



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

December 13, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

WILLIAM J MILLENKAMP
SUSAN MILLENKAMP
471 N 300 W
JEROME ID 83338

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 36-16683

Dear Renter:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank"). Enclosed, please find 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 \$672.00 for 2009 and \$1,344.00 per year for 2010 through 2014 was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 48 acre-feet in 2009 and 96 acre feet per year for 2010 through 2014. Payment of **\$2,016.00 is now due** for 2009 and 2010 and a payment of \$1,344.00 will be due by April 1, 2011, and 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.

You will notice the volume amounts between the first and second pages of both agreements will be different. This reflects the change in nature of use required by this rental. The water right leased is for irrigation and the rental you require is commercial for a dairy operation. The rental shows a total volume for commercial of 48 AF for 2009 and 96 AF for 2010 through 2014 because the original right included the field headgate requirement for irrigation. However, because part of your rental is for commercial, you are limited to the consumptive use, which is 24 AF for 2009 and 61 AF per year for 2010 through 2014. If you had been able to use the field headgate requirement, these amounts would be 32 AF and 84 AF, respectively. You are required to pay for the full field headgate requirement.

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): Rental agreement

c: Allen Merritt – IDWR Southern Regional Office
Cindy Yenter – Watermaster, Water District 130

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

This is to certify that: WILLIAM J MILLENKAMP
 SUSAN MILLENKAMP
 471 N 300 W
 JEROME ID 83338

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>
	36-16683	0.22 CFS	48.0 AF	11.0 AC
COMBINED RENTAL TOTALS:		0.22 CFS	48.0 AF	11.0 AC

TERM OF RENTAL: April 1, 2009 to October 31, 2009

RENTAL FEE: \$672.00

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. 36-16683 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: WILLIAM J MILLENKAMP
SUSAN MILLENKAMP
471 N 300 W
JEROME ID 83338

Priority Date: 02/26/1980

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/31	0.06 CFS	12.0 AF
COMMERCIAL	04/01 to	10/31	0.16 CFS	24.0 AF
	Total:		0.22 CFS	36.0 AF

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

GROUND WATER	SE¼NW¼NW¼	Sec. 27	Twp 07S	Rge 16E	JEROME County
GROUND WATER	SE¼NE¼	Sec. 28	Twp 07S	Rge 16E	JEROME County
GROUND WATER	NE¼NW¼	Sec. 28	Twp 07S	Rge 16E	JEROME County
GROUND WATER	SE¼NE¼	Sec. 28	Twp 07S	Rge 16E	JEROME County

RENTER'S PLACE OF USE: COMMERCIAL

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	16E	27						X	X										
07S	16E	28		X	X	X	X			X					X				

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	16E	27							1.5										1.5
07S	16E	28				1.5													1.5

Total Acres: 3.0

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- The water rented for commercial under this agreement is appurtenant to irrigation of 8 acres. 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
- 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.
- This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 36-16683
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

5. This rental agreement does not authorize the construction of a well. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 130.
11. Prior to diversion and use of water under this rental, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
12. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

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

This is to certify that: WILLIAM J MILLENKAMP
SUSAN MILLENKAMP
471 N 300 W
JEROME ID 83338

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
	36-16683	0.45 CFS	96.0 AF	24.0 AC
COMBINED RENTAL TOTALS:		0.45 CFS	96.0 AF	24.0 AC

TERM OF RENTAL: April 1, 2010 to October 31, 2010
April 1, 2011 to October 31, 2011
April 1, 2012 to October 31, 2012
April 1, 2013 to October 31, 2013
April 1, 2014 to October 31, 2014

RENTAL FEE: \$1,344.00 per year

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. 36-16683 **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: WILLIAM J MILLENKAMP
 SUSAN MILLENKAMP
 471 N 300 W
 JEROME ID 83338

Priority Date: 02/26/1980

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.06 CFS	12.0 AF
COMMERCIAL	04/01	to 10/31	0.39CFS	61.0 AF
	Total:		0.45 CFS	73.0 AF

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

GROUND WATER	SE¼NW¼NW¼	Sec. 27	Twp 07S	Rge 16E	JEROME County
GROUND WATER	SE¼NE¼	Sec. 28	Twp 07S	Rge 16E	JEROME County
GROUND WATER	NE¼NW¼	Sec. 28	Twp 07S	Rge 16E	JEROME County
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RENTER'S PLACE OF USE: COMMERCIAL

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	16E	27						X	X										
07S	16E	28		X	X	X	X			X					X				

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	16E	27							1.5										1.5
07S	16E	28				1.5													1.5

Total Acres: 3.0

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 water rented for commercial under this agreement is appurtenant to irrigation of 21 acres. 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
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.

**WATER RIGHT NO. 36-16683
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

5. This rental agreement does not authorize the construction of a well. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 130.
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