

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

RECEIVED

This is to certify that: **GERALDINE BURGESS**
PO BOX 1416
CALDWELL, ID 83606
(208) 863-4081

OCT 07 2014

**DEPARTMENT OF
WATER RESOURCES**

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	Acre Limit	Total Rented Acres
63-33628	2/24/1976	Ground Water	NA	0.27 cfs	175.5 af	NA	39.0 ac

Annual Combined Rental Totals

0.27 cfs 175.5 af NA 39.0 ac

Term of Rental: April 15, 2014 to December 31, 2014

Rental Fee: \$298.35

The fee for rental of the above-described water is \$2,983.50. Because you own the above referenced water right you are obligated to pay ten percent (\$298.35) to the Department for administrative costs only.

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.

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:

Geraldine Burgess GERALDINE BURGESS 10/6/2014
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 Date October 8, 2014
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

GROUND WATER

SESW

Sec. 36, Twp 06N, Rge 03W, GEM County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/15 TO 09/01

RENTER'S PLACE OF USE:

IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	03W	36										25.0	8.0	6.0					39.0

Total Acres: 39.0

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. This rental agreement does not authorize the construction of a well.
11. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement formulated between the lessor and the renter. Administrative fees will be paid based on the current rental rate.
12. The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 15 and after September 1 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.

Well and pump to sprinkler irrigation system

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

none

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

Yes ☐ No ☒

If yes, describe.

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. not applicable

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.

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

Geraldine Burgess

Printed Name and Title*

Date

7/15/14

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

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

State of Idaho
Department of Water Resources

Water Right
63-33628

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

03W



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

Taxlots

0 0.05 0.1 0.2 Miles





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

November 19, 2014

Geraldine Burgess
PO BOX 1416
CALDWELL, ID 83606

COPY

**RE: EXPIRATION OF RENTAL AGREEMENT FOR WATER RIGHT NO(S). 63-33628
FROM THE WATER SUPPLY BANK**

Dear Renter:

This letter is to inform you that your Rental Agreement for rental of water from the Water Supply Bank has expired. You applied for the rental of water on 7/16/2014 and the subsequent Rental Agreement authorized diversion of water under Water Right No(s). 63-33628 through the 2014 season only.

The Rental Agreement is expired, or will be expired by the end of the season of use, and the water use in connection with the rental will no longer be in effect. Any diversion or use of water associated with this rental agreement is not authorized and, if occurring, will be subject to any necessary enforcement action.

If you wish to rent water in the future, please reapply using new forms from the Department's website at www.idwr.idaho.gov. If you have any questions regarding this matter, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

c: SPF Water Engineering
Roxanne Brown



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

October 9, 2014

GERALDINE BURGESS
PO BOX 1416
CALDWELL, ID 83606

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-33628**

Dear Renter:

Please find enclosed a receipt in the amount of **\$298.35** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 175.5 acre-feet of water for irrigation of 39.0 acres during 2014. 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) 287-4944.

Sincerely,

for Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

Enclosure(s): Receipt No. C099492
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Rachel Sommer – IDWR Western Regional Office
Roxanne Brown – SPF Water Engineering LLC



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

September 26, 2014

GERALDINE BURGESS
PO BOX 1416
CALDWELL, ID 83606

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-33628

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 \$2,983.50 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 175.5 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$298.35.**

Please send a check for \$298.35 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

for Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

Enclosure(s)

c: IDWR Front Desk
Roxanne Brown – SPF Water Engineering

Webster, Clay

From: Lester, Steve
Sent: Thursday, September 25, 2014 9:34 AM
To: Webster, Clay
Subject: RE: Regional comments on WSB Rental Application for Geraldine Burgess 63-33628

Clay –

I've been out of the office so late in replying. This one looks ok to me.

Steve

From: Webster, Clay
Sent: Thursday, September 18, 2014 9:38 AM
To: Lester, Steve
Subject: Regional comments on WSB Rental Application for Geraldine Burgess 63-33628

Steve,

I am currently processing this rental application for Ms. Burgess to Rent her own water right for the 2014 season. Do you have any concerns?

Sincerely,

Clay Webster

Water Resource Agent
clay.webster@idwr.idaho.gov
208-287-4910

Idaho Department of Water Resources (IDWR)
322 E. Front Street
P.O. Box 83720
Boise, ID 83720-0098
208-287-4800
www.idwr.idaho.gov



July 15, 2014

Remington Buyer
Idaho Dept. of Water Resources
322 E. Front St.
P.O. Box 83720
Boise, ID 83720

RECEIVED
JUL 16 2014
DEPARTMENT OF
WATER RESOURCES

Subject: Application for IWSB Rental
Water Right No. 63-33628 – Geraldine Burgess

Dear Remington,

SPF is happy to supply this letter to explain and clarify the enclosed IWSB rental application submitted by Geraldine Burgess. Ms. Burgess' water right (63-33628) was leased to the water supply bank in 2012 and has not been rented to date. The term of the lease expires in 2016.

Ms. Burgess is currently marketing the property to which the water right is appurtenant and has a potential buyer with concerns about the terms of the water bank lease. Ms. Burgess wishes to rent water right 63-33628 from the bank for the 2014 season to secure the right for her buyer. The new owner of the water right can then decide whether to terminate the lease after the property transaction closes in September 2014 and an ownership change for the water right is complete.

Please contact either me or Ms. Burgess with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Roxanne Brown", is written over a horizontal line.

Roxanne Brown

SPF Job No.: 961.0020