



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 30, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. IUTHILL, JR.
Interim Director

RONALD DOZORETZ
NORTH STAR BLDG H UNIT 3
150 THUNDER TRAIL
KETCHUM ID 83340

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK. WATER
RIGHT NO. 37-2683B**

Dear Mr. Dozoretz:

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 \$ 49.00 per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 3.5 acre-feet. A single payment of **\$245.00** should be submitted unless the renter notifies the department of the intent to make annual payments. 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) 287-4954.

Sincerely,

Diana L. Ball
Water Allocation Bureau

Encl: 1

c: Allen Merritt – IDWR Southern Regional Office
Doug Clemens – Clemens Associates

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

WATER RIGHT NO. 37-2683B
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: RONALD DOZORETZ
 NORTH STAR BLDG H UNIT 3
 150 THUNDER TRAIL
 KETCHUM ID 83340

Priority Date: 08/23/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	5/01 to	10/31	.01 CFS	3.5 AF
	Total:		.01 CFS	3.5 AF

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

GROUND WATER NENE Sec 26 Twp 05N Rge 17E 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	
05N	17E	25							3.5										3.5

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 the ongoing Snake River Basin Adjudication or 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 OR permit filed by the applicant for this same use.

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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 3.5 acre-feet of ground water under this agreement for irrigation of 3.5 acres