

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

This is to certify that: R CALDWELL
TRF PARTNERSHIP
45625 MANZO DRIVE
INDIAN WELLS CA 92210

RECEIVED

NOV 20 2007

DEPARTMENT OF
WATER RESOURCES

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>Annual Rented Volume</u>	<u>Total Rented Acres</u>
02-02240	0.25 CFS	56.8 AF	N/A
02-02431	0.17 CFS	63.0 AF	N/A

COMBINED RENTAL TOTALS	0.25 CFS	63.0 AF	N/A
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TERM OF RENTAL: October 17, 2007 to December 31, 2009

RENTAL FEE: \$ 882.00 per year

*An annual payment must be received prior to the execution of this agreement and prior to January 1 in all subsequent years 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 31 day of October, 20 07

By: Bruce Smith
(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 21 day of Nov, 20 07.

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

**SIGN
HERE**

WATER RIGHT NO. 02-02240
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: R CALDWELL
 TRF PARTNERSHIP
 45625 MANZO DRIVE
 INDIAN WELLS CA 92210

Priority Date: 10/25/1963

Source: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.25 CFS	56.8 AF
	Total:		0.25 CFS	56.8 AF

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

SNAKE RIVER	NW¼NW¼	Lot 3	Sec. 4	Twp 3N	Rge 5W	OWYHEE County
SNAKE RIVER	SW¼SW¼	Lot 3	Sec. 33	Twp 4N	Rge 5W	OWYHEE County

RENTER'S PLACE OF USE: WILDLIFE STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	05W	5	X																
			L1																
04N	05W	32																X	
																		L4	
04N	05W	33											X						
													L3						

Total Acres: 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 12.6 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 the ongoing Snake River Basin Adjudication or any other department application process.
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.

**WATER RIGHT NO. 02-02240
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of the permanent application for permit filed by the applicant for this same use.
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. 02-02431
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: R CALDWELL
 TRF PARTNERSHIP
 45625 MANZO DRIVE
 INDIAN WELLS CA 92210

Priority Date: 12/05/1958

Source: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.17 CFS	63.0 AF
	Total:		0.17 CFS	63.0 AF

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

SNAKE RIVER	NW¼NW¼	Lot 3	Sec. 4	Twp 3N	Rge 5W	OWYHEE County
SNAKE RIVER	SW¼SW¼	Lot 3	Sec. 33	Twp 4N	Rge 5W	OWYHEE County

RENTER'S PLACE OF USE: WILDLIFE STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	05W	5	X																
			L1																
04N	05W	32																X	
																		L4	
04N	05W	33											X						
													L3						

Total Acres: 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 12.6 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 the ongoing Snake River Basin Adjudication or any other department application process.
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.

**WATER RIGHT NO. 02-02431
WATER SUPPLY BANK RENTAL AGREEMENT**

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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.