

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: Rocky Mountain Land & Livestock
2. Address: c/o Holden, Kidwell, Hahn & Crapo, P.O. Box 50130, Idaho Falls, ID 83405
3. Source of water: Snake River tributary to Columbia River
4. Volume of water rented: 20 AF Max rate: 0.54 cfs
5. Diversion period: from May 1 to October 10, 2002 or end of King Hill Irrigation District pumping season.
6. Use of water: Stockwater
7. a) Renter's point of diversion:
The point of diversion from the Snake River is located in the NESE Section 12, T5S, R10E, B.M., Elmore County.
b) Renter's place of use:
Legal description: S1/2, NE1/4 Section 6, T5S, R11E, B.M. for 2,917 head of stock in a feed lot
8. The right from which water will be rented is 02-02267

Conditions of water use under this agreement:

1. The use of water under this agreement is subject to the provisions of Section 42-1766, Idaho Code.
2. The renter shall report the amount of water diverted at the point of diversion to the Department at the end of the water delivery 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 place of

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use of the water shall revert to its original place of use and/or again be available to rent from the bank.

4. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of the diversion and use of water under this agreement.
5. 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.
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.

Dated this 10 day of May, 2002.

Brett Ball
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 5th day of June, 2002.

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