



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

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

August 30, 2012

ANTHONY YACOMELLA

2003 E QUEEN AVE

SPOKANE WA 99207

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 72-2149F**

Dear Renter:

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 **\$471.38 for 2012** was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 33.67 acre-feet. Beginning in 2013, the rental fee increases to \$17.00 per acre-foot. A rental fee of \$1034.39 was calculated for 2013 thru 2015. Please see the enclosed memorandum explaining the fee calculation. 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 \$471.38 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.

If you have any questions, please contact me at (208) 287-4949.

Sincerely,

Nicholas Van Dyke

Sr. Water Resource Agent

Enclosure(s)

c: Allen Merritt – IDWR Southern Regional Office
Nick Miller – Watermaster, Water District 170
Rick Phillips – Watermaster, Water District 72A

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

This is to certify that: **ANTONY YACOMELLA**
 2003 E QUEEN AVE
 SPOKANE WA 99207
 (509) 981-0429

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

	<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
	72-2149F	NA	66.67 AF	37.0 AC
COMBINED RENTAL TOTALS:		NA	66.67 AF	37.0 AC

TERM OF RENTAL:

January 1, 2012, to December 31, 2012
January 1, 2013, to December 31, 2013
January 1, 2014, to December 31, 2014
January 1, 2015, to December 31, 2015

RENTAL FEE:

\$471.38 for 2012
\$1,034.39 for 2013 thru 2015

The fee for rental of the above-described water is \$471.38 for 2012 and \$1,034.39 each year for 2013 thru 2015. An annual payment shall be received by the Department prior to March 15 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 _____ 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_____.

 GARY SPACKMAN, Interim Director
 Department of Water Resources

WATER RIGHT NO. 72-2149F 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: ANTONY YACOMELLA
2003 E QUEEN AVE
SPOKANE WA 99207
(509) 981-0429

Priority Date: 06/03/1958

Source: CHALLIS CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Volume</u>
IRRIGATION STORAGE	01/01 to	12/31	66.67 AF
IRRIGATION FROM STORAGE	04/01 to	10/31	66.67 AF
Total:			66.67 AF

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

CHALLIS CREEK	SE¼SW¼SE¼	Sec. 17	Twp 14N	Rge 19E	CUSTER County
CHALLIS CREEK	NE¼SW¼SE¼	Sec. 17	Twp 14N	Rge 19E	CUSTER County
CHALLIS CREEK	SE¼SW¼SE¼	Sec. 7 (Lot 10)	Twp 14N	Rge 19E	CUSTER County

RENTER'S PLACE OF USE: IRRIGATION STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
14N	17E	23											X						

RENTER'S PLACE OF USE: IRRIGATION FROM STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
14N	19E	17															1.0	36	37

Total Acres: 37

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.
- 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.

**WATER RIGHT NO. 72-2149F
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER 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. 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. 170.
11. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

