

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

This is to certify that:    **IDAHO WATER RESOURCE BOARD**  
  **PO BOX 83720**  
  **BOISE ID 83720-0098**

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**

	<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
	75-2137	0.76 CFS	93.5 AF	26.7 AC
	75-4199	0.47 CFS	43.0 AF	12.3 AC
<b>COMBINED RENTAL TOTALS:</b>		<b>1.23 CFS</b>	<b>136.5 AF</b>	<b>39.0 AC</b>

**TERM OF RENTAL:**                                    04/27/2009 to 10/31/2009

**RENTAL FEE:**                                        \$96.89


The water rights described above are donated by the lessor for rental by the Idaho Water Resource Board. As described in a Resolution to Make a Funding Commitment dated July 24, 2009, the Board agrees to pay \$96.89 as an administrative fee to the Water Supply Bank.

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:

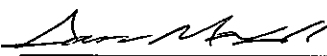
Dated this 28<sup>th</sup> day of Sept 2009

By: TERRY TUHLING  
(Print Name)

  
(Signature)

Chairman, Water Resource Board  
(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, 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 28<sup>th</sup> day of SEPTEMBER, 2009.

  
FOR **GARY SPACKMAN**, Interim Director  
Department of Water Resources

**WATER RIGHT NO. 75-2137  
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  
PO BOX 83720  
BOISE ID 83720-0098

**Priority Date:** 01/11/1960

**Source:** BIG HAT CREEK  
NORTH FORK HAT CREEK      **Tributary:** HAT CREEK  
HAT CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	04/27	to 10/31	0.76 CFS	93.5 AF
	<b>Total:</b>		<b>0.76 CFS*</b>	<b>93.5 AF*</b>

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

Under water right 75-14189:  
HAT CREEK L2 (SE¼NE¼NW¼) Sec. 20 Twp 17N Rge 21E LEMHI County (Ending of Reach)

**RENTER'S PLACE OF USE:** INSTREAM FLOW

Instream flow in the reach above the quantification point designated for water right no. 75-14189.

**CONDITIONS OF WATER USE**

1. \* Rental of this right is limited to the annual consumptive use volume of 66.8 acre-feet per year or a continuous diversion rate of 0.18 cfs for use from April 27 to October 31, 2009.
2. \* Rental of rights 75-2137 and 75-4199 when combined is limited to the annual consumptive use volume of 97.5 acre-feet per year or a continuous diversion rate of 0.26 cfs for use from April 27 to October 31, 2009.
3. The water rented under this right is appurtenant to the irrigation of 26.7 acres.
4. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
5. 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.
6. 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.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. 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. 75-4199  
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  
PO BOX 83720  
BOISE ID 83720-0098

**Priority Date:** 05/01/1930

**Source:** WEST FORK BIG HAT CREEK                      **Tributary:** HAT CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	04/27	to 10/31	0.47 CFS	43.0 AF
	<b>Total:</b>		<b>0.47 CFS*</b>	<b>43.0 AF*</b>

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

Under water right 75-14189:  
HAT CREEK L2 (SE¼NE¼NW¼) Sec. 20 Twp 17N Rge 21E LEMHI County (Ending of Reach)

**RENTER'S PLACE OF USE:** INSTREAM FLOW

Instream flow in the reach above the quantification point designated for water right no. 75-14189.

**CONDITIONS OF WATER USE**

- 1.\* Rental of this right is limited to the annual consumptive use volume of 30.7 acre-feet per year or a continuous diversion rate of 0.08 cfs for use from April 27 to October 31, 2009.
- 2.\* Rental of rights 75-2137 and 75-4199 when combined is limited to the annual consumptive use volume of 97.5 acre-feet per year or a continuous diversion rate of 0.26 cfs for use from April 27 to October 31, 2009.
3. The water rented under this right is appurtenant to the irrigation of 12.3 acres.
4. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
5. 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.
6. 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.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.