

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

This is to certify that: RAY MONTIERTH
825 HEARTLAND DR
NAMPA ID 83686
(208)989-8310

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
61-12148	2.10 CFS	640.00 AF	160.00 AC
61-10841	1.65 CFS	464.60 AF	103.25 AC

**COMBINED
RENTAL TOTALS:** **3.75 CFS 1104.60 AF* 263.25 AC**

***The renter is limited to an annual diversion volume of 1053.0 acre-feet, for the use authorized under the agreement.**

TERM OF RENTAL: March 25, 2013 to December 31, 2013
January 1, 2014 to December 31, 2014
January 1, 2015 to December 31, 2015
January 1, 2016 to December 31, 2016

RENTAL FEE: \$18,778.20 per Year

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 15TH day of May, 2013.
By: Ray Montierth [Signature]
(Print Name) (Signature)

(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 15th day of May, 2013.

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

WATER RIGHT NO. 61-12148
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: RAY MONTIERTH
 825 HEARTLAND DR
 NAMPA ID 83686
 (208)989-8310
 EMAIL: foragemaster2@man.com

Priority Date: 2/21/1971

Source: GROUND WATER **Tributary to:**

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	2.10 CFS	640.0 AF
	Total:		2.10 CFS	640.0 AF

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

GROUND WATER NE¼NW¼ Sec. 19 Twp 04S Rge 05E ELMORE County

RENTER'S PLACE OF USE: IRRIGATION

Tw	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04S	05E	19	31.98	31.98	31.98	31.98	33.83	33.83	33.83	33.83									263.3

Total Acres: 263.25

Acre Limit within Place of Use described: 160.0

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. This rental agreement does not authorize the construction of a well.
6. 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.
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.

WATER RIGHT NO. 61-12148
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. The rental of Right Nos. 61-10841 and 61-12148 under this agreement is limited to the irrigation of 263.25 acres in a single irrigation season, a combined diversion rate of 4.0 cfs, and a combined annual diversion volume of 1053.0 acre-feet.
13. The rental of Right No. 61-12148 under this agreement is limited to the irrigation of 160.0 acres within the place of use described above in a single irrigation season.
14. This rental when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
15. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

WATER RIGHT NO. 61-10841
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: RAY MONTIERTH
825 HEARTLAND DR
NAMPA ID 83686
(208)989-8310
EMAIL: foragemaster2@man.com

Priority Date: 3/24/1970

Source: GROUND WATER **Tributary to:**

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	1.65 CFS	464.6 AF
	Total:		1.65 CFS	464.6 AF

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

GROUND WATER NE¼NW¼ Sec. 19 Twp 04S Rge 05E ELMORE 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
04S	05E	19	31.98	31.98	31.98	31.98	33.83	33.83	33.83	33.83									263.3

Total Acres: 263.25

Acre Limit within Place of Use described: 103.25

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. This rental agreement does not authorize the construction of a well.
6. 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.
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.

**WATER RIGHT NO. 61-10841
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. The rental of Right Nos. 61-10841 and 61-12148 under this agreement is limited to the irrigation of 263.25 acres in a single irrigation season, a combined diversion rate of 4.0 cfs, and a combined annual diversion volume of 1053.0 acre-feet.
13. The rental of Right No. 61-10841 under this agreement is limited to the irrigation of 103.25 acres within the place of use described above in a single irrigation season.
14. This rental when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
15. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.