

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

RECEIVED

MAY 07 2007

Department of Water Resources

This is to certify that: WALLACE W DRISCOLL
 2459 W 1100 S
 ABERDEEN ID 83210

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>
	35-7777	1.7 cfs	400 af	100 ac
COMBINED RENTAL TOTALS:		1.7 cfs	400 af	100 ac

TERM OF RENTAL: 04/01/07 to 11/01/07 and
04/01/08 to 11/01/08

RENTAL FEE: \$5,600.00 per year for two years

The fee for rental of the above-described water is \$ 5,600.00 per year. An annual payment shall be received by the Department of Water Resources prior to the execution of this agreement and prior to April 1, the start of the irrigation season, 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 3 day of May, 2007.

by Wallace W. Driscoll Wallace W. Driscoll
 (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 7 day of May, 2007.

David R. Tuthill, Jr.
 for DAVID R. TUTHILL, JR., Interim Director
 Department of Water Resources

WATER RIGHT NO(S). 35-7777 **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: WALLACE W DRISCOLL
 2459 W 1100 S
 ABERDEEN ID 83210

Priority Date: 01/24/1978

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	1.7 CFS	400 AF
			Total: 1.7 CFS	400 AF

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

GROUND WATER SESE Sec. 12 Twp 04S Rge 31E BINGHAM 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	
04S 31E 12									X	X	X	X	X	X	X	X	100

Total Acres: 100

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 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.
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.

**WATER RIGHT NO(S). 35-7777
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER 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