



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

September 4, 2008

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

MOTIVEPOWER INC
4600 APPLE ST
BOISE ID 83716

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-8006**

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, 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.

On the application you requested a rental diversion rate of 1.09 cfs and a diversion volume of 10.0 acre-feet. The diversion rate applied to this rental agreement is the amount proportional to the requested diversion volume based on the amount authorized under the water right rented.

A rental fee of **\$140.00** was calculated based on \$14.00 per acre-foot times a diversion volume of 10.0 acre-feet. Enclosed is a receipt for the rental fee payment received by the Department on September 2, 2008. Please sign the enclosed rental agreement and mail it 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 Section 42-1763, Idaho Code, 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: John Westra – IDWR Western Regional Office

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

This is to certify that: **MOTIVEPOWER INC**
4600 APPLE ST
BOISE ID 83716

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>
	63-8006	0.04 CFS	10.0 AF	N/A
COMBINED RENTAL TOTALS:		0.04 CFS	10.0 AF	N/A

TERM OF RENTAL: September 1, 2008 to December 31, 2008

RENTAL FEE: \$140.00

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. 63-8006
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: MOTIVEPOWER INC
 4600 APPLE ST
 BOISE ID 83716

Priority Date: 07/15/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INDUSTRIAL	09/01	12/31	0.04 CFS	10.0 AF
	Total:		0.04 CFS	10.0 AF

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

GROUND WATER SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 36 Twp 03N Rge 02E ADA County

RENTER'S PLACE OF USE: INDUSTRIAL

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	02E	36						X											

Total Acres: N/A

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
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.

Idaho Department of Water Resources Receipt

Receipt ID: W036876

Payment Amount	\$140.00	Date Received	9/2/08 3:20	Region	WESTERN
Payment Type	Check	Check Number	7070003060		
Payer	MOTIVEPOWER				

Comments WATER BANK RENTAL FEE

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$14.00	WATER BANK-DEPARTMENT SHARE	0229	21	55109	1205
\$126.00	WATER BANK-OWNER SHARE	0229	21	55109	1205



Signature Line (Department Representative)