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SEP 13 2005

Department of Water Resources

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Alonzo Leavell
2. Address: PO Box 54
Gooding, ID 83330
3. Source of water: Ground water
4. Volume of water rented: 35.0 AF Max rate: 0.2 cfs
5. Diversion period: 2005 irrigation season
6. Use of water: Irrigation
7. a) Renter's point of diversion:

Legal description: 1 well in the SENE Section 36, T5S, R14E,
3 wells in the NWSW Section 31, T5S, R15E,
2 wells in the SWNW Section 31, T5S, R15E,
1 well in the SENW Section 31, T5S, R15E,
1 well in the NESW Section 31, T5S, R15E,
B.M., Gooding County

- b) Renter's place of use:

Legal description: 7 acres in SWNW and 1 acre in the SENW, Sec. 31, T5S, R15E,
2 acres in NESE Section 36, T5S, R14E, B.M.
10 acres total.

8. The rights from which water will be rented are 37-2683B and 37-7349B.

The undersigned renter agrees to pay \$ 385.00 for rental of the above-described water and agrees to use the water in accordance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement

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 the ongoing Snake River Basin Adjudication or any other department application process.
3. After specific notification by the Department, the right holder shall record the quantity of water diverted or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall report the information to the Department.
4. Use of water under this agreement does not constitute a dedication of the water to renter's land 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.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. 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.
7. 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.
8. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
9. This rental does not authorize the construction of a well.
10. The renter is limited to diversion 35 acre-feet of ground water under this agreement for irrigation of 10 acres.
11. 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 the development of new and supplemental water uses.
12. Future rentals for the use authorized under this agreement may be subject to

further review and notice requirements.

13. 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.

Dated this 10 day of SEPTEMBER, 2005.

by 
for

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 20 day of SEPTEMBER, 2005.


KARL DREHER, Director
Department of Water Resources