

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

This is to certify that: JOHN REITSMA
3586 US HWY 93
TWIN FALLS ID 83301
(208) 539-5007

RECEIVED
FEB 27 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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
	47-2296C	0.08 CFS	57.9 AF	N/A
COMBINED RENTAL TOTALS:		0.08 CFS	57.9 AF	N/A

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

RENTAL FEE: \$81.06 per year

The total fee for rental of the above-described water is \$810.60 per year. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$81.06 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 31st day of January, 20 08.

By: JOHN REITSMA
(Print Name)

(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 11th day of FEBRUARY, 20 08.

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

WATER RIGHT NO. 47-2296C
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: JOHN REITSMA
 3586 US HWY 93
 TWIN FALLS ID 83301

Priority Date: 10/13/1955

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	0.05 CFS	36.2 AF
COMMERCIAL	01/01	to 12/31	0.03 CFS	21.7 AF
	Total:		0.08 CFS	57.9 AF

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

GROUND WATER NW¼SE¼ Sec. 12 Twp 12S Rge 16E TWIN FALLS County

RENTER'S PLACE OF USE: STOCKWATER AND COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
12S	16E	12	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
12S	16E	13	X			X									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. 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.
3. After specific notification by the Department, the right holder shall record the quantity of water diverted or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
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.
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.

**WATER RIGHT NO. 47-2296C
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CONDITIONS OF WATER USE

7. Use of water under this agreement shall not prejudice any action of the Department in its consideration of the permanent application for transfer filed by the applicant for this same use.
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 renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. Commercial use is for a dairy.

