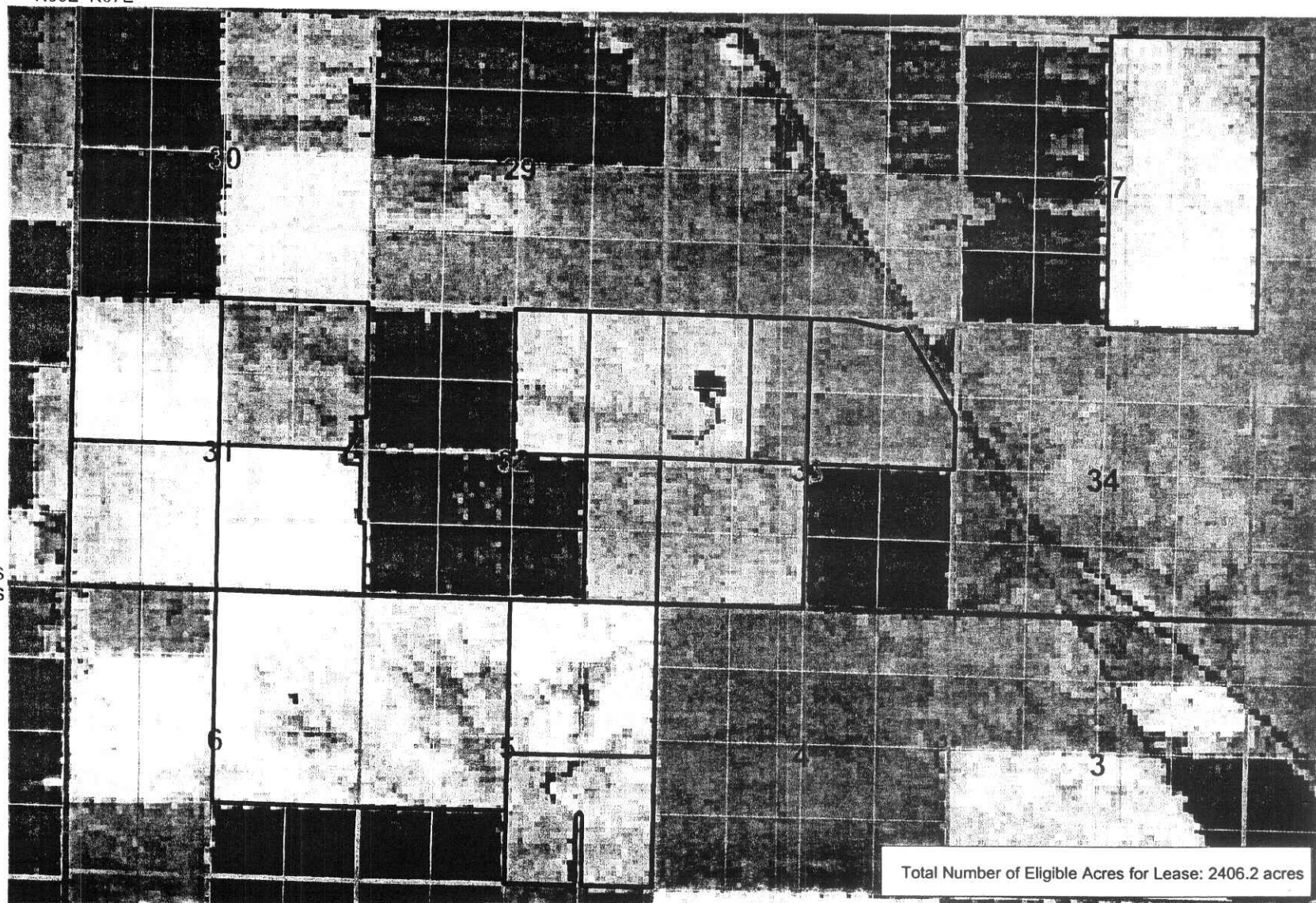


Prepared by: M. Wilkins
Idaho Department of Water Resources
1301 North Orchard Street
Boise, ID 83706
(208) 327-7900

T04S
T05S

- ELIGIBLE
- INELIGIBLE
- QUESTIONABLE
- Township/Range Lines
- Section Lines
- Quarter/Quarter Lines

Imagery: September 23, 2003



4000 0 4000 8000 Feet

Clover Hollow, LLC

**2003 Snake River Pilot Leasing Program
Rental of Water from the Water Supply Bank**

Prepared: December 2, 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 25, 2003

