

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

This is to certify that: IDAHO WATER RESOURCE BOARD
322 E FRONT ST
PO BOX 83720
BOISE ID 83720-0098
(208) 287-4800

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
71-64A	2.48 CFS	135.0 AF	45.0 AC
71-69	0.16 CFS	48.7 AF	45.0 AC
COMBINED RENTAL TOTALS:	2.64 CFS	135.0 AF	45.0 AC

TERM OF RENTAL:

May 1, 2008 to October 31, 2008
May 1, 2009 to October 31, 2009
May 1, 2010 to October 31, 2010
May 1, 2011 to October 31, 2011

RENTAL FEE:

\$2,500.00 per year

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 4TH day of JANUARY, 20 10.

By: BRIAN PATTON
(Print Name) FOR THE IDAHO
WATER RESOURCE BOARD

Brian Patton
(Signature)
BOARD CHIEF
(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 4TH day of JANUARY, 20 10.

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

**WATER RIGHT NO. 71-64A
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: IDAHO WATER RESOURCE BOARD
322 E FRONT ST
PO BOX 83720
BOISE ID 83720-0098
(208) 287-4800

Priority Date: 08/15/1915

Source: ALTURAS LAKE CREEK

<u>BENEFICIAL USE</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	05/01 to 10/31	2.48 CFS	135.0 AF
	Total:	2.48 CFS*	135.0 AF*

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

ALTURAS LAKE CREEK NE¼SE¼ Sec. 20 Twp 08N Rge 14E CUSTER County (Beginning of Reach)
SALMON RIVER SE¼SE¼ Sec. 31 Twp 25N Rge 05E IDAHO County (Ending of Reach)

RENTER'S PLACE OF USE: INSTREAM FLOW

Instream flow from the beginning point to the ending point described above for minimum stream flow water right no. 71-10890 and designated Wild and Scenic Salmon River under water right no. 75-13316.

CONDITIONS OF WATER USE

- * Rental of rights 71-64A and 71-69 when combined are limited to the annual consumptive use volume of 90.0 acre-feet or a continuous diversion rate of 0.25 cfs from May 1 to October 31.
- The water rented under this right is appurtenant to the irrigation of 45.0 acres.
- 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, Sub-district No. 71.
- 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.
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 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.
- 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.
- 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. 71-69
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: IDAHO WATER RESOURCE BOARD
322 E FRONT ST
PO BOX 83720
BOISE ID 83720-0098
(208) 287-4800

Priority Date: 07/01/1936

Source: ALTURAS LAKE CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	05/01	to 10/31	0.16 CFS	48.7 AF
	Total: 0.16 CFS*			48.7 AF*

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

ALTURAS LAKE CREEK NE¼SE¼ Sec. 20 Twp. 08N Rge 14E CUSTER County (Beginning of Reach)
SALMON RIVER SE¼SE¼ Sec. 31 Twp. 25N Rge 05E IDAHO County (Ending of Reach)

RENTER'S PLACE OF USE: INSTREAM FLOW

Instream flow from the beginning point to the ending point described above for minimum stream flow water right no. 71-10890 and designated Wild and Scenic Salmon River under water right no. 75-13316.

CONDITIONS OF WATER USE

- * Rental of rights 71-64A and 71-69 when combined are limited to the annual consumptive use volume of 90.0 acre-feet per year or a continuous diversion rate of 0.25 cfs from May 1 to October 31.
- The water rented under this right is appurtenant to the irrigation of 45.0 acres.
- 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, Sub-district No. 71.
- 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.
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 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.
- 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.
- Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.