



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

September 20, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

KIRK EGBERT
1401 E 1300 N
TERRETON ID 83450

RE: APPLICATIONS TO LEASE AND RENT WATER FROM THE WATER SUPPLY BANK: WATER
RIGHT NOS. 31-7084, 31-7267A, 31-10964A, and 31-7569

Dear Lessor/Renter:

The Department of Water Resources ("Department") acknowledges receipt of your applications to lease and rent water from the Water Supply Bank ("Bank"). The offered water rights are accepted into the Bank in accordance with the attached Water Supply Bank Lease Acceptance. If you do not agree with the conditions of the Lease Acceptance and would like to withdraw your water right from the Bank, you must contact the Department within thirty (30) days of receipt of this notification. The right will automatically be released from the bank on **January 1, 2014**.

In addition, you will 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 \$3,486.00 per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 249 acre-feet. Since you are the lessor and the renter, you only need to pay for the Department's administrative costs, which are 10% of the total fee. Since this approval is retroactive, \$348.60 is due for the 2009 season and \$348.60 is due for the 2010 season, for a total now due of **\$697.20**. An annual payment of \$348.60 shall be received by the Department 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(s)

c: Lyle Swank – IDWR Eastern Regional Office
Keith Wilson – Rocky Mountain Environmental Associates
James Cefalo – Watermaster, Water District 110; IDWR Eastern Regional Office

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

This is to certify that: KIRK EGBERT
1401 E 1300 N
TERRETON ID 83450
(208) 663-4505

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>Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
31-7084	0.27 CFS	60.0 AF	20.0 AC
31-7267A	0.39 CFS	N/A	38.0 AC
31-10964A	0.45 CFS	133.0 AF	38.0 AC
31-7569	0.26 CFS	56.0 AF	16.0 AC

COMBINED RENTAL TOTALS	1.19 CFS	249.0 AF	74.0 AC
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TERM OF RENTAL: January 1, 2009 to December 31, 2013

RENTAL FEE: Total rental fee: **\$ 348.60**

The total fee for rental of the above-described water is \$3,486.00. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of **\$ 348.60**.

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 Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (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. 31-7084
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: KIRK EGBERT
 1401 E 1300 N
 TERRETON ID 83450
 (208) 663-4505

Priority Date: 03/26/1973

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	0.27 CFS	60.0 AF
TOTAL: 0.27 CFS				60.0 AF

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

GROUND WATER	NW¼NW¼	Sec. 1	Twp 07N	Rge 37E	JEFFERSON County
GROUND WATER	NW¼NE¼	Sec. 2	Twp 07N	Rge 37E	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	37E	1					32.3	32.3	32.3	32.3									129.2
07N	37E	2	32.3	32.3	32.3	32.3													129.2

Total Acres: 258.4

Acre Limit within Place of Use described: 20.0

CONDITIONS OF WATER USE

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. 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 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.
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. 31-7084
WATER SUPPLY BANK RENTAL AGREEMENT**

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. 110.

WATER RIGHT NO. 31-7267A
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: KIRK EGBERT
 1401 E 1300 N
 TERRETON ID 83450
 (208) 663-4505

Priority Date: 09/07/1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	11/01	0.52 CFS	N/A
TOTAL:			0.52 CFS	N/A

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

GROUND WATER	NW¼NW¼	Sec. 1	Twp 07N	Rge 37E	JEFFERSON County
GROUND WATER	NW¼NE¼	Sec. 2	Twp 07N	Rge 37E	JEFFERSON County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	37E	1					32.3	32.3	32.3	32.3									129.2
07N	37E	2	32.3	32.3	32.3	32.3													129.2

Total Acres: 258.4

Acre Limit within Place of Use described: 38.0

CONDITIONS OF WATER USE

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. 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 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.
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. 31-7267A
WATER SUPPLY BANK RENTAL AGREEMENT

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. Rental of rights 31-7267A and 31-10964A are limited to a total combined diversion rate of 0.66 cfs, diversion volume of 133 acre-feet, and irrigation of 38 acres.
12. 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. 110.

WATER RIGHT NO. 31-7569
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: KIRK EGBERT
 1401 E 1300 N
 TERRETON ID 83450
 (208) 663-4505

Priority Date: 12/12/1975

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	11/01	0.26 CFS	56.0 AF
	TOTAL: 0.26 CFS			56.0 AF

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

GROUND WATER	NW¼NW¼	Sec. 1	Twp 07N	Rge 37E	JEFFERSON County
GROUND WATER	NW¼NE¼	Sec. 2	Twp 07N	Rge 37E	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	37E	1					32.3	32.3	32.3	32.3									129.2
07N	37E	2	32.3	32.3	32.3	32.3													129.2

Total Acres: 258.4

Acre Limit within Place of Use described: 16.0

CONDITIONS OF WATER USE

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. 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 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.
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. 31-7569
WATER SUPPLY BANK RENTAL AGREEMENT

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. 110.

WATER RIGHT NO. 31-10964A
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: KIRK EGBERT
 1401 E 1300 N
 TERRETON ID 83450
 (208) 663-4505

Priority Date: 02/25/1959

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	0.61 CFS	180.3 AF
TOTAL: 0.61 CFS				180.3 AF

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

GROUND WATER	NW¼NW¼	Sec. 1	Twp 07N	Rge 37E	JEFFERSON County
GROUND WATER	NW¼NE¼	Sec. 2	Twp 07N	Rge 37E	JEFFERSON County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	37E	1					32.3	32.3	32.3	32.3									129.2
07N	37E	2	32.3	32.3	32.3	32.3													129.2

Total Acres: 258.4

Acre Limit within Place of Use described: 38.0

CONDITIONS OF WATER USE

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. 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 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.
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. 31-10964A
WATER SUPPLY BANK RENTAL AGREEMENT

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. Rental of rights 31-7267A and 31-10964A are limited to a total combined diversion rate of 0.66 cfs, diversion volume of 133 acre-feet, and irrigation of 38 acres.
12. 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. 110.