



State of Idaho

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DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 24, 2002

Glenn Ward Dairy
c/o Dan Ward
277 East 400 South
Burley, ID 83318

RECEIVED

JAN 28 2002

Department of Water Resources
Southern Region

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK

Dear Mr. Ward:

Enclosed please find a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 120 AF of ground water for commercial/stockwater use from January 1, 2002 through December 31, 2002. Also enclosed is a copy of a receipt for the rental in the amount of \$1,320 that you submitted to the department for the rental.

If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, P.E.
Chief, Water Allocation Bureau

Encl: 2

c: Allen Merritt - IDWR - S. Region
Corey Skinner - IDWR - S. Region
45-07008

JAN 24 2002

0059414
Department of Water Resources

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Glenn Ward Dairy, LLC
2. Address: 277 East 400 South, Burley, ID 83318
3. Source of water: Ground water
4. Volume of water rented: 120 AFA, Max rate: 0.31 cfs
5. Diversion period: January 1, 2002 to December 31, 2002
6. Use of water: Commercial/stockwater
7.
 - a) Renter's points of diversion:
Legal descr: NW1/4NE1/4, NE1/4NE1/4 Section 15, T11S, R23E, B.M.
Pump HP: 7.5 Lift: 60 feet
 - b) Renter's place of use:
Legal descr: Dairy use in Section 15, T11S, R23E, B.M.
8. The water will be rented from right no. 45-07008.

The undersigned renter agrees to pay \$1,320 for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. The renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the irrigation season.
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 place of use of the water shall revert to its original place of use 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.
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.

Dated this 18 day of Jan, 2002.

Glenn Wands Dairy LLC / Dan Ward
Renter

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and Rule 30 of the Water Supply Bank Rules, IDAPA 37.02.03030, 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.

Dated this 24th day of January, 2002.

K. J. Dreher
KARL J. DREHER, Director
for Department of Water Resources