

RECEIVED

OCT 10 2006

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF
WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

This is to certify that: MARK PALMER
391 GLENDALE RD
BELLEVUE ID 83313

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>
	37-2627D	0.1 cfs	17.5 af	5.0 ac
COMBINED RENTAL TOTALS:		0.1 cfs	17.5 af	5.0 ac

TERM OF RENTAL: 04/15/06 to 10/15/06

TOTAL RENTAL FEE: \$192.50

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 SEPTEMBER, 2006

by Mark Palmer
for WEBB LANDSCAPE, INC.

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 OCTOBER, 2006

Karl J. Dreier
KARL J. DREIER, Director
Department of Water Resources

ORIGINAL IN RED

**WATER RIGHT NO(S). 37-2627D
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: MARK PALMER
391 GLENDALE RD
BELLEVUE ID 83313

Priority Date: 12/09/1959

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/15	0.1 CFS	17.5 AF
	Total Diversion:		0.1 CFS	17.5 AF

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

GROUND WATER SWSE Sec 22 Twp 01N Rge 18E BLAINE 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		
1N	18E	22																	5.0	5.0

Total Acres: 5.0

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. Use of water under this agreement is subject to the conditions of Transfer 5423
3. In accordance with Transfer 5423, five irrigated acres under Right 37-154C will no longer be irrigated to mitigate use of Right 37-2327D as a primary groundwater right
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.
5. 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.

**WATER RIGHT NO(S). 37-2627D
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. Use of water under this agreement does not constitute a dedication of the water to renter's land 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
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party
8. This rental does not authorize the construction of a well
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. Future rentals for the use authorized under this agreement may be subject to further review and notice requirements
13. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind acceptance of the lease