

AMENDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

RECEIVED

JUN 15 2022

DEPT OF WATER RESOURCES

This is to certify that:

EGIN BENCH CANALS INC
PO BOX 15
ST ANTHONY, ID 83445

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)
21-12897	4/25/1885	HENRYS FORK	14.7	1,570
21-12912	4/1/1939	HENRYS FORK	1.69	1,570
21-12934	3/1/1890	HENRYS FORK	14.7	1,570
Combined Limit Totals			31.0	1,570
21-12908	4/1/1939	HENRYS FORK	1.76	3,760
21-12921	7/29/1892	HENRYS FORK	7.35	3,760
21-12922	6/21/1888	HENRYS FORK	44.1	3,760
Combined Limit Totals			53.2	3,760
21-12910	4/1/1939	HENRYS FORK	2.57	1,870
21-12928	6/14/1895	HENRYS FORK	29.4	1,870
Combined Limit Totals			31.9	1,870
21-12961	2/9/1897	HENRYS FORK	16.2	949
21-12962	2/9/1897	HENRYS FORK	8.81	949
Combined Limit Totals			16.2	949
Combined Rental Totals			132	8,140

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2025. 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 2021, whichever occurs last.

Annual Rental Fee:

2021 - 2022: \$16,279.12 annually
2023 - 2025: \$18,720.99 annually

The full fee for the rental of the above-described right(s) is \$16,279.12 per year for years 2021 - 2022 and \$18,720.99 per year for years 2023 - 2025 and is based on the unrounded rental volume of 8,139.56 AF. The rental fee includes an administrative fee of \$16,279.12 per year for years 2021 - 2022 and \$18,720.99 per year for years 2023 - 2025. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 21-12897, 21-12912, 21-12934, 21-12908, 21-12921, 21-12922, 21-12910, 21-12961, 21-12962, 21-12928.

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.

AMENDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
GROUND WATER RECHARGE	132	6,745
Combined Total	132	6,745

** The authorized water usage reflects a reduction from the water right elements rented, to account for combined limits, change in nature of use, and rounding to whole numbers*

Detailed water right conditions are attached.



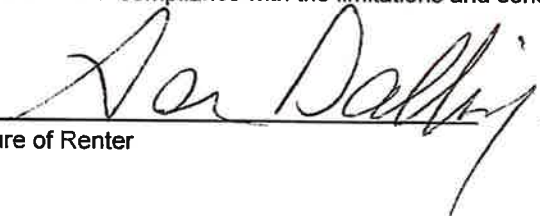
AMENDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

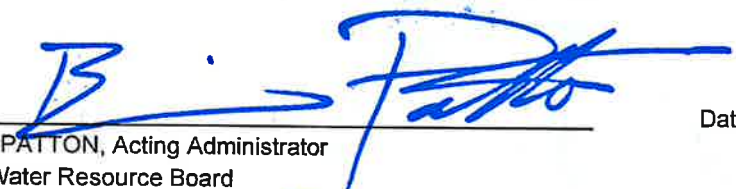
The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

 6-15-22
Signature of Renter Date

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  Date 6/22/22
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental approved by IDWR  Date 6/22/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

HENRYS FORK NENW Sec. 33, Twp 08N, Rge 41E, FREMONT County

BENEFICIAL USE

GROUND WATER RECHARGE

DIVERSION RATE

132.40 CFS

VOLUME

6745.40 AF

SEASON OF USE

From To
4/1 10/31

EXCEPT FOR THE FOLLOWING:

Water Right No.	From	To	
21-12934	4/1	7/1	14.7 CFS
21-12922	4/1	7/1	36.8 CFS
21-12928	4/1	7/1	29.4 CFS
21-12961	4/1	7/1	16.2 CFS
21-12934	7/2	7/16	7.34 CFS
21-12928	7/2	7/16	26.4 CFS
21-12934	7/17	8/1	14.7 CFS
21-12922	7/17	7/31	44.11 CFS
21-12928	7/17	7/31	29.4 CFS
21-12962	7/2	10/31	8.81 CFS
21-12934	8/2	10/31	7.34 CFS
21-12922	8/1	10/31	36.8 CFS
21-12928	8/1	10/31	26.4 CFS

