

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK LEASE ACCEPTANCE

This is to certify that: CLEAR LAKE RANCH PUD MASTER ASSOCIATION INC
307 CLEAR LAKE LANE
BUHL ID 83316
(208) 731-4860

has requested to lease the water right(s) listed below to 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") the acquisition of water rights for the Board's bank, agrees to lease the water right to the bank as follows:

Summary of Water Rights or Portions Leased to the Bank

<u>Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Total Leased Acres</u>
36-16236	0.16 cfs	N/A	8.0ac
COMBINED LEASE TOTALS	0.16 cfs	N/A	8.0 ac

TERM OF LEASE:

Lease Begin Date: July 22, 2005
Expiration Date: Indefinite

MINIMUM PAYMENT ACCEPTABLE:

Negotiated Private Agreement (see Conditions of Acceptance)

Detailed Lease Acceptance attached

Dated this 14TH day of FEBRUARY, 20 06



Chief, Water Allocation Bureau

**WATER RIGHT NO. 36-16236
WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: CLEAR LAKE RANCH PUD MASTER ASSOCIATION INC
307 CLEAR LAKE LANE
BUHL ID 83316
(208) 731-4860

Priority Date: 09/19/1912

Source: CLEAR SPRINGS

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
IRRIGATION	03/15	to 11/15	0.16 CFS
	Total: 0.16 CFS		

LOCATION OF POINT(S) OF DIVERSION:

CLEAR SPRINGS SESENE Sec. 02 Twp 09S Rge 14E GOODING County

PLACE OF USE TO BE IDLED UNDER THIS LEASE:

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
09S	14E	1	NE	NW	SW	SE	80
			40	40			

Total Acres: 80

Acre Limit within Place of Use described: N/A

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
N/A	N/A	N/A	N/A

CONDITIONS OF ACCEPTANCE

- 1 The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement formulated between the lessor and the renter. Administrative fees will be paid based on the current rental rate.
- 2 There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.

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CONDITIONS OF ACCEPTANCE

3. While a right is in the bank, the owner of the right may not use the right even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Section 42-351, Idaho Code, for illegal diversion and use of water, and may include civil penalties pursuant to Section 42-1701B, Idaho Code.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into 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 any other department application process.
9. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 14th day of FEBRUARY, 2006



Chief, Water Allocation Bureau