



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

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

November 28, 2012

IDAHO WATER RESOURCE BOARD  
C/O BRIAN PATTON  
PO BOX 83720  
BOISE ID 83720-0098

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO(S). 73-12206, 73-12207, 73-12208, 73-12209, 73-12210, and 73-12211**

Dear Renter:

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 **\$1,230.50** was calculated based on the negotiated agreement. Please send a check 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, the entire fee will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4907.

Sincerely,

A handwritten signature in black ink that reads "Monica Van Bussum". The signature is fluid and cursive, with the first name "Monica" being more prominent than the last name "Van Bussum".

Monica Van Bussum  
Sr. Water Resource Agent

Enclosure(s)

c: IDWR Front Desk  
Lyle Swank– IDWR Eastern Regional Office  
Morgan Case – IDWR Northern Regional Office  
Ted ONeal – Watermaster, Water District 73

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

This is to certify that: IDAHO WATER RESOURCE BOARD  
PO BOX 83720  
BOISE ID 83720-0098  
(208) 287-4800

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
73-12206	0.07 CFS	NA	NA
73-12207	0.11 CFS	NA	NA
73-12208	0.11 CFS	NA	NA
73-12209	0.13 CFS	NA	NA
73-12210	0.30 CFS	NA	NA
73-12211	0.35 CFS	NA	NA
<b>COMBINED RENTAL TOTALS:</b>	<b>1.07 CFS</b>	<b>175.0 AF*</b>	<b>NA</b>

\*Annual use under this rental is limited to 125.0 AF.

**TERM OF RENTAL:** January 1, 2013, for an indefinite period

**RENTAL FEE:** \$1,230.50

The Department shall accept and retain \$1,230.50 as a one-time processing fee.

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 NOs. 73-12206, 73-12207, 73-12208, 73-12209, 73-12210 and 73-12211**

**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:** IDAHO WATER RESOURCE BOARD  
PO BOX 83720  
BOISE ID 83720-0098  
(208) 287-4800

**Priority Date:** As on the water rights

**Source:** SULPHUR CREEK **Tributary to:** PAHSIMEROI RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
MINIMUM STREAM FLOW	04/01	to 10/31	1.07 CFS	175.0 AF*
	<b>Total:</b>		<b>1.07 CFS</b>	<b>175.0 AF*</b>

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

SULPHUR CREEK (beginning of reach)	SW¼SW¼	Sec. 24	Twp 14N	Rge 21E	CUSTER County
SULPHUR CREEK (beginning of reach)	SE¼NW¼	Sec. 24	Twp 14N	Rge 21E	CUSTER County
SULPHUR CREEK (Lot 3) (end of reach)	SW¼NW¼	Sec. 24	Twp 14N	Rge 21E	CUSTER County

**RENTER'S PLACE OF USE:** MINIMUM STREAM FLOW

Place of Use is within the Idaho Water Resource Board's Minimum Stream Flow Right No. 73-7045.

**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 water rented under this agreement is appurtenant to irrigation of 50.0 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. 73-12206, 73-12207, 73-12208, 73-12209, 73-12210 and 73-12211**

**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. 73.
12. \*Annual use under this rental is limited to 125.0 acre-feet.
13. The rights listed below are limited to the irrigation of a combined total of 951.1 acres in a single irrigation season: Combined Right Nos.: 73-2B, 73-7A, 73-7B, 73-8B, 73-113, 73-140, 73-2164, 73-7000, 73-12206, 73-12207, 73-12208, 73-12209, 73-12210, and 73-12211.
14. After the deduction of this rental, the rights listed below are limited to the irrigation of a combined total of 901.1 acres in a single irrigation season. Combined Right Nos.: 73-2B, 73-7A, 73-7B, 73-8B, 73-113, 73-140, 73-2164, and 73-7000.