

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

This is to certify that: IDAHO WATER RESOURCE BOARD
322 E FRONT ST
PO BOX 83720
BOISE ID 83720-0098
(208) 287-4800

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>
71-64A	2.48 cfs	135.0 af	45.0 ac
71-69	0.16 cfs	48.7 af	45.0 ac
COMBINED RENTAL TOTALS:	2.64 cfs	135.0 af	N/A

TERM OF RENTAL: 05/01/2007 to 10/31/2007

TOTAL RENTAL FEE: \$2,500.00

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 28th day of AUGUST, 2007.

by JERRY RIGBY
(Print Name)

(Signature)

CHAIRMAN, IDAHO WATER RESOURCE BOARD
(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 28 day of AUGUST, 2007.

for David R. Tuttle
DAVID R. TUTTLE, P.R., Director
Department of Water Resources

**WATER RIGHT NO(S). 71-64A
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: IDAHO WATER RESOURCE BOARD
322 E FRONT ST
PO BOX 83720
BOISE ID 83720-0098
(208) 287-4800

Priority Date: 08/15/1915

Source: ALTURAS LAKE CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	05/01	to 10/31	2.48 CFS	135.0 AF
			Total: 2.48 CFS	135.0 AF

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

INSTREAM FLOW	NESE	Sec.20	Twp 08N	Rge 14E	CUSTER County (Beginning of Reach)
	SESE	Sec. 31	Twp 25N	Rge 05E	IDAHO County (End of Reach)

RENTER'S PLACE OF USE:

INSTREAM FLOW FOR MINIMUM STREAM FLOW (71-10890) AND WILD AND SCENIC RIVER
WATER RIGHT FOR SALMON RIVER (SRBA WR NO. 75-13316)

CONDITIONS OF WATER USE

1. Rental of rights 71-64A and 71-69 is for consumptive use only and is limited to a combined consumptive use diversion volume of 90.0 acre-feet per annum or a combined continuous diversion rate of 0.25 cfs for use from May 1 to October 31, 2007.
2. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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. Upon Department request, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the irrigation season.
5. 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 the licensed points of diversion and place of use and/or again be available to rent from the bank.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO(S). 71-64A
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. 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.
8. 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.
9. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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(S). 71-69
WATER SUPPLY BANK RENTAL AGREEMENT**

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Renter: IDAHO WATER RESOURCE BOARD
322 E FRONT ST
PO BOX 83720
BOISE ID 83720-0098
(208) 287-4800

Priority Date: 07/01/1936

Source: ALTURAS LAKE CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	05/01	to 09/30	0.16 CFS	48.7 AF
	Total: 0.16 CFS			48.7 AF

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INSTREAM FLOW	NESE	Sec.20	Twp 08N	Rge 14E	CUSTER County (Beginning of Reach)
	SESE	Sec. 31	Twp 25N	Rge 05E	IDAHO County (End of Reach)

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2. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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. Upon Department request, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the irrigation season.
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