



IDAHO DEPARTMENT OF
WATER RESOURCES

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Governor Brad Little

Director Mathew Weaver

November 12, 2025

DAVID MCNAUL
3648 N CENTREPOINT WAY UNIT 2J
MERIDIAN, ID 83646-7254

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO.65-25366, AGREEMENT 963**

Dear Renter:

Please find enclosed a receipt in the amount of **\$59.40** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 1.8 acre-feet of water for domestic use during 2025. 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 \$53.46 of the rental fee will be paid to the lessor(s) and 10% or \$5.94 will be retained by the department to offset administrative costs for 2026.

Sincerely,

Kris Margheim
for
Water Supply Bank

Enclosures: Receipt No. C123297
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Western Regional Office (via email)
Rep: Charlie S. Baser (via email)
Water District 65

SCANNED
NOV 12 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 963

This is to certify that:

GIVENS PURSLEY LLP
C/O MICHAEL P LAWRENCE C/O
CHARLIE S BASER 601 W
BANNOCK ST PO BOX 2720
BOISE, ID 83701-2720

DAVID MCNAUL
3648 N CENTREPOINT WAY UNIT 2J
MERIDIAN, ID 83646-7254

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)
65-23566	6/8/1945	NORTH FORK FAWN CREEK	0.01	1.8	0.6	0.02	3.0
Combined Rental Totals			0.01	1.8	0.6	0.02	3.0

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2029. 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 2025, whichever occurs last.

Annual Rental Fee:

2025 - 2029: \$59.40 annually

The full fee for the rental of the above-described right(s) is \$59.40 per year for years 2025 - 2029. The rental fee includes an administrative fee of \$5.94 per year for years 2025 - 2029.

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.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
DOMESTIC	0.01	0.6

*** * The authorized water usage reflects a reduction from the water right portions rented to account for nature of use change.**

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 29 2025

DEPT. OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 963

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:


Signature of Renter

9-25-2025

Date

DAVID W. MCNAUL
Printed Name

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, Executive Manager
Idaho Water Resource Board

Date

11/10/25

Rental approved by IDWR



Date

11/10/25

SCANNED
NOV 12 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 963

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

NORTH FORK FAWN CREEK L3NWNW Sec. 3, Twp 12N, Rge 03E, VALLEY County

BENEFICIAL USE
DOMESTIC

DIVERSION RATE
0.01 CFS

VOLUME
0.6 AF

SEASON OF USE

Water Right No. 65-23566 **From** 4/15 **To** 10/15

RENTERS PLACE OF USE: DOMESTIC

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13N	03E	35									X								X

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 period of use for the domestic described in this approval may be extended to a beginning date of 04/01 and an ending date of 10/31 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 04/01 and after 10/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than April 15, 1902.
10. 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. 65.
11. Domestic use is for 1 home and does not include lawn, garden, landscape, or other types of irrigation.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 963

Effective until December 31, 2029

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



Legend

- Water Supply Bank Rental POD
- Water Supply Bank Rental POU
- Township/Range
- Sections
- QQ



0 1,600 3,200 Feet