PA BERGH
CLOVER HOLLOW LLC & BERGH FARMS
180 KINGS COURT
MOUNTAIN HOME ID 83647

RE: TAX IDENTIFICATION NUMBER. WATER RIGHT NOS. 2-2159, 2-2354, 2-2398, 2-7184, 2-7229, 2-2386, 2-2387, 2-2388, AND 2-7148

Dear Mr. Bergh:

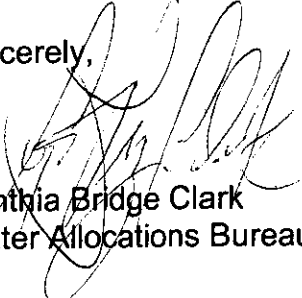
Clover Hollow, LLC and Bergh Farms have leased water rights to the State Water Supply Bank in conjunction with an agreement between the U.S. Bureau of Reclamation and the Idaho Department of Water Resources to implement the rental of water rights under a pilot program to secure natural flow in the Snake River during the 2003 irrigation season. As we discussed over the telephone, a Tax Identification Number is required for the State of Idaho to issue a payment to an applicant leasing rights to the Water Supply Bank through this pilot program.

Please find enclosed two Request for Taxpayer Identification Number and Certification, or W-9 Forms, from the Department of the Treasury, Internal Revenue Service. The forms should be completed for both entities and returned to:

Idaho Department of Water Resources
1301 North Orchard
Boise, Idaho 83706-2237
Attn: Cynthia Bridge Clark

If you have questions, please feel free to contact the Department.

Sincerely,


Cynthia Bridge Clark
Water Allocations Bureau

Encl: 2

MICROFILMED

JUL 15 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 1, 2003

RECEIVED

JUL 1 2003

Department of Water Resources

PA BERGH
CLOVER HOLLOW
PO BOX 606
MOUNTAIN HOME ID 83647

RE: APPLICATION TO LEASE PART OF WATER RIGHT NOS. 2-2386, 2-2387, 2-2388, 2-7148 TO THE WATER SUPPLY BANK

Dear Mr. Bergh,

The department has conducted an initial review of Agreement No. 1425-03-MA-10-3880 ("Agreement") between you and the United States Bureau of Reclamation ("Reclamation") submitted to this office as an Application to Sell or Lease a Water Right to the Water Supply Bank ("bank"). The application was submitted in connection with the 2003 Snake River Pilot Leasing Program initiated by Reclamation.

Please consider that the offered part(s) of the water rights ("rights") are accepted into the bank under the following terms:

1. Payment for rental of the right(s) from the bank is contingent upon the determination that the acres associated with the rental application have a valid Snake River water right(s), and that they qualify for payment as provided in Contract no. 1425-03-WL-10-2003 between the United States Bureau of Reclamation and the Idaho Department of Water Resources to Implement the Rental of Water Rights Under the Pilot Program for Leasing of Snake River Natural Flow Water Rights for 2003, said agreement dated June 25, 2003 ("Contract").
2. While part(s) of a right(s) is in the bank, the owner of the right may not use that part of the right.
3. While a right is in the bank, forfeiture provisions are stayed.
4. Acceptance of a right into the bank does not confirm the validity of the right or any elements of the water right.
5. The right(s) will be considered released from the bank on December 31, 2003.

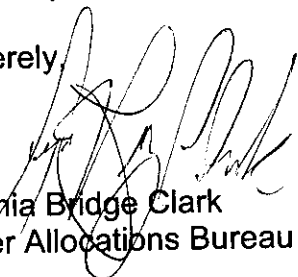
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JUL 15 2003

The Agreement and Contract specify that one half of the estimated payment will be paid on or around July 1, 2003, and the second half shall be issued after the irrigation season has ended. Payment to the individual lessors will be issued at a pay rate per acre identified in the individual Agreement between Reclamation and the lessors minus a ten percent (10%) administrative fee as provided in the Water Supply Bank rules. The department has invoiced Reclamation for the funds associated with the first payment as required in the Contract. A state warrant will be issued in the amount of \$162,418.50 for the first payment for rental of water from the bank in accordance with the above referenced Agreement. The Controller's office will issue the warrant directly to the address identified above.

If you have questions, please feel free to contact me.

