

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

RECEIVED

NOV 04 2013

DEPARTMENT OF
WATER RESOURCES

This is to certify that: MARK A MC DONOUGH
PO BOX 74
MELBA ID 83641
(208)919-0579 or (208)703-5081
Mark.mcdonough54@gmail.com

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
63-361	0.28 CFS	63.0 AF	14.0 AC
63-9807	0.40 CFS	90.0 AF	20.0 AC
COMBINED RENTAL TOTALS:	0.40 CFS	90.0 AF	20.0 AC

TERM OF RENTAL: May 1, 2013, to December 31, 2015

RENTAL FEE: **\$153.00 Annually**

The fee for rental of the above-described water is \$153.00. The rental fee will go the Department for administrative costs. An annual payment shall be received by the Department prior to April 1, the beginning of the irrigation season, 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.

Detailed water right specific limitations and conditions are 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 4th day of November, 2013.

By: MARK McDONOUGH
(Print Name)

Mark McDonough
(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 5th day of November, 2013.

Brian Patton
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 63-361
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: MARK A MC DONOUGH
 PO BOX 74
 MELBA ID 83641
 (208)919-0579 or (208)703-5081
Mark.mcdonough54@gmail.com

Priority Date: 4/1/1917

Source: GROUCH DRAIN

Tributary to: SNAKE RIVER

BENEFICIAL USE

IRRIGATION

From

03/01 to 11/15

To

Diversion Rate

0.28 CFS

Volume

63.0 AF

Total: 0.28 CFS

63.0 AF

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

GROUCH DRAIN (SE¼NE¼) Sec. 6 Twp 01S Rge 02W

CANYON County

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	
01S	02W	5	4.0 L4	8.0 L5	1.0 L3	7.0													20.0

Total Acres: 20.0 AC*

*Limited to 14.0 AC irrigation within one irrigation season.

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. 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. Rights 63-361 and 63-9807 when combined shall not exceed a total diversion rate of 0.40 cfs, a total annual maximum diversion volume of 90.0 af at the field headgate, and a total of 20.0 acres within one irrigation season.
12. Pursuant to a call in times of scarcity, this right is junior to Water Right Nos. 63-360A & 63-32527, 63-32528 and 63-32529 per Decree 63-T, Bachman et al vs Reynolds Irrigation District.



WATER RIGHT NO. 63-9807
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: MARK A MC DONOUGH
 PO BOX 74
 MELBA ID 83641
 (208)919-0579 or (208)703-5081
Mark.mcdonough54@gmail.com

Priority Date: 6/12/1982

Source: WASTE WATER

Tributary to: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/15	to 11/15	0.40 CFS	90.0 AF
	Total: 0.40 CFS			90.0 AF

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

WASTE WATER (SE¼NE¼) Sec. 6 Twp 01S Rge 02W

CANYON County

RENTER'S PLACE OF USE: IRRIGATION

Twps	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	02W	5	4.0 L4	8.0 L5	1.0 L3	7.0													20.0

Total Acres: 20.0 AC

CONDITIONS OF WATER USE

1. 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.
2. The use of water under this agreement shall be subject to the provisions of Idaho Code §42-1766.
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. Rights 63-361 and 63-9807 when combined shall not exceed a total diversion rate of 0.40 cfs, a total annual maximum diversion volume of 90.0 af at the field headgate, and a total of 20.0 acres within one irrigation season.
12. This right remains subject to the right of the original appropriator, in good faith and in compliance with state laws governing changes in use and/or expansion of water rights, to cease wasting water, to change the place or manner of wasting it, or to recapture it.
13. The use of water for irrigation under this right may begin as early as March 2, provided other elements of the right are not exceeded. The use of water before March 25 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than March 4, 2011.



