

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

**RECEIVED**  
**OCT 12 2007**

This is to certify that: **ELMER D CARPENTER**  
2154 N 800 E  
TERRETON ID 83450  
(208) 657-2387

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> |
|--------------|--------------------|-----------------------------|---------------------------|
| 31-7167A     | 0.10 cfs           | 17.5 ac ft                  | 5.0 acres                 |

|                               |                 |                   |                  |
|-------------------------------|-----------------|-------------------|------------------|
| <b>COMBINED RENTAL TOTALS</b> | <b>0.10 CFS</b> | <b>17.5 ac ft</b> | <b>5.0 acres</b> |
|-------------------------------|-----------------|-------------------|------------------|

**TERM OF RENTAL:** May 14, 2007 to December 31, 2007

**RENTAL FEE:** \$ 245.00

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 9-31-2007 day of 31, 20 2007

By ELMER D. CARPENTER  
(Print Name)

Elmer D. Carpenter  
(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 15 day of October, 20 07.

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

SCAN

OCT 15 2007

**WATER RIGHT NO. 31-7167A**  
**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:** ELMER D CARPENTER  
 2154 N 800 E  
 TERRETON ID 83450  
 (208) 657-2387

**Priority Date:** 7/01/1975

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| IRRIGATION            | 4/01          | to 11/01  | 0.10 CFS              | 17.5 AF        |
|                       | <b>Total:</b> |           | <b>0.10 CFS</b>       | <b>17.5 AF</b> |

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

GROUND WATER      SWSW      Sec 12      Twp 07N      Rge 33E      JEFFERSON 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 |    |  |  |  |        |
| 07N | 33E | 12  |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  | 5      |

**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 the ongoing Snake River Basin Adjudication or any other department application process.
3. 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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.

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**WATER RIGHT NO. 31-7167A  
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**CONDITIONS OF WATER USE**

6. 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
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 renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement
11. The renter is limited to diversion 17.5 acre-feet for the use authorized under this agreement.
12. In the event that continued water use is not authorized, the renter agrees to hold the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with the development of new and supplemental water uses
13. Measuring Device Condition, Water District 110

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