



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

July 12, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

DANE WATKINS
SNAKE RIVER EQUIPMENT COMPANY
PO BOX 50781
IDAHO FALLS ID 83405

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.
WATER RIGHT NO(S). 35-13340, 35-13362, 35-2252B, 35-2651D, 35-7772,
35-2251, AND 35-7989**

Dear Mr. Watkins:

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 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 rental of a diversion rate of 104 cfs and a diversion volume of 208 acre-feet for irrigation of 52 acres. The amount of water reflected in this rental agreement is the rate and volume proportional to the amounts authorized under the water right(s) rented and the number of acres to be irrigated: 0.90 cfs and 208 acre-feet.

A rental fee of **\$2,912.00** was calculated based on \$14.00 per acre-foot times a diversion volume of 208.0 acre-feet. 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 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) 287-4943.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Marshall".

Aaron Marshall
Water Allocation Bureau

Enc: 1

c: Lyle Swank – IDWR Eastern Regional Office
Tim Luke – IDWR Water Distribution Section

**WATER RIGHT NO. 35-13340
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: DANE WATKINS
SNAKE RIVER EQUIPMENT COMPANY
PO BOX 50781
IDAHO FALLS ID 83405

Priority Date: 11/13/1972

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.47 CFS	88.8 AF
	Total:		0.47 CFS	88.8 AF

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

GROUND WATER	NESW	Sec 21	Twp 4N	Rge 36E	JEFFERSON County
	SENW	Sec 21	Twp 4N	Rge 36E	JEFFERSON 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	
4N	36E	16	15.0	17.3	30.2	25.0	24.7	10.1	18.1	38.0									178.4

Total Acres: 178.4
Acre Limit within Place of Use described: 25.0

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. 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
3. 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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.

**WATER RIGHT NO. 35-13340
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. Rental of rights 35-13340 and 35-13362 are limited to a total combined diversion rate of 0.47 cfs, 100.0 acre-feet and irrigation of 25.0 acres.

**WATER RIGHT NO. 35-13362
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: DANE WATKINS
SNAKE RIVER EQUIPMENT COMPANY
PO BOX 50781
IDAHO FALLS ID 83405

Priority Date: 11/13/1972

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.05 CFS	11.2 AF
	Total:		0.05 CFS	11.2 AF

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

GROUND WATER	NESW	Sec 21	Twp 4N	Rge 36E	JEFFERSON County
	SENW	Sec 21	Twp 4N	Rge 36E	JEFFERSON 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	
4N	36E	16	15.0	17.3	30.2	25.0	24.7	10.1	18.1	38.0									178.4

Total Acres: 178.4

Acre Limit within Place of Use described: 25.0

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. 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.
3. 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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.

**WATER RIGHT NO. 35-13362
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement
8. 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
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement
11. Rental of rights 35-13340 and 35-13362 are limited to a total combined diversion rate of 0.47 cfs, 100.0 acre-feet and irrigation of 25.0 acres

**WATER RIGHT NO. 35-2252B
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: DANE WATKINS
SNAKE RIVER EQUIPMENT COMPANY
PO BOX 50781
IDAHO FALLS ID 83405

Priority Date: 9/15/1952

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.05 CFS	15.2 AF
	Total:		0.05 CFS	15.2 AF

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

GROUND WATER	NESW	Sec 21	Twp 4N	Rge 36E	JEFFERSON County
	SENW	Sec 21	Twp 4N	Rge 36E	JEFFERSON 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	
4N	36E	16	15.0	17.3	30.2	25.0	24.7	10.1	18.1	38.0									178.4

Total Acres: 178.4
Acre Limit within Place of Use described: 3.8

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 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.
- 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.
- This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
- This rental agreement does not authorize the construction of a well.
- Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.

