



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

May 22, 2007

C. L. "BUICH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

ROGER DITTUS
UNITED WATER IDAHO INC
PO BOX 190420
BOISE ID 83719-0420

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK. WATER
RIGHT NO(S). 63-31861 and 63-10029**

Dear Mr Dittus:

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 will also 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 current rental rate as of March 17, 2006 per the Idaho State Water Board is \$14.00 per acre-foot. Therefore, a rental fee of **\$2,738.40** was calculated based on \$14.00 per acre-foot times a diversion volume of 195.6 acre-feet. We recognize your payment of \$8,067.40 received by the department on February 28, 2007. Please return the signed rental agreement to my attention so I can complete the processing of this rental.

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.

If you have questions, please feel free to contact me at (208) 287-4954.

Sincerely,

Diana L. Ball
Water Allocation Bureau

Encl: 1

c: John Westra – IDWR Western Regional Office

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:

<u>Right</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Total Rented Acres</u>
63-31861	0.39 cfs	121.5 af	27.0 ac
63-10029	0.28 cfs	74.1 af	N/A

0.67 CFS

195.6 AF

27.0 AC

April 1, 2007 to October 31, 2007

\$2,738.40

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:

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(S). 63-31861
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: UNITED WATER
PO BOX 190420
BOISE ID 83719-0420

Priority Date: 2/01/1990

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 10/31	0.39 CFS	121.5 AF
Total:			0.39 CFS	121.5 AF

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

GROUND WATER NENE Sec. 14 Twp 03N Rge 1E ADA County

RENTER'S PLACE OF USE: MUNICIPAL

Within service area of United Water Idaho as provided under Idaho law. The place of use is generally described as within the City Limits of Boise and the surrounding service area.

CONDITIONS OF WATER USE

1. Consumptive use of water under this agreement is limited to the consumptive irrigation requirement recognized by the department of 3.5 acre-feet per acre per year
2. The water rented under this agreement is appurtenant to irrigation of 27.0 acres under the water right described above
3. The rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.
4. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
5. 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.
6. In the event that continued water use is not authorized, the renter agrees to hold the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with rental of water, or the development of new and supplemental water uses.
7. 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(S). 63-13861
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

8. 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.
9. This rental agreement does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
10. This rental agreement does not authorize the construction of a well
11. Renter agrees to comply with all applicable state and federal laws while using water under this agreement
12. 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
13. 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.
14. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind rental agreement

**WATER RIGHT NO(S). 63-10029
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: UNITED WATER
PO BOX 190420
BOISE ID 83719-0420

Priority Date: 05/04/1983

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 10/31	0.28 CFS	74.1 AF
Total:			0.28 CFS	74.1 AF

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

GROUND WATER NENE Sec 14 Twp 03N Rge 1E ADA County

RENTER'S PLACE OF USE: MUNICIPAL

Within service area of United Water Idaho as provided under Idaho law. The place of use is generally described as within the City Limits of Boise and the surrounding service area.

CONDITIONS OF WATER USE

1. Consumptive use of water under this agreement is limited to the consumptive irrigation requirement recognized by the department of 3.5 acre-feet per acre per year.
2. The rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.
3. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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. In the event that continued water use is not authorized, the renter agrees to hold the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with rental of water, or the development of new and supplemental water uses.
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. 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(S). 63-10029
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

- 8 This rental agreement does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
- 9 This rental agreement does not authorize the construction of a well.
- 10 Renter agrees to comply with all applicable state and federal laws while using water under this agreement
- 11 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.
- 12 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
- 13 Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind rental agreement.