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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: Ted Cantrell
2. Address: 28294 River Road, Bruneau, ID 83604
3. Source of water: 57-7051A: Ground Water
57-7100: Shoofly Creek, Tributary to the Snake River
2-202A: Snake River, Tributary to the Columbia River
4. Quantity of water rented:

Right No.	Acres (ac)	Diversion Rate (cubic ft per sec., cfs)	Diversion Vol. (acre-feet, af)	Place of Use of Leased Rights (T5S, R4E, B.M.)
57-7051A	18 ac	0.45 cfs	81.0 af	NWNW Sec 31
57-7100	35 ac	0.70 cfs	157.5 af	NWNW Sec 31, SWSW Sec 30
2-202A	7 ac	0.13 cfs	31.5 af	SWNE Sec 31
Total Combined Rental: 42 ac 0.83 cfs 189.0 af				

Combined Rental Totals: **Irrigation = 42 ac.**
 Diversion Rate = 0.83 cfs
 Diversion Volume = 189.0 af

5. Diversion period: 2004 irrigation season
6. Use of water: Irrigation
7. a) Renter's point of diversion:
Legal description: SWSW Section 25, T5S, R3E, B.M., Owyhee County
b) Renter's place of use:
Legal description: 30 acres within NENW Section 31, T5S, R4E, B.M.
5 acres within SENW Section 31, T5S, R4E, B.M.
7 acres within NWNW Section 31, T5S, R4E, B.M.
8. The rights from which water will be rented are 57-7051A, 57-7100, 2-202A

The undersigned renter agrees to pay \$ 2,079.00 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. Upon Department request, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the irrigation season.
3. 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.
4. 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.
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. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.

Dated this 10 day of May, 2004.

by Yed Cantrell
(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 12 day of MAY, 2004.

For Karl J. Dreher
KARL J. DREHER, Director
Department of Water Resources