

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

RECEIVED

MAR 22 2006

DEPARTMENT OF  
WATER RESOURCES

This is to certify that: UNITED WATER  
PO BOX 190420  
BOISE ID 83719-0420

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>Right</u> | <u>Rented<br/>Rate</u> | <u>Rented<br/>Volume</u> | <u>Total Rented<br/>Acres</u> |
|------------------------------------|--------------|------------------------|--------------------------|-------------------------------|
|                                    | 63-148C      | 1.0cfs                 | 360.0 af                 | 50.0 ac                       |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |              | <b>1.0 cfs</b>         | <b>360.0 af</b>          | <b>50.0 ac</b>                |

**TERM OF RENTAL:** 03/01/06 to 11/15/06 and 03/01/07 to 11/15/07 and 03/01/08 to 11/15/08

**TOTAL RENTAL FEE:** \$3,960.00 per year

The fee for rental of the above-described water is \$ 3,960.00 per year. Payment for the 2006 irrigation season should be submitted with the signed rental agreement. In subsequent years, annual payments shall be received by the Department of Water Resources prior to March 1, the start of the irrigation season, each year for the duration of the rental period. The agreement will be void if the payment is not received in a given 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 10 day of MARCH, 2006.

by SCOTT RITEND FOR UNITED WATER  
(Print Name) (Signature)

MANAGING ENGINEER  
(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (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 23<sup>RD</sup> day of MARCH, 2006.

Karl Dreher  
KARL DREHER, Director  
Department of Water Resources

**WATER RIGHT NO(S). 63-148C  
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:** UNITED WATER  
PO BOX 190420  
BOISE ID 83719-0420

**Priority Date:** 06/01/1865

**Source:** BOISE RIVER

| <u>BENEFICIAL USE</u> | <u>From</u> | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|-------------|-----------|-----------------------|---------------|
| IRRIGATION            | 03/1        | to 11/15  | 1.0 CFS               | 360.0 AF      |
|                       |             |           | Total: 1.0 CFS        | 360.0 AF      |

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

BOISE RIVER Lot 6 NENE Sec. 4 Twp 02N Rge 03E ADA County

**RENTER'S PLACE OF USE: Municipal**

Within service area of United Water Idaho as provided under Idaho law. The place of use is generally described as within the City Limits of Boise and the surrounding service area.

**CONDITIONS OF WATER USE**

1. Consumptive use of water under this agreement is limited to the consumptive irrigation requirement recognized by the department of 3.5 acre-feet per acre per year.
2. Water right 63-148C is designated as number 16 in the Boise River water master's records and the Stewart Decree. Rental of water under this right is subject to reductions under the Stewart Decree.
3. The rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.
4. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
5. 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 the ongoing Snake River Basin Adjudication or any other department application process.
6. The authorized diversion volume under this agreement is based on volume reported by the lessor and may be subject to change based on historical diversion of water under the right.
7. In the event that continued water use is not authorized, the renter agrees to hold the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with rental of water, or the development of new and supplemental water uses.

**WATER RIGHT NO(S). 63-148C  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.
9. 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.
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. This rental agreement does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
14. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind rental agreement.

01/03

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FEB 10 2006

Before the Idaho Water Resource Board

**APPLICATION TO RENT WATER  
FROM THE WATER SUPPLY BANK**

Givens Pursley, LLP

Applicant United Water Idaho Inc. Phone 208-362-1704

Address PO Box 190420

City Boise State ID Zip Code 83719-0420

**A. DESCRIPTION OF WATER SOUGHT TO RENT**

1. Source of water Boise River  
tributary to Snake River
2. Maximum volume of water Maximum available AF
3. Maximum rate of diversion 1.00 cfs

**B. DESCRIPTION OF USE PROPOSED**

1. Nature of intended use Irrigation
2. Location of point of diversion SE 1/4 NE 1/4, Section 14, (lot 7)  
Township 3N, Range 2E, B.M. Ada County.
3. Season of use: From 4/1 to 11/15
4. Description of diverting works: Diversion from Boise River  
Pump HP \_\_\_\_\_ Lift \_\_\_\_\_ Pump type \_\_\_\_\_  
Canal name, if appropriate \_\_\_\_\_
5. Place of use:
  - a. If water is for irrigation, describe the number of acres to be irrigated by  
40-acre tract, section, township and range.  
Up to 200 acres within United Water Idaho Inc.'s Service Area.

b. If water is not for irrigation, describe the nature of the intended use and the place of use.

6. Describe any other water rights used for the same purposes as rental water sought under this application.

*United Water Idaho Inc. has a portfolio of approximately 100 rights.*

7. Who owns the property at the point of diversion?

*Applicant*

8. Who own the property at the point of use?

*Applicant's municipal customers*

9. Are you seeking a rental for more than one (1) year? Yes (yes or no)

If yes, for how many years? Up to 3 years

10. Remarks: *By this application United Water Idaho Inc. seeks to rent a 1.0 cfs*

*portion of right 63-148c the South Boise Water Company leased to the*

*Water Bank in 2006. Alternate point of diversion is T3N, R2E, Section 4*

*NW 1/4 NE 1/4 (Lot 6)*

2/9/06  
Date

*[Signature]* *for United Water*  
Signature of Applicant

### FOR DEPARTMENT USE ONLY

Received by *CBC* Date *2/21/06* Time \_\_\_\_\_

Published in \_\_\_\_\_ Pub. Dates \_\_\_\_\_

Protests filed by \_\_\_\_\_

Hearing held by \_\_\_\_\_

Action recommended \_\_\_\_\_