



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

December 21, 2015

CITY OF EAGLE
PO BOX 1520
EAGLE ID 83616

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-32960**

Dear Renter:

Please find enclosed a receipt in the amount of **\$582.93** in connection with the rental of 342.9 acre-feet of water for municipal use during 2016. Upon receipt of this letter, you are authorized to divert water in compliance with the conditions of water use described in your rental 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 rights.

If you have any questions, please contact me at (208) 287-4910.

Sincerely,

Christina Field

for Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C101309

C: Sascha Marston – Fiscal

SCANNED
DEC 21 2015

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

RECEIVED

JUL 02 2013

DEPARTMENT OF
WATER RESOURCES

This is to certify that: CITY OF EAGLE
660 E CIVIC LN
PO BOX 1520
EAGLE ID 83616
(208) 331-1800

filed an application to rent water from the Water Supply Bank ("Bank") and has requested an extension of the same rental. 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
63-32960	2.00 CFS	342.9 AF	NA
COMBINED RENTAL TOTALS:	2.00 CFS	342.9 AF*	NA

*Limited to diversion of 266.7 AF annually

TERM OF RENTAL: January 1, 2013, to December 31, 2017

RENTAL FEE: \$582.93 annually

The fee for rental of the above-described water is \$582.93. The undersigned renter has a private agreement with the lessor of this right, and is therefore obligated to pay only the administrative fee of \$582.93 annually. An annual payment shall be received by the Department prior to January 1, 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 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 26th day of June, 2013.

By: Kellie Rekow
(Print Name)

Kellie Rekow
(Signature)

City of Eagle Water Dept
(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 3rd day of July, 2013.

Brian Patton
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

**WATER RIGHT NO. 63-32960
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: CITY OF EAGLE
660 E CIVIC LN
PO BOX 1520
EAGLE ID 83616
(208) 331-1800

Priority Date: 10/06/1973

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
MUNICIPAL	01/01	to 12/31	2.00 CFS	342.9 AF
	Total:		2.00 CFS	*342.9 AF

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

GROUND WATER	NW¼SW¼	Sec. 3	Twp 04N	Rge 01E	ADA County
GROUND WATER	SW¼SW¼	Sec. 3	Twp 04N	Rge 01E	ADA County
GROUND WATER	SW¼SW¼	Sec. 4	Twp 04N	Rge 01E	ADA County
GROUND WATER	SE¼NW¼	Sec. 11	Twp 04N	Rge 01W	ADA County
GROUND WATER	NW¼SE¼	Sec. 11	Twp 04N	Rge 01W	ADA County
GROUND WATER	SE¼SE¼	Sec. 11	Twp 04N	Rge 01W	ADA County

RENTER'S PLACE OF USE: MUNICIPAL

Place of use is within the service area of the City of Eagle municipal water supply system as provided for under Idaho Law.

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The renter is not authorized to divert more than the consumptive use portion of 342.9 acre-feet of ground water for municipal purposes under this agreement, which is a total annual diversion volume of 266.7 acre-feet.
3. The diversion of water under this agreement, when combined with rental of permit no. 63-12448 in the amount of 0.80 cfs, and water permit nos. 63-32089 and 63-32090, shall not exceed a total combined diversion rate of 2.23 cfs.
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 any permanent application for 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 or injury to other water rights while using water under this agreement.

**WATER RIGHT NO. 63-32960
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

9. Renter acknowledges and agrees that the Director may terminate diversion of water or require mitigation if the Director determines that diversion and use of water under this agreement causes injury to other water rights or that 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. In the event that continued water use is not authorized, the renter agrees to hold the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with the development of new and supplemental water uses.
13. Prior to diversion of water under this agreement, the renter shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.
14. Prior to diversion of water and during the term of this agreement, the renter shall comply with the conditions of approval set forth in the final order in the matter of applications to appropriate water nos. 63-32089 and 63-32090 in the name of the City of Eagle, issued by the Director of the Department of Water Resources on February 26, 2008.

