

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

This is to certify that: **BOISE PACKAGING & NEWSPRINT, L.L.C.**
1111 WEST JEFFERSON SUITE 200
BOISE ID 83702
(208) 331-1800

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
45-13948	0.04 CFS	19.6 AF	4.9 AC
45-13950	0.06 CFS	19.6 AF	4.9 AC
COMBINED RENTAL TOTALS:	0.10 CFS	19.6 AF	4.9 AC

TERM OF RENTAL: March 15, 2010 to November 15, 2014

RENTAL FEE: \$274.40

The fee for rental of the above-described water is \$274.40 per year. An annual payment shall be received by the Department prior to March 15, 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 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 14th day of June, 2010.

By: Judith M. Lassa
(Print Name)

Vice President
(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 17th day of JUNE, 2010.

Gary Spackman
FOR GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 45-13948 **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: BOISE PACKAGING & NEWSPRINT, L.L.C.
 1111 WEST JEFFERSON SUITE 200
 BOISE ID 83702
 (208) 331-1800

Priority Date: 07/11/1966

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.04 CFS	19.6 AF
	Total:		0.04 CFS	19.6 AF

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

GROUNDWATER L4(SW¼SW¼SE¼) Sec. 30 Twp 10S Rge 23E CASSIA 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	
10S	23E	30															4.9		4.9

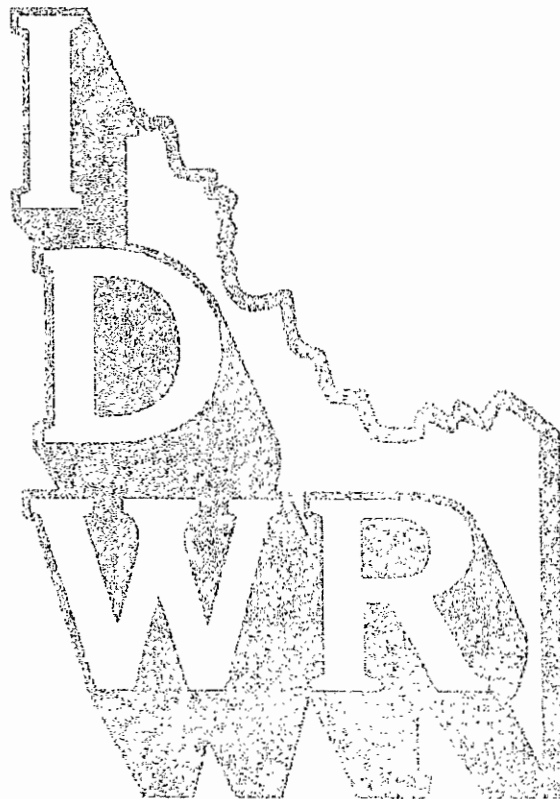
CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of rights 45-13948 and 45-13950 when combined shall not exceed a maximum annual diversion volume of 19.6 acre-feet and the irrigation of 4.9 acres.
3. 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.
4. When notified by the Department, the right holder shall install and maintain a measuring device acceptable to the Department as part of the diverting works.
5. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
6. Use of water under this right 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. 140.
7. 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.
8. This rental agreement does not authorize the construction of a well.
9. 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. 45-13948
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

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. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.



WATER RIGHT NO. 45-13950 **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: BOISE PACKAGING & NEWSPRINT, L.L.C.
 1111 WEST JEFFERSON SUITE 200
 BOISE ID 83702
 (208) 331-1800

Priority Date: 08/15/1975

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/15	0.06 CFS	19.6 AF
	Total:		0.06 CFS	19.6 AF

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

GROUNDWATER L4(SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) Sec. 30 Twp 10S Rge 23E CASSIA 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	
10S	23E	30															4.9		4.9

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- Rental of rights 45-13948 and 45-13950 when combined shall not exceed a maximum annual diversion volume of 19.6 acre-feet and the irrigation of 4.9 acres.
- The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 5/13/2005.
- 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.
- When notified by the Department, the right holder shall install and maintain a measuring device acceptable to the Department as part of the diverting works.
- A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
- Use of water under this right 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. 140.
- 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 agreement does not authorize the construction of a well.

**WATER RIGHT NO. 45-13950
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. 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.
11. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
12. 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.
13. 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.
14. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

