



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

August 30, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

MAPLE LEAF INVESTMENTS LLC
C/O T.J. BUDGE
RACINE LAW OFFICE
201 E CENTER
PO BOX 1391
POCATELLO ID 83204

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 13-2092 AND 13-2179**

Dear Renter:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank"). 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 \$196.00 per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 10.0 acre-feet. Because of the nature of your agreement with the lessor, Franklin Cub River Pumping Co, you need to pay only the 10% administrative fee of **\$19.60** per year. At this time, the rental fee of **\$58.80 is due for 2009, 2010 and 2011**. Your payment is due prior to the execution of this agreement and prior to April 1 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 – Rental Agreement

c: Lyle Swank – IDWR Southern Regional Office
Kirk Iverson – Watermaster, Water District 13A

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

This is to certify that: MAPLE LEAF INVESTMENTS LLC
C/O T.J. BUDGE
RACINE LAW OFFICE
201 E CENTER
PO BOX 1391
POCATELLO ID 83204

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>
13-2092	0.08 CFS	14.0 AF	NA
13-2179	0.01 CFS	1.0 AF	NA

COMBINED

RENTAL TOTALS: **0.09 CFS** **14.0 AF*** **NA**

*This rental is limited to a total combined annual diversion volume of 10.0 AF.

TERM OF RENTAL:

April 1, 2009 to November 1, 2009
April 1, 2010 to November 1, 2010
April 1, 2011 to November 1, 2011
April 1, 2012 to November 1, 2012
April 1, 2013 to November 1, 2013

RENTAL FEE:

\$196.00

The total fee for rental of the above-described water is \$196.00. Per a private agreement with the lessor, the renter is required to pay the Department only the 10% administrative fee of **\$19.60** annually. An annual payment shall be received by the Department 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. 13-2092
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: MAPLE LEAF INVESTMENTS LLC
 C/O T.J. BUDGE
 RACINE LAW OFFICE
 201 E CENTER
 PO BOX 1391
 POCATELLO ID 83204

Priority Date: 06/01/1954

Source: CUB RIVER **Tributary to:** BEAR RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
RECREATION STORAGE	04/01	to 11/01		14.0 AF*
DIVERSION TO STORAGE	04/01	to 11/01	0.08 CFS	14.0 AF*
		Total:	0.08 CFS	14.0 AF*

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

CUB RIVER SW¼SE¼ Sec. 29 Twp 16S Rge 40E FRANKLIN County

RENTER'S PLACE OF USE: RECREATION 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
16S	40E	29														X	X		

Total Acres: NA

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 water rented under this agreement is appurtenant to irrigation of 4.0 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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.
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.

**WATER RIGHT NO. 13-2092
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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 renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 13A.
13. *The rental of Right Nos. 13-2092 and 13-2179 is limited to an annual diversion volume of 10.0 AF.

WATER RIGHT NO. 13-2179
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: MAPLE LEAF INVESTMENTS LLC
C/O T.J. BUDGE
RACINE LAW OFFICE
201 E CENTER
PO BOX 1391
POCATELLO ID 83204

Priority Date: 06/01/1954

Source: CUB RIVER **Tributary to:** BEAR RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
RECREATION STORAGE	04/01	to 11/01		1.0 AF*
DIVERSION TO STORAGE	04/01	to 11/01	0.01 CFS	1.0 AF*
		Total:	0.01 CFS	1.0 AF*

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

CUB RIVER SW¼SE¼ Sec. 29 Twp 16S Rge 40E FRANKLIN County

RENTER'S PLACE OF USE: RECREATION 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
16S	40E	29														X	X		

Total Acres: NA

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 water rented under this agreement is appurtenant to irrigation of 0.1 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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.
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.

**WATER RIGHT NO. 13-2179
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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 renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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. 13A.
13. *The rental of Right Nos. 13-2092 and 13-2179 is limited to an annual diversion volume of 10.0 AF.