



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 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 21, 2015

JERRY ISAAC
28283 SHOO-FLY CUT-OFF RD
BRUNEAU ID 83604

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 51-7027**

Dear Renter:

Please find enclosed a receipt in the amount of **\$560.00** in connection with the rental of 40 acre-feet of water for irrigation during 2015. Upon receipt of this letter, you are authorized to divert water in compliance with the conditions of water use described in your rental agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$504.00 of the rental fee will be paid to the lessor(s) and 10% or \$56.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4910.

Sincerely,

for Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C100317

c: Sascha Marston – Fiscal



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 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 15, 2015

Jerry Isaac
28283 Shoo-Fly Cut-Off Rd
Bruneau ID 83604

RESPONSE DEADLINE

4/30/2015

RE: Water Supply Bank Rental Fees for 2015 Rental Agreements

Dear Renter,

The following are 2015 water rentals from the Water Supply Bank for which rental payment is past due:

Rental	Start	End	Water Right	Rental Volume (AF)	Total Rental Fee	Owner Fee (90%)	Admin Fee (10%)	Rental Fee Due Date
1	2011	2015	51-7027	40	\$560.00	\$504.00	\$56.00	4/15/2015
			Total	40	\$560.00	\$504.00	\$56.00	4/15/2015

Our records indicate that 2015 fees for the above rentals have not been received. Payment of **\$560.00** was previously requested and is now past due. If payment for the above rentals is not received by the deadline above, these rental agreements will be subject to cancellation. If you have recently remitted payment for this rental, kindly disregard this letter.

If you have questions about your rental, you can contact the Water Supply Bank at 208-287-4918.

Regards,

Remington Buyer
Water Supply Bank Coordinator

RECEIVED

APR 04 2011

DEPARTMENT OF
WATER RESOURCES

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

This is to certify that: JERRY ISAAC
28283 SHOO-FLY CUT-OFF RD
BRUNEAU ID 83604
(208) 845-2045
(208) 573-4550

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	0.16 CFS	40.0 AF	8.0 AC
COMBINED RENTAL TOTALS:	0.16 CFS	40.0 AF	8.0 AC

TERM OF RENTAL:

March 1, 2011 to November 1, 2011
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:

\$560.00

The fee for rental of the above-described water is \$560.00 per year. For the 2011 season, the renter is required to pay a one-time well upgrade fee of \$125.00. The total 2011 fee is \$685.00, \$56.00 of which will be for Bank administrative purposes, \$504.00 will go to the lessor and \$125 will be the upgrade fee. An annual payment shall be received by the Department prior to March 15 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 April, 2011.

By: Jerry Isaac
(Print Name)

[Signature]
(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 5th day of April, 2011.

for Monica VanBuren
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: JERRY ISAAC
28283 SHOO-FLY CUT-OFF RD
BRUNEAU ID 83604
(208) 845-2045
(208) 573-4550

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	0.16 CFS	40.0 AF
	Total:		0.16 CFS	40.0 AF

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

GROUND WATER SW¼NW¼SW¼ Sec. 14 Twp 07S Rge 04E OWYHEE 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
07S	04E	14										8.0							8.0

Total Acres: 8.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. 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.
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.

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

CONDITIONS OF WATER USE

11. The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, 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. Renter shall comply with the drilling permit requirements of Section 42-235, Idaho Code, and applicable Well Construction Rules of the Department.