



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

June 22, 2009

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

UNITED STATES BUREAU OF RECLAMATION
PN-3100, 1150 N CURTIS ROAD STE 100
BOISE ID 83706-1234

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 85-2146, 85-4483, AND 85-15424

Dear Renter:

The Department of Water Resources (Department) acknowledges receipt of your application to rent water from the Water Supply Bank (Bank). 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.

The total rental fee of \$11,046.00 was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 789.0 acre-feet. Since you are the lessor and the renter under this agreement the Department requires that you submit only the portion of the total payment to be retained for administrative fees in the amount of **\$1,104.60**. Please return the signed agreement along with payment to my attention within ten (10) days of receipt of this letter so I can complete the processing.

Please note that applications for rental of water must be reviewed in accordance with Idaho Code § 42-1763 and the Department's Water Supply Bank Rule 30 (IDAPA 37.02.03.030). This includes consideration of whether there will be injury to other water rights, whether the proposal would constitute an enlargement of the water rights, whether the water will be put to a beneficial use, whether the water supply available from applicable rights in the Bank is sufficient for the use intended and whether the proposal is in the local public interest. While a one-year rental usually involves a general review of the water rights and proposed use, rental of water over multiple years may require more comprehensive review, notice to advise anyone who desires to protest the proposed water use, and approval by the Idaho Water Resource Board.

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

Sincerely,

Aaron Marshall
Sr. Water Resource Agent

Enc: 1, 2009 Rental Agreement

c: Bob Haynes – IDWR Northern Regional Office

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

This is to certify that: UNITED STATES BUREAU OF RECLAMATION
PN-3100, 1150 N CURTIS ROAD STE 100
BOISE ID 83706-1234

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

Right	Rented Rate	Annual Rented Volume	Total Rented Acres
85-02146	N/A	up to 789.0 AF	N/A
85-04483	up to 2.6 CFS	up to 789.0 AF	N/A
85-15424	N/A	up to 789.0 AF	N/A
COMBINED RENTAL TOTALS	up to 2.6 CFS	up to 789.0 AF	N/A

TERM OF RENTAL: June 1, 2009 through October 31, 2009

RENTAL FEE: \$1,104.60

The total fee for rental of above-described water is \$11,046.00. The renter is also the lessor under this agreement and is therefore obligated to pay only the administrative fee of \$1,104.60.

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 37.02.03.030 (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_____.

DAVID R. TUTHILL, JR., Director
Department of Water Resources

WATER RIGHT NO. 85-02146 **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: UNITED STATES BUREAU OF RECLAMATION
 PN-3100, 1150 N CURTIS ROAD STE 100
 BOISE ID 83706-1234

Priority Date: 05/24/1922

Source: WEBB CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
MINIMUM STREAM FLOW FROM STORAGE	06/01	to 10/31	N/A	up to 789.0 AF
MINIMUM STREAM FLOW STORAGE	06/01	to 10/31	N/A	up to 789.0 AF
	Total:		N/A	up to 789.0 AF

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

WEBB CREEK	L18 (SE1/4SE1/4)	Sec. 17	Twp 35N	Rge 04W, B.M.	NEZ PERCE County (Rediversion)
WEBB CREEK	SE1/4SW1/4	Sec. 29	Twp 33N	Rge 03W, B.M.	NEZ PERCE County
WEBB CREEK	SE1/4SW1/4	Sec. 29	Twp 33N	Rge 03W, B.M.	NEZ PERCE County (Injection)
WEBB CREEK	L2 (NW1/4NE1/4)	Sec. 06	Twp 33N	Rge 03W, B.M.	NEZ PERCE County (Rediversion)
WEBB CREEK	NE1/4NE1/4)	Sec. 34	Twp 34N	Rge 04W, B.M.	NEZ PERCE County (Injection)
WEBB CREEK	L3 (NW1/4SW1/4)	Sec. 21	Twp 34N	Rge 04W, B.M.	NEZ PERCE County (Rediversion)
WEBB CREEK	L18 (SE1/4SE1/4)	Sec. 17	Twp 35N	Rge 04W, B.M.	NEZ PERCE County (Injection)
LAPWAI CREEK	L3 (SE1/4SW1/4NE1/4)	Sec. 22	Twp 36N	Rge 04W, B.M.	NEZ PERCE County (Ending of Reach)

RENTER'S PLACE OF USE: MINIMUM STREAM FLOW

MINIMUM STREAM FLOW IS IN SWEETWATER CREEK AND LAPWAI CREEK IN THE REACH ABOVE THE QUANTIFICATION POINT DESIGNATED FOR WATER RIGHT NO. 85-15603.

