

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

RECEIVED

MAY 26 2006

DEPARTMENT OF
WATER RESOURCES

This is to certify that: UNITED WATER
PO BOX 190420
BOISE ID 83719-0420

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>
63-31861	0.39 cfs	121.5 af	27.0 ac
63-10029	0.67 cfs	74.1 af	N/A
COMBINED RENTAL TOTALS:	0.67 cfs	195.6 af	27.0 ac

TERM OF RENTAL: 04/01/06 to 10/31/06

TOTAL RENTAL FEE: \$2,151.60

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 19 day of May, 2006

by SCOTT RHEAD
(Print Name)

(Signature)

MANAGING ENGINEER
UNITED WATER
(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 ____ day of _____, 20____

Karl J. Dreier
KARL J. DREIER, Director
Department of Water Resources

**WATER RIGHT NO(S). 63-31861
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: UNITED WATER
PO BOX 190420
BOISE ID 83719-0420

Priority Date: 02/01/1990

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	0.39 CFS	121.5 AF
	Total: 0.39 CFS			121.5 AF

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

GROUND WATER NENE Sec 14 Twp 03N Rge 01E ADA County

RENTER'S PLACE OF USE: MUNICIPAL

Within service area of United Water Idaho as provided under Idaho law. The place of use is generally described as within the City Limits of Boise and the surrounding service area.

CONDITIONS OF WATER USE

1. Consumptive use of water under this agreement is limited to the consumptive irrigation requirement recognized by the department of 3.5 acre-feet per acre per year
2. The water rented under this agreement is appurtenant to irrigation of 27.0 acres under the water right described above
3. 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
4. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
5. 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.
6. 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 rental of water, or the development of new and supplemental water uses.
7. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer or permit filed by the applicant for this same use.

**WATER RIGHT NO(S). 63-31861
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

- 8 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
- 9 This rental agreement does not grant any right-of-way or easement to use the diversion works or conveyance works of another party
- 10 This rental agreement does not authorize the construction of a well.
- 11 Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 12 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
- 13 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
- 14 Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind rental agreement

**WATER RIGHT NO(S). 63-10029
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: UNITED WATER
PO BOX 190420
BOISE ID 83719-0420

Priority Date: 05/04/1983

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 28 CFS	74 1 AF
			Total: 0 28 CFS	74 1 AF

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

GROUND WATER NENE Sec 14 Twp 03N Rge 01E ADA County

RENTER'S PLACE OF USE: MUNICIPAL

Within service area of United Water Idaho as provided under Idaho law. The place of use is generally described as within the City Limits of Boise and the surrounding service area.

CONDITIONS OF WATER USE

- 1 Consumptive use of water under this agreement is limited to the consumptive irrigation requirement recognized by the department of 3.5 acre-feet per acre per year.
- 2 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.
- 3 The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 4 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.
- 5 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 rental of water, or the development of new and supplemental water uses.
- 6 Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer or permit filed by the applicant for this same use.

**WATER RIGHT NO(S). 63-10029
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

- 7 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
- 8 This rental agreement does not grant any right-of-way or easement to use the diversion works or conveyance works of another party
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- 12 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.
- 13 Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind rental agreement.