

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

RECEIVED**OCT 18 2006**DEPARTMENT OF
WATER RESOURCES

This is to certify that: SCOTT DAYLEY
205 NORTH 1250 WEST
PAUL ID 83347
(208) 438-2828

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>Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
	36-7030	0.15 cfs	30.0 af	7.5 ac
COMBINED RENTAL TOTALS:		0.15 cfs	30.0 af	7.5 ac

TERM OF RENTAL: 10/12/06 to 12/31/06 and
01/01/07 to 12/31/07

RENTAL FEE: \$512.00

The fee for rental of the above-described water is \$420.00 per year. The fee for rental of the later portion of 2006 was prorated based on the total annual fee. The total rental fee is \$512.00.

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 14th day of October, 2006.

by Scott R. Dayley
(Print Name)

Scott R. Dayley
(Signature)

owner
(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 23 day of October, 2006.

Karl J. Dreher
KARL J. DREHER, Director
Department of Water Resources

**WATER RIGHT NO(S). 36-7030
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: SCOTT DAYLEY
205 NORTH 1250 WEST
PAUL ID 83347
(208) 438-2828

Priority Date: 12/03/71

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	01/01	to 12/31	0.15 CFS	30 AF
	Total: 0.15 CFS			30 AF

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

GROUND WATER SESE Sec. 07 Twp 9S Rge 22E MINIDOKA County

RENTER'S PLACE OF USE: STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	22E	07																	X

Total Acres: N/A

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. The water rented under this agreement is appurtenant to irrigation of 7.5 acres.
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.

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CONDITIONS OF WATER USE

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 a permanent application for transfer filed by the applicant for this same use.
8. In the event that continued water use is not authorized, the renter agrees to hold the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with the development of new and supplemental water uses.
9. Future rentals for the purpose authorized under this agreement may require review of historic beneficial use associated with the water right rented to determine the consumptive volume of water available.
10. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
11. 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.
12. 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.
13. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.