



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

January 11, 2008

C. L. "BUTCH" OTTIER
Governor

DAVID R. TUIHILL, JR.
Director

RANDY TOLMAN
412 S 200 E
JEROME ID 83338

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S) 36-16458 AND 36-16460

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.

On the application, you requested a rental diversion rate of 0.11 cfs and a diversion volume of 33.6 acre-feet. The diversion volume applied to this rental agreement is the amount proportional to the use authorized under the rented water right. Since there is a change in nature of use of the rented water right, only the consumptive use portion of the right shall be diverted under this agreement: 0.11 cfs and 34.0 acre-feet.

A rental fee of **\$634.20** per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 45.3 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to January 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. Please send a check made payable to the Idaho Department of Water Resources together 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 questions regarding this matter, please contact me at (208) 287-4943.

Sincerely,

Aaron Marshall
Water Allocation Bureau

Enc: 1

c: Allen Merritt – IDWR Southern Regional Office
Cindy Yenter – Watermaster WD 130
Gary Funderburg – TSK Enterprises LLC

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

This is to certify that: **RANDY TOLMAN**
412 SOUTH 200 EAST
JEROME ID 83338
(208) 539-4009

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
	36-16458	0.11 CFS	30.0 AF	N/A
	36-16460	0.06 CFS	15.3 AF	N/A
COMBINED RENTAL TOTALS:		0.11 CFS	45.3 AF	N/A

TERM OF RENTAL: January 1, 2008 to December 31, 2012

RENTAL FEE: \$634.20 per year

* The fee for rental of the above-described water is \$ 634.20 per year. An annual payment shall be received by the Department of Water Resources prior to January 1, 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.

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. 36-16458
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: RANDY TOLMAN
 412 SOUTH 200 EAST
 JEROME ID 83338
 (208) 539-4009

Priority Date: 09/23/1965

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01	to 12/31	0.11 CFS	3.4 AF
STOCKWATER	01/01	to 12/31	0.11 CFS	19.1 AF
	Total:		0.11 CFS	22.5 AF

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

GROUND WATER SW¼NW¼ Sec. 9 Twp 09S Rge 17E JEROME County

RENTER'S PLACE OF USE: COMMERCIAL AND STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	17E	9							X			X							

Total Acres: N/A

Acre Limit within Place of Use described: 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. The water rented under this agreement is appurtenant to irrigation of 7.5 acres
3. 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.
4. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
5. Use of water under this right 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. 130.
6. 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.

**WATER RIGHT NO. 36-16458
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. This rental agreement does not authorize the construction of a well
8. 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.
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 renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement
14. The renter is limited to the diversion of 22.5 acre-feet for the use authorized under this agreement.
15. Under this agreement, the use of rights 36-16458 and 36-16460 when combined shall not exceed a total diversion rate of 0.11 cfs and a total annual maximum diversion volume of 34.0 af

WATER RIGHT NO. 36-16460
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: RANDY TOLMAN
 412 SOUTH 200 EAST
 JEROME ID 83338
 (208) 539-4009

Priority Date: 02/15/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01 to	12/31	0.06 CFS	1.7 AF
STOCKWATER	01/01 to	12/31	0.06 CFS	9.8 AF
Total:			0.06 CFS	11.5 AF

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

GROUND WATER SW¼NW¼ Sec. 9 Twp 09S Rge 17E JEROME County

RENTER'S PLACE OF USE: COMMERCIAL AND STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
09S	17E	9							X			X							

Total Acres: N/A

Acre Limit within Place of Use described: 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 The water rented under this agreement is appurtenant to irrigation of 3.8 acres
- 3 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.
- 4 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion
- 5 Use of water under this right 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. 130
- 6 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.

**WATER RIGHT NO. 36-16460
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

- 7 This rental agreement does not authorize the construction of a well.
- 8 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
- 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 renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement
- 13 The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement
- 14 The renter is limited to the diversion of 11.5 acre-feet for the use authorized under this agreement.
- 15 Under this agreement, the use of rights 36-16458 and 36-16460 when combined shall not exceed a total diversion rate of 0.11 cfs and a total annual maximum diversion volume of 34.0 af.