



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 13, 2010

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

BALL LAND LC
PO BOX 69
LEWISVILLE ID 83431

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 31-2465**

Dear Renter:

Please find enclosed a receipt in the amount of **\$ 735.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 52.5 acre-feet of water for the irrigation of 15 acres during 2010. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

If you have any questions, please contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Enclosure(s): Receipt No.C091535
Rental Agreement (copy)

c: Lyle Swank – IDWR Eastern Regional Office
James Cefalo – State Water District No. 110

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

RECEIVED
AUG 13 2010
DEPARTMENT OF
WATER RESOURCES

This is to certify that: BALL LAND LC
PO BOX 69
LEWISVILLE ID 83431
(208) 754-4651

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 <u>Right</u>	Rented <u>Rate</u>	Annual Rented <u>Volume</u>	Total Rented <u>Acres</u>
	31-2465	0.23 CFS	52.5 AF	15.0 AC
COMBINED RENTAL TOTALS:		0.23 CFS	52.5 AF	15.0 AC
TERM OF RENTAL:	<u>April 1, 2011 to October 31, 2011</u> <u>April 1, 2012 to October 31, 2012</u> <u>April 1, 2013 to October 31, 2013</u> <u>April 1, 2014 to October 31, 2014</u> <u>April 1, 2015 to October 31, 2015</u>			

RENTAL FEE: \$735.00 per year

The fee for rental of the above-described water is \$735.00 per year. An annual payment shall be received by the Department prior to April 1, the beginning of the irrigation season, 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 10 day of August, 2010.

By: Carl M. Ball
(Print Name)

Carlson Ball
(Signature)

Managing Member
(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 13th day of August, 2010.

Monica Van Buren
for GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 31-2465 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: BALL LAND LC
PO BOX 69
LEWISVILLE ID 83431
(208) 754-4651

Priority Date: 02/09/1961

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	0.23 CFS	52.5 AF
	Total:		0.23 CFS	52.5 AF

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

GROUND WATER SW¼NE¼NW¼ Sec. 15 Twp 07N Rge 36E 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	36E	15						15											15

Total Acres: 15

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. 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. 110.
3. Prior to the diversion and use of water under this agreement, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 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.
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.

**WATER RIGHT NO. 31-2465
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.