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

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

March 17, 2008

LAVAR THORNTON
2800 S TEN MILE RD
KUNA ID 83634

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.
WATER RIGHT NO(S). 63-31952

Dear Mr. Thornton:

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.

On the application you requested a rental diversion rate of 0.38 cfs and a diversion volume of 75.0 acre-feet for irrigation of 25 0 acres. The amount of water reflected in this rental agreement is the rate and volume proportional to the amounts authorized under the water right(s) rented and the number of acres to be irrigated: 0.48 cfs and 112.5 acre-feet.

A rental fee of **$ 1,575.00** per year was calculated based on the current rental rate of $14.00 per acre-foot times a diversion volume of 112.5 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to April 1 in all subsequent years for the duration of the rental period The agreement will be void if the payment is not received for a given year. Send a check, payable to the Idaho Department of Water Resources, along with the signed rental agreement to my attention 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
Scott King – SPF Water Engineering

**STATE OF IDAHO**
**DEPARTMENT OF WATER RESOURCES**

# WATER SUPPLY BANK RENTAL AGREEMENT

This is to certify that: LAVAR THORNTON
2800 S TEN MILE RD
KUNA ID 83634
(208) 922-5779

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**

| | Water Right | Rented Rate | Annual Rented Volume | Total Rented Acres |
|---|---|---|---|---|
| | 63-31952 | 0.48 CFS | 112 5 AF | 25.0 AC |
| **COMBINED RENTAL TOTALS:** | | **0.48 CFS** | **112.5 AF** | **25.0 AC** |

**TERM OF RENTAL:** April 1, 2008 to October 31, 2008
April 1, 2009 to October 31, 2009
April 1, 2010 to October 31, 2010
April 1, 2011 to October 31, 2011
April 1, 2012 to October 31, 2012

**RENTAL FEE:** $ 1,575.00 annually

The fee for rental of the above-described water is $ 1,575.00 per year. An annual payment shall be received by the Department of Water Resources prior to diversion of water, each year, for the duration of the rental period. The agreement will be void if the payment is not received in a given year.

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. 63-31952
## 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:** LAVAR THORNTON
2800 S TEN MILE RD
KUNA ID 83634
(208) 922-5779

**Priority Date:** 10/01/1971

**Source:** GROUND WATER

| BENEFICIAL USE | From | To | Diversion Rate | Volume |
|---|---|---|---|---|
| IRRIGATION | 04/01 | to 10/31 | 0 48 CFS | 112.5 AF |
| | | **Total:** | **0.48 CFS** | **112.5 AF** |

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

| | | | | | |
|---|---|---|---|---|---|
| GROUND WATER | NE¼NE¼ | Sec 3 | Twp 01N | Rge 01E | ADA County |
| GROUND WATER | NE¼SE¼ | Sec 3 | Twp 01N | Rge 01E | ADA County |

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp | Rge | Sec | NE | | | | NW | | | | SW | | | | SE | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | Totals |
| 01N | 01E | 2 | | | | | | | | 40.0 | 40.0 | | 23.0 | 33.0 | | | | | 136.0 |
| | | | | | | | | | | | | | | | | | | | |
| 01N | 01E | 3 | 40.0 | 40.0 | 40.0 | 40.0 | | | | | 36.0 | 20.0 | | | 40.0 | 40.0 | | 14.0 | 310.0 |
| | | | L1 | L2 | | | | | | | | | | | | | | | |

Total Acres: 446.0
Acre Limit within Place of Use described: 25.0

### 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.

# WATER RIGHT NO. 63-31952
## WATER SUPPLY BANK RENTAL AGREEMENT

### CONDITIONS OF WATER 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