

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

RECEIVED

JUN 01 2009

DEPARTMENT OF  
WATER RESOURCES

This is to certify that: PAUL BRAINERD  
2000 FIRST AVE #2504  
SEATTLE WA 98121  
(206) 842-9420

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<br>Right | Rented<br>Rate  | Annual Rented<br>Volume | Total Rented<br>Acres |
|------------------------------------|----------------|-----------------|-------------------------|-----------------------|
|                                    | 37-2627D       | 0.05 CFS        | 8.75 AF                 | 2.5 AC                |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |                | <b>0.05 CFS</b> | <b>8.75 AF</b>          | <b>2.5 AC</b>         |

**TERM OF RENTAL:** April 15, 2009 to October 31, 2009

**RENTAL FEE:** \$122.50

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 26<sup>TH</sup> day of MAY, 2009

By: PAUL BRAINERD  
(Print Name)

Paul Brainerd  
(Signature)

(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 5<sup>TH</sup> day of JUNE, 2009.

David R. Tuthill, Jr.  
DAVID R. TUTHILL, JR., Director  
Department of Water Resources

# **WATER RIGHT NO. 37-2627D** **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:** PAUL BRAINERD  
 2000 FIRST AVE #2504  
 SEATTLE WA 98121  
 (206) 842-9420

**Priority Date:** 12/09/1959

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| IRRIGATION            | 04/15         | 10/31     | 0.05 CFS              | 8.75 AF        |
|                       | <b>Total:</b> |           | <b>0.05 CFS</b>       | <b>8.75 AF</b> |

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

GROUND WATER SW¼NE¼ Sec. 10 Twp 05N Rge 17E BLAINE 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 |        |
| 05N | 17E | 10  |    |    | 2.5 |    |    |    |    |    |    |    |    |    |    |    |    |    | 2.5    |

Total Acres: 2.5

## **CONDITIONS OF WATER USE**

- 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 the ongoing Snake River Basin Adjudication or 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 or permit 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 37-2627D  
Water Supply Bank Rental  
Paul Brainerd, 2009

Paul Brainerd Rental  
Point of Diversion

Water Right 37-2627D  
Point of Diversion

