



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

August 27, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. IUTHILL, JR.
Interim Director

MARK PALMER
391 GLENDALE ROAD
BELLEVUE ID 83313

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.
WATER RIGHT NO. 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 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.

A rental fee of \$ 245.00 was calculated based on \$14.00 per acre-foot times a diversion volume of 17.5 acre-feet. The Idaho Water Resource Board increased the rental fee rate from \$11.00 to \$14.00 per acre-foot as of March 17, 2006. 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 feel free to contact me at (208) 287-4954 with any questions regarding this matter.

Sincerely,

Diana L. Ball
Water Allocation Bureau

Enc: 1

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

DAVID R. TUTHILL, JR., Director
Department of Water Resources

**WATER RIGHT NO. 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	4/15	10/15	0 10 CFS	17 5 AF
	Total:		0.10 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	
01N	18E	22																5 0	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 37-2627D 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.
- 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

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

CONDITIONS OF WATER 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 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