RECEIVED

MAY 01 2013

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

(208) 703-5081
208-989-0579
~~208-331-1800~~

Name of Renter MARK A MCDONOUGH Phone 208-331-1800

Mailing address P.O. BOX 74, MELBA IDAHO 83641 Email mark.mcdonough54@gmail.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) 0.4 cfs Maximum Volume (ac-ft) 90 ac-ft. Nature of Use IRRIGATION Period of Use 3/1 to 11/15

Total: _____

2. Source of water waste water tributary to SNAKE RIVER

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	1/4	1/4	1/4	County
015	02W	06			SE	NE	CANYON County

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
015	02W	06	4	8	1	7													20

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 20

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. _____

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. Headgate, concrete ditches, siphon tubes, surface irrigation
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above. 63-9807 (Currently leased to and available from the IWRB WATER BANK)
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. N.A.
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

1. Do you wish to rent water from the Board's bank for more than one (1) year? 2013 Yes ☒ No ☐
If yes, please specify the number of years desired through proposed rental. upto 3 yrs

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.

Mark McDonough
Signature of Applicant

Mark McDonough
Printed Name and Title*

May 1, 2013
Date

Signature of Applicant

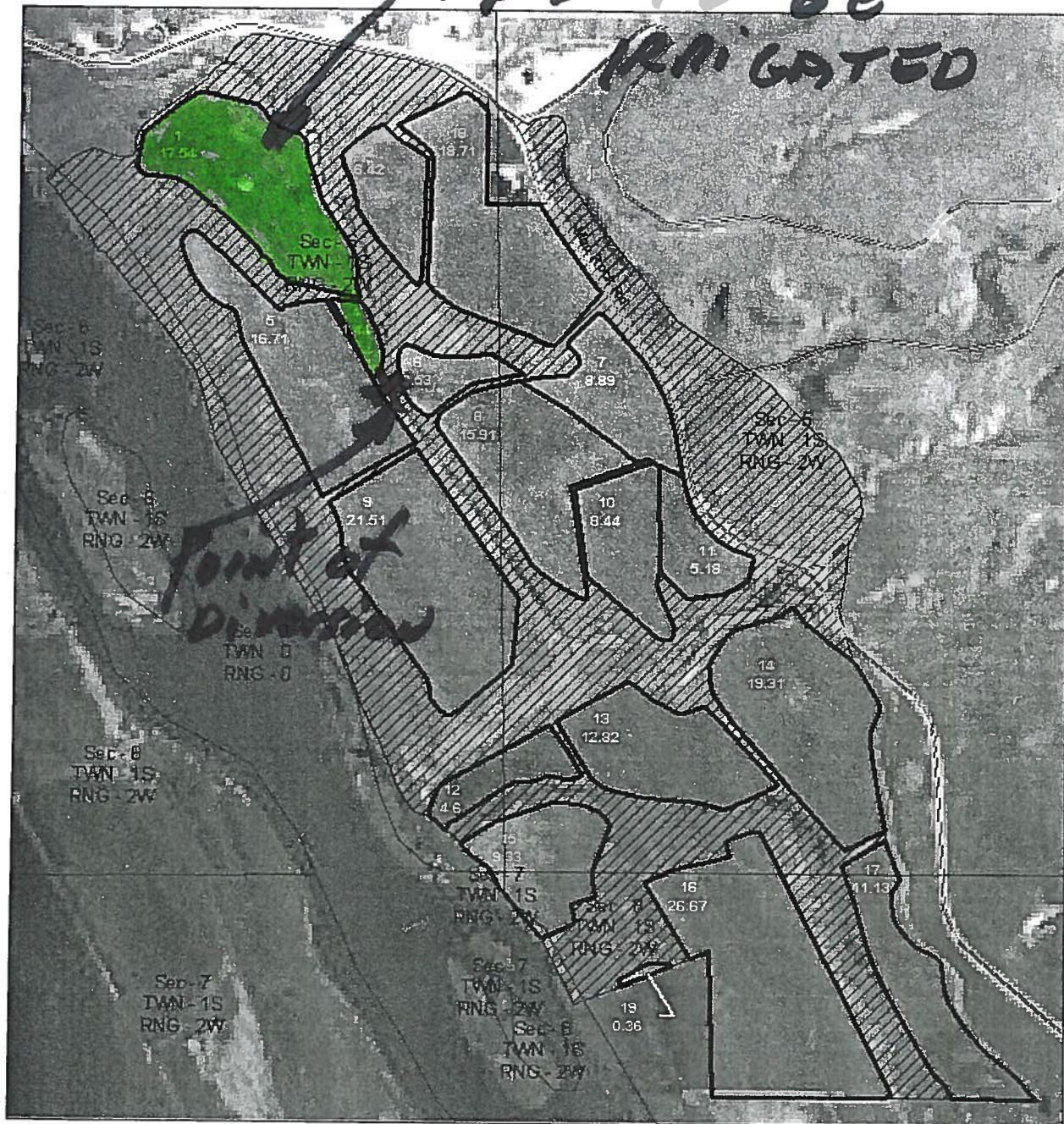
Printed Name and Title*

Date

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

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

LAND TO BE
IRRIGATED



United States Department of Agriculture
Farm Service Agency

Farm: 9969
Tract: 3890

Canyon County, ID
1:9,372



December 06, 2012

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-028 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Norm Brown

869 7438. phris

Toth - Steve

MelB

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 63-9807

WATER RIGHT NUMBER: 63-9807

Owner Type: Name and Address
Current Owner MARK A MC DONOUGH
PO BOX 74
MELBA, ID 83641
(208) 331-1800

Priority Date: 6/12/1982

Basis: Decreed

Status: Water Supply Bank Active

Source: Tributary:
WASTE WATER SNAKE RIVER

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	0.400 CFS	90.00 AF
