

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

This is to certify that: **ARDEL WICKEL**
1084 E 300 N
DELCO ID 83323
(208) 654-2341

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
36-2254A	0.96 CFS	315.6 AF	78.9 AC
36-2284	0.67 CFS	328.3 AF	114.4 AC
36-8401	0.01 CFS	21.4 AF	114.4 AC
36-16469	1.42 CFS	412.4 AF	103.1 AC
36-7026	0.37 CFS	86.8 AF	21.7 AC

COMBINED RENTAL TOTALS: **3.43 CFS** **956.8 AF** **239.2 AC**

TERM OF RENTAL: March 15, 2012 to October 31, 2012
March 15, 2013 to October 31, 2013

RENTAL FEE: \$13,395.20 for 2012
\$16,265.60 for 2013

The fee for rental of the above-described water is \$13,395.20 for 2012 and \$16,265.60 for 2013. An annual payment shall be received by the Department prior to March 15 each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. 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

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 October, 20 12.

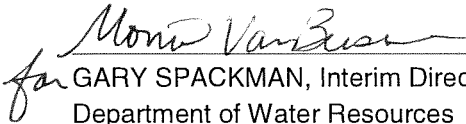
By: Ardel Wickel
(Print Name)

Ardel Wickel
(Signature)

(Title if on behalf of company or organization)

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

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 26th day of October, 2012.


for GARY SPACKMAN, Interim Director
Department of Water Resources



**WATER RIGHT NO. 36-2254A
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: ARDEL WICKEL
1084 E 300 N
DELCO ID 83323
(208) 654-2341

Priority Date: 03/16/1954

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 10/31	0.96 CFS	315.6 AF
	Total:		0.96 CFS	315.6 AF

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

GROUND WATER	SW¼SE¼NE¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼NW¼	Sec. 9	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼SW¼SW¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼SE¼NW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼SW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	NE¼NE¼NE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼NW¼SE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	21E	8	40			40									40			40	160.0
08S	21E	9			40	40		40	40	40	40	40	40	40	40	40	40	40	520.0
08S	21E	10	40	40	40	40					40	40	40	40	36	40	40	40	476.0
08S	21E	11	40	40	40	40	40	40	40	40	40	39	40	40	40	40			559.0
08S	21E	12						40	40										80.0
08S	21E	15	40	40	40		40	38	40	40	40	40							358.0
08S	21E	16	35	40	40	39	40	40	40	40	40	40	40	40	40	38	40	40	632.0

Total Acres: 2785.0
Acre Limit within Place of Use described: 78.9

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 rights 36-2254A, 36-2284, and 36-8401 when combined shall not exceed a total annual maximum diversion volume of 457.6 af at the field headgate, and the irrigation of 114.4 acres.
3. Rights 36-2339, 36-8403, 36-2340, 36-2360, 36-2431, 36-15165, 36-2346, 36-2389, 36-2451, 36-2363, 36-4200, 36-16419, 36-16423, 36-16425, 36-16417, 36-16421, 36-2254A, 36-2284, 36-8401, 36-16469, and 36-7026 when combined shall not exceed a total diversion rate of 38.32 cfs, a total annual maximum diversion volume of 9,908.8 af at the field heagate, and the irrigation of 2477.2 acres.

**WATER RIGHT NO. 36-2254A
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. 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.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. This rental agreement does not authorize the construction of a well.
9. 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.
10. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
11. 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.
12. 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.
13. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
14. 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. 130.
15. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.

**WATER RIGHT NO. 36-2284
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: ARDEL WICKEL
1084 E 300 N
DELCO ID 83323
(208) 654-2341

Priority Date: 05/16/1955

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	10/31	0.67 CFS	328.3 AF
	Total:		0.67 CFS	328.3 AF

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

GROUND WATER	SW¼SE¼NE¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼NW¼	Sec. 9	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼SW¼SW¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼SE¼NW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼SW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	NE¼NE¼NE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼NW¼SE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	21E	8	40			40									40			40	160.0
08S	21E	9			40	40		40	40	40	40	40	40	40	40	40	40	40	520.0
08S	21E	10	40	40	40	40					40	40	40	40	36	40	40	40	476.0
08S	21E	11	40	40	40	40	40	40	40	40	40	39	40	40	40	40			559.0
08S	21E	12						40	40										80.0
08S	21E	15	40	40	40		40	38	40	40	40	40							358.0
08S	21E	16	35	40	40	39	40	40	40	40	40	40	40	40	40	38	40	40	632.0

Total Acres: 2785.0

Acre Limit within Place of Use described: 114.4

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 rights 36-2254A, 36-2284, and 36-8401 when combined shall not exceed a total annual maximum diversion volume of 457.6 af at the field headgate, and the irrigation of 114.4 acres.
3. Rights 36-2339, 36-8403, 36-2340, 36-2360, 36-2431, 36-15165, 36-2346, 36-2389, 36-2451, 36-2363, 36-4200, 36-16419, 36-16423, 36-16425, 36-16417, 36-16421, 36-2254A, 36-2284, 36-8401, 36-16469, and 36-7026 when combined shall not exceed a total diversion rate of 38.32 cfs, a total annual maximum diversion volume of 9,908.8 af at the field heagate, and the irrigation of 2477.2 acres.

**WATER RIGHT NO. 36-2284
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. 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.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. This rental agreement does not authorize the construction of a well.
9. 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.
10. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
11. 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.
12. 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.
13. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
14. 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. 130.
15. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.

