

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 206

RECEIVED

APR 27 2018

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

RAYMOND THOMAS GOODRICH
1001 FOREST AVE
PALO ALTO, CA 94301

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

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
37-22826	9/1/1885	GREENHORN CREEK	0.030	1.80	0.50	0.060	3.50
37-2644C	11/16/1989	GROUND WATER	0.010	1.80	0.50	0.020	4.10
Combined Limit Totals			0.010	1.80	0.50	0.020	3.50
Combined Rental Totals			0.040	1.80	0.50	0.060	3.50

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2018. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2018, whichever occurs last.

Annual Rental Fee:

2018: \$3.60

The full fee for the rental of the above-described right(s) is \$3.60 for 2018, which includes an administrative fee of \$3.60 for 2018.

Detailed water right conditions are attached.

SUPPORT DATA

IN FILE # 37-2644C

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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:



Signature of Renter

Date

4/22/18

Raymond Thomas Goodrich

Printed Name

Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date

5/1/2018

Rental approved by IDWR

Date

5-1-2018

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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GREENHORN CREEK	SWNW	Sec. 18, Twp 03N, Rge 18E,	BLAINE County
GROUND WATER	SENW	Sec. 18, Twp 03N, Rge 18E,	BLAINE County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
0.04 CFS

VOLUME
1.8 AF

SEASON OF USE

Water Right No.	From	To
37-2644C	4/15	10/31
37-22826	4/15	10/31

RENTERS PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03n	18e	18					0.2			0.3									0.5

Total Acres: 0.5

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
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 any other department application process.
3. 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.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
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 authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental authorizes a maximum instantaneous diversion rate of 0.02 cfs for irrigation of 0.5 acres when the sole source of water is surface water diverted from Greenhorn Creek.
10. This rental when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above.

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11. Place of use is Lot 2, Greenhorn Bench Subdivision.
12. Use of water under this water right will be regulated by the watermaster of State Water District No. 37.
13. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
14. This rental agreement does not authorize the construction of a well.



Idaho Water Resource Board
Water Supply Bank Rental Agreement

Effective until December 31, 2018

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



-  Authorized Rental Point of Diversion
-  Authorized Rental Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



0  Feet
500