

DEPARTMENT OF
WATER RESOURCES

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:

Daniel P. Brown DANIEL P. BROWN PRES. 3-18-2015
Signature of Renter Printed Name and Title* 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 conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By Brian Patton Date March 19, 2015
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

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

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

BIG WOOD RIVER NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E BLAINE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/15 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	
01N	18E	15									8.3			24.1		1.9	9.3		43.6
01N	18E	22	39.0	39.0															78.0

Total Acres: 121.6

Total Combined Rental Acres 121.6

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. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 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. 37.



RECEIVED
OCT 06 2014
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

Water Supply Bank No. _____
(For Department Use Only)

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

Name of Renter Brown Ranches, INC. Phone 1(208)720-1982

Mailing address 247 Glendale Road, Bellevue, Idaho 83313 Email danbrown@sunvalley.net

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) 5.0 Maximum Volume (ac-ft) 358 Nature of Use Irrigation Period of Use 6/25/2013 to 7/31/2013

Total: 5.0 358

2. Source of water Blg wood River tributary to Malad River

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
1N	18E	12		NW	SE	SW	BLAINE

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	18E	15				8					8.2			25	40	33	40	40	194.2
1N	18E	14							8.3		32	40	39	34		33			186.3
1N	18E	22	39	39															78
1N	18E	23						38	37										75

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 533.5

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion? Yes ☐ No ☒
If no, list owner, contact information, and provide documentation of the authority to use the proposed point of diversion. Refer to attached sheet _____
2. Do you own the land at the proposed place of use? Yes ☒ No ☐
If no, list owner, contact information, and provide documentation of the authority to use the proposed place of use. _____

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
Head-gate for the Glendale Canal
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
37-22219, 37-22223, 37-562A
3. Will the proposed place of use receive water from any other source? Yes ☒ No ☐
If yes, describe. The above listed water rights from the Big Wood River
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. NA
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒
If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe. _____

E. RENTAL TERM

- Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☐ No ☒
If yes, please specify the number of years desired through proposed rental. 2015

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Daniel P. Brown
Signature of Applicant

DANIEL P. BROWN PRES.
Printed Name and Title*

October 2, 2014
Date

Signature of Applicant

Printed Name and Title*

Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney