



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
Interim Director

March 21, 2012

MARSHALL BECKER
31383 MUD FLAT RD
GRANDVIEW ID 83624

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 51-7027; OTHER WATER RIGHTS 57-7036 AND 57-7037**

Dear Renter:

On February 27, 2012, the Department returned your rental application originally filed January 12, 2012, citing insufficient water supply and concern regarding enlargement in the reasons we could not satisfy your request. After further review, the Department has completed and approved your rental request. 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 **\$15,750.00** per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 1,125 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to March 1, the beginning of the irrigation season, 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 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) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Enclosure(s)

c: John Westra – IDWR Western Regional Office
Hal Anderson – Idaho Water Engineering

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

This is to certify that: MARSHALL BECKER
 31383 MUD FLAT RD
 GRANDVIEW ID 83624
 (208) 834-2877
 BECKERMARSHALL@GMAIL.COM

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
	51-7027	4.50 CFS	1125.0 AF	463.0 AC
COMBINED RENTAL TOTALS:		4.50 CFS	1125.0 AF	463.0 AC

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

RENTAL FEE: \$15,750.00

The fee for rental of the above-described water is \$15,750.00 per year. 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)

 (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. 51-7027
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: MARSHALL BECKER
 31383 MUD FLAT RD
 GRANDVIEW ID 83624
 (208) 834-2877
 BECKERMARSHALL@GMAIL.COM

Priority Date: 10/18/1968

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/01	4.50 CFS	1125.0 AF
	Total:		4.50 CFS	1125.0 AF

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

GROUND WATER	SE $\frac{1}{4}$ SW $\frac{1}{4}$	Sec. 23 Twp 06S	Rge 03E	OWYHEE County
GROUND WATER	NW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 26 Twp 06S	Rge 03E	OWYHEE County
GROUND WATER	NE $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 27 Twp 06S	Rge 03E	OWYHEE 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	
06S	03E	22													26			37	63
06S	03E	23							40	40	40	40	40	40			40		280
06S	03E	26		40			40	40	40										160
06S	03E	27	40			39									32				111

Total Acres: 614.0

Acre Limit within Place of Use described: 463

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.

**WATER RIGHT NO. 51-7027
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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. The use of water for irrigation under this rental may begin as early as March 1 and may continue to as late as November 5, provided other elements of the right are not exceeded. The use of water after November 1 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
12. Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this rental.
13. Surface water is not to be used for irrigation of lands described above.
14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
15. If in times of scarcity, the right to use 57-7036 or 57-7037 is curtailed, use of 51-7027 under this rental must cease.
16. Right Nos. 57-7036 and 57-7037, when combined with this rental of Right No. 51-7027, shall not exceed a total diversion rate of 9.26 cfs, a total annual maximum diversion volume of 2083.5 AF at the field headgate and the irrigation of 463 acres.
17. Irrigation under this rental is limited to supplemental water use on the 463 acres within the place of use described above in a single irrigation season.