



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

March 12, 2009

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

GERALD BASHAW
BRETT AND PATRICIA BASHAW FAMILY TRUST
PO BOX 767
PICABO ID 83348

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 37-2683B AND 37-7349B

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.

A rental fee of **\$1,176.00** was calculated based on \$14.00 per acre-foot times a diversion volume of 84.0 acre-feet. 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.

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
Water Allocation Bureau

Enc: 1

c: Allen Merritt – IDWR Southern Regional Office
Kevin Lakey – State Water District No. 37M
Zach Latham – Brockway Engineering

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

This is to certify that: GERALD BASHAW
BRETT AND PATRICIA BASHAW FAMILY TRUST
PO BOX 767
PICABO ID 83348
(208) 788-6571

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>
	37-2683B	0.44 CFS	67.1 AF	20.1 AC
	37-7349B	0.17 CFS	31.0 AF	8.8 AC
COMBINED RENTAL TOTALS:		0.49 CFS	84.0 AF	21.5 AC

TERM OF RENTAL: April 1, 2009 to November 1, 2009 under 37-2683B
April-15, 2009 to October 15, 2009 under 37-7349B

RENTAL FEE: \$1,176.00

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 37.02.03030 (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. 37-2683B
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: GERALD BASHAW
 BRETT AND PATRICIA BASHAW FAMILY TRUST
 PO BOX 767
 PICABO ID 83348
 (208) 788-6571

Priority Date: 08/23/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.44 CFS	67.1 AF
	Total:		0.44 CFS	67.1 AF

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

GROUND WATER	NW¼NE¼SW¼	Sec. 20	Twp 01S	Rge 20E	BLAINE County
GROUND WATER	NE¼NE¼SW¼	Sec. 20	Twp 01S	Rge 20E	BLAINE County (Injection)
GROUND WATER	SW¼SW¼SE¼	Sec. 22	Twp 01S	Rge 20E	BLAINE County (Rediversion)
GROUND WATER	SW¼NE¼NE¼	Sec. 27	Twp 01S	Rge 20E	BLAINE County (Rediversion)
GROUND WATER	NE¼NW¼NE¼	Sec. 27	Twp 01S	Rge 20E	BLAINE County (Rediversion)

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	
01S	20E	22			25.4	7.2									20.5	38.9	18.3	40.5	150.8
01S	20E	23											17.6						17.6
01S	20E	26						13.4											13.4
01S	20E	27	16.0	2.3															18.3

Total Acres: 200.1

Acre Limit within Place of Use described: 20.1

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
37-2683B, 37-7349B	0.49 CFS	84.0 AF	21.5 AC

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- Prior to diversion of water under this agreement, the renter shall provide a means of measurement and lockable controlling works for the authorized ground water point of diversion, point of injection into Silver Creek, and points of rediversion from Silver Creek. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
- 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. 37M.
- Rental of rights 37-2683B and 37-7349B is limited to the irrigation of a combined total of 21.5 acres within the place of use described above.

**WATER RIGHT NO. 37-2683B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

5. Rental of this right is limited to the irrigation of 20.1 acres within the place of use described above in a single irrigation season.
6. Rediversion of ground water from Silver Creek under this agreement shall not exceed the amount of ground water actually diverted from the authorized well and injected into Silver Creek.
7. The total instantaneous diversion of water from all points of rediversion from Silver Creek under this agreement shall not exceed 0.49 cfs or a total annual volume of 84.0 af.
8. 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.
9. 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.
10. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
11. This rental agreement does not authorize the construction of a well.
12. 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.
13. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
14. 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.
15. 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.
16. 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. 37-7349B
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: GERALD BASHAW
 BRETT AND PATRICIA BASHAW FAMILY TRUST
 PO BOX 767
 PICABO ID 83348
 (208) 788-6571

Priority Date: 03/07/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/15	0.17 CFS	31.0 AF
	Total:		0.17 CFS	31.0 AF

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

GROUND WATER	NW¼NE¼SW¼	Sec. 20 Twp 01S Rge 20E	BLAINE County
GROUND WATER	NE¼NE¼SW¼	Sec. 20 Twp 01S Rge 20E	BLAINE County (Injection)
GROUND WATER	SW¼SW¼SE¼	Sec. 22 Twp 01S Rge 20E	BLAINE County (Rediversion)
GROUND WATER	SW¼NE¼NE¼	Sec. 27 Twp 01S Rge 20E	BLAINE County (Rediversion)
GROUND WATER	NE¼NW¼NE¼	Sec. 27 Twp 01S Rge 20E	BLAINE County (Rediversion)

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	
01S	20E	22			25.4	7.2									20.5	38.9	18.3	40.5	150.8
01S	20E	23											17.6						17.6
01S	20E	26						13.4											13.4
01S	20E	27	16.0	2.3															18.3

Total Acres: 200.1

Acre Limit within Place of Use described: 8.8

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
37-2683B, 37-7349B	0.49 CFS	84.0 AF	21.5 AC

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Prior to diversion of water under this agreement, the renter shall provide a means of measurement and lockable controlling works for the authorized ground water point of diversion, point of injection into Silver Creek, and points of rediversion from Silver Creek. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
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. 37M.
4. Rental of rights 37-2683B and 37-7349B is limited to the irrigation of a combined total of 21.5 acres within the place of use described above.

**WATER RIGHT NO. 37-7349B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

5. Rental of this right is limited to the irrigation of 8.8 acres within the place of use described above in a single irrigation season.
6. Rediversion of ground water from Silver Creek under this agreement shall not exceed the amount of ground water actually diverted from the authorized well and injected into Silver Creek.
7. The total instantaneous diversion of water from all points of rediversion from Silver Creek under this agreement shall not exceed 0.49 cfs or a total annual volume of 84.0 af.
8. 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.
9. 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.
10. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
11. This rental agreement does not authorize the construction of a well.
12. 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.
13. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
14. 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.
15. 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.
16. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.