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SEP 03 2009

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

DEPARTMENT OF
WATER RESOURCES

This is to certify that: HARRIS FAMILY LTD PARTNERSHIP
4940 E MILL STATION DR
BOISE ID 83716
(208) 344-1131

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
63-5390	0.14 CFS	31.5 AF	N/A
63-9003	0.09 CFS	33.5 AF	N/A
63-10996	0.03 CFS	4.5 AF	N/A
63-29435	0.03 CFS	4.6 AF	N/A
COMBINED RENTAL TOTALS:	0.29 CFS	74.1 AF	N/A

TERM OF RENTAL: January 1, 2009 to December 31, 2009

RENTAL FEE: \$1,037.40

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 25th day of August, 2009.

By: Felicia Burkhalter Felicia Burkhalter
(Print Name) (Signature)

Managing Member
(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (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 3RD day of SEPTEMBER, 2009.

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

WATER RIGHT NO. 63-5390 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: HARRIS FAMILY LTD PARTNERSHIP
4940 E MILL STATION DR
BOISE ID 83716
(208) 344-1131

Priority Date: 04/26/1960

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Volume</u>
AESTHETIC STORAGE	01/01 to	12/31	31.5 AF
Total:			31.5 AF

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

GROUND WATER	L4 (NE¼SW¼)	Sec. 19	Twp 03N	Rge 03E	ADA County
GROUND WATER	L5 (SE¼SW¼)	Sec. 19	Twp 03N	Rge 03E	ADA County
GROUND WATER	SW¼SE¼	Sec. 19	Twp 03N	Rge 03E	ADA County

RENTER'S PLACE OF USE: AESTHETIC STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	03E	19									X			X			X		
											L4			L5					

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Aesthetic storage is for the initial filling of ponds authorized under water permit no. 63-32966.
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. 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. This rental agreement does not authorize the construction of a well.
7. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer filed by the applicant for this same use.
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. 63-9003
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: HARRIS FAMILY LTD PARTNERSHIP
 4940 E MILL STATION DR
 BOISE ID 83716
 (208) 344-1131

Priority Date: 08/15/1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Volume</u>
AESTHETIC STORAGE	01/01 to 12/31		33.5 AF
Total:			33.5 AF

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

GROUND WATER	L4 (NE¼SW¼)	Sec. 19	Twp 03N	Rge 03E	ADA County
GROUND WATER	L5 (SE¼SW¼)	Sec. 19	Twp 03N	Rge 03E	ADA County
GROUND WATER	SW¼SE¼	Sec. 19	Twp 03N	Rge 03E	ADA County

RENTER'S PLACE OF USE: AESTHETIC 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
03N	03E	19									X			X			X		
											L4			L5					

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Aesthetic storage is for the initial filling of ponds authorized under water permit no. 63-32966.
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. 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. This rental agreement does not authorize the construction of a well.
7. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer filed by the applicant for this same use.
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. 63-10996
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: HARRIS FAMILY LTD PARTNERSHIP
 4940 E MILL STATION DR
 BOISE ID 83716
 (208) 344-1131

Priority Date: 09/14/1989

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Volume</u>
AESTHETIC STORAGE	01/01 to	12/31	4.5 AF
	Total:		4.5 AF

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

GROUND WATER	L4 (NE¼SW¼)	Sec. 19	Twp 03N	Rge 03E	ADA County
GROUND WATER	L5 (SE¼SW¼)	Sec. 19	Twp 03N	Rge 03E	ADA County
GROUND WATER	SW¼SE¼	Sec. 19	Twp 03N	Rge 03E	ADA County

RENTER'S PLACE OF USE: AESTHETIC 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
03N	03E	19									X			X			X		
											L4			L5					

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- Aesthetic storage is for the initial filling of ponds authorized under water permit no. 63-32966.
- 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.
- This rental agreement does not authorize the construction of a well.
- Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer filed by the applicant for this same use.
- 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. 63-29435
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: HARRIS FAMILY LTD PARTNERSHIP
 4940 E MILL STATION DR
 BOISE ID 83716
 (208) 344-1131

Priority Date: 12/31/1951

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Volume</u>
AESTHETIC STORAGE	01/01 to	12/31	4.6 AF
Total:			4.6 AF

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

GROUND WATER	L4 (NE¼SW¼)	Sec. 19	Twp 03N	Rge 03E	ADA County
GROUND WATER	L5 (SE¼SW¼)	Sec. 19	Twp 03N	Rge 03E	ADA County
GROUND WATER	SW¼SE¼	Sec. 19	Twp 03N	Rge 03E	ADA County

RENTER'S PLACE OF USE: AESTHETIC 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
03N	03E	19									X			X			X		
											L4			L5					

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- Aesthetic storage is for the initial filling of ponds authorized under water permit no. 63-32966.
- 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.
- This rental agreement does not authorize the construction of a well.
- Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer filed by the applicant for this same use.
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- 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.