



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

April 18, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

TED CANTRELL
28294 RIVER ROAD
BRUNEAU ID 83604-5106

**RE: APPLICATIONS TO LEASE AND RENT WATER THROUGH THE
WATER SUPPLY BANK. WATER RIGHT NO(S). 02-202A, 57-7051A,
AND 57-7100**

Dear Mr. Cantrell:

The Department of Water Resources (department) acknowledges receipt of your applications to lease and rent water through the Water Supply Bank. The offered water rights have been accepted into the bank in accordance with the enclosed Water Supply Bank Lease Acceptances. Water rights 02-202A and 57-7100 will automatically be released from the bank on **December 31, 2006**, unless the right(s) are released earlier by the Board, or upon request by the lessor. To change the term of the leases or to release the rights from the bank, the lessor must submit a request in writing to the department prior to the release date. Please review the conditions of acceptance listed on each Lease Acceptance.

A Water Supply Bank Rental Agreement is also enclosed for your review and signature. Upon signature and return of the agreement, together with the rental fee described below, the department also will 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.

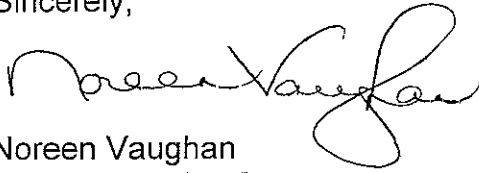
The total rental fee of \$1,831.50 was calculated based on the current rental rate at the time the applications were received of \$11.00 per acre-foot times 166.5 acre-feet. Ten percent (10%) of the total rental fee is retained by the department for Administrative fees in accordance with Water Supply Bank rules, IDAPA 37.02.03.01. The remaining ninety percent (90%) is issued back to the lessor of the above referenced water right(s) in the form of a warrant. Since you are the lessor and the renter under this agreement, the department will require that you submit only the portion of the total payment to be retained for administrative fees. Therefore, a rental fee of **\$183.15** must be paid in accordance with the rental agreement. Please send a check made payable to the Idaho Department of Water Resources together with the signed rental agreement. Return the signed agreement and fee 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.

Sincerely,

A handwritten signature in black ink, appearing to read "Noreen Vaughan". The signature is fluid and cursive, with a large loop at the end.

Noreen Vaughan
Water Allocation Bureau

Encl: 3

c: John Westra – IDWR Western Regional Office
Dana Hofstetter – Hofstetter Law Office

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

This is to certify that: **TED CANTRELL**
28294 RIVER ROAD
BRUNEAU ID 83604-5106
(208) 834-2153

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>
	02-202A	0.46 cfs	112.5 af	25.0 ac
	57-7100	0.24 cfs	54.0 af	12.0 ac
COMBINED RENTAL TOTALS:		0.37 cfs	166.5 af	37.0 ac

TERM OF RENTAL:

03/15/06 to 10/31/06 under 02-202A
03/15/06 to 11/15/06 under 57-7100

TOTAL RENTAL FEE:

\$1,831.50

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____

KARL J. DREHER, Director
Department of Water Resources

WATER RIGHT NO(S). 02-202A **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: TED CANTRELL
 28294 RIVER ROAD
 BRUNEAU ID 83604-5106
 (208) 834-2153

Priority Date: 06/01/1912

Source: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to 10/31	0.46 CFS	112.5 AF
Total Diversion: 0.46 CFS			

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

SNAKE RIVER L10 (NWSW) Sec. 34 Twp 05S Rge 04E OWYHEE 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	
05S	04E	30											5.0						5.0
													L 9						
05S	04E	31					34.0	48.0	15.0	39.0									136.0
								L 2											

Total Acres: 141.0

Acre Limit within Place of Use described: 25.0 (SEE CONDITIONS OF ACCEPTANCE)

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
- During the term of this rental agreement, use of water under rights 2-202A, 57-7051A, and 57-7100 are limited to irrigation of a combined total of 153 acres, a combined diversion rate of 3.23 cfs and diversion volume of 688.5 af in a single irrigation season.
- During the term of this rental agreement, use water under rights 2-202A, 57-7051A, and 57-7100 for irrigation of lands located in the NWNW Section 31, T5S, R4E, B.M. is limited to irrigation of a combined total of 48 acres, and a combined diversion rate of 1.01 cfs and diversion volume of 216 af.

**WATER RIGHT NO(S). 02-202A
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. Use of water under this agreement shall not prejudice any pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. 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). 57-7100 **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: TED CANTRELL
 28294 RIVER ROAD
 BRUNEAU ID 83604-5106
 (208) 834-2153

Priority Date: 03/29/1973

Source: SHOOFLY CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.24 CFS	54.0 AF
Total Diversion: 0.24 CFS				

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

SHOOFLY CREEK SWSW Sec 25 Twp 05S Rge 03E OWYHEE County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
05S	04E	30			5.0		5.0
					1.9		
05S	04E	31	34.0	48.0	15.0	39.0	136.0
			1.2				

Total Acres: 141.0

Acre Limit within Place of Use described: 12.0 (SEE CONDITIONS OF ACCEPTANCE)

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- During the term of this rental agreement, use of water under rights 2-202A, 57-7051A, and 57-7100 are limited to irrigation of a combined total of 153 acres, a combined diversion rate of 3.23 cfs and diversion volume of 688.5 af in a single irrigation season.
- During the term of this rental agreement, use water under rights 2-202A, 57-7051A, and 57-7100 for irrigation of lands located in the NWNW Section 31, T5S, R4E, B M, is limited to irrigation of a combined total of 48 acres, and a combined diversion rate of 1.01 cfs and diversion volume of 216 af.
- 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.

**WATER RIGHT NO(S). 57-7100
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

5. 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
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party
7. Use of water under this agreement shall not prejudice any pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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
10. 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.
11. 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.