



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

May 22, 2012

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

KENTON DIRKS
PO BOX 565
GRANDVIEW ID 83624

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-7062 -Extension**

Dear Renter:

The Department of Water Resources acknowledges receipt of your request to extend the rental period proposed under your original 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, 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. The rental fee for the 2012 irrigation season has already been paid.

A rental fee of **\$4,900.00** for the 2012 rental year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 350 acre-feet. A rental fee of **\$5,950.00** was calculated for rental years 2013-2016 based on the designated rental rate of \$17.00 per acre-foot beginning next year times a diversion volume of 350 acre-feet. An annual payment shall be received by the Department prior to diversion of water each rental year. The agreement will be void if payment is not received prior to the due date.

Please send 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,

Nick Van Dyke
Sr. Water Resource Agent

Enclosure(s)

c: John Westra – IDWR Western Regional Office

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

This is to certify that: KENTON DIRKS
PO BOX 565
GRANDVIEW ID 83624
(208) 834-2034

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>
	2-7062	1.40 CFS	350.0 AF	70.0 AC
COMBINED RENTAL TOTALS:		1.40 CFS	350.0 AF	70.0 AC

TERM OF RENTAL: March 1, 2012 to November 15, 2012
March 1, 2013 to November 15, 2013
March 1, 2014 to November 15, 2014
March 1, 2015 to November 15, 2015
March 1, 2016 to November 15, 2016

RENTAL FEE: Year 2012 \$4,900.00
Years 2013-2016 \$5,950.00

The fee for rental of the above-described water is \$4,900.00 for year 2012 and \$5,950.00 per year after. An annual payment shall be received by the Department prior to March 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 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)

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. 2-7062

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: KENTON DIRKS
PO BOX 565
GRANDVIEW ID 83624
(208) 834-2034

Priority Date: 04/09/1970

Source: SNAKE RIVER **Tributary to:** COLUMBIA RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	11/15	1.40 CFS	350.0 AF
	Total:		1.40 CFS	350.0 AF

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

GROUND WATER L9 (SW¼SE¼SW¼) Sec. 34 Twp 05S Rge 04E OWYHEE County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06S	03E	3		35.0 (Lot 4)	35.0														70

Total Acres: 70.0

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 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 irrigation use and a priority date earlier than the date a partial decree is entered for this right.