

12/06

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK
LEASE TERMINATION NOTICE

RECEIVED
DEC 21 2006
DEPARTMENT OF
WATER RESOURCES

WATER RIGHT NO(S): 02-202A and 57-7100

TED CANTRELL
28294 RIVER ROAD
BRUNEAU ID83604-5106

Idaho Department of Water Resources ("department") records show that the above referenced water right(s) has been leased through December 31, 2006 to the Water Supply Bank ("bank"). This letter is notice that the right will be considered released from the bank unless you advise the department, within thirty (30) days of the date of this letter that you want to extend the period of the lease. If this request is not received within thirty- (30) days, the right(s) will be considered released from the bank as of **December 31, 2006**

Please consider that the five (5) year period of nonuse related to forfeiture of a water right shall begin to accrue upon release of the right from the bank or shall continue to accrue if a period of nonuse occurred prior to the lease date of the right to the bank.

If you would like the right(s) to remain leased to the bank, please specify below the year to which you want the lease extended. All leases expire on December 31st of each year, unless otherwise specified in lease agreement. Please sign, date and return this form within thirty- (30) days. The right(s) will then remain in the bank for the specified period unless released earlier by the Water Resource Board or until the lessor submits a request to the department in writing to release the right(s) from the bank. If you have any questions call (208) 287-4954

WATER RIGHT NO(S): 02-202A and 57-7100

EXPIRATION DATE: 12-31-07

RETAIN ALL OR PART OF RIGHT IN THE BANK: ALL **PART**

*See Attached
paper work*

*If retaining only a part of the right, please attach a clear description of the portion remaining in the bank.

SIGNATURE OF APPLICANT(S): Ted Cantrell

Owner
TITLE:

TITLE:

DATE: 12-20-06

Please return this form to:

Idaho Dept. of Water Resources
322 East Front St.
Po Box 83720
Boise ID 83720-0098

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DEC 21 2006

DEPARTMENT OF
WATER RESOURCES

12-20-06

Noreen

Here is the signed lease agreement for next year. I also attached 2006 Lease agreement + Rental agreement that we need to sign back up due to the transfer of these rights being held up due to the SRBA not being filed yet.

Give me a call & let me know what I need to do on this

Cell # 599-0838

Thanks

Jed Cantrell

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

RECEIVED
DEC 21 2006
DEPARTMENT OF
WATER RESOURCES

This is to certify that: TED CANTRELL
28294 RIVER ROAD
BRUNEAU ID 83604-5106
(208) 834-2153

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>
	02-202A	0.46 cfs	112.5 af	25.0 ac
COMBINED	57-7100	0.24 cfs	54.0 af	12.0 ac
RENTAL TOTALS:		0.37 cfs	166.5 af	37.0 ac

TERM OF RENTAL:

03/15/06 to 10/31/06 under 02-202A
03/15/06 to 11/15/06 under 57-7100

TOTAL RENTAL FEE:

\$1,831.50

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 26 day of April, 20 06

by Ted Cantrell
(Print Name)

Ted Cantrell
(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____.

KARL J DREHER, Director
Department of Water Resources

**WATER RIGHT NO(S). 02-202A
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: TED CANTRELL
28294 RIVER ROAD
BRUNEAU ID 83604-5106
(208) 834-2153

Priority Date: 06/01/1912

Source: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to 10/31	0.46 CFS	112.5 AF
Total Diversion: 0.46 CFS			

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

SNAKE RIVER L10 (NWSW) Sec. 34 Twp 05S Rge 04E OWYHEE 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	
05S	04E	30											5.0						5.0
													L 9						
05S	04E	31					34.0	48.0	15.0	39.0									136.0
								L 2											

Total Acres: 141.0

Acre Limit within Place of Use described: 25.0 (SEE CONDITIONS OF ACCEPTANCE)

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. During the term of this rental agreement, use of water under rights 2-202A, 57-7051A, and 57-7100 are limited to irrigation of a combined total of 153 acres, a combined diversion rate of 3.23 cfs and diversion volume of 688.5 af in a single irrigation season.
3. During the term of this rental agreement, use water under rights 2-202A, 57-7051A, and 57-7100 for irrigation of lands located in the NWNW Section 31, T5S, R4E, B.M., is limited to irrigation of a combined total of 48 acres, and a combined diversion rate of 1.01 cfs and diversion volume of 216 af

WATER RIGHT NO(S) 02-202A
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

- 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 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.
- 6 This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
- 7 Use of water under this agreement shall not prejudice any pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
- 8 Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 9 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.
- 10 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.
- 11 Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

WATER RIGHT NO(S) 57-7100 **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: TED CANTRELL
 28294 RIVER ROAD
 BRUNEAU ID 83604-5106
 (208) 834-2153

Priority Date: 03/29/1973

Source: SHOOFLY CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.24 CFS	54.0 AF
Total Diversion: 0.24 CFS				

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

SHOOFLY CREEK SWSW Sec 25 Twp 05S Rge 03E OWYHEE County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
05S	04E	30	NE NW SW SE	NE NW SW SE	NE NW SW SE	NE NW SW SE	5.0
							5.0
05S	04E	31	34.0 48.0 15.0 39.0				136.0
			1.2				

Total Acres: 141.0

Acre Limit within Place of Use described: 12.0 (SEE CONDITIONS OF ACCEPTANCE)

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 During the term of this rental agreement, use of water under rights 2-202A, 57-7051A, and 57-7100 are limited to irrigation of a combined total of 153 acres, a combined diversion rate of 3.23 cfs and diversion volume of 688.5 af in a single irrigation season
- 3 During the term of this rental agreement, use water under rights 2-202A, 57-7051A, and 57-7100 for irrigation of lands located in the NWNW Section 31, T5S, R4E, B.M., is limited to irrigation of a combined total of 48 acres, and a combined diversion rate of 1.01 cfs and diversion volume of 216 af
- 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

