



## 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](http://www.idwr.idaho.gov)

May 29, 2009

C. L. "BUTCH" OTTER  
Governor

DAVID R. TUTHILL, JR.  
Director

JAY BROWN  
6379 SW DIVISION RD  
MOUNTAIN HOME ID 83647

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO(S). 61-2188 AND 61-7151

Dear Mr. Brown:

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 \$5,964.00 was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 426.0 acre-feet. Ten percent (10%) of the rental fee is retained by the Department for administrative fees in accordance with Water Supply Bank rules, IDAPA 37.02.03.01. The remaining ninety percent (90%) is issued back to the lessor of the above referenced water right(s) in the form of a warrant. Since you are the lessor and the renter under this agreement, the Department requires that you submit only the portion to be retained for administrative fees. Therefore, a fee of **\$596.40** must be paid in accordance with the rental agreement. Please send a check payable to the Idaho Department of Water Resources along with the signed rental agreement within fourteen (14) days 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

Enclosure(s)

c: John Westra – IDWR Western

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

This is to certify that: JAY BROWN  
 6379 SW DIVISION RD  
 MOUNTAIN HOME ID 83647  
 (208) 590-1744

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<br/>Right</u> | <u>Rented<br/>Rate</u> | <u>Annual Rented<br/>Volume</u> | <u>Total Rented<br/>Acres</u> |
|------------------------------------|------------------------|------------------------|---------------------------------|-------------------------------|
|                                    | 61-2188                | 1.14 CFS               | 254.0 AF                        | 57.0 AC                       |
|                                    | 61-7151                | 0.49 CFS               | 172.0 AF                        | 43.0 AC                       |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |                        | <b>1.14 CFS</b>        | <b>426.0 AF</b>                 | <b>100.0 AC</b>               |

**TERM OF RENTAL:** March 15, 2009 to November 15, 2009

**RENTAL FEE:** \$596.40

The total fee for rental of the above-described water is \$5,964.00. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$596.40.

Detailed water right specific limitations and conditions attached.

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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)

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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\_\_\_\_\_.

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

# WATER RIGHT NO. 61-2188

## 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:** JAY BROWN  
6379 SW DIVISION RD  
MOUNTAIN HOME ID 83647  
(208) 590-1744

**Priority Date:** 02/17/1966

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>   |
|-----------------------|---------------|-----------|-----------------------|-----------------|
| IRRIGATION            | 03/15 to      | 11/15     | 1.14 CFS              | 254.0 AF        |
|                       | <b>Total:</b> |           | <b>1.14 CFS</b>       | <b>254.0 AF</b> |

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

GROUND WATER NW¼SW¼SW¼ Sec. 11 Twp 04S Rge 05E ELMORE 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   |        |
| 04S | 05E | 10  | 20.0 |    |    | 40.0 |    |      |      |    |    |      |      |    | 39.0 |    |    | 39.0 | 138.0  |
| 04S | 05E | 11  |      |    |    |      |    | 25.0 | 39.0 |    |    | 38.0 | 39.0 |    |      |    |    |      | 141.0  |
| 04S | 05E | 14  |      |    |    |      |    | 39.0 | 39.0 |    |    | 16.0 |      |    |      |    |    |      | 94.0   |

Total Acres: 373.0

Acre Limit within Place of Use described: 57.0

### CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. 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.
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. 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.

**WATER RIGHT NO. 61-7151**  
**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:** JAY BROWN  
 6379 SW DIVISION RD  
 MOUNTAIN HOME ID 83647  
 (208) 590-1744

**Priority Date:** 04/09/1973

**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  | 0.49 CFS              | 172.0 AF        |
|                       | <b>Total:</b> |           | <b>0.49 CFS</b>       | <b>172.0 AF</b> |

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

GROUND WATER NW¼SW¼SW¼ Sec. 11 Twp 04S Rge 05E ELMORE 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   |        |
| 04S | 05E | 10  | 20.0 |    |    | 40.0 |    |      |      |    |    |      |      |    | 39.0 |    |    | 39.0 | 138.0  |
| 04S | 05E | 11  |      |    |    |      |    | 25.0 | 39.0 |    |    | 38.0 | 39.0 |    |      |    |    |      | 141.0  |
| 04S | 05E | 14  |      |    |    |      |    | 39.0 | 39.0 |    |    | 16.0 |      |    |      |    |    |      | 94.0   |

Total Acres: 373.0

Acre Limit within Place of Use described: 43.0

**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. 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.
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. 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.