

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

This is to certify that: Y3 PARTNERSHIP
PO BOX 5405
BOISE ID 83705
208-342-8901

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
37-21121	1.96 CFS	420 AF	120 AC
37-21122	0.98 CFS	420 AF	120 AC
COMBINED RENTAL TOTALS:	2.94 CFS	420 AF	120 AC

TERM OF RENTAL:

April 15, 2009 to October 31, 2009
April 15, 2010 to October 31, 2010

TOTAL RENTAL FEE:

\$11,760.00

The fee for rental of the above-described water is \$5,880.00 per year. A single payment of \$11,760.00 shall be submitted for the total rental fee prior to diversion of water under this agreement.

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 15th day of April, 2010.

By: S. Mark Yanke
(Print Name)

S. Mark Yanke
(Signature)
Personal Representative of the Estate
of Sheldon R. Yanke, a General Partner
(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 19th day of APRIL, 2010.

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

WATER RIGHT NO. 37-21121 **WATER SUPPLY BANK RENTAL AGREEMENT**

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Renter: Y3 PARTNERSHIP
 PO BOX 5405
 BOISE ID 83705
 208-342-8901

Priority Date: 06/10/1887

Source: BIG WOOD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/31	1.96 CFS	420 AF
	Total:		1.96 CFS	420 AF

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

BIG WOOD RIVER SW 1/4 NE 1/4 Sec. 2 Twp 1S Rge 18E BLAINE 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
01S	18E	041													34.7	31.7	29.1	24.5	120.0

Total Acres: 120.0

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
37-21121, 37-21122	2.94 CFS	420 AF	120 AC

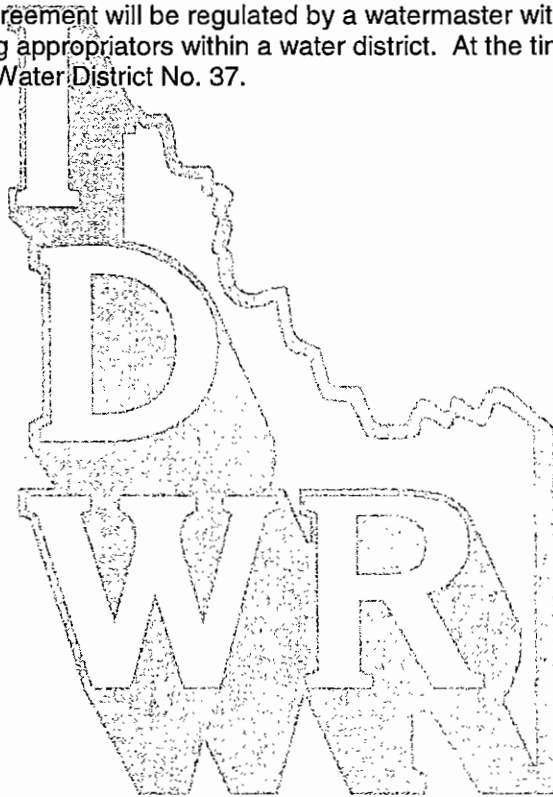
CONDITIONS OF WATER USE

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 the ongoing Snake River Basin Adjudication or any other department application process.
3. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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.

**WATER RIGHT NO. 37-21121
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER 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.
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 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. 37.



WATER RIGHT NO. 37-21122 **WATER SUPPLY BANK RENTAL AGREEMENT**

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Twp	Rge	Sec	NE				NW				SW				SE				Totals
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