

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

RECEIVED

JUL 12 2013

DEPARTMENT OF
WATER RESOURCES

This is to certify that: BLACKROCK SUBDIVISION HOMEOWNERS' ASSOCIATION INC
2204 E HYPER DR
MERIDIAN ID 83642
208-870-2053
ANNETTEJALONSO@GMAIL.COM

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

Summary of Water Rights or Portions Rented from the Bank

Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
63-161BN	0.50 CFS	112.5 AF	25 AC

COMBINED**RENTAL TOTALS:****0.50 CFS****112.5 AF****25 AC****TERM OF RENTAL:**

July 12, 2013 to December 31, 2013

RENTAL FEE:**\$1,912.50**

The fee for rental of the above-described water is \$1,912.50. Ten percent (\$191.25) will go to the Department for administrative costs, and the remainder will be paid to the lessor. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

*Water right 63-2932 is leased into the Bank in combination with 63-161BN. For the purposes of this Rental Agreement, water right 63-2932 does not add a benefit and is not necessary to rent. Conversely, the Department and the lessee gain nothing by having right 63-2932 rented. Water right 63-2932 cannot be rented on its own as it is only used when surface water under 63-161BN is present at the place of use.

Detailed water right specific limitations and conditions attached.

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

Dated this 12 day of July, 2013.

By: Timothy Foster
(Print Name)

[Signature]
(Signature)

Blackrock
Hon Board member Sub
(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 12th day of July, 2013.

[Signature]
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

**WATER RIGHT NO. 63-161BN
WATER SUPPLY BANK RENTAL AGREEMENT**

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

Renter: BLACKROCK SUBDIVISION HOMEOWNERS' ASSOCIATION INC
2204 E HYPER DR
MERIDIAN ID 83642

Priority Date: 5/01/1866

Source: BOISE RIVER **Tributary to:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01 to	11/15	0.50 CFS	112.5 AF
	Total:		0.50 CFS	112.5 AF

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

BOISE RIVER NW¼SW¼ Sec. 3 Twp 2N Rge 3E ADA County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	01E	32								0.4	29.9					5.7			36.0

Total Acres: 36.0

Acre Limit within Place of Use described: 25.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of 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 comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

**WATER RIGHT NO. 63-161BN
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

10. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
11. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
12. The place of use is also known as Blackrock Subdivision No. 1.