Sincerely,



Cynthia Bridge Clark
Water Allocations Bureau

c: IDWR - W. Region
2-2386, 2-2387, 2-2388, 2-7148

E. Gail McGarry
Program Manager, Water Rights & Acquisition
Bureau of Reclamation
1150 N Curtis, Suite 100
PN 3100
Boise ID 83706-1234

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JUL 15 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 25, 2003

JONATHON C BOWLING
IDAHO POWER COMPANY
PO BOX 70
BOISE ID 83707

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK UNDER
WATER RIGHT NOS. 2-2159, 2-2354, 2-2398, 2-7184, 2-7229, 2-2386, 2-2387,
2-2388, 2-7148, 2-2249, 2-2250, 2-2251, 2-2252, 2-2253, 2-2254, 2-2255, 2-
2256, 2-2361, 2-7001, 2-2371, 2-7053, 2-2262, 2-2194A, 2-2194B, 2-2206, 2-
2217, 2-2218, 2-2269, 2-2345, 2-2367, AND 2-2379**

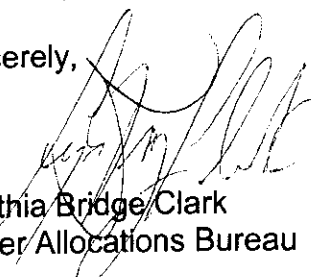
Dear Mr. Bowling:

The Department of Water Resources acknowledges receipt of the Application to Rent Water from the Water Supply Bank and the corresponding Rental Agreement in the name of Idaho Power Company, Inc. Enclosed is a copy of a fully executed Rental Agreement in connection with the rental of an estimated 42,182 acre-feet of water from the Snake River during the 2003 irrigation season. Idaho Power Company, Inc. is authorized to divert water in compliance with the conditions of water use described in the fully executed agreement.

The Contract between the United States Bureau of Reclamation and the Idaho Department of Water Resources to Implement the Rental of Water Rights Under the Pilot Program for Leasing of Snake River Natural Flow Water Rights for 2003, specifies that the U.S. Bureau of Reclamation will make the required payments to the State Water Supply Bank for the rental of the water rights identified in the Rental Agreement.

If you have questions, please feel free to contact me.

Sincerely,


Cynthia Bridge Clark
Water Allocations Bureau

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JUN 15 2003

Encl: 1

c: IDWR Western Regional Office

Rich Rigby
ESA Coordinator, Bureau of Reclamation
1150 N Curtis, PN 3030
Boise ID 83706-1234

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JUL 15 2003



An IDACORP Company

RECEIVED

JUN 19 2003

Department of Water Resources

Jonathon C. Bowling, P.E.
Engineering Leader
Water Management Department

(208) 388-2905
(208) 388-6495 FAX
jbowling@idahopower.com

June 17, 2003

Hal Anderson
State of Idaho
Department of Water Resources
1301 N. Orchard St.
Boise, ID 83720

Dear Hal,

Attached please find signed copies of the Water Bank Rental Application and Rental Agreement pursuant to the agreement between the State of Idaho, Department of Water Resources and the U.S. Bureau of Reclamation for the rental of water in the Middle Snake River for augmentation purposes.

Idaho Power Company has agreed to facilitate this agreement between the above-mentioned parties and is under no financial obligation. As agreed, the U.S. Bureau of Reclamation will be financially responsible for the leased water.

If you have any questions or comments, please feel free to contact me.

Sincerely,

Jonathon C. Bowling, P.E.

c: John P. Prescott
James C. Tucker

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JUL 15 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 6, 2003

PA BERGH
CLOVER HOLLOW LLC
PO BOX 606
MOUNTAIN HOME ID 83647

RE: FINAL PAYMENT FOR RENTAL OF WATER FROM HIGH-LIFT PUMPERS FROM THE SNAKE RIVER TO THE WATER SUPPLY BANK. WATER RIGHT NOS. 2-2386, 2-2387, 2-7148, and 2-7291.

Dear Mr. Bergh:

During the 2002 irrigation season, Clover Hollow, LLC leased all or portions of the water right licenses referenced above to the Water Supply Bank ("bank"). Enclosed is a state warrant in the amount of \$36,372.50 for the second and final payment for rental of water from the Water Supply Bank. Also enclosed is a map identifying the lands that qualified for payment.

