

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

This is to certify that: **ANTONY YACOMELLA**
 2003 E QUEEN AVE
 SPOKANE WA 99207
 (509) 981-0429

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
72-2149F	NA	33 AF	37.0 AC
COMBINED RENTAL TOTALS:	NA	33 AF	37.0 AC

TERM OF RENTAL:

January 1, 2011, to December 31, 2011
January 1, 2012, to December 31, 2012
January 1, 2013, to December 31, 2013
January 1, 2014, to December 31, 2014
January 1, 2015, to December 31, 2015

RENTAL FEE:

\$462.00 per year

The fee for rental of the above-described water is \$462.00 per year. An annual payment shall be received by the Department prior to January 1, the beginning of the irrigation storage 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 date.

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 1st day of November, 20 10.

By: ANTONY YACOMELLA
 (Print Name)

Antony Yacomella
 (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 9th day of November, 20 10.

Monica Van Buren
 for GARY SPACKMAN, Interim Director
 Department of Water Resources

WATER RIGHT NO. 72-2149F 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: ANTONY YACOMELLA
2003 E QUEEN AVE
SPOKANE WA 99207
(509) 981-0429

Priority Date: 06/03/1958

Source: CHALLIS CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Volume</u>
IRRIGATION STORAGE	01/01	to 12/31	33 AF
IRRIGATION FROM STORAGE	04/01	to 10/31	33 AF
	Total:		33 AF

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

CHALLIS CREEK	SE¼SW¼SE¼	Sec. 17	Twp 14N	Rge 19E	CUSTER County
CHALLIS CREEK	NE¼SW¼SE¼	Sec. 17	Twp 14N	Rge 19E	CUSTER County
CHALLIS CREEK	SE¼SW¼SE¼	Sec. 7 (Lot 10)	Twp 14N	Rge 19E	CUSTER County

RENTER'S PLACE OF USE: IRRIGATION STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
14N	17E	23											X						

RENTER'S PLACE OF USE: IRRIGATION FROM STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
14N	19E	17															1.0	36	37

Total Acres: 37

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- 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.
- 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.
- This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
- 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.

**WATER RIGHT NO. 72-2149F
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER 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.
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. 170.
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 lands above.

