

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

RECEIVED
SEP 19
DEPARTMENT OF
WATER RESOURCES

This is to certify that: ELISE LUFKIN
2817 10TH AVE E
SEATTLE WA 98102
(208) 309-1638
EGBL@COX.NET

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

	<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
	37-5	0.32 CFS	19.9 AF	16.0 AC
COMBINED RENTAL TOTALS:		0.32 CFS	19.9 AF	16.0 AC

TERM OF RENTAL: August 20, 2012 through October 15, 2012

RENTAL FEE: \$278.60

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 September, 20 12.

By: Elise Lufkin
(Print Name)

Elise Lufkin
(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 18th day of September, 20 12.

Mon P. VanBuren
for GARY SPACKMAN, Director
Department of Water Resources

WATER RIGHT NO. 37-5 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: ELISE LUFKIN
2817 10TH AVE E
SEATTLE WA 98102
(208) 309-1638
EGBL@COX.NET

Priority Date: 03/10/1883

Source: BIG WOOD RIVER **Tributary to:** MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.32 CFS	19.9 AF
	Total:		0.32 CFS	19.9 AF

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

BIG WOOD RIVER NE¼NE¼ Sec. 19 Twp 03N Rge 18E BLAINE 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
03N	18E	19	6			10													16

Total Acres: 16.0

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. 37-5
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. 37.
11. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
12. A measuring device and lockable controlling works of a type acceptable to IDWR shall be permanently installed and maintained at the point of diversion from the big wood river. Additionally, a measuring device shall be installed at the mouth of Deer Creek for the purpose of verifying the equivalent flow of water being returned from the recreational and wildlife ponds.