Payment for rental of the right(s) from the bank was contingent upon a determination that the acres associated with the rental application have a valid Snake River water right(s), and that they qualify for payment as provided in Memorandum of Agreement ("MOA") No. 1425-02-MA-10-3460 between the U.S. Bureau of Reclamation ("USBR") and the Idaho Department of Water Resources ("department"). Eligibility of the lands was verified by the department based on interpretation of satellite imagery and field visits. As specified in the MOA, the rental rate for the right holder is \$45.45 per acre-foot (af). The annual diversion volume was determined using US Geological Survey and IDWR data (up to a maximum of 3 acre-feet per acre). Based on the available data, payment to Clover Hollow, LLC will be calculated at 2.88 acre-feet per annum per acre (afa per acre).

The department received an application from Clover Hollow to lease water to the bank on June 7, 2002 identifying 1081.5 acres to be dried up in accordance with the MOA. Subsequent documents were submitted as clarification material that erroneously identified a total of 1071.5 acres. Though the first payment from the bank was issued as a percentage of 1071.5 acres, the total payment is based on water appurtenant to a maximum total of 1081.5 acres as specified on the original lease application.

The total number of acres considered for payment is based on measurement of the lands using available satellite imagery, and may differ from the totals specified on the lease

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applications to the bank. In the case of Clover Hollow, 1081.5 acres were specified on the lease application, and 1093.3 acres were measured by the department. The maximum number of acres eligible for payment shall not exceed the total number of acres specified for lease on the entity's application.

On October 8, 2002, the department sent a warrant for \$105,190.62 to Clover Hollow, as the first payment for rental of water from the bank. The first payment was calculated based on 75% of the *estimated eligible acres*. Lands recommended for denial or whose eligibility was in question, were not included in the total estimated eligible acres. Since the initial payment, the boundary of one field was changed to exclude buildings and land that have not been irrigated in 2000 or 2001, in accordance with the MOA. The adjustment was made based on 1987, 2000, and 2001 satellite imagery and infrared photography.

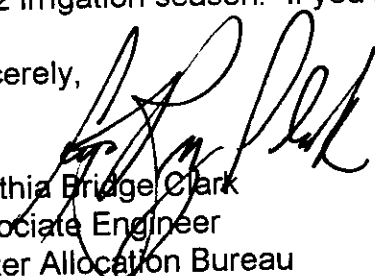
The attached map identifies the eligibility status of lands as determined by the department. It indicates whether the lands are eligible or ineligible, and identifies the number of acres measured.

The total payment issued to Clover Hollow was calculated based on the total number of acres determined to be eligible for payment multiplied by 2.88 afa per acre, and further multiplied by \$45.45 per acre-foot. The second payment represents the difference between the first and total payments. Below is a summary of the payments issued to Clover Hollow for rental of the referenced water rights from the bank:

| Acres
Requested on
Lease App. (ac) | Total Eligible
Acres
(ac) | Authorized
Diversion Rate
(afa per acre) | Irrigation
Reductions
(af) | Total
Volume
Rented (af) | Payment(s) to Applicant @ \$45.45 per acre-foot | | |
|--|---------------------------------|--|----------------------------------|--------------------------------|---|----------------------------|-------------------------------|
| | | | | | 1st
Payment | 2 nd
Payment | Total Payment
to Applicant |
| 1081.5 | 1081.5 | 2.88 | 0.0 | 3114.7 | \$105,190.62 | \$36,372.50 | \$141,563.12 |

This payment is considered to be the final payment for the rental of water rights for the 2002 irrigation season. If you have questions, please feel free to contact the department.

Sincerely,


Cynthia Bridge Clark
Associate Engineer
Water Allocation Bureau

Enclosures

c: Western Regional Office

Rich Rigby, ESA Coordinator
Bureau of Reclamation
1150 N Curtis, PN 3030
Boise ID 83706-1234

