



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

July 7, 2009

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

IDAHO WATER RESOURCE BOARD
PO BOX 83720
BOISE ID 83720-0098

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 74-2320 AND 74-15190

Dear Renter:

Please find 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.

A rental fee of **\$1,777.78** was calculated based on an agreement between you and the water right owner. Please send a check made payable to the Idaho Department of Water Resources together with the signed rental agreement to my attention within ten (10) days of receipt of this letter so I can complete the processing.

If you have any questions, please contact me at (208) 287-4943.

Sincerely,

Aaron Marshall
Sr. Water Resource Agent

Enclosure(s)

c: Morgan Case – IDWR Planning Bureau

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

This is to certify that: IDAHO WATER RESOURCE BOARD
PO BOX 83720
BOISE ID 83720-0098

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>
	74-2320	0.53 CFS	63.3 AF	26.5 AC
	74-15190	0.19 CFS	63.3 AF	26.5 AC
COMBINED RENTAL TOTALS:		0.53 CFS	63.3 AF	26.5 AC

TERM OF RENTAL: June 1, 2009 to November 15, 2009

TOTAL RENTAL FEE: \$1,777.78

Under a private agreement between the lessor and renter, the total fee for this rental is \$1,777.78 and the negotiated payment to the lessor is \$1,600.00.

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 Section 42-1763, Idaho Code, 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____.

Director
Department of Water Resources

**WATER RIGHT NO. 74-2320
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: IDAHO WATER RESOURCE BOARD
PO BOX 83720
BOISE ID 83720-0098

Priority Date: 11/08/1957

Source: EIGHTEENMILE CREEK
TEXAS CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	06/01	to 11/15	0.53 CFS	63.3 AF
	Total: 0.53 CFS*			63.3 AF*

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

Under Water Right No. 74-14993:

LEMHI RIVER SW¼SE¼SE¼ Sec. 24 Twp 21N Rge 22E LEMHI County
(Beginning of Reach)

LEMHI RIVER L9 (SW¼SW¼SW¼) Sec. 32 Twp 22N Rge 22E LEMHI County
(Ending of Reach)

RENTER'S PLACE OF USE: INSTREAM FLOW

LEMHI RIVER WITHIN REACH DESCRIBED ABOVE

CONDITIONS OF WATER USE

- 1.* The use of water under this agreement is limited to the consumptive amounts of the leased portions of rights 74-2320 and 74-15190; a combined annual volume of 45.3 af and a continuous flow rate of 0.14 cfs from June 1 to November 15.
2. Delivery of water under this rental agreement is subject to the limitations and conditions of water right 74-14993.
3. 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. 74W and the renter's place of use is within State Water District No. 74.
4. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
5. 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 the ongoing Snake River Basin Adjudication or any other department application process.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 74-2320
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 74-15190
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: IDAHO WATER RESOURCE BOARD
PO BOX 83720
BOISE ID 83720-0098

Priority Date: 03/15/1966

Source: TEXAS CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INSTREAM FLOW	06/01 to	11/15	0.19 CFS	63.3 AF
	Total: 0.19 CFS*			63.3 AF*

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

Under Water Right No. 74-14993:

LEMHI RIVER SW¼SE¼SE¼ Sec. 24 Twp 21N Rge 22E LEMHI County
(Beginning of Reach)

LEMHI RIVER L9 (SW¼SW¼SW¼) Sec. 32 Twp 22N Rge 22E LEMHI County
(Ending of Reach)

RENTER'S PLACE OF USE: INSTREAM FLOW

LEMHI RIVER WITHIN REACH DESCRIBED ABOVE

CONDITIONS OF WATER USE

- * The use of water under this agreement is limited to the consumptive amounts of the leased portions of rights 74-2320 and 74-15190; a combined annual volume of 45.3 af and a continuous flow rate of 0.14 cfs from June 1 to November 15.
- Delivery of water under this rental agreement is subject to the limitations and conditions of water right 74-14993.
- 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. 74W and the renter's place of use is within State Water District No. 74.
- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- 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 the ongoing Snake River Basin Adjudication or any other department application process.
- 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.
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 74-15190
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.