**WATER RIGHT NO. 36-8401
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: ARDEL WICKEL
1084 E 300 N
DELCO ID 83323
(208) 654-2341

Priority Date: 11/28/1988

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/31	0.01 CFS	21.4 AF
	Total:		0.01 CFS	21.4 AF

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

GROUND WATER	SW¼SE¼NE¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼NW¼	Sec. 9	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼SW¼SW¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼SE¼NW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼SW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	NE¼NE¼NE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼NW¼SE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	21E	8	40			40									40			40	160.0
08S	21E	9			40	40		40	40	40	40	40	40	40	40	40	40	40	520.0
08S	21E	10	40	40	40	40					40	40	40	40	36	40	40	40	476.0
08S	21E	11	40	40	40	40	40	40	40	40	40	39	40	40	40	40			559.0
08S	21E	12						40	40										80.0
08S	21E	15	40	40	40		40	38	40	40	40	40							358.0
08S	21E	16	35	40	40	39	40	40	40	40	40	40	40	40	40	38	40	40	632.0

Total Acres: 2785.0

Acres Limit within Place of Use described: 114.4

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- Rental of rights 36-2254A, 36-2284, and 36-8401 when combined shall not exceed a total annual maximum diversion volume of 457.6 af at the field headgate, and the irrigation of 114.4 acres.
- Rights 36-2339, 36-8403, 36-2340, 36-2360, 36-2431, 36-15165, 36-2346, 36-2389, 36-2451, 36-2363, 36-4200, 36-16419, 36-16423, 36-16425, 36-16417, 36-16421, 36-2254A, 36-2284, 36-8401, 36-16469, and 36-7026 when combined shall not exceed a total diversion rate of 38.32 cfs, a total annual maximum diversion volume of 9,908.8 af at the field headgate, and the irrigation of 2477.2 acres.

**WATER RIGHT NO. 36-8401
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

4. 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.
5. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. 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.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. This rental agreement does not authorize the construction of a well.
9. 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.
10. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
11. 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.
12. 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.
13. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
14. 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. 130.
14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.

**WATER RIGHT NO. 36-16469
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: ARDEL WICKEL
1084 E 300 N
DELCO ID 83323
(208) 654-2341

Priority Date: 04/10/1958

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	10/31	1.42 CFS	412.4 AF
	Total:		1.42 CFS	412.4 AF

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

GROUND WATER	SW¼SE¼NE¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼NW¼	Sec. 9	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼SW¼SW¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼SE¼NW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼SW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	NE¼NE¼NE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼NW¼SE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	21E	8	40			40									40			40	160.0
08S	21E	9			40	40		40	40	40	40	40	40	40	40	40	40	40	520.0
08S	21E	10	40	40	40	40					40	40	40	40	36	40	40	40	476.0
08S	21E	11	40	40	40	40	40	40	40	40	40	39	40	40	40	40			559.0
08S	21E	12						40	40										80.0
08S	21E	15	40	40	40		40	38	40	40	40	40							358.0
08S	21E	16	35	40	40	39	40	40	40	40	40	40	40	40	40	38	40	40	632.0

Total Acres: 2785.0

Acre Limit within Place of Use described: 103.1

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.

**WATER RIGHT NO. 36-16469
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

3. Rights 36-2339, 36-8403, 36-2340, 36-2360, 36-2431, 36-15165, 36-2346, 36-2389, 36-2451, 36-2363, 36-4200, 36-16419, 36-16423, 36-16425, 36-16417, 36-16421, 36-2254A, 36-2284, 36-8401, 36-16469, and 36-7026 when combined shall not exceed a total diversion rate of 38.32 cfs, a total annual maximum diversion volume of 9,908.8 af at the field heagate, and the irrigation of 2477.2 acres.
4. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. 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. 130.
14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.

**WATER RIGHT NO. 36-7026
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: ARDEL WICKEL
1084 E 300 N
DELCO ID 83323
(208) 654-2341

Priority Date: 06/05/1968

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/21	0.37 CFS	86.8 AF
	Total:		0.37 CFS	86.8 AF

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

GROUND WATER	SW¼SE¼NE¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼NW¼	Sec. 9	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼SW¼SW¼	Sec. 10	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼SE¼NW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SE¼NW¼SW¼	Sec. 11	Twp 08S	Rge 21E	JEROME County
GROUND WATER	NE¼NE¼NE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County
GROUND WATER	SW¼NW¼SE¼	Sec. 16	Twp 08S	Rge 21E	JEROME County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	21E	8	40			40									40			40	160.0
08S	21E	9			40	40		40	40	40	40	40	40	40	40	40	40	40	520.0
08S	21E	10	40	40	40	40					40	40	40	40	36	40	40	40	476.0
08S	21E	11	40	40	40	40	40	40	40	40	40	39	40	40	40	40			559.0
08S	21E	12						40	40										80.0
08S	21E	15	40	40	40		40	38	40	40	40	40							358.0
08S	21E	16	35	40	40	39	40	40	40	40	40	40	40	40	40	38	40	40	632.0

Total Acres: 2785.0

Acres Limit within Place of Use described: 21.7

CONDITIONS OF WATER USE

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

**WATER RIGHT NO. 36-7026
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

3. Rights 36-2339, 36-8403, 36-2340, 36-2360, 36-2431, 36-15165, 36-2346, 36-2389, 36-2451, 36-2363, 36-4200, 36-16419, 36-16423, 36-16425, 36-16417, 36-16421, 36-2254A, 36-2284, 36-8401, 36-16469, and 36-7026 when combined shall not exceed a total diversion rate of 38.32 cfs, a total annual maximum diversion volume of 9,908.8 af at the field heagate, and the irrigation of 2477.2 acres.
4. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. 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. 130.
14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.