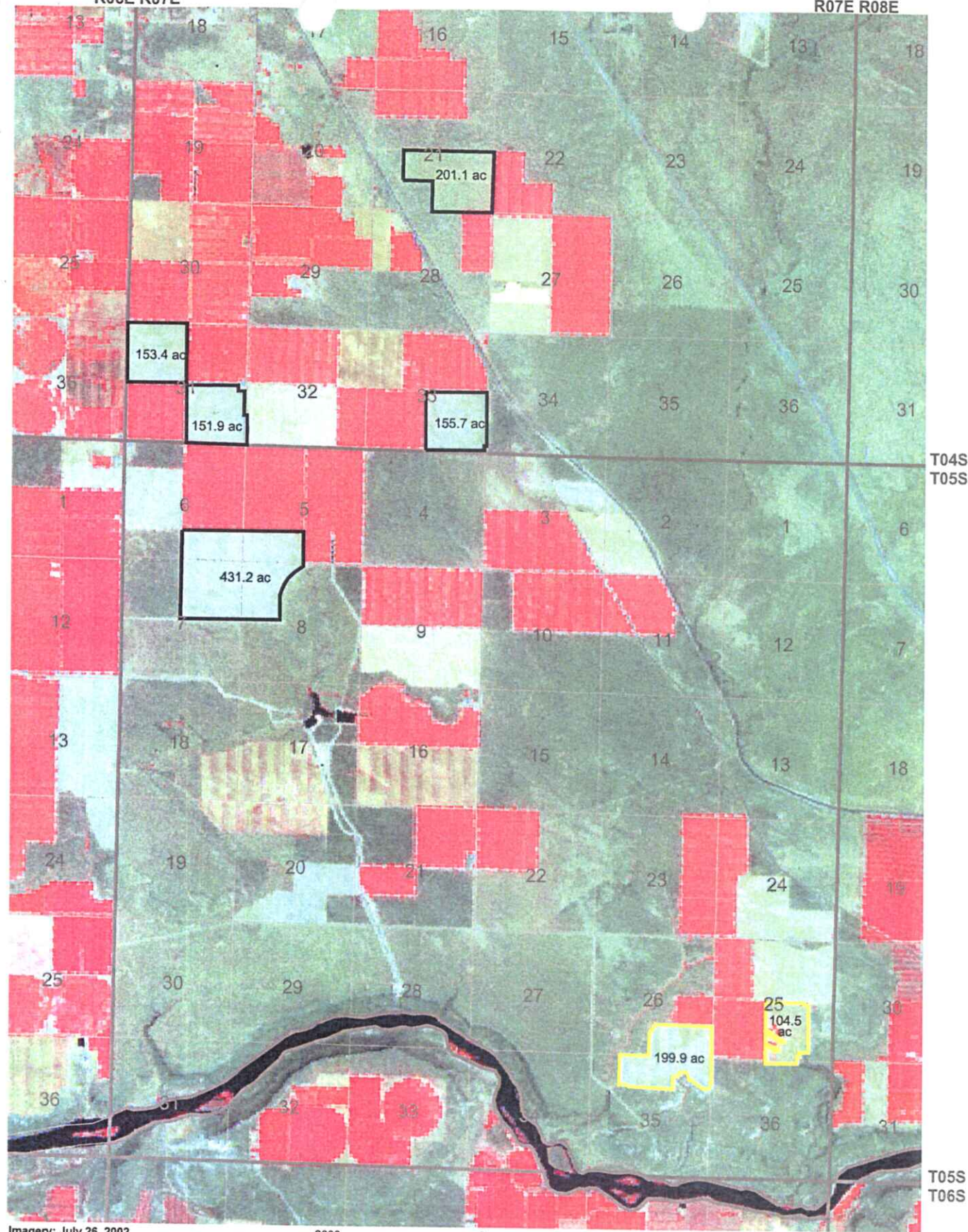
Debbie Allen
IDWR, Fiscal Section

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OCT 15 2003

R06E R07E

R07E R08E



Imagery: July 26, 2002

2000 0 2000 4000 Meters

■ ELIGIBLE
 ■ INELIGIBLE
 ■ Township/Range Lines
 ■ Section Lines

Clover Hollow LLC
 Acreages for Final Payment for Rental of Water from
 High-Lift Pumps from the Snake River to the Water Supply Bank

Prepared: February 5, 2003



Prepared by: M. Wilkins
 Idaho Department of Water Resources
 1301 North Orchard Street
 Boise, ID 83706
 (208) 327-7900



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 8, 2002

PA BERGH
CLOVER HOLLOW LLC
PO BOX 606
MOUNTAIN HOME ID 83647

**RE: PAYMENT NO. 1 FOR RENTAL OF WATER FROM HIGH-LIFT PUMPERS
FROM THE SNAKE RIVER TO THE WATER SUPPLY BANK**

Dear Mr. Bergh:

On September 5, 2002, the Department of Water Resources ("department") requested confirmation of the payment schedule preferred by the High-Lift Pumpers leasing water to the Water Supply Bank ("bank"). Clover Hollow LLC ("Clover Hollow") identified Option 2, which provides for one partial payment of up to 75% of the total potential payment to be issued prior to final review, and a second payment for the remaining sum to be issued after eligibility findings are finalized by the department.

