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MAR 11 2005

Before the Idaho Water Resource Board

DEPARTMENT OF WATER RESOURCES

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: William R. Wolfe
2. Address: P.O. Box 398, Grand View, ID 83624
3. Source of water: Snake River
4. Volume of water rented: 135 AF, Max rate: 0.54 cfs
5. Diversion period: from March 15, 2005 to November 15, 2005
6. Use of water: Irrigation
7. a) Renter's point of diversion:

Legal description: NENE Section 16, T5S, R3E, B.M.

Pump HP: 75 Lift: 110 feet

Canal or conveyance works: Private penstock

- b) Renter's place of use:

Legal description: NESE, Section 17, T5S, R3E, B.M.

Total number of acres to be irrigated: 27 acres

8. The right from which water will be rented is 02-7237A.

The undersigned renter agrees to pay **\$1,485.00** for rental of the above-described water and agrees to use the water in compliance 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. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department
3. Future rentals for the use authorized under this agreement may be subject to further review and notice requirements.
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. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
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. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind acceptance of the lease.

Dated this 7 day of March, 2005.



Renter

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and Rule 30 of the Water Supply Bank Rules, IDAPA 37.02.03030, 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 14 day of MARCH, 2005

A handwritten signature in black ink, appearing to read "Karl J. Dreher", written over a horizontal line.

KARL J. DREHER, Director
Department of Water Resources