

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

RECEIVED**JAN 30 2008****DEPARTMENT OF
WATER RESOURCES**

This is to certify that: **TED CANTRELL**
28294 RIVER ROAD
BRUNEAU ID 83604-5106
(208) 834-2153

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
02-00202A	0.46 CFS	112.5 AF	25.0 AC
57-07100	0.24 CFS	54.0 AF	12.0 AC
COMBINED RENTAL TOTALS:	0.37 CFS	166.5 AF	37.0 AC

TERM OF RENTAL: 03/15/08 to 10/31/08 under 02-202A
03/15/08 to 11/15/08 under 57-7100

RENTAL FEE: \$ 233.10

The total fee for rental of the above-described water is \$ 2,331.00. The renter is also the lessor under this agreement and is therefore obligated to pay only the administrative fee of \$ 233.10

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 January, 2008

By: Ted Cantrell
(Print Name)

Ted Cantrell
(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 30th day of January 2008

for DAVID R. TUTHILL, JR. Director
Department of Water Resources

WATER RIGHT NO. 02-202A
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: TED CANTRELL
 28294 RIVER ROAD
 BRUNEAU ID 83604-5106
 (208) 834-2153

Priority Date: 06/01/1912

Source: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 10/31	0.46 CFS	112.5 AF
	Total:		0.46 CFS	112.5 AF

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

SNAKE RIVER L10 NW¼SW¼ Sec. 34 Twp 05S Rge 04E OWYHEE County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	04E	30											5.0 L9						5.0
05S	04E	31					34.0	48.0 L2	15.0	39.0									136.0

Total Acres: 141.0

Acre Limit within Place of Use described: 25.0 (SEE CONDITIONS OF WATER USE)

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. During the term of this rental agreement, use of water under rights 2-202A, 57-7051A, and 57-7100 are limited to irrigation of a combined total of 153 acres, a combined diversion rate of 3.23 cfs, and combined diversion volume of 688.5 af in a single irrigation season
3. During the term of this rental agreement, use of water under rights 2-202A, 57-7051A, and 57-7100 for irrigation of lands located in the NWNW Section 31, T5S, R4E, B.M., is limited to irrigation of a combined total of 48 acres, combined diversion rate of 1.01 cfs, and combined diversion volume of 216 af.
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. 02-202A
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 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. 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. 57-7100
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: TED CANTRELL
 28294 RIVER ROAD
 BRUNEAU ID 83604-5106
 (208) 834-2153

Priority Date: 03/29/1973

Source: SHOOFLY CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.24 CFS	54.0 AF
	Total:		0.24 CFS	54.0 AF

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

SHOOFLY CREEK SW¼SW¼ Sec. 25 Twp 05S Rge 03E OWYHEE County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	04E	30											5.0 L9						5.0
05S	04E	31					34.0	48.0 L2	15.0	39.0									136.0

Total Acres: 141.0

Acre Limit within Place of Use described: 12.0 (SEE CONDITIONS OF WATER USE)

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 During the term of this rental agreement, use of water under rights 2-202A, 57-7051A, and 57-7100 are limited to irrigation of a combined total of 153 acres, a combined diversion rate of 3.23 cfs, and combined diversion volume of 688.5 af in a single irrigation season.
- 3 During the term of this rental agreement, use of water under rights 2-202A, 57-7051A, and 57-7100 for irrigation of lands located in the NWNW Section 31, T5S, R4E, B.M., is limited to irrigation of a combined total of 48 acres, combined diversion rate of 1.01 cfs, and combined diversion volume of 216 af.
- 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. 57-7100
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 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. 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.