



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

January 30, 2012

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

DAVID SANDERS
2473 E 2100 N
HAMER ID 83425

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 31-11443**

Dear Mr. Sanders:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank for 2012 and 2013. I have enclosed a new 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 **\$1,386.00** per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 99.0 acre-feet. The agreement will be void if payment is not received.

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: Lyle Swank, Regional Mgr – IDWR Eastern Regional Office
James Cefalo – Watermaster, Water District 110

**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

	Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
	31-11443	0.66 CFS	99.0 AF	33.0 AC
COMBINED RENTAL TOTALS:		0.66 CFS	99.0 AF	33.0 AC

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 _____ 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. 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
	Total:		0.66 CFS	99.0 AF

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				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
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.

**WATER RIGHT NO. 31-11443
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer filed by the applicant for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.