

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>
71-2014	1.5 cfs	129.3 af	43.1
71-10762	1.47 cfs	129.3 af	43.1
COMBINED RENTAL TOTALS:	2.97 cfs	129.3 af	43.1

TERM OF RENTAL:

05/01/2006 to 10/31/2007

TOTAL RENTAL FEE:

\$2,394.44 per year

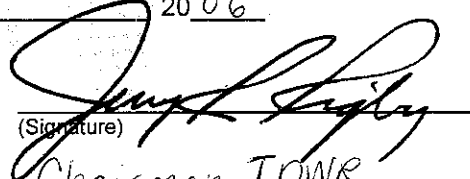
The fee for rental of the above-described water is \$2,394.44 per year. An annual payment shall be received by the Department of Water Resources on or about October 31, the end of the irrigation season, each year for the duration of the rental period. The agreement will be void if the payment is not 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 15th day of May, 2006

by Jerry Rigby
 (Print Name)


 (Signature)
Chairman, IOWR
 (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 15 day of MAY, 2006.


 KARL J. DREHER, Director
 Department of Water Resources

**WATER RIGHT NO(S). 71-2014
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: 04/08/1916

Source: FOURTH OF JULY CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	05/01	to 10/31	1.5 CFS	129.3 AF
			Total: 1.5 CFS	129.3 AF

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

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 THROUGHOUT THE DESIGNATED SALMON WILD AND SCENIC RIVER FROM THE BEGINNING POINT TO THE ENDING POINT AS IDENTIFIED ABOVE UNDER WATER RIGHT NO 75-13316

CONDITIONS OF WATER USE

1. Rental of the leased portions of rights 71-2014 and 71-10762 is for consumptive use only and is limited to the consumptive use diversion volume of 86.2 afa, or a continuous diversion rate of 0 24 cfs for use from May 1 to October 31, 2006 and 2007
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 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
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 those authorized under the water right and/or again be available to rent from the bank

**WATER RIGHT NO(S). 71-2014
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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

**WATER RIGHT NO(S). 71-10762
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: 08/11/1927

Source: FOURTH OF JULY CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	05/01	to 10/31	1.47 CFS	129.3 AF
			Total: 1.47 CFS	129.3 AF

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

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 THROUGHOUT THE DESIGNATED SALMON WILD AND SCENIC RIVER FROM THE BEGINNING POINT TO THE ENDING POINT AS IDENTIFIED ABOVE UNDER WATER RIGHT NO 75-13316.

CONDITIONS OF WATER USE

1. Rental of the leased portions of rights 71-2014 and 71-10762 is for consumptive use only and is limited to the consumptive use diversion volume of 86.2 afa, or a continuous diversion rate of 0.24 cfs for use from May 1 to October 31, 2006 and 2007
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 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.
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 those authorized under the water right and/or again be available to rent from the bank.

**WATER RIGHT NO(S). 71-10762
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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