

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

This is to certify that: IDAHO WATER RESOURCES BOARD
PO BOX 83720
BOISE ID 83720

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>Rented Volume</u>	<u>Total Rented Acres</u>
	74-2169	1.80 cfs	142.23	153.0 ac
	74-7255	0.41 cfs	142.23	74.6 ac
COMBINED RENTAL TOTALS:		1.80 cfs	142.23	153.0 ac

TERM OF RENTAL: 07/01/2006 to 11/15/2006

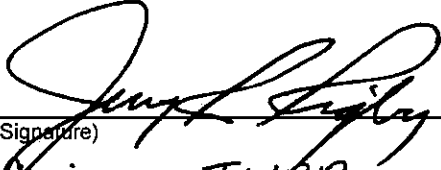
TOTAL RENTAL FEE: \$5,000.00

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 2nd day of May, 2006.

by Jerry Rigby
(Print Name)


(Signature)
Chairman - IWRB
(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 2nd day of May, 2006.


KARL J. DREIER, Director
Department of Water Resources

**WATER RIGHT NO(S). 74-2169
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 RESOURCES BOARD
PO BOX 83720
BOISE ID 83720

Priority Date: 04/30/1914

Source: EIGHTEENMILE CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	07/01	to 11/15	1.800 CFS	142.2 AF
	<u>Total Diversion:</u>		1.800 CFS	142.2 AF

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

Under water right 74-14993:

LEMHI RIVER SW1/4SE1/4SE1/4 Sec. 24, Twp 21N, Rge 22E, B.M. LEMHI County
(Beginning of Reach)

LEMHI RIVER L9 (SW1/4SW1/4SW1/4) Sec. 32, Twp 22N, Rge 22E, B.M. LEMHI County
(Ending of Reach)

RENTER'S PLACE OF USE:

INSTREAM FLOW WITHIN DESIGNATED STREAM REACH FROM THE BEGINNING POINT TO THE ENDING POINT DESCRIBED ABOVE.

CONDITIONS OF WATER USE

1. Rental of the leased portions of rights 74-2169 and 74-7255 is for consumptive use only and is limited to a combined consumptive use diversion volume of 104.6 afa, or a combined continuous diversion rate of 0.38 cfs for use from June 1 to November 15, 2006.
2. Delivery of water in accordance with this rental agreement shall be subject to the limitations and conditions of water right 74-14993.
3. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
4. 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.

**WATER RIGHT NO(S). 74-2169
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

5. Upon Department request, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the irrigation season.
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 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 right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

**WATER RIGHT NO(S). 74-7255
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 RESOURCES BOARD
PO BOX 83720
BOISE ID 83720

Priority Date: 02/11/1994

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	07/01	to 09/30	0.41 CFS	142.2 AF
	Total: 0.41 CFS			142.2 AF

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

Under water right 74-14993:

LEMHI RIVER SW1/4SE1/4SE1/4 Sec. 24, Twp 21N, Rge 22E, B.M. LEMHI County
(Beginning of Reach)

LEMHI RIVER L9 (SW1/4SW1/4SW1/4) Sec. 32, Twp 22N, Rge 22E, B.M. LEMHI County
(Ending of Reach)

RENTER'S PLACE OF USE:

INSTREAM FLOW WITHIN DESIGNATED STREAM REACH FROM THE BEGINNING POINT TO THE ENDING POINT DESCRIBED ABOVE.

CONDITIONS OF WATER USE

1. Rental of the leased portions of rights 74-2169 and 74-7255 is for consumptive use only and is limited to a combined consumptive use diversion volume of 104.6 afa, or a combined continuous diversion rate of 0.38 cfs for use from June 1 to November 15, 2006.
2. Delivery of water in accordance with this rental agreement shall be subject to the limitations and conditions of water right 74-14993.
3. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
4. 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.
5. Upon Department request, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the irrigation season.

**WATER RIGHT NO(S). 74-7255
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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 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 right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.