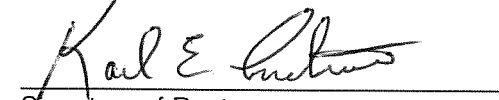
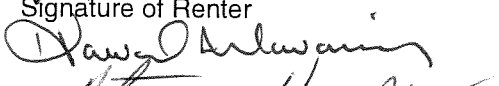
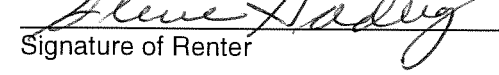


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FILE # 29-2292

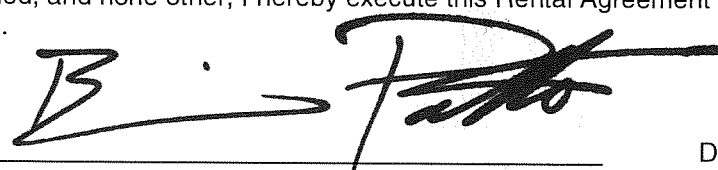
WATER SUPPLY BANK RENTAL AGREEMENT

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

 Signature of Renter	<u>KARL E. ANDERSON</u> Printed Name and Title*	<u>6-5-2014</u> Date
 Signature of Renter	<u>HOWARD MANWARING</u> Printed Name and Title*	<u>6-5-2014</u> Date
 Signature of Renter	<u>STEVE HADLEY</u> Printed Name and Title*	<u>6/5/2014</u> Date

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

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By 
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date

July 2, 2014

WATER SUPPLY BANK RENTAL AGREEMENT

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SW ¼ NW ¼ Sec. 12 Twp 06s Rge 34E BANNOCK County

BENEFICIAL USE

	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INDUSTRIAL	2/24	12/31	1.3 cfs	24 af
DIVERSION TO STORAGE	2/24	12/31	1.3 cfs	
RECREATION STORAGE	2/24	12/31		57 af
TOTAL:			1.3 cfs	81 af

SEASON OF USE

02/24 TO 12/31

RENTER'S PLACE OF USE:

RECREATION STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	34E	12						X											

INDUSTRIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	34E	12					X	X											

CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. 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.
7. 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.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

10. The water rented under this agreement is appurtenant to irrigation as follows: 29-14096, 20.8 acres; 29-13143, 24.2 ac; 29-13144, 54.3 ac; 29-2292, 7.0 ac.
11. This rental agreement does not authorize the construction of a well.
12. Recreation storage is for the initial fill of a pond.
13. The impoundment of water under this rental is contingent upon the issuance of a certificate of approval per the dam safety provisions of Idaho Code and subsequent written authorization by the dam safety program administered by the Department.

