

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

This is to certify that: MITCHELL D SORENSEN
 ELAINE R SORENSEN
 3871 W 2500 N
 MOORE ID 83255
 (208) 527-3271
 SOREMD@IDA.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

	Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
	34-2424B	2.27 CFS	371.0 AF	106.0 AC
COMBINED RENTAL TOTALS:		2.27 CFS	371.0 AF	106.0 AC

TERM OF RENTAL: April 1, 2011 to October 31, 2011
April 1, 2012 to October 31, 2012
April 1, 2013 to October 31, 2013
April 1, 2014 to October 31, 2014
April 1, 2015 to October 31, 2015

RENTAL FEE: \$5,194.00

The total fee for rental of the above-described water is \$5,194.00. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$519.40. The fee for rental of the above-described water is \$519.40 per year. An annual payment shall be received by the Department prior to April 1, the beginning of the irrigation season, 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.

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 7th day of June, 20 11.

By: Mitchell D. Sorensen
 (Print Name)

[Signature]
 (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 10th day of June, 20 11.

[Signature]
 for GARY SPACKMAN, Interim Director
 Department of Water Resources

WATER RIGHT NO. 34-2424B
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: MITCHELL D SORENSEN
 ELAINE R SORENSEN
 3871 W 2500 N
 MOORE ID 83255
 (208) 527-3271
 SOREMD@IDA.NET

Priority Date: 06/13/1961

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	2.27 CFS	371.0 AF
	Total:			2.27 CFS
				371.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼SW¼NW¼ Sec. 33 Twp 05N Rge 26E BUTTE County
 GROUND WATER NW¼SE¼SE¼ Sec. 4 Twp 05N Rge 26E BUTTE County (Rediversion)
 GROUND WATER NW¼SE¼NE¼ Sec. 5 Twp 04N Rge 26E BUTTE 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	
04N	26E	5	39 (L1)	28 (L2)	39														106

Total Acres: 106.0

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. 34-2424B
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. Use of this right with Right No. 34-10319 is limited to the irrigation of a combined total of 116 acres in a single irrigation season.
12. Water diverted under this right is exchanged by injecting water diverted under this right into Westside Canal, and diverting an equal amount from the Big Lost River at the point of rediversion described above. Water may be rediverted from the Big Lost River only when there is current demand for the water injected into the Westside Canal by Westside Canal water users with currently deliverable priorities below the point of injection.
13. Use of this right with Right No. 34-10319 is limited to a total combined diversion rate of 3.12 cfs.
14. Right No. 34-2424A is also diverted through point of diversion described in Section 33 above.
15. Water is delivered through Moore Diversion, Moore Canal.
16. 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. 34.