

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

RECEIVED

MAR 03 2008

DEPARTMENT OF
WATER RESOURCES

This is to certify that: **RANDY TOLMAN**
 412 SOUTH 200 EAST
 JEROME ID 83338
 (208) 539-4009

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
36-16458	0.11 CFS	30.0 AF	N/A
36-16460	0.06 CFS	15.3 AF	N/A
COMBINED RENTAL TOTALS:	0.11 CFS	45.3 AF	N/A

TERM OF RENTAL: January 1, 2008 to December 31, 2012

RENTAL FEE: \$634.20 per year

* The fee for rental of the above-described water is \$ 634.20 per year. An annual payment shall be received by the Department of Water Resources prior to January 1, each year for the duration of the rental period. The agreement will be void if the payment is not received in a given year.

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 29th day of Jan, 20 08

By: Randy Tolman
 (Print Name)

[Signature]
 (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 4 day of March, 20 08

[Signature]
 for **DAVID R. TUTHILL, JR., Director**
 Department of Water Resources

WATER RIGHT NO. 36-16458 **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: RANDY TOLMAN
 412 SOUTH 200 EAST
 JEROME ID 83338
 (208) 539-4009

Priority Date: 09/23/1965

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01 to	12/31	0.11 CFS	3.4 AF
STOCKWATER	01/01 to	12/31	0.11 CFS	19.1 AF
	Total:		0.11 CFS	22.5 AF

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

GROUND WATER SW¼NW¼ Sec 9 Twp 09S Rge 17E JEROME County

RENTER'S PLACE OF USE: COMMERCIAL AND 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	17E	9							X			X							

Total Acres: N/A

Acre Limit within Place of Use described: 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. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
5. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
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 to those authorized under the water right and/or again be available to rent from the bank.

**WATER RIGHT NO. 36-16458
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. This rental agreement does not authorize the construction of a well
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer or permit filed by the applicant for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement
10. 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
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement
13. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
14. The renter is limited to the diversion of 22.5 acre-feet for the use authorized under this agreement
15. Under this agreement, the use of rights 36-16458 and 36-16460 when combined shall not exceed a total diversion rate of 0.11 cfs and a total annual maximum diversion volume of 34.0 af.

WATER RIGHT NO. 36-16460
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: RANDY TOLMAN
 412 SOUTH 200 EAST
 JEROME ID 83338
 (208) 539-4009

Priority Date: 02/15/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01	to 12/31	0.06 CFS	1.7 AF
STOCKWATER	01/01	to 12/31	0.06 CFS	9.8 AF
	Total:		0.06 CFS	11.5 AF

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

GROUND WATER SW¼NW¼ Sec 9 Twp 09S Rge 17E JEROME County

RENTER'S PLACE OF USE: COMMERCIAL AND 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	17E	9							X			X							

Total Acres: N/A

Acre Limit within Place of Use described: 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 3.8 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. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion
5. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130
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 to those authorized under the water right and/or again be available to rent from the bank

**WATER RIGHT NO. 36-16460
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. This rental agreement does not authorize the construction of a well.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer or permit filed by the applicant for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
14. The renter is limited to the diversion of 11.5 acre-feet for the use authorized under this agreement.
15. Under this agreement, the use of rights 36-16458 and 36-16460 when combined shall not exceed a total diversion rate of 0.11 cfs and a total annual maximum diversion volume of 34.0 af