

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

This is to certify that: STATE OF IDAHO
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

Right	Rented Rate	Rented Volume	Total Rented Acres
37-7842	800.0 cfs	NA	NA
COMBINED RENTAL TOTALS:	800.0 cfs	NA	NA

TERM OF RENTAL: 04/12/06 to 12/31/06

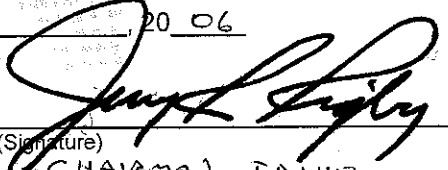
TOTAL RENTAL FEE: NA

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 12th day of APRIL, 2006

by JERRY R. 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 12th day of APRIL, 2006.


KARL J. DREHER, Director
Department of Water Resources

**WATER RIGHT NO(S). 37-7842
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: STATE OF IDAHO
IDAHO WATER RESOURCE BOARD
322 E FRONT ST
PO BOX 83720
BOISE, ID 83720-0098
(208)287-4800

Priority Date: 08/25/1980

Source: BIG WOOD RIVER
LITTLE WOOD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
GROUND WATER RECHARGE	01/01	12/31	800 00 CFS	NA
			Total: 800.00 CFS	

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER, MILNER GOODING CANAL	SW1/4SE1/4	Sec. 24, Twp 04S, Rge 19E,	LINCOLN County
LITTLE WOOD RIVER, MILNER GOODING CANAL	SW1/4SE1/4	Sec. 24, Twp 04S, Rge 19E,	LINCOLN County
LITTLE WOOD RIVER, MILNER GOODING CANAL	SW1/4NE1/4	Sec. 36, Twp 05S, Rge 17E,	LINCOLN County
BIG WOOD RIVER, RICHFIELD CANAL	E1/2E1/2	Sec. 30, Twp 02S, Rge 18E,	BLAINE County
BIG WOOD RIVER, N SHOSHONE MAIN CANAL	NW1/4SE1/4	Sec. 15, Twp 04S, Rge 18E,	LINCOLN County

RENTER'S PLACE OF USE:

Place of use of ground water recharge is within the Devils Headgate and Shoshone Recharge Sites, the Milner Gooding, Richfield, and North Shoshone Main Canals.

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. There is no rental fee for rental of this right by the Idaho Water Resource Board
3. Rental of the specified right from the bank does not, in itself, confirm the validity, extent of development, or any elements of the water right permit, or improve the status of the water right permit including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right permit in any other department application process
4. The right holder shall record the quantity of water diverted and report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code

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CONDITIONS OF WATER USE

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 those authorized under the water right and/or again be available to rent from the bank.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party
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.