



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 14, 2007

C. L. "BUICK" OTTER
Governor

DAVID R. IUTHILL, JR.
Interim Director

SCOT HALLADAY
9246 W ROCKSTONE COURT
KUNA ID 83634

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.
WATER RIGHT NO(S). 63-7355 AND 63-8382**

Dear Mr. Halladay:

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.

On the rental application you requested a diversion volume of 8.9 acre-feet for irrigation of 2.0 acres. The amount of water reflected in this rental agreement is the rate and volume proportionate to the amounts authorized under the water right rented and the number of acres to be irrigated: 0.03 cfs and 8.9 acre-feet.

A rental fee of **\$124.60** was calculated based on \$14.00 per acre-foot times a diversion volume of 8.9 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: 1) there will be injury to other water rights, 2) the proposal would constitute an enlargement of the water rights, 3) the water will be put to a beneficial use, 4) the water supply available from applicable rights in the water supply bank is sufficient for the use intended, and 6) 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) 2874954.

Sincerely,

A handwritten signature in cursive script that reads "Diana L. Ball". The signature is fluid and elegant, with the first name "Diana" being more prominent than the last name "Ball".

Diana L. Ball
Water Allocation Bureau

Encl: 1

c: John Westra – IDWR Western Regional Office

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

This is to certify that: **SCOT HALLADAY**
9246 W ROCKSTONE COURT
KUNA ID 83634

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 Leased to the Bank

<u>Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
63-7355	0.01 cfs	3.15 AF	N/A	2.0 ac
63-8382	0.02 cfs	5.75 AF	N/A	2.0 ac

COMBINED RENTAL TOTALS	0.03 cfs	8.9 AF	2.0 ac
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TERM OF RENTAL: March 15, 2007 to October 31, 2007

RENTAL FEE: \$124.60

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 _____ day of _____, 20____

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). 63-7355
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: SCOT HALLADAY
9246 W ROCKSTONE COURT
KUNA ID 83634

Priority Date: 07/30/1970

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	0.01 CFS	3.15 AF
	Total:		0.01 CFS	3.15 AF

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

GROUND WATER NENE Sec. 26 Twp 02N Rge 1E B.M. ADA 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	
02N	01E	26	2.0																2.0

Total Acres: 2.0 acres

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.

WATER RIGHT NO(S). 63-7355
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

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. 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 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). 63-8382 **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: SCOT HALLADAY
 9246 W ROCKSTONE COURT
 KUNA ID 83634

Priority Date: 11/01/1976

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	0.02 CFS	5.75 AF
	Total:		0.02 CFS	5.75 AF

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

GROUND WATER NENE Sec. 26 Twp 02N Rge 01E B.M. ADA 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		
02N	01E	26	2	0															2	0

Total Acres: 2 0 acres

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.

**WATER RIGHT NO(S). 63-8382
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 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 right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.