Enclosed is a state warrant in the amount of \$105,190.62 for the first payment for rental of water from High-Lift Pumpers from the Snake River to the Water Supply Bank. Also enclosed is map identifying the lands that qualified for the first payment.

Estimates of lands eligible for payment are based on review of associated water rights, satellite imagery interpretations, field visits, and flow measurements in accordance with the criteria delineated in Memorandum of Agreement ("MOA") No. 1425-02-MA-10-3460 between the U.S. Bureau of Reclamation ("USBR") and the Idaho Department of Water Resources. As specified in the MOA, the rental rate is \$45.45 per acre-foot, and the annual diversion volume was determined using US Geological Service and IDWR data (up to a maximum of 3 acre-feet per acre). Based on the available data, the annual diversion volume for Clover Hollow is 2.88 acre-feet per acre (afa).

The first payment has been calculated based on 75% of the *estimated eligible acres only*. Lands that will be recommended for denial or whose eligibility is in question, have not been included in the total estimated eligible acres. Please note, that the total acres are based on those measured using available satellite imagery, and may differ from the totals specified on the applications to the bank. The maximum number of acres eligible for payment shall not exceed the total number of acres identified on the entity's application. Additionally, please note that the eligibility status is yet to be finalized and may change pending final review.

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The attached map identifies the eligibility status of lands based on the review to date. It indicates whether the lands are eligible, ineligible or whether there are questions surrounding their eligibility at this time.

Below is a total summary for the first payment:

| Acres Requested on App. | Estimated Eligible Acres | Acre-feet per acre | Estimated Eligible Acre-feet | Estimated Payment(s) @ \$45.45 per acre-foot | | |
|-------------------------|--------------------------|--------------------|------------------------------|--|--------------------------------|-------------------------|
| | | | | 1st Payment (75%) | 2nd Payment (25% or remainder) | Estimated Total Payment |
| 1071.5 | 1071.5 | 2.88 | 3085.9 | \$105,190.62 | \$35,063.54 | \$140,254.16 |

If you have questions, please feel free to contact the department.

Sincerely,



Cynthia Bridge Clark
Associate Engineer
Water Allocation Bureau

Enclosures

c: Western Regional Office
Water right nos. 2-2386, 2-2387, 2-7148, 2-7291

Rich Rigby, ESA Coordinator
Bureau of Reclamation
1150 N Curtis, PN 3030
Boise ID 83706-1234