RENTERS PLACE OF USE: GROUND WATER RECHARGE

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	38E	12			X	X					X			X	X	X			X
07N	39E	3						X L8	X	X		X	X						X
07N	39E	4	X L1	X L1 X L2	X	X				X					X	X		X	X
07N	39E	5											X						X
07N	39E	6																X	X
07N	39E	7	X	X	X	X	X		X X L2	X	X	X X L3	X X L4	X	X	X	X	X	X
07N	39E	8						X											X
07N	39E	17							X										X
07N	39E	18	X	X	X	X													X

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

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 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 authorization for the use of a water right based on a water right's priority date.
7. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
8. The water rights rented under this rental agreement are appurtenant to irrigation of 2325.9 acres.
9. The rental portion of water right 21-12934 is limited to a maximum diversion rate of 14.7 cfs from 4/1 - 7/1, and from 7/17 - 8/1, and a maximum diversion rate of 7.34 cfs from 7/2 - 7/16, and from 8/2 - 10/31.
10. The rental portion of water right 21-12922 is limited to a maximum diversion rate of 44.11 cfs from 4/1 - 7/1, and from 7/17 - 7/31, and a maximum diversion rate of 36.8 cfs from 7/2 - 7/16, and from 8/1 - 10/31.
11. The rental portion of water right 21-12928 is limited to a maximum diversion rate of 29.4 cfs from 4/1 - 7/1, and from 7/17 - 7/31, and a maximum diversion rate of 26.4 cfs from 7/2 - 7/16, and from 8/1 - 10/31.
12. The rental portions of water rights 21-12961 and 21-12962 are limited to a total combined diversion rate of 16.16 cfs.
13. Pursuant to Section 42-234(4), Idaho Code, to ensure that other water rights are not injured by the operations of the recharge project authorized by this right, the Director has authority to approve, disapprove, or require alterations in the methods employed to achieve ground water recharge.
14. Pursuant to Section 42-234(3), Idaho Code, the Director may reduce the amount of water that may be diverted for recharge purposes under this right even though there is sufficient water to supply the entire amount authorized for appropriation under this right.
15. Consistent with Section 42-234(5), Idaho Code, seepage from canals incidental to or coincident with delivery of irrigation water shall not be considered ground water recharge under this right. Canal seepage will be considered to be ground water recharge only when the canals are not conveying water for irrigation or other beneficial uses.
16. The renter shall record the daily quantity of water diverted for ground water recharge at the rental location place of use and shall report the diversion data for the prior calendar year to the Department by February 1 each year. Reporting shall occur in the manner specified by the Department, consistent with Section 42-701, Idaho Code. To facilitate this reporting requirement, the right holder shall install and maintain a totalizing measuring device approved by the Department at each point of diversion and at each point where water is delivered from the conveyance system into a designated recharge site.
17. Prior to the diversion and use of water under this approval, the renter shall comply with applicable water quality monitoring and/or permitting requirements administered by the Department of Environmental Quality or the Department of Interior.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

18. Use of water under this agreement 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, these water rights are within State Water District No. 01 and 100.
19. This rental is not an authorization for the described recharge effort to be used as mitigation or credit for any other purpose. The sufficiency of the recharge effort authorized under this rental for mitigation or credit for some other purpose may be determined by the Department upon proper submission of a mitigation plan pursuant to the Department's Rules of Conjunctive Management of Surface and Ground Water Resources, a mitigation plan to offset depletion in association with a water right application, a Management Program pursuant to Idaho Code Section 42-1416B, or any other proposal to utilize credit for the re



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

This is to certify that:

