

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 803

This is to certify that:

PAM MCCUNE WARTHEN
7061 CANYON CREEK RD
MOUNTAIN HOME, ID 83647

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

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
61-12226	10/1/1874	CANYON CREEK	0.19	27.2	6.8	0.028	4.0
Rental Totals			0.19	27.2	6.8	0.028	4.0

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2028. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2024, whichever occurs last.

Annual Rental Fee:

2024 - 2028: \$625.60 annually

The full fee for the rental of the above-described right(s) is \$625.60 per year for years 2024 - 2028. The rental fee includes an administrative fee of \$62.56 per year for years 2024 - 2028.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Detailed water right conditions are attached.

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RECEIVED

DEC 12 2023

DEPARTMENT OF
WATER RESOURCES

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:

Pam M. Warthen
Signature of Renter

Dec. 6, 2023
Date

PAM M. WARTHEN
Printed Name

N/A
Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By Brian Patton
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 12/21/23

Rental approved by IDWR HP

Date 12/27/23

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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

CANYON CREEK SESW Sec. 36, Twp 02S, Rge 03E, ELMORE County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
0.19 CFS

VOLUME
27.2 AF

SEASON OF USE

From To
3/15 11/15

RENTERS PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	06E	35																2.2	2.2
03S	06E	2	4.6 L1																4.6

Total Acres: 6.8

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
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 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. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. 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.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversions.
10. This rental when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

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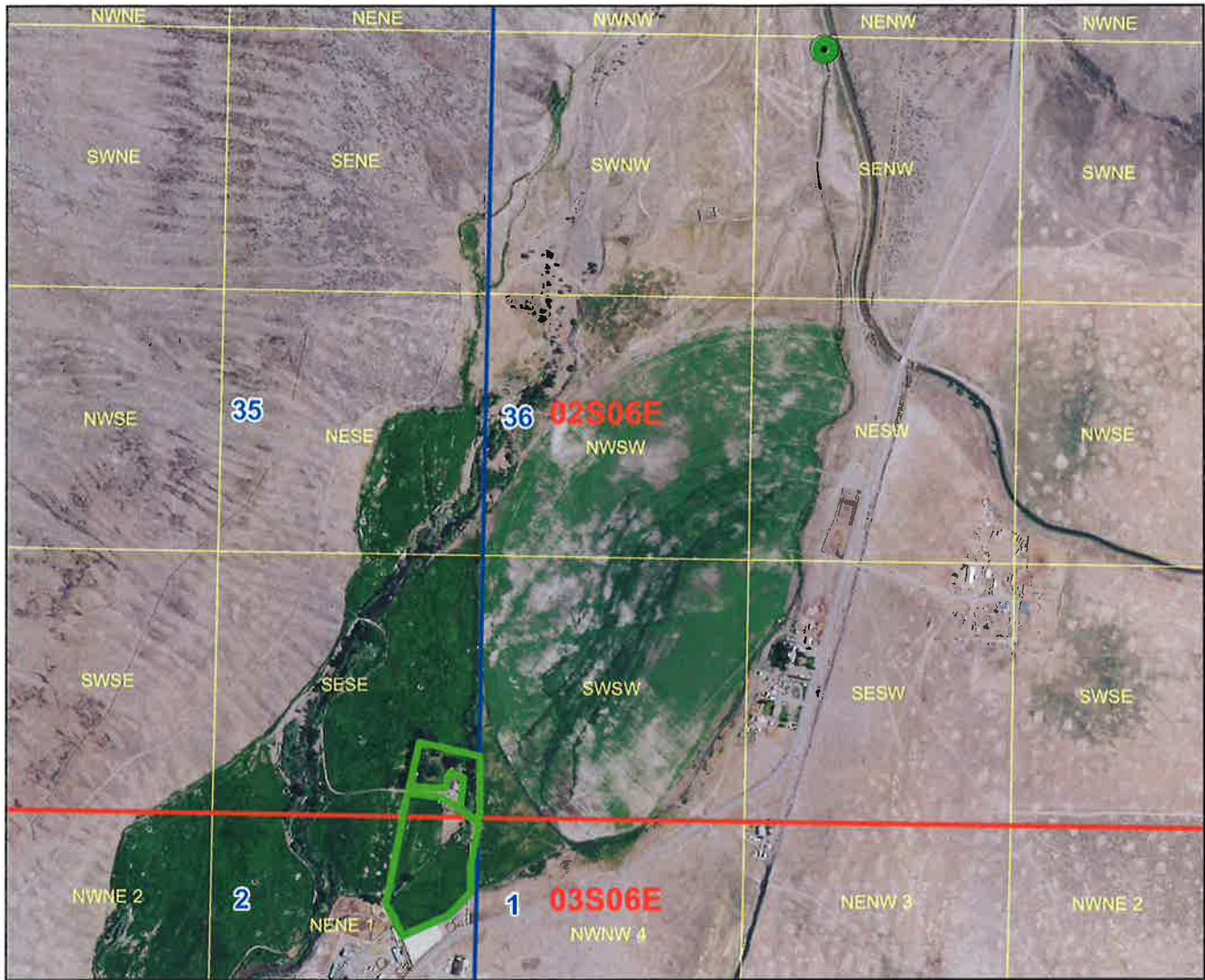
WATER SUPPLY BANK RENTAL AGREEMENT No. 803

11. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 10/26/2000.
12. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 61A.
13. This rental and rights 61-10033A and 61-252C when combined shall not exceed the irrigation of 6.8 acres.
14. This right does not grant any right-of-way or easement across the land of another.
15. The following rights are diverted through point(s) of diversion described above: 61-247, 61-253, 61-246 and 61-10429.

Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 803

Effective until December 31, 2028

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



0 1,000 2,000 3,000 Feet

Legend

- Water Supply Bank Rental Point of Diversion
- Water Supply Bank Rental Place of Use
- Township/Range
- Sections
- QQ





322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 28, 2023

PAM M WARTHEN
7061 CANYON CREEK RD
MOUNTAIN HOME, ID 83647

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-12226, AGREEMENT 803**

Dear Renter:

Please find enclosed a receipt in the amount of **\$625.60** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 27.2 acre-feet of water for irrigation of 6.8 acres during 2021. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$563.04 of the rental fee will be paid to the lessor(s) and 10% or \$62.56 will be retained by the Department to offset administrative costs for 2024.

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

A handwritten signature in blue ink that reads "Debra Mansfield". The signature is fluid and cursive.

Debra Mansfield

for
Water Supply Bank

Enclosures: Receipt No. C117505
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Western Regional Office
Representative

Water District

Ground Water District