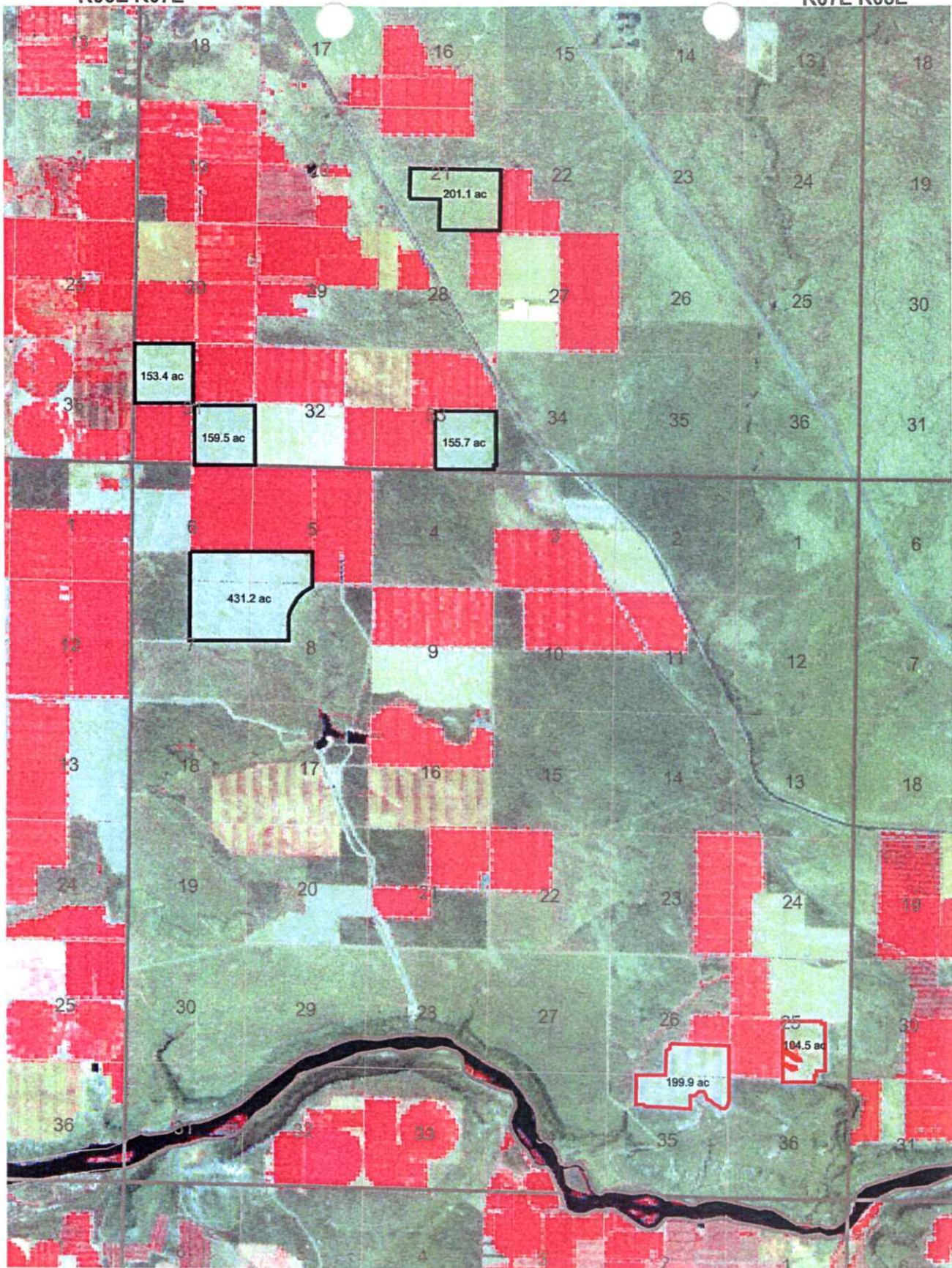
Debbie Allen
IDWR, Fiscal Section

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NOV 1 6 1989

R06E R07E

R07E R08E

T04S
T05ST05S
T06S

Imagery: July 26, 2002

2000 0 2000 4000 Meters

ELIGIBLE
 INELIGIBLE
 Township/Range Lines
 Section Lines

NOV 18 2002

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NOV 18 2002



Prepared by:
Idaho Department of Water Resources
1301 North Orchard Street
Boise, ID 83709
(208) 327-7900

Clover Hollow LLC

Payment No.1 Acreage Estimates for Rental of Water from
High-Lift Pumpers from the Snake River to the Water Supply Bank

Prepared: October 1, 2002

Clover Hollow LLC
P. O. Box 606
Mountain Home, ID 83647
September 10, 2002

Cynthia Bridge Clark
Idaho Dept of Water Resources
P. O. Box 83720
Boise, ID 83720-0098

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SEP 12 2002

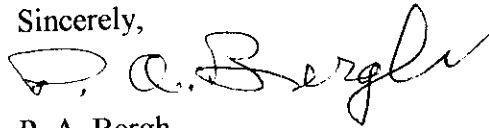
Department of Water Resources

Ref: Your letter dated 9/5/02 (water rental payment schedule)

Dear Ms. Clark,

The Clover Hollow LLC hereby elects payment for Snake River water rental for the year 2002 in accordance with Option 2 of the referenced letter, i.e. 75% of the total potential payment. Payment is requested as soon as possible.

Sincerely,



P. A. Bergh
Member
Clover Hollow LLC



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 5, 2002

PA BERGH
CLOVER HOLLOW LLC
PO BOX 606
MOUNTAIN HOME ID 83647

**RE: PAYMENT SCHEDULE FOR RENTAL OF WATER FROM THE WATER
SUPPLY BANK; LEASED BY HIGH-LIFT PUMPERS FROM THE SNAKE
RIVER**

Dear Mr. Bergh:

The department has conducted a preliminary review of the Application to Sell or Lease a Water Right to the Water Supply Bank that you submitted to this office in the name of Clover Hollow LLC.

To date, this review includes identification of the associated water rights, and an evaluation of acreage eligibility based on satellite imagery from the 2000 and 2001 irrigation seasons in accordance with the criteria set forth in the Memorandum of Agreement ("MOA") No. 1425-02-MA-10-3460 between the U.S. Bureau of Reclamation and the Idaho Department of Water Resources ("department"), and in the applicant agreement. Confirmation that lands were not irrigated during the 2002 irrigation season will be based on evaluation of satellite images, field visits, and flow measurements.