	<u>Total Diversion</u>	0.400 CFS	

Location of Point(s) of Diversion:

WASTE WATER SENE Sec. 6, Twp 01S, Rge 02W B.M. CANYON County

Place of Use:

IRRIGATION within CANYON County

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	02W	6	4.0	8.0	1.0	7.0													20
			L4	L5	L3														
Total Acres: 20.0																			

Conditions of Approval:

1. G16 This right remains subject to the right of the original appropriator, in good faith and in compliance with state laws governing changes in use and/or expansion of water rights, to cease wasting water, to change the place or manner of wasting it, or to recapture it.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. S39 The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 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.
4. R32 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.
5. E55 Right Nos. 2-68, 63-361, 63-8389 and 63-9807 are limited to the irrigation of a combined total of 231 acres in a single irrigation season.
6. E51 Right Nos. 2-68, 63-361, 63-8389 and 63-9807 are limited to a total combined diversion rate of 4.62 cfs.

Comments:

1. mciscell 7/13/2006 12:00:00 AM POD
Comment: Changed POD to Nicholson Ditch off Grouch Drain. Location indicates water comes from the ditch.
2. mciscell 7/13/2006 12:00:00 AM POU
Comment: Recommended as licensed for QQs. Acreage differs by QQ but total acreage is the same.

Dates and Other Information:

Decreed Date: 3/4/2011
State or Federal: S
Civil Case Number: 39576
Judicial District: FIFTH
Mitigation Plan: False

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
4.62		231
Combined Water Rights: 2-2431, 2-2240, 63-361, 63-8389, 63-9807		
<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
3.5	875	175
Combined Water Rights: 2-2431, 2-2240		

SubCase: N/A

Water Supply Bank:

Lessor: MC DONOUGH, MARK A
Lease Status: Active
Lease Amount: All
Rental Availability: All
Date Received: 3/12/2004
Lease Begin Date: 1/1/2004



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

November 5, 2013

MARK A MC DONOUGH
PO BOX 74
MELBA ID 83641

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-361 and 63-9807**

Dear Renter:

Please find enclosed a receipt in the amount of **\$153.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 90.0 acre-feet of water for irrigation of 20.0 acres during 2013. 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) 287-4920.