WATER RIGHT NO(S) 57-7100
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

- 5 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.
- 6 This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party
- 7 Use of water under this agreement shall not prejudice any pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
- 8 Renter agrees to comply with all applicable state and federal laws while using water under this agreement
- 9 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
- 10 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
- 11 Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement

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COPY**RECEIVED****DEC 21 2006****DEPARTMENT OF
WATER RESOURCES**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK LEASE ACCEPTANCE

This is to certify that: TED CANTRELL
28294 RIVER ROAD
BRUNEAU ID 83604
(208) 834-2153

has requested to lease the water right(s) listed below to 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) the acquisition of water rights for the Board's bank, agrees to lease the water right to the bank as follows:

Summary of Water Rights or Portions Leased to the Bank

	<u>Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Total Leased Acres</u>
	02-202A	0.46 cfs	N/A	25 ac
	57-7100	0.24 cfs	N/A	12 ac
COMBINED LEASE TOTALS		(see Conditions of Acceptance)		

TERM OF LEASE:

Lease Begin Date: February 10, 2006
Expiration Date: December 31, 2006

MINIMUM PAYMENT ACCEPTABLE:

Current Rental Rate

Detailed Lease Acceptance attached

Dated this 19th day of April, 2006



Chief, Water Allocation Bureau

**WATER RIGHT NO. 02-202A
WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: TED CANTRELL
28294 RIVER ROAD
BRUNEAU ID 83604
(208) 834-2153

Priority Date: 06/01/1912

Source: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
IRRIGATION	03/15	to 10/31	0.46 CFS
	Total: 0.46 CFS		

LOCATION OF POINT(S) OF DIVERSION:

SNAKE RIVER L10 (NWSW) Sec. 34 Twp 05S Rge 04E OWYHEE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	
05S	04E	31			8.0							3.0					14.0	25.0	

Total Acres: 25.0

Acre Limit within Place of Use described: See Conditions of Acceptance

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
2-202A, 57-7051A, 57-7100	3.23 cfs	688.5 af	153 ac.

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. During the term of the lease, use of water under rights 2-202A, 57-7051A, and 57-7100 are limited to irrigation of a combined total of 153 acres, a combined diversion rate of 3.23 cfs and diversion volume of 688.5 af in a single irrigation season.
3. During the term of this lease, use water under rights 2-202A, 57-7051A, and 57-7100 for irrigation of lands located in the NWNW Section 31, T5S, R4E, B M, is limited to irrigation of a combined total of 48 acres, and a combined diversion rate of 1.01 cfs and diversion volume of 216 af. Water may be rented from the bank for irrigation of additional acres in the referenced location.

WATER RIGHT NO. 02-202A
WATER SUPPLY BANK LEASE ACCEPTANCE

CONDITIONS OF ACCEPTANCE

- 4 There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
- 5 While a right is in the bank, the owner of the right may not use the right even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Section 42-351, Idaho Code, for illegal diversion and use of water, and may include civil penalties pursuant to Section 42-1701B, Idaho Code.
- 6 A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
- 7 While a water right is in the bank, forfeiture provisions are stayed.
- 8 Rental of water under this right is subject to the limitations and conditions of approval of the water right.
- 9 Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
- 10 Acceptance of a right into 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.
- 11 Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 19th day of April, 2006



Chief, Water Allocation Bureau

WATER RIGHT NO. 57-7100 **WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: TED CANTRELL
 28294 RIVER ROAD
 BRUNEAU ID 83604
 (208) 834-2153

Priority Date: 03/29/1973

Source: SHOOFLY CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
IRRIGATION	03/15	to 11/15	0.24 CFS
	Total: 0.24 CFS		

LOCATION OF POINT(S) OF DIVERSION:

SHOOFLY CREEK SWSW Sec. 25 Twp 05S Rge 03E OWYHEE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	
05S	04E	30											4.0						4.0
												1.9							
05S	04E	31					8.0												8.0
							1/2												

Total Acres: 12

Acre Limit within Place of Use described: See Conditions of Acceptance

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
2-202A, 57-7051A, 57-7100	3.23 cfs	688.5 af	153 ac

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate
2. During the term of the lease, use of water under rights 2-202A, 57-7051A, and 57-7100 are limited to irrigation of a combined total of 153 acres, a combined diversion rate of 3.23 cfs and diversion volume of 688.5 af in a single irrigation season.

WATER RIGHT NO. 57-7100
WATER SUPPLY BANK LEASE ACCEPTANCE

CONDITIONS OF ACCEPTANCE

- 3 During the term of this lease, use water under rights 2-202A, 57-7051A, and 57-7100 for irrigation of lands located in the NWNW Section 31, T5S, R4E, B.M, is limited to irrigation of a combined total of 48 acres, and a combined diversion rate of 1.01 cfs and diversion volume of 216 af. Water may be rented from the bank for irrigation of additional acres in the referenced location
- 4 There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank
- 5 While a right is in the bank, the owner of the right may not use the right even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Section 42-351, Idaho Code, for illegal diversion and use of water, and may include civil penalties pursuant to Section 42-1701B, Idaho Code
- 6 A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease
- 7 While a water right is in the bank, forfeiture provisions are stayed
- 8 Rental of water under this right is subject to the limitations and conditions of approval of the water right.
- 9 Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
- 10 Acceptance of a right into 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
- 11 Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 19th day of April, 2006


Chief, Water Allocation Bureau