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JUN 29 2007

DEPARTMENT OF WATER RESOURCES
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

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JUN 26 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

This is to certify that: GEORGE KELLEY
PO BOX 25
ALBION ID 83311

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>
45-4084	0.54 cfs	108 af	27 ac
45-4236	0.60 cfs	120 af	30 ac
45-2505	1.10 cfs	252 af	63 ac

COMBINED
RENTAL TOTALS: 2.24 cfs 480 af 120 ac

RENTAL TERM: 04/15/07 to 10/31/07

RENTAL FEE: \$3,847.20

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 25 day of June, 2007

by George Kelley
(Print Name)

George Kelley
(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 29 day of June, 2007

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

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WATER RIGHT NO(S). 45-4084
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: GEORGE KELLEY
 PO BOX 25
 ALBION ID 83311

Priority Date: 04/01/1958

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.54 CFS	108 AF
	Total:		0.54 CFS	108 AF

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

GROUND WATER NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 35 Twp 11S Rge 24E CASSIA 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	
11S	24E	25									30.0	30.0	30.0	30.0					120.0
11S	24E	36					30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0					240.0

Total Acres: 360.0

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. 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(S). 45-4084
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

- 6 Use of water under this agreement shall not prejudice any pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
- 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 rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land
- 12 The diversion and use of water for irrigation under right 45-4084 is limited to 27 acres within the authorized place of use described above.

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WATER RIGHT NO(S). 45-4236 **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: GEORGE KELLEY
 PO BOX 25
 ALBION ID 83311

Priority Date: 06/15/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.60 CFS	120 AF
	Total: 0.60 CFS			120 AF

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

GROUND WATER NE 1/4 NE 1/4 Sec 35 Twp 11S Rge 24E CASSIA 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	
11S	24E	25									30.0	30.0	30.0	30.0					120.0
11S	24E	36					30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0					240.0

Total Acres: 360.0

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 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.
- 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.
- This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
- This rental agreement does not authorize the construction of a well.

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**WATER RIGHT NO(S). 45-4236
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

- 6 Use of water under this agreement shall not prejudice any pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
- 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 rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.
- 12 The diversion and use of water for irrigation under right 45-4236 is limited to 30 acres within the authorized place of use described above

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WATER RIGHT NO(S). 45-2505 **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: GEORGE KELLEY
 PO BOX 25
 ALBION ID 83311

Priority Date: 11/02/1955

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	1.10 CFS	252 AF
			Total: 1.10 CFS	252 AF

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

GROUND WATER NE¼NE¼ Sec. 35 Twp 11S Rge 24E CASSIA 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	
11S	24E	25									30.0	30.0	30.0	30.0					120.0
11S	24E	36					30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0					240.0

Total Acres: 360.0

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. 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

**WATER RIGHT NO(S). 45-2505
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. Use of water under this agreement shall not prejudice any pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires
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 rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.
12. The diversion and use of water for irrigation under right 45-2505 is limited to 63 acres within the authorized place of use described above.

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