



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

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

March 8, 2013

SUPERCEDED

CHASE CARTER
441 S 900 W
BLACKFOOT ID 83221

**RE: APPLICATIONS TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 35-13991**

Dear Renter:

The Department of Water Resources acknowledges receipt of your applications to rent water from the Water Supply Bank. I have enclosed two Water Supply Bank Rental Agreements for your review and signature. Upon signature and return of both original agreements, together with the rental fee described below, the Department will also sign the original agreements and return executed copies to you. Execution of the agreements and compliance with the conditions of the approvals authorize diversion and use of water as provided in the agreements.

A rental fee of **\$714.00** was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 42.0 acre-feet for both rentals. An annual payment shall be received by the Department prior to the execution of this agreement and prior to March 15 in all subsequent years 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. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$714.00 made payable to the Idaho Department of Water Resources, together with the signed rental agreement, to my attention within 14 days so I can complete the processing. Pursuant to the Water Supply Bank Rules, 90% or \$642.60 of the rental fee will be paid to the lessor(s) and 10% or \$71.40 will be retained by the Department to offset administrative costs. If you have any questions, please contact me at (208) 287-4949.

Sincerely,

Nicholas Van Dyke
Sr. Water Resource Agent

Enclosure(s)

c: IDWR Front Desk
Lyle Swank – IDWR Eastern Regional Office
James Cefalo – Watermaster, Water District 120

SCANNED

MAR 09 2013

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

This is to certify that: CHASE CARTER
441 S 900 W
BLACKFOOT ID 83221
(208) 351-6684

SUPERCEDED

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	Rented Rate	Annual Rented Volume	Total Rented Acres
35-13991	0.09 CFS	32.0 AF	8.0

**COMBINED
RENTAL TOTALS:**

0.09 CFS 32.0 AF 8.0

TERM OF RENTAL:

January 1, 2013, to December 31, 2017

RENTAL FEE:

\$544.00

Detailed water right specific limitations and conditions attached.

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:

Dated this _____ day of _____, 20_____.

By: _____
(Print Name)

(Signature)

(Title if on behalf of company or organization)

Having determined that this agreement satisfies 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 this ____ day of _____, 20_____.

BRIAN PATTON, Administrator
Idaho Water Resource Board

WATER RIGHT NO. 35-13991
WATER SUPPLY BANK RENTAL AGREEMENT

The 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 below:

Renter: CHASE CARTER
 441 S 900 W
 BLACKFOOT ID 83221
 (208) 351-6684

Priority Date: 6/21/1955

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/31	0.09 CFS	32.0 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER NE¼SE¼ Sec. 25 Twp 03S Rge 32E BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03S	32E	25													6.0			2.0	8.0

Total Acres: 8.0

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.

**WATER RIGHT NO. 35-13991
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.

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

This is to certify that: CHASE CARTER
441 S 900 W
BLACKFOOT ID 83221
(208) 351-6684

SUPERCEDED

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	Rented Rate	Annual Rented Volume	Total Rented Acres
35-13991	0.03 CFS	10.0 AF	2.5

COMBINED RENTAL TOTALS:	0.03 CFS	10.0 AF	2.5
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TERM OF RENTAL: January 1, 2013, to December 31, 2017

RENTAL FEE: \$170.00

Detailed water right specific limitations and conditions attached.

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:

Dated this _____ day of _____, 20_____.

By: _____
(Print Name) (Signature)

(Title if on behalf of company or organization)

Having determined that this agreement satisfies 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 this ____ day of _____, 20_____.

BRIAN PATTON, Administrator
Idaho Water Resource Board

WATER RIGHT NO. 35-13991
WATER SUPPLY BANK RENTAL AGREEMENT

The 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 below:

Renter: CHASE CARTER
 441 S 900 W
 BLACKFOOT ID 83221
 (208) 351-6684

Priority Date: 6/21/1955

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/31	0.03 CFS	10.0 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER Lt. 2 (SW¼NW¼) Sec. 27 Twp 03S Rge 34E BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03S	32E	25							2.5 (Lt 2)										

Total Acres: 2.5

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.
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WATER RIGHT NO. 35-13991
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

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10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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. 120.

MEMORANDUM

SUPERCEDED

Date: March 7, 2013

To: File

From: Nick Van Dyke

Re: Chase Carter Application(s) to Rent Water from the Water Supply Bank

Purpose/Narrative: On June 11, 2012, the Department received two applications to rent water from the water supply bank. One rental is for 8 acres of irrigation on a parcel roughly 3 miles northwest of Pingree. The other rental is for 2.5 acres of irrigation on a parcel roughly a mile and a half east of the confluence of the Blackfoot and Snake Rivers. Both applications seek a rental term of 5 years. The applications were held and not processed due to other competing applications filed earlier in year 2012. Though filed in 2012, the requested 5 year rental period will be considered to begin in 2013 for this reason.

Email correspondence was traded between myself and Chase Carter (applicant) regarding some questions on the rental applications. See file.

Authority to File: Chris Carter signed the applications.

Water Right Validity: Right 35-13991 was identified as a viable candidate to satisfy both of the rentals. Right 35-13991 is a split of former right 35-2426, which was accepted into the bank in March of 2008 for an indefinite time period. No forfeiture concerns.

Injury to Other Water Rights: None anticipated. An ESPA analysis was run, no injury was predicted in any reach.

Enlargement of Use: None anticipated.

Local Public Interest: No issues identified.

Beneficial Use/Conservation of Water Resources: The rental appears to be consistent with conservation of water resources in Idaho.

Department Staff or Watermaster Comments: None. The watermaster for district 120 is aware of the rental and has no objections.

SCANNED

MAR 08 2013

Message

Reply Reply Forward Delete Move to Create Folder Rule Actions Other Actions

Respond to All

Block Sender Junk E-mail

Safe Lists

Categorize Follow Up Mark as Unread

Find Related Select

Save eDOCS DM

From: Chase Carter [ccarter@yahoo.com]
 To: Van Dyke, Nick
 Cc:
 Subject: Re: water supply bank rental applications

Sent: Thu 3/7/2013 12:12 PM

Message IMG_0003.pdf (2 MB)

Thanks for the email, I have attached the initialed map in regards to the stacked rights, i was wondering if there is any way to transfer the overlap elsewhere? thanks chase

— On Thu, 3/7/13, Van Dyke, Nick <Nick.VanDyke@idwr.idaho.gov> wrote:

From: Van Dyke, Nick <Nick.VanDyke@idwr.idaho.gov>
 Subject: water supply bank rental applications
 To: ccarter@yahoo.com
 Date: Thursday, March 7, 2013, 10:27 AM

Chase,

Following up our phone conversation earlier this morning, I've attached a copy of both the map you submitted last year with your 2.5 acre rental application and also a map I drew up that shows the legal parcels/descriptions. I've taken what you drew on your map and tried to apply it the best I could to the other one. Please confirm.

Regarding your question on rights 35-2718, 35-8705 and overlap, both rights were essentially decreed/licensed on the same ground. In the screen shot below, the yellow cross-shading represents the ground both rights cover. A common term used is the rights are "stacked." If you would like feel free to give me a call and I can further explain.