Sincerely,

Sandy Hemenway
Senior Water Resource Agent

Enclosure(s): Receipt No. C097936
Rental Agreement (copy)

c: Sascha Marston – Fiscal
John Westra – IDWR Western Regional Office



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

October 2, 2013

GARY SPACKMAN
Director

MARK A MC DONOUGH
PO BOX 74
MELBA ID 83641

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-361 and 63-9807**

*****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 \$1530.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 90.0 acre-feet. Since you are both the lessor and the renter of the rights, **you are only obligated to pay the 10% administrative fee or \$153.00 annually.** 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 \$153.00 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) 287-4920.

Sincerely,

Sandy Hemenway
Sr. Water Resource Agent

Enclosure(s)

c: IDWR Front Desk

MEMORANDUM

To: Right(s) 63-361 and 63-9807

From: Sandy Hemenway

Date: 10/2/2013

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

PURPOSE/NARRATIVE:

The purpose is to rent water that Mark McDonough currently has in the water supply bank, pump water from the proposed POD to 20.0 acres that are currently covered under water rights 63-361 and 63-9807 (14.0 acres overlap each other). Mark is renting from himself, but renting out the property to a neighbor to farm.

AUTHORITY TO FILE:

Mark McDonough is the current owner of the property for the proposed place of use, and proposed point of diversion. He also is the current owner of the water rights that are leased into the water supply bank, and is the renter filing this rental application.

WATER RIGHT VALIDITY:

Both water rights 63-361 (3/4/2011) and 63-9807 (3/4/2011) are Decreed water rights with Active Status in the Water Supply Bank.

INJURY TO OTHER WATER RIGHTS:

None

ENLARGEMENT OF USE:

None, these are already overlapping water rights where water is going to reinstate using water to the grounds already Decreed.

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 conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:

None (63T is inactive).

OVERLAPS:

14.0 acres (both covered by 63-361 and 63-9807)

ADDITIONAL NOTES:

On 9/26/2013, Mark McDonough came into the office to confirm the actual acres for the water right 2-10209. For the water supply bank purposes, it was confirmed that this water right did not overlap the water rights being used in this rental. The acres Mark depicted were different from the Decreed acres (he showed the POU in only 2 QQ, instead of 3 QQ as shown on the Decreed water right). He was advised that to legally correct these acres, it would require an Application for Transfer to be filed.

Mark McDonough also stated that he rented out the acres that he had included on this rental application, and that the farmer had signed a lease for 3 years and had irrigated the property this irrigation season. Mark was debating on whether to take the water rights out of the water supply bank while this farmer was leasing the property. He was advised that if the water rights were taken out of the Bank, that he would have to start irrigating the entire property to prevent forfeiture, or put the portion not being rented by the farmer back into the Bank via a new WSB Lease Application.

RENTAL:

63-361	03/01 to 11/15	14.0 AC	0.28 CFS	63.0 AF
63-9807	03/15 to 11/15*	20.0 AC	0.40 CFS	90.0 AF
TOTAL		20.0 AC	0.40 CFS	90.0 AF*

Combined Limit: 0.40 CFS and 90.0 AF (4.5 AF headgate requirement X 20.0 AC), 20.0 AC

*Season of Use: 3/1 to 11/15 (condition S39 covers this issue)

FEES:

\$17 X 90.0 AF (amount rented to achieve 20.0 acres) = \$1530.00 per year

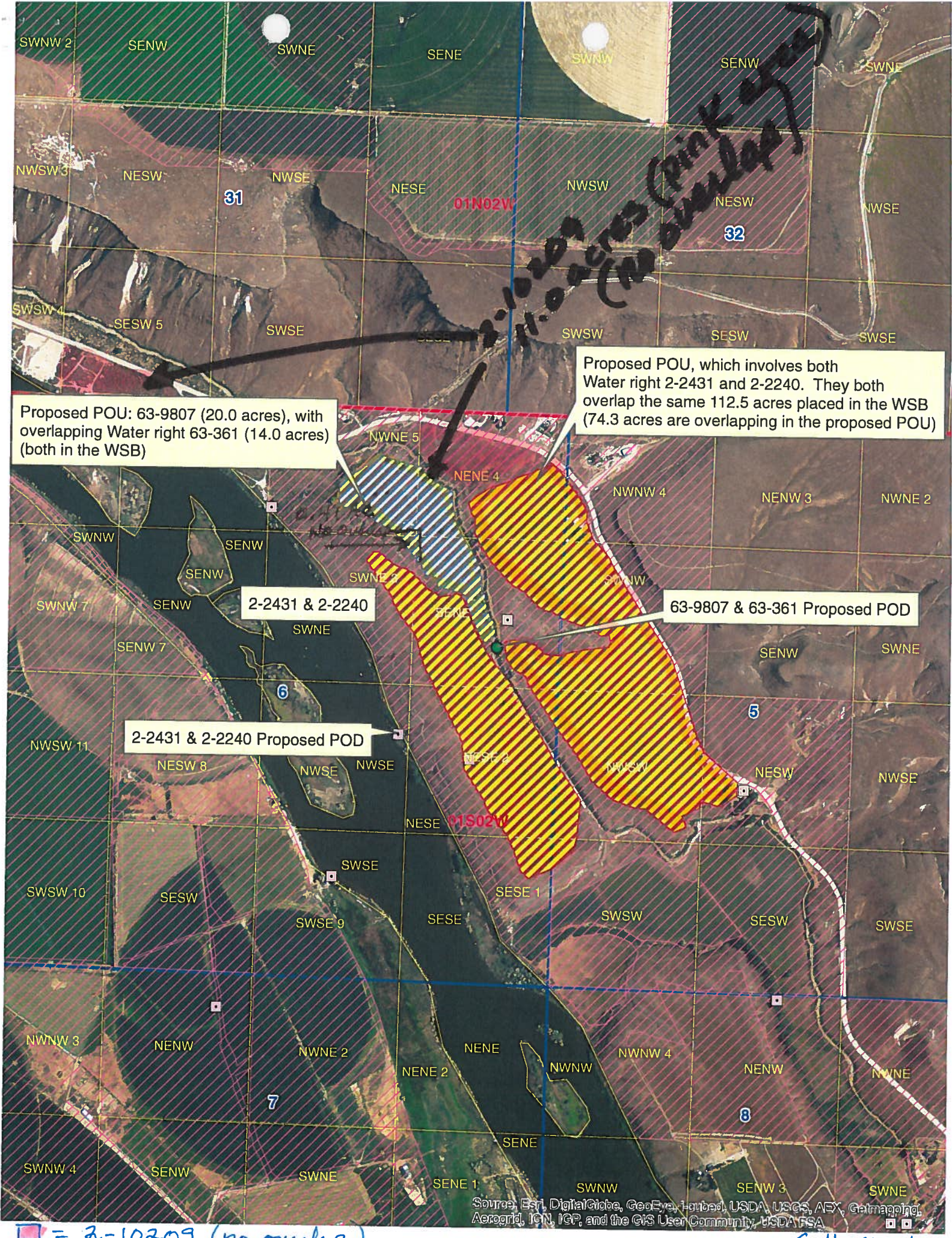
90% = \$1377.00. The renter is also the lessor, so no money exchange here.

10% = \$153.00. Amount paid to the Department.



McDonough USB Rental 63-361 + 63-9807

S. Hemenway



Proposed POU: 63-9807 (20.0 acres), with overlapping Water right 63-361 (14.0 acres) (both in the WSB)

Proposed POU, which involves both Water right 2-2431 and 2-2240. They both overlap the same 112.5 acres placed in the WSB (74.3 acres are overlapping in the proposed POU)

2-2431 & 2-2240

63-9807 & 63-361 Proposed POD

2-2431 & 2-2240 Proposed POD

□ = 2-10209 (no overlap)

← Home