



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 8, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

SHERI EAGLE STEVENS & W. GRANT STEVENS
C/O RANDALL C BUDGE
PO BOX 1391
POCATELLO, ID 83204-1391

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 37-22249**

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.

The agreement provides for rental of water during the 2009 through 2011 irrigation seasons. Pursuant to a private agreement between the lessor and the renter, the renter is only obligated to pay the administrative fee for rental of water through the Bank. A 10% administrative fee of \$195.02 per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 139.3 acre-feet. The total administrative fee for rental of water from 2009-2011 is **\$535.06**. This includes a credit for \$50 submitted with the original rental application and must be received prior to execution of this agreement (Receipt ID C088229). Payment must be received prior to execution of the agreement.

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: Regional Mgr – IDWR Southern Regional Office

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

This is to certify that: SHERI EAGLE STEVENS & W. GRANT STEVENS, H&W
 4644 LINCOLN BLVD STE 552
 MARINE DEL REY CA 90292
 (310) 827-2653

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
	37-22249	1.28 CFS	139.3 AF	39.8 AC
COMBINED RENTAL TOTALS:		1.28 CFS	139.3 AF	39.8 AC
TERM OF RENTAL:	<u>April 15, 2009 to October 31, 2011</u>			
RENTAL FEE:	<u>\$535.06</u>			

The total fee for rental of the above-described water is \$925.10. Pursuant to a private agreement between the lessor and the renter, the renter shall pay only the administrative fee for rental of the referenced water. The total administrative fee for rental of water from 2009-2011, including a \$50 credit for payments received (Receipt ID C088229), is \$535.06. Payment must be received prior to execution of this agreement.

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. 37-22249
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: SHERI EAGLE STEVENS & W. GRANT STEVENS, H&W
 4644 LINCOLN BLVD STE 552
 MARINE DEL REY CA 90292
 (310) 827-2653

Priority Date: 04/12/1883

Source: BIG WOOD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	1.28 CFS	139.3 AF
	Total:		1.28 CFS	139.3 AF

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

BIG WOOD RIVER SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 16 Twp 02N Rge 18 CASSIA 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
02N	18E	16													33.0	.8		6.0	39.8

Total Acres: 39.8

CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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.
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. No more than 1.57 cfs can be diverted for right nos. 37-22248 and 37-22249 from the point of diversion in SWSE Section 16 T2N R18E based on Transfer No. 2244. This represents a 2% conveyance loss between original point of diversion and the new point of diversion designated in the transfer.
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 the Department in any other action.
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.

**WATER RIGHT NO. 37-22249
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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 right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. Use of water under this agreement will be regulated by the 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. 37.