The purpose of this letter is to request written confirmation of a payment schedule preferred by each applicant. Part II, Section e, of the MOA, states: "IDWR shall make lease payments to the lessor in accordance with a payment schedule acceptable to the lessor, provided that the final twenty-five percent (25%) of the total lease payment shall not be paid until after the end of the irrigation season." The department is prepared to issue payments based on the preliminary review of eligible acres. At least 25% of the total potential payment will be retained until the end of the irrigation season to cover adjustments for any lands found to be ineligible as defined in the MOA.

Options for payment include:

1. One final payment for all of the acres determined to be eligible. The payment will be issued on a preferred date after the end of the irrigation season, once the eligibility findings are complete and an agreement on the total amount is reached between the applicant and the department.

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2. Partial payment(s) up to 75% of the total potential payment, as requested by the applicant, can be issued prior to the final review. At least 25% of the total potential payment will be withheld until the eligibility findings are complete and an agreement on the total amount is reached between the applicant and the department.

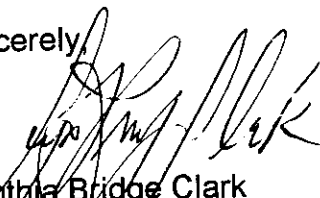
Please submit your request in writing by describing the preferred payment option. Specify the date you would like the final payment issued for option no. 1, or for option no. 2, specify the dates for issuance and the percentage amounts of the early and final payments. All payments will be issued to the name and address provided on the Water Supply Bank application.

Applicants will be notified of the total number of acres determined to be eligible after the irrigation season is complete (November 15, 2002), and will be given an opportunity to appeal any acres found to be ineligible by the department.

Additionally, with regards to late season irrigation, Part II, Section b, of the MOA states: "The rental period shall be from May 1 through the end of the irrigation season, provided that on or before August 15, a lessor who did not divert water prior to acceptance of the lease, may inform Reclamation that the lessor requires the use of water for some period between September 1 and the end of the irrigation season." Please note that the date to request authorization has past. Therefore unless you have already notified the USBR of your intent to use water, late season irrigation is not authorized under the MOA.

If you have questions, please feel free to contact the department.

Sincerely,



Cynthia Bridge Clark
Associate Engineer
Water Allocation Bureau

c: Western Regional Office
Water right nos. 2-2386, 2-2387, 2-7148, 2-7291

Rich Rigby, ESA Coordinator
Bureau of Reclamation
1150 N Curtis, PN 3030
Boise ID 83706-1234

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State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 23, 2002

PA BERGH
CLOVER HOLLOW LLC
PO BOX 606
MOUNTAIN HOME ID 83647

RE: APPLICATION TO LEASE PORTIONS OF WATER RIGHT 2-2386, 2-2387, 2-7148, AND 2-7291 TO THE WATER SUPPLY BANK

Dear Mr. Bergh:

The department has conducted an initial review of the Application to Sell or Lease a Water Right to the Water Supply Bank ("bank") that you submitted to this office in the name of Clover Hollow LLC. The application was submitted in connection with the lease of water rights ("rights") from high-lift pumpers on the Snake River.

Please consider that the offered part(s) of the water rights are accepted into the bank under the following terms:

1. Payment for rental of the right(s) from the bank is contingent upon a determination that the acres associated with the rental application have a valid Snake River water right(s), and that they qualify for payment as provided in Memorandum of Agreement ("MOA") No. 1425-02-MA-10-3460 between the U.S. Bureau of Reclamation and the Idaho Department of Water Resources regarding Rental of Water From High-Lift Pumpers on the Snake River, said agreement dated May 10, 2002.
2. While part(s) of a right(s) is in the bank, the owner of the right may not use that part of the right. As specified in the MOA, however, a lessor who did not divert water prior to the acceptance of the lease may give notice that the lessor requires the use of water on and after September 1, 2002 for land or crop preparation purposes for the 2003 irrigation season.
3. While a right is in the bank, forfeiture provisions are stayed.
4. Acceptance of a right into the bank does not confirm the validity of the right or any elements of the water right.

5. The right(s) will be considered released from the bank on December 31, 2002.

If you have questions, please feel free to contact the Department.

Sincerely,

L. GLEN SAXTON, P.E.
Chief, Water Allocation Bureau

c: IDWR Regional Office
Water right nos. 2-2386, 2-2387, 2-7148, 2-7291

Rich Rigby
ESA Coordinator
Bureau of Reclamation
1150 N Curtis, PN 3030
Boise ID 83706-1234