

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

This is to certify that: DAVID SANDERS
2473 E 2100 N
HAMER ID 83425
(208)662-5437

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
	31-11443	0.66 CFS	99.0 AF	33.0 AC
COMBINED RENTAL TOTALS:		0.66 CFS	99.0 AF	33.0 AC

TERM OF RENTAL: April 1, 2011 to November 1, 2011

RENTAL FEE: \$1,386.00

The rental fee will be divided such that IDWR retains \$138.60 as its administrative fee. The balance of \$1,247.40 will be paid to the lessor.

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 14th day of April, 20 11.

By: Dave Sanders Dave Sanders
(Print Name) (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 April, 20 11.

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

WATER RIGHT NO. 31-11443
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: DAVID SANDERS
 2473 E 2100 N
 HAMER ID 83425
 (208)662-5437

Priority Date: 05/14/1976

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/1	0.66 CFS	99.0 AF
	Total:		0.66 CFS	99.0 AF

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

GROUND WATER	SW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 14	Twp 07N	Rge 36E	JEFFERSON County
GROUND WATER	SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 15	Twp 07N	Rge 36E	JEFFERSON 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
07N	36E	14								19.4									19.4
07N	36E	15		1.0	10.4											4.0			15.4

Total Acres: 34.8

Acre Limit within Place of Use described: 33.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The use of water under this agreement is limited to the irrigation of 33 acres within the authorized place of use in a single irrigation season.
3. 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. 110.
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 or any other department application process.
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.

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CONDITIONS OF WATER USE

8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer 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.