



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

February 13, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

REFLECTION LANE HOMEOWNERS ASSOC.
8819 REFLECTION LANE
MIDDLETON ID 83644

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.
WATER RIGHT NO(S). 63-2461**

Dear Renter:

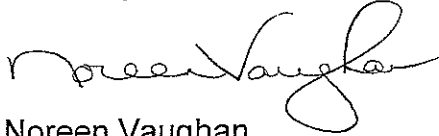
The Department of Water Resources (department) acknowledges receipt of your application to rent water from the Water Supply Bank. Please find enclosed a Water Supply Bank Rental Agreement for your review and signature. Upon signature and return of the agreement, together with the rental fee described below, the department 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 rental fee of **\$148.50** was calculated based on \$11.00 per acre-foot times 13.5 acre-feet. Additionally, you requested rental of a diversion rate of 0.04 cfs and a diversion volume of one (1.0) acre-foot for irrigation of three (3) acres on your rental application. The amount of water applied to this rental agreement is the volume and rate proportion to the water right rented and the number of acres to be irrigated. 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 the first name "Noreen" written in a larger, more prominent script than the last name "Vaughan".

Noreen Vaughan
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: REFLECTION LANE HOMEOWNERS ASSOCIATION
8819 REFLECTION LANE
MIDDLETON ID 83644
(208) 585-5800

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>
63-2461	0.06 cfs	13.5 af	3.0 ac
COMBINED RENTAL TOTALS:	0.06 cfs	13.5 af	3.0 ac

TERM OF RENTAL: 3/15/06 to 11/15/06

TOTAL RENTAL FEE: \$148.50

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). 63-2461
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: REFLECTION LANE HOMEOWNERS ASSOCIATION
8819 REFLECTION LANE
MIDDLETON ID 83644
(208) 585-5800

Priority Date: 10/15/1931

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	0.06 CFS	13.5 AF
	Total: 0.06 CFS			13.5 AF

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

GROUND WATER NWNW Sec 10 Twp 04N Rge 02W CANYON 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	
04N	02W	10																	3

Total Acres: 3

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 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.
- 4 Renter agrees to comply with all applicable state and federal laws while using water under this agreement

WATER RIGHT NO(S). 63-2461
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CONDITIONS OF WATER USE

5. 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
6. 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.
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. 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.

