

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

RECEIVED

FEB 12 2015

DEPARTMENT OF
WATER RESOURCES

This is to certify that: BEVERLY CRAWFORD
HARRY CRAWFORD
3384 W 3800 N
MOORE ID83255

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	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Total Rented Acres
34-282B	6/1/1897	Big Lost River	Sinks	0.37 cfs	112.0 AF	32.0 ac
34-856H	4/30/1884	Big Lost River	Sinks	0.74 cfs	162.8 AF	46.5 ac
Total Annual Combined Rental				1.11 cfs	274.8 AF	78.5 ac

Term of Rental: April 15, 2015 to December 31, 2019
Rental Fee: \$467.16 annually for years 2015 through 2017
\$549.60 annually for years 2018 through 2019

The fee for rental of the above-described water is \$4,671.60 for years 2015 through 2017 and \$5,496.00 for years 2018 through 2019. Because you own the above referenced water rights you are obligated to pay ten percent (\$467.16 for years 2015 through 2017 and \$549.60 for 2018 and 2019) to the Department for administrative costs only.

An annual payment shall be received by the Department prior to February 15th each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date. No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

Detailed water right conditions are attached.

SUPPORT DATA

IN FILE # 34-282B

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:

Sam Crawford
Signature of Renter

Harry Crawford, Owner
Printed Name and Title*

Feb 8, 2015
Date

Beverly Crawford
Signature of Renter

Beverly Crawford^{Owner}
Printed Name and Title*

Feb 8, 2015
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.

Brian Patton
By
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date February 13, 2015

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

LOCATION OF POINT(S) OF DIVERSION

BIG LOST RIVER

NWNW

Sec. 30, Twp 06N, Rge 26E, CUSTER County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

05/01 TO 10/15

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	
06N	26E	30		28			4		35	11.5									78.5

Total Acres: 78.5

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. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
11. Use of water under this right 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. 34.
12. Rights 34-282B and 34-856H when combined shall not exceed a total irrigation of 78.5 acres.

13. The period of use for irrigation described above may be extended in seasons of unusual characteristics to a beginning date of 04-20 and an ending date of 10-31 at the discretion of the Director of the Idaho Department of Water Resources.
14. The following rights are diverted through point(s) of diversion described above 34-49D.



RECEIVED
SEP 24 2014
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

RECEIVED
APR 17 2014
Department of Water Resources
Eastern Region

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Beverly and Harry Crawford

Mailing Address 3384 W 3800 N, Moore, ID 83255

Phone (208) 588-3326

Email Crawhb@hotmail.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. <u>Maximum Flow Rate (cfs)</u>	<u>Maximum Volume (ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>1.2 cfs</u>	<u>280</u>	<u>irrigation</u>	<u>5/1</u> to <u>10/15</u>
			to
			to
Total: <u>1.2 cfs</u>	<u>280</u>		

2. Source of water Big Lost River tributary to Sinks

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
6N	26E	30			NW	NW	Custer

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	26E	30		40			35	5											80

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

Total Acres 80

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. _____

2. Do you own the land at the proposed place of use?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written 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.

These rights will be diverted from an existing headgate from the Big Lost River into a pumping station. an existing ditch.

2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.

34-49D

3. Will the proposed place of use receive water from any other source?

Yes ☒ No ☐

If yes, describe. The purpose of the lease is to apply water to the place of use after 34-49D is out of priority, which is expected to occur early in the irrigation season.

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.

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. This rental accompanies lease applications by the same applicant for 34-856H and 24-282B. The intent is to apply those rights temporarily to the POU of 34-49D, because of the better priority date of 34-856H.

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.

5 years

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.

Signature of Applicant

Signature of Applicant

Printed Name and Title*

Bryce A. Contor, Senior Hydrologist
Printed Name and Title*

Date

Date

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

Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

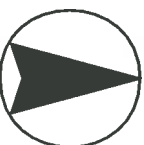


Rocky Mountain
ENVIRONMENTAL
ASSOCIATES, INC.
 482 Constitution Way, Idaho Falls, ID 83402
 208-524-2353

Crawford Water Supply Bank Lease/Rent Application

- | | | |
|---|-------------------------------------|---|
| ☐ Lease POD | ☐ Rental POD | ☐ Rental POU |
| ☒ Rental POD | ☐ Lease POU | ☐ Township/Range |
| | | ☐ Section |

Project 14-0019





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 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 3, 2017

BEVERLY AND HARRY CRAWFORD
3384 W 3800 N
MOORE ID 83255

RESPONSE DEADLINE
2/15/2017

RE: Water Supply Bank Rental Fees for 2017 Rental Agreements

Dear Renter,

The following are your 2017 water rentals from the Water Supply Bank:

Rental	Start	End	Water Right	Rental Volume (AF)	Total Rental Fee	Owner Fee (90%)	Admin Fee (10%)	Rental Fee Due Date
1	2015	2019	34-282B	112	\$190.40	\$0.00	\$190.40	2/15/2017
1	2015	2019	34-856H	162.8	\$276.76	\$0.00	\$276.76	2/15/2017
Total				274.80	\$467.16	\$0.00	\$467.16	2/15/2017

Our records indicate that payment has not yet been received for the above water right rentals.

If you have not already done so, please remit payment of **\$467.16** prior to the due dates above and enclose a copy of this letter with your payment.

If you have questions about your rental, you can contact me at 208-287-4918.

Regards,

Remington Buyer
Water Supply Bank Coordinator



State of Idaho

DEPARTMENT OF WATER RESOURCES

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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

February 17, 2015

BEVERLY CRAWFORD
HARRY CRAWFORD
3384 W 3800 N
MOORE ID 83255

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK WATER RIGHT NO(S). 34-282B
and 34-856H**

Dear Renter:

Please find enclosed a receipt in the amount of **\$467.16** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 274.8 acre-feet of water for irrigation of 78.5 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, the rental fee will be retained by the Department to offset administrative costs since you are the owner of the right(s).

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. C099917
Rental Agreement (copy)

c: Sascha Marston – Fiscal
James Cefalo – IDWR Eastern Regional Office
Todd Perkes-Water District # 34
Bryce Contor- Rocky Mountain Environmental Assoc. Inc