

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

This is to certify that: USDI BLM  
IDAHO STATE OFFICE  
1387 S VINNELL WAY  
BOISE ID 83709  
(208) 373-3831  
FWPRICE@BLM.GOV

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<br>Right | Rented<br>Rate  | Annual Rented<br>Volume | Total Rented<br>Acres |
|------------------------------------|----------------|-----------------|-------------------------|-----------------------|
|                                    | 63-7867        | 0.29 CFS        | 64.8 AF                 | 14.4 AC               |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |                | <b>0.29 CFS</b> | <b>64.8 AF</b>          | <b>14.4 AC</b>        |

**TERM OF RENTAL:** April 10, 2012 to October 31, 2012

**RENTAL FEE:** \$907.20

The total fee for rental of the above-described water is \$907.20. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$90.72.

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 20<sup>th</sup> day of April, 2012.

By: FRED PRICE  
(Print Name)

(Signature)

Water Rights Specialist  
(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 23<sup>rd</sup> day of April, 2012.

for Monica VanBuren  
GARY SPACKMAN, Interim Director  
Department of Water Resources

**WATER RIGHT NO. 63-7867**  
**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:** USDI BLM  
IDAHO STATE OFFICE  
1387 S VINNELL WAY  
BOISE ID 83709  
(208) 373-3831  
FWPRICE@BLM.GOV

**Priority Date:** 09/13/1973

**Source:** GROUND WATER

| <u><b>BENEFICIAL USE</b></u> | <u><b>From</b></u> | <u><b>To</b></u> | <u><b>Diversion Rate</b></u> | <u><b>Volume</b></u> |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| IRRIGATION                   | 04/01              | to 10/31         | 0.29 CFS                     | 64.8 AF              |
|                              | <b>Total:</b>      |                  |                              | <b>0.29 CFS</b>      |
|                              |                    |                  |                              | <b>64.8 AF</b>       |

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

|              |        |         |         |         |                |
|--------------|--------|---------|---------|---------|----------------|
| GROUND WATER | NE¼SE¼ | Sec. 23 | Twp 06N | Rge 05W | PAYETTE County |
| GROUND WATER | SW¼SE¼ | Sec. 23 | Twp 06N | Rge 05W | PAYETTE County |
| GROUND WATER | SE¼SW¼ | Sec. 23 | Twp 06N | Rge 05W | PAYETTE 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 |
| 06N | 05W | 15  |    |    |    |    |    |    |    |    |    |    |    | 0.8 |    |    | 13.6 |    | 14.4   |

Total Acres: 14.4

**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 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.

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**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 use of water for irrigation under this right may begin as early as March 1 and may continue 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.
13. When combined with all other rights, this right 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.