**WATER RIGHT NO. 35-2252B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

- 7 Renter agrees to comply with all applicable state and federal laws while using water under this agreement
- 8 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.
- 9 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
- 10 Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
- 11 The renter is not authorized to divert more than 15.2 acre-feet of ground water under this agreement for irrigation of 3.8 acres

**WATER RIGHT NO. 35-2651D
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: DANE WATKINS
SNAKE RIVER EQUIPMENT COMPANY
PO BOX 50781
IDAHO FALLS ID 83405

Priority Date: 3/15/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.14 CFS	46.8 AF
	Total:		0.14 CFS	46.8 AF

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

GROUND WATER	NESW	Sec 21	Twp 4N	Rge 36E	JEFFERSON County
	SENE	Sec 21	Twp 4N	Rge 36E	JEFFERSON 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	
4N	36E	16	15.0	17.3	30.2	25.0	24.7	10.1	18.1	38.0									178.4

Total Acres: 178.4

Acre Limit within Place of Use described: 11.7

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 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.
- 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.
- This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
- This rental agreement does not authorize the construction of a well.
- Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.

**WATER RIGHT NO. 35-2651D
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement
11. Rental of rights 35-2651D and 35-7772 are limited to a total combined diversion rate of 0.20 cfs, 46.8 acre-feet and irrigation of 11.7 acres.

**WATER RIGHT NO. 35-7772
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: DANE WATKINS
SNAKE RIVER EQUIPMENT COMPANY
PO BOX 50781
IDAHO FALLS ID 83405

Priority Date: 1/24/1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.06 CFS	46.8 AF
	Total:		0.06 CFS	46.8 AF

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

GROUND WATER	NESW	Sec 21	Twp 4N	Rge 36E	JEFFERSON County
	SENW	Sec 21	Twp 4N	Rge 36E	JEFFERSON 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	
4N	36E	16	15.0	17.3	30.2	25.0	24.7	10.1	18.1	38.0									178.4

Total Acres: 178.4

Acre Limit within Place of Use described: 11.7

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. 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.
3. 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.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.

**WATER RIGHT NO. 35-7772
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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
9. 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
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. Rental of rights 35-2651D and 35-7772 are limited to a total combined diversion rate of 0.20 cfs, 46.8 acre-feet and irrigation of 11.7 acres

**WATER RIGHT NO. 35-2251
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: DANE WATKINS
SNAKE RIVER EQUIPMENT COMPANY
PO BOX 50781
IDAHO FALLS ID 83405

Priority Date: 9/15/1952

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.17 CFS	46.0 AF
	Total:		0.17 CFS	46.0 AF

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

GROUND WATER	NESW	Sec 21	Twp 4N	Rge 36E	JEFFERSON County
	SENW	Sec 21	Twp 4N	Rge 36E	JEFFERSON 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	
4N	36E	16	15.0	17.3	30.2	25.0	24.7	10.1	18.1	38.0									178.4

Total Acres: 178.4
Acre Limit within Place of Use described: 11.5

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
- 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.
- 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.
- This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
- This rental agreement does not authorize the construction of a well.
- Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.

**WATER RIGHT NO. 35-2251
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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
9. 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
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. Rental of rights 35-2251 and 35-7989 are limited to a total combined diversion rate of 0.18 cfs, 46.0 acre-feet and irrigation of 11.5 acres

**WATER RIGHT NO. 35-7989
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: DANE WATKINS
SNAKE RIVER EQUIPMENT COMPANY
PO BOX 50781
IDAHO FALLS ID 83405

Priority Date: 8/22/1981

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01 to	10/31	0.01 CFS	46.0 AF
	Total:		0.01 CFS	46.0 AF

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

GROUND WATER	NESW	Sec. 21	Twp 4N	Rge 36E	JEFFERSON County
	SENW	Sec. 21	Twp 4N	Rge 36E	JEFFERSON 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	
4N	36E	16	15.0	17.3	30.2	25.0	24.7	10.1	18.1	38.0									178.4

Total Acres: 178.4

Acre Limit within Place of Use described: 11.5

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. 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.
3. 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
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party
5. This rental agreement does not authorize the construction of a well
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use

**WATER RIGHT NO. 35-7989
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. Rental of rights 35-2251 and 35-7989 are limited to a total combined diversion rate of 0.18 cfs, 46.0 acre-feet and irrigation of 11.5 acres