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Point of injection in T33N, R03W, S29, SESW is into Webb Creek. Point of rediversion in T33N, R03W, S06, Lot 2 (NWNE) is from Webb Creek via the Webb Creek Canal. Point of injection in T34N, R04W, S34, NENE is into the East Fork of Sweetwater Creek.
3. Use of water under right 85-02146, including the water use authorized under this rental agreement, may not exceed a total diversion volume of 2000 acre-feet.
4. Rental of the leased portions of water rights 85-02146, 85-04483, and 85-15424 is limited to a total combined diversion rate of 2.6 cfs and diversion volume of 789.0 acre-feet during the rental period.
5. The renter shall follow the measurement plan described in attachment A to the Application to Rent Water from the Water Supply Bank for the referenced water rights, and make measurement data available upon request by the department. The renter may coordinate with the Idaho Department of Water Resources to provide a special deputy in accordance with Idaho Code § 42-801.
6. Rental of the specified water 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 water, 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.

**WATER RIGHT NO. 85-02146
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. 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.
8. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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 right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

**WATER RIGHT NO. 85-04483
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: UNITED STATES BUREAU OF RECLAMATION
PN-3100, 1150 N CURTIS ROAD STE 100
BOISE ID 83706-1234

Priority Date: 06/01/1907

Source: SWEETWATER CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
MINIMUM STREAM FLOW	06/01 to	10/31	up to 2.6 CFS	up to 789.0 AF
	Total:		up to 2.6 CFS	up to 789.0 AF

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

SWEETWATER CREEK	L3 (NW1/4SW1/4)	Sec. 21 Twp 34N	Rge 04W, B.M.	NEZ PERCE County
LAPWAI CREEK	L3 (SE1/4SW1/4NE1/4)	Sec. 22 Twp 36N	Rge 04W, B.M.	NEZ PERCE County (Ending of Reach)

RENTER'S PLACE OF USE: MINIMUM STREAM FLOW

MINIMUM STREAM FLOW IS IN SWEETWATER CREEK AND LAPWAI CREEK IN THE REACH ABOVE THE QUANTIFICATION POINT DESIGNATED FOR WATER RIGHT NO 85-15603.

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 right 85-04483, including the water use authorized under this rental agreement, may not exceed a total diversion rate of 87.8 cfs or a total diversion volume of 10,500 acre-feet.
3. The renter may not divert water to fill the use authorized under this rental agreement unless it is water that could otherwise be diverted to storage from Mann Lake.
4. Rental of the leased portions of water rights 85-02146, 85-04483, and 85-15424 is limited to a total combined diversion rate of 2.6 cfs and diversion volume of 789.0 acre-feet during the rental period.
5. The renter shall follow the measurement plan described in attachment A to the Application to Rent Water from the Water Supply Bank for the referenced water rights, and make measurement data available upon request by the department. The renter may coordinate with the Idaho Department of Water Resources to provide a special deputy in accordance with Idaho Code § 42-801.
6. Rental of the specified water 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 water, 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.
7. 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.
8. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 85-04483
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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 right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO. 85-15424 **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: UNITED STATES BUREAU OF RECLAMATION
 PN-3100, 1150 N CURTIS ROAD STE 100
 BOISE ID 83706-1234

Priority Date: 12/01/1935

Source: WAHA LAKE

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
MINIMUM STREAM FLOW FROM STORAGE	06/01	to 10/31	N/A	up to 789.0 AF
MINIMUM STREAM FLOW STORAGE	06/01	to 10/31	N/A	up to 789.0 AF
	Total:		N/A	up to 789.0 AF

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

WAHA LAKE	NW1/4NW1/4	Sec. 09	Twp 33N	Rge 04W, B.M.	NEZ PERCE County (Injection)
WAHA LAKE	L5 (SE1/4SE1/4)	Sec. 09	Twp 33N	Rge 04W, B.M.	NEZ PERCE County
LAPWAI CREEK	L3 (SE1/4SW1/4NE1/4)	Sec. 22	Twp 36N	Rge 04W, B.M.	NEZ PERCE County (Ending of Reach)

RENTER'S PLACE OF USE: MINIMUM STREAM FLOW

MINIMUM STREAM FLOW IS IN SWEETWATER CREEK AND LAPWAI CREEK IN THE REACH ABOVE THE QUANTIFICATION POINT DESIGNATED FOR WATER RIGHT NO 85-15603.

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Point of injection in T33N, R04W, NWNW is into an unnamed stream tributary to the West Fork of Sweetwater Creek.
3. Use of water under right 85-15424, including the water use authorized under this rental agreement, may not exceed a total diversion volume of 3497.5 acre-feet.
4. Rental of the leased portions of water rights 85-02146, 85-04483, and 85-15424 is limited to a total combined diversion rate of 2.6 cfs and diversion volume of 789.0 acre-feet during the rental period.
5. The renter shall follow the measurement plan described in attachment A to the Application to Rent Water from the Water Supply Bank for the referenced water rights, and make measurement data available upon request by the department. The renter may coordinate with the Idaho Department of Water Resources to provide a special deputy in accordance with Idaho Code § 42-801.
6. Rental of the specified water 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 water, 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.
7. 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.
8. 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. 85-15424
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 right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.