

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

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

Robt Hywell (Chairman)
Printed Name and Title*

5-19-15
Date

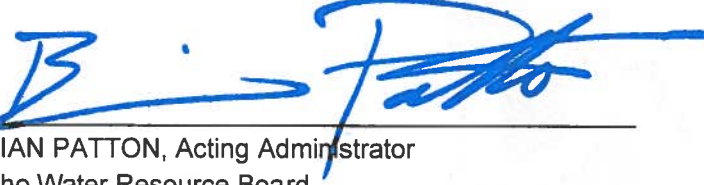
Signature of Renter

Printed Name and Title*

Date

*Please provide title of signatory 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 May 29, 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER L10(NW¼SW¼) Sec. 34 Twp 05S Rge 4E OWYHEE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/01 TO 10/31

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	02E	1						7.7	32.8			39.7	38						118
05S	02E	2	36.2	36.4	32	38.3	11.6	10.4	28.2	29.5	15.7	1.7			34.8	35.0	20.5	39.8	370.0
05S	03E	12						39											39.0

Total Acres: 527.0

Acre Limit: 15.0

CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. 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.
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 renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

11. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
12. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 02.
13. The following rights are diverted through point(s) of diversion described above: 2-202A, 2-7032, 2-2405A, 2-2084, 2-2083, 2-2271, 2-2272, 2-10167, 2-10169, 2-56, 2-51, 2-52, 2-10039, 2-202B, 2-10015, 2-203, 2-10136, 2-29, 2-2034, 2-10141, 2-2176A, 2-2176C, 2-63, 2-4027, 2-10298, 2-10171, 2-10031, 2-80, 2-81, 2-7336.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

June 1, 2015

GRANDVIEW MUTUAL CANAL COMPANY
PO BOX 9
GRAND VIEW ID 83624-0009

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 02-10472**

Dear Renter:

Please find enclosed a receipt in the amount of **\$1,020.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 60.0 acre-feet of water for irrigation of 15.0 acres during 2015. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$918.00 of the rental fee will be paid to the lessor(s) and 10% or \$102.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4910.

Sincerely,

For Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C100508
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Angela Grimm – IDWR Western Regional Office
Corbin Knowles – State Water District No. 2



State of Idaho

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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

May 21, 2015

GRANDVIEW MUTUAL CANAL COMPANY
PO BOX 9
GRAND VIEW ID 83624-0009

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 02-10472**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

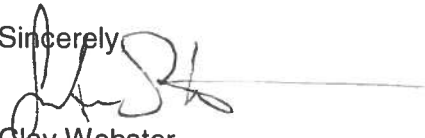
The Department of Water Resources acknowledges receipt of signed **Water Supply Bank Rental Agreement**. However, the rental payment for this rental was not received

A rental fee of \$1,020.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 60 acre-feet.

Please send a check for \$1,020.00 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$918.00 of the rental fee will be paid to the lessor(s) and 10% or \$102.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4910.

Sincerely,

For - 
Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Rental Agreement

c: IDWR Front Desk



State of Idaho

DEPARTMENT OF WATER RESOURCES

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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

May 12, 2015

GRANDVIEW MUTUAL CANAL COMPANY
PO BOX 9
GRAND VIEW ID 83624-0009

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 02-10472**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

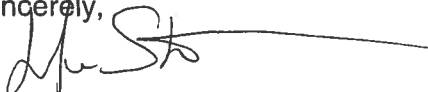
The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$1,020.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 60 acre-feet.

Please send a check for \$26,375.50 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$918.00 of the rental fee will be paid to the lessor(s) and 10% or \$102.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4910.

Sincerely,

For 
Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Rental Agreement

c: IDWR Front Desk

MEMORANDUM

To: Water Right 02-10472

From: Clay Webster

Date: 05/11/2015

Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: The Department received an incomplete application from the Grand View Mutual Canal Company to rent 10 cfs and 2250 af of water for 5 years. On January 6, 2015 we requested a land list grid for the Place of Use and Authorization from the land owners at the point of diversion. These were received with an amended application on January 20, 2015. The amendment listed 527 acres for a POU. I was only able to locate 7.07 cfs, 1551.5 af available in the bank for the five years requested on the application at this time. This will irrigate 358.1 acres in this area.

This rental will add a small portion of 0.30 cfs, 60.0 af and 15 acres worth of irrigation to the other rental (see WR 2-40) for only the 2015 season.

The application identified 5S3E sections 1, 2 and 12. However, I discovered that they had made an error on this description. The actual POU should have been identified as 5S2E sections 1, 2 and 12. I verified this by comparing their map to the satellite imagery as well as the Grandview Mutual Canal Company's area of responsibility.

AUTHORITY TO FILE: This application was signed by Randy Hipwell, he is listed as the Vice president of the Grandview Mutual Canal Company on the Idaho SOS web site.

WATER RIGHT VALIDITY: 02-10472 was split via transfer in 2011 from water right # 02-10449. A portion was leased in 2015. Satellite imagery shows that the leased acres have been idled. Forfeiture is not an issue at this time.

INJURY TO OTHER WATER RIGHTS: This right diverts water from CJ Strike Reservoir. The rental will also divert water out of CJ Strike Reservoir. Review staff has found no indications that this rental will cause injury to other water right users.

ENLARGEMENT OF USE: The applicant has identified a specific place of use to prevent enlargement of these rights.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The rented right(s) are subject to Water District # 02. The watermaster and regional office were consulted about this rental. They had no concerns.

Grandview Mutual Canal Company Rental 2015

