



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

MAY 19, 2006

DIRK KEMPIHORNE
Governor

KARL J. DREHER
Director

ALONZO LEAVELL
PO BOX 54
GOODING ID 83330

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.
WATER RIGHT NO(S). 36-8523**

Dear Mr. Leavell:

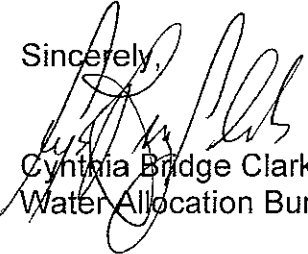
The Department of Water Resources (department) acknowledges receipt of your application to rent water from the Water Supply Bank. Enclosed is a Water Supply Bank Rental Agreement for your review and signature. Please return a signed copy of the agreement to the department upon receipt. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of **\$660.00** was calculated based on \$11.00 per acre-foot times a diversion volume of 60.0 acre-feet. A check from Brockway Engineering PLLC made payable to the Idaho Department of Water Resources for the amount of \$660.00 was received with the application on March 13, 2006.

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) 287-4946.

Sincerely,


Cynthia Bridge Clark
Water Allocation Bureau

Encl: 1

c: Allen Merritt – IDWR Southern Regional Office
Cindy Yenter – Water Master
Daren Nelson – Brockway Engineering PLLC

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

This is to certify that: ALONZO LEAVELL
PO BOX 54
GOODING ID 83330
(208) 934-8543

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 Rented from the Bank

	<u>Right</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Total Rented Acres</u>
	36-8523	0.25cfs	60.0 af	15 ac
COMBINED RENTAL TOTALS:		0.25 cfs	60.0 af	15 ac

TERM OF RENTAL: 03/15/06 to 11/15/06

TOTAL RENTAL FEE: \$660.00

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 19 day of MAY, 2006


KARL J. DREHER, Director
Department of Water Resources

**WATER RIGHT NO(S). 36-8523
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: ALONZO LEAVELL
PO BOX 54
GOODING ID 83330
(208) 934-8543

Priority Date: 04/25/1990

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	11/15	0.25 CFS	60 AF
	Total: 0.25 CFS			60 AF

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

WELL 1: GROUND WATER	SENE	Sec 36	Twp 05S	Rge 14E	GOODING County
WELL 2: GROUND WATER	SWNW	Sec 31	Twp 05S	Rge 15E	GOODING County
WELL 3: GROUND WATER	SWNW	Sec 31	Twp 05S	Rge 15E	GOODING County
WELL 4: GROUND WATER	SENE	Sec 31	Twp 05S	Rge 15E	GOODING County

* See attached map prepared for renter by Brockway Engineering, PLLC, dated 02/28/2006 with reference to well locations.

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	
05S 14E 36													2.7				2.7
05S 15E 31							20.0	3.5									23.5
																TOTAL: 26.2	

Total Acres: 26.2

Acre Limit within Place of Use described: 15.0

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- Use of the water under this right will be regulated by the watermaster of the State Water District No. 130.
- The right holder shall install and maintain a measuring device approved by the watermaster of the State Water district No. 130 at all of the points of diversion authorized under this agreement.
- The instantaneous flow rate from all points of diversion authorized under this agreement may not exceed 0.25 cfs

**WATER RIGHT NO(S). 36-8523
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

- 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 any other department application process.
- 6 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
- 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.
- 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 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

