

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

This is to certify that: **DAVID SANDERS**  
2473 E 2100 N  
HAMER ID 83425  
(208)662-5437

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<br/>Right</u> | <u>Rented<br/>Rate</u> | <u>Annual Rented<br/>Volume</u> | <u>Total Rented<br/>Acres</u> |
|------------------------------------|------------------------|------------------------|---------------------------------|-------------------------------|
|                                    | 31-11443               | 0.66 CFS               | 99.0 AF                         | 33.0 AC                       |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |                        | <b>0.66 CFS</b>        | <b>99.0 AF</b>                  | <b>33.0 AC</b>                |

**TERM OF RENTAL:** April 1, 2012, to November 1, 2012  
April 1, 2013, to November 1, 2013

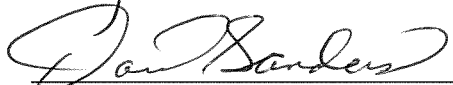
**RENTAL FEE:** \$1,386.00 annually

The rental fee will be divided such that IDWR retains \$138.60 as its administrative fee. The balance of \$1,247.40 will be paid to the lessor. An annual payment shall be received by the Department prior to execution of the rental and prior to April 1 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 2nd day of February, 2012.

By: Dave Sanders   
(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 8th day of February, 2012.<sup>M-B</sup>

  
for GARY SPACKMAN, Interim Director  
Department of Water Resources

# **WATER RIGHT NO. 31-11443** **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:** DAVID SANDERS  
 2473 E 2100 N  
 HAMER ID 83425  
 (208)662-5437

**Priority Date:** 05/14/1976

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| IRRIGATION            | 04/01         | to 11/1   | 0.66 CFS              | 99.0 AF        |
|                       | <b>Total:</b> |           | <b>0.66 CFS</b>       | <b>99.0 AF</b> |

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

|              |        |         |         |         |                  |
|--------------|--------|---------|---------|---------|------------------|
| GROUND WATER | SW¼NW¼ | Sec. 14 | Twp 07N | Rge 36E | JEFFERSON County |
| GROUND WATER | SE¼NE¼ | Sec. 15 | Twp 07N | Rge 36E | JEFFERSON 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 |        |
| 07N | 36E | 14  |    |     |      |    |    |    |    | 19.4 |    |    |    |    |    |     |    |    | 19.4   |
| 07N | 36E | 15  |    | 1.0 | 10.4 |    |    |    |    |      |    |    |    |    |    | 4.0 |    |    | 15.4   |

**Total Acres:** 34.8

**Acre Limit within Place of Use described:** 33.0

## **CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The use of water under this agreement is limited to the irrigation of 33 acres within the authorized place of use in a single irrigation season.
3. 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. 110.
4. 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 or any other department application process.
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.

