

**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

	Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
	75-2137	0.52 CFS	90.3 AF	25.8 AC
COMBINED RENTAL TOTALS:		0.52 CFS	90.3 AF	25.8 AC

TERM OF RENTAL: 04/01/2008 to 10/31/2008

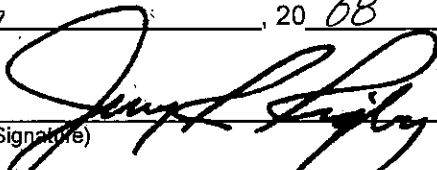
RENTAL FEE: \$2,055.56

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 27th day of March, 2008

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 27TH day of MARCH, 2008.


FOR DAVID R. TUTHILL, JR., 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
HAT CREEK

Tributary: HAT CREEK
SALMON RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	04/01	10/31	0.52 CFS	90.3 AF
	Total:		0.52 CFS	90.3 AF

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

Under water right 75-14189:

INSTREAM FLOW L2 (SEENW) Sec. 20 Twp 17N Rge 21E LEMHI County (Ending of Reach)

Under water right 75-13316:

INSTREAM FLOW SESE Sec. 31 Twp 25N Rge 05E IDAHO County (Ending of Reach)

INSTREAM FLOW SWSW Sec. 16 Twp 24N Rge 21E LEMHI County (Beginning of Reach)

RENTER'S PLACE OF USE:

Instream flow in the reach above the quantification point designated for water right no. 75-14189, or instream flow throughout the designated salmon wild and scenic river from the beginning point to the ending point as identified above, for water right no. 75-13316.

CONDITIONS OF WATER USE

1. Rental of this right is limited to the annual consumptive use volume of 64.5 afa, or a continuous diversion rate of 0.15 cfs for use from April 1 to October 31, 2008.
2. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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 the ongoing Snake River Basin Adjudication or any other department application process.
4. Upon Department request, the renter shall provide for the measurement of water used under this agreement in a manner acceptable to the Director and shall report the total quantity of water used under this agreement at the end of the rental term.
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. 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.