

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

RECEIVED

MAY 03 2013

DEPARTMENT OF  
WATER RESOURCES

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

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<br>Right | Rented<br>Rate | Annual Rented<br>Volume | Total Rented<br>Acres |
|----------------|----------------|-------------------------|-----------------------|
| 35-13340       | 0.05 CFS       | 8.8 AF                  | 2.2 AC                |
| 35-13362       | 0.01 CFS       | 1.2 AF                  | 0.3 AC                |

**COMBINED  
RENTAL TOTALS:**                      **0.05 CFS                      10.0 AF                      2.5 AC**

**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 1 day of May, 20 13.

By: CHASE CARTER  
(Print Name)

CHASE CARTER  
(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 6<sup>th</sup> day of May, 20 13.

Brian Patton  
BRIAN PATTON, Administrator  
Idaho Water Resource Board

SUPPORT DATA

IN FILE # 35-13340

SCANNED

MAY 08 2013

# **WATER RIGHT NO. 35-13340** **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:** 11/13/1972

**Source:** GROUND WATER

|                              |                    |                  |                              |                      |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| <b><u>BENEFICIAL USE</u></b> | <b><u>From</u></b> | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
| IRRIGATION                   | 04/01 to           | 10/31            | 0.05 CFS                     | 8.8 AF               |

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

GROUND WATER Lt. 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) Sec. 27 Twp 03S Rge 34E BINGHAM 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 |        |
| 03S | 32E | 25<br>27 |    |    |    |    |    |    | 2.5<br>(Lt 2) |    |    |    |    |    |    |    |    |    | 2.5    |

Total Acres: 2.5

Acre Limit within Place of Use described: 2.2

## **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.

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**WATER RIGHT NO. 35-13340  
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.
12. Rental of rights 35-13340 and 35-13362 when combined shall not exceed a total diversion rate of 0.05 cfs.

# **WATER RIGHT NO. 35-13362** **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:** 11/13/1972

**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  | 0.01 CFS              | 1.2 AF        |

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

GROUND WATER Lt. 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) Sec. 27 Twp 03S Rge 34E BINGHAM 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 |        |
| 03S | 32E | 25<br>27 |    |    |    |    |    |    | 2.5<br>(Lt 2) |    |    |    |    |    |    |    |    |    | 2.5    |

Total Acres: 2.5

Acre Limit within Place of Use described: 0.3

## **CONDITIONS OF WATER USE**

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- 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.
- 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.
- This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
- This rental agreement does not authorize the construction of a well.
- 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.
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 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.

SCANNED

MAY 08 2013

**WATER RIGHT NO. 35-13362  
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.
12. Rental of rights 35-13340 and 35-13362 when combined shall not exceed a total diversion rate of 0.05 cfs.



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](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

March 20, 2015

CHASE CARTER  
441 S 900 W  
BLACKFOOT ID 83221

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO(S). 35-13362 AND 35-13340**

Dear Renter:

Please find enclosed a receipt in the amount of **\$714.00** in connection with the rental of 42 acre-feet of water for irrigation during 2015. 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, 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) 287-4910.

Sincerely,

 Clay Webster  
Water Resource Agent  
WSB Process Point of Contact

Enclosure(s): Receipt No. C100133

c: Sascha Marston – Fiscal