



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

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SEPTEMBER 18, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

MARK PALMER
391 GLENDALE ROAD
BELLEVUE ID 83313

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.
WATER RIGHT NO(S). 37-2627D**

Dear Mr. Palmer:

The Department of Water Resources (department) acknowledges receipt of your application to rent water from the Water Supply Bank. Please find enclosed a Water Supply Bank Rental Agreement for your review and signature. Upon signature and return of the agreement, together with the rental fee described below, the department also will sign the agreement and will 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.

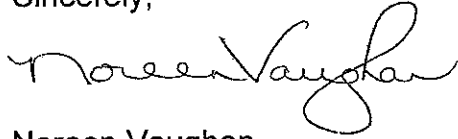
The rental fee of **\$192.50** was calculated based on \$11.00 per acre-foot times 17.5 acre-feet. A check was received with the application, in the amount of \$77.00. Please send a check made payable to the Idaho Department of Water Resources for the remainder of **\$115.50** together with the signed rental agreement. Return the signed agreement and fee 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 water supply 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 (Board).

You have rented water for the described purpose for several years. Approval of additional rental applications for the same use may be subject notice requirements and action by the Board.

If you have questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Noreen Vaughan". The signature is fluid and elegant, with the first name "Noreen" and last name "Vaughan" clearly distinguishable.

Noreen Vaughan
Water Allocation Bureau

Encl: 1

c: Allen Merritt – IDWR Southern Regional Office
James Speck – Speck & Aanestad

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

This is to certify that: **MARK PALMER**
391 GLENDALE RD
BELLEVUE ID 83313

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>Right</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Total Rented Acres</u>
	37-2627D	0.1 cfs	17.5 af	5.0 ac
COMBINED RENTAL TOTALS:		0.1 cfs	17.5 af	5.0 ac

TERM OF RENTAL: 04/15/06 to 10/15/06

TOTAL RENTAL FEE: \$192.50

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 _____
for _____

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____.

KARL J. DREHER, Director
Department of Water Resources

WATER RIGHT NO(S). 37-2627D 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: MARK PALMER
391 GLENDALE RD
BELLEVUE ID 83313

Priority Date: 12/09/1959

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	0.1 CFS	17.5 AF
	Total Diversion:		0.1 CFS	17.5 AF

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

GROUND WATER SWSE Sec. 22 Twp 01N Rge 18E BLAINE 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	
1N 18E 22															5.0		5.0

Total Acres: 5.0

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 Use of water under this agreement is subject to the conditions of Transfer 5423.
- 3 In accordance with Transfer 5423, five irrigated acres under Right 37-154C will no longer be irrigated to mitigate use of Right 37-2327D as a primary groundwater right.
- 4 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.
- 5 After specific notification by the Department, the right holder shall record the quantity of water diverted or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

**WATER RIGHT NO(S). 37-2627D
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

- 6 Use of water under this agreement does not constitute a dedication of the water to renter's land 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.
- 7 This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party
- 8 This rental does not authorize the construction of a well.
- 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 Future rentals for the use authorized under this agreement may be subject to further review and notice requirements.
- 13 Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind acceptance of the lease.