EGIN BENCH CANALS INC
PO BOX 15
ST ANTHONY, ID 83445

SUPERCEDED

RECEIVED

APR 22 2021

DEPARTMENT OF
WATER RESOURCES

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)
21-12897	4/25/1885	HENRYS FORK	15.5	742
21-12912	4/1/1939	HENRYS FORK	1.77	85.3
21-12934	3/1/1890	HENRYS FORK	15.5	742
Total Annual Combined Limit			32.8	1,569
21-12908	4/1/1939	HENRYS FORK	1.86	125
21-12921	7/29/1892	HENRYS FORK	7.72	518
21-12922	6/21/1888	HENRYS FORK	46.4	3,110
Total Annual Combined Limit			56	3,753
21-12910	4/1/1939	HENRYS FORK	2.71	150
21-12928	6/14/1895	HENRYS FORK	30.9	1,719
Total Annual Combined Limit			33.6	1,869
21-12961	2/9/1897	HENRYS FORK	17	949
21-12962	2/9/1897	HENRYS FORK	9.27	517
Total Annual Combined Limit			17	949

Combined Rental Totals **139** ***8,140**

***This rental is limited to an annual diversion volume of 6,745 AF at the measurement point of the rental place of use**

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2025. 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 2021, whichever occurs last.

Annual Rental Fee:

2021 - 2022: \$16,279.12 annually
2023 - 2025: \$18,720.99 annually

The administrative fee for the rental of the above-described right(s) is \$16,279.12 per year for years 2021 - 2022 and \$18,720.99 per year for years 2023 - 2025. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 21-12897, 21-12912, 21-12934, 21-12908, 21-12921, 21-12922, 21-12910, 21-12961, 21-12962, 21-12928.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

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)
GROUND WATER RECHARGE	139	6745
Combined Total	139	6745

** The authorized water usage reflects a reduction from the water right elements rented, to account for historical use of the water rights rented*

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

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:

Aaron Dalling 4-20-21
Signature of Renter Date

Aaron Dalling Secretary
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 4/23/21
BRIAN PATTON, Acting Administrator Date
Idaho Water Resource Board

Rental approved by IDWR Plummer 4/23/21
Date

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

HENRYS FORK NENW Sec. 33, Twp 08N, Rge 41E, FREMONT County

BENEFICIAL USE

GROUND WATER RECHARGE

DIVERSION RATE

139 CFS

VOLUME

6280 AF

SEASON OF USE

FROM 4/1 TO 10/31

EXCEPT FOR THE FOLLOWING:

Water Right No.	From	To	Diversion Rate
21-12934	4/1	7/1	15.5 CFS
	7/2	7/16	7.72 CFS
	7/17	8/1	15.5 CFS
	8/2	10/31	7.72 CFS
21-12922	4/1	7/1	46.4 CFS
	7/2	7/16	38.6 CFS
	7/17	7/31	46.4 CFS
	8/1	10/31	38.6 CFS
21-12928	4/1	7/1	30.9 CFS
	7/2	7/16	27.8 CFS
	7/17	7/31	30.9 CFS
	8/1	10/31	27.8 CFS
21-12961	4/1	7/1	17 CFS
21-12962	7/2	10/31	9.27 CFS

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

RENTERS PLACE OF USE: GROUND WATER RECHARGE

Twp	Rng	Sec	NE				NW				SW				SE			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
07N	38E	12			X	X					X			X	X	X		
07N	39E	3						X L8	X	X		X	X					
07N	39E	4	X L1	X L1 X L2	X	X				X					X	X		X
07N	39E	5											X					
07N	39E	6																X
07N	39E	7	X	X	X	X	X		X X L2	X	X	X X L3	X X L4	X	X	X	X	X
07N	39E	8						X										
07N	39E	17							X									
07N	39E	18	X	X	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. Right Nos. 21-12961 and 21-12962 are limited to the irrigation of a combined total of 3690 acres in a single irrigation season.
10. The water rights rented under this rental agreement are appurtenant to irrigation of 2325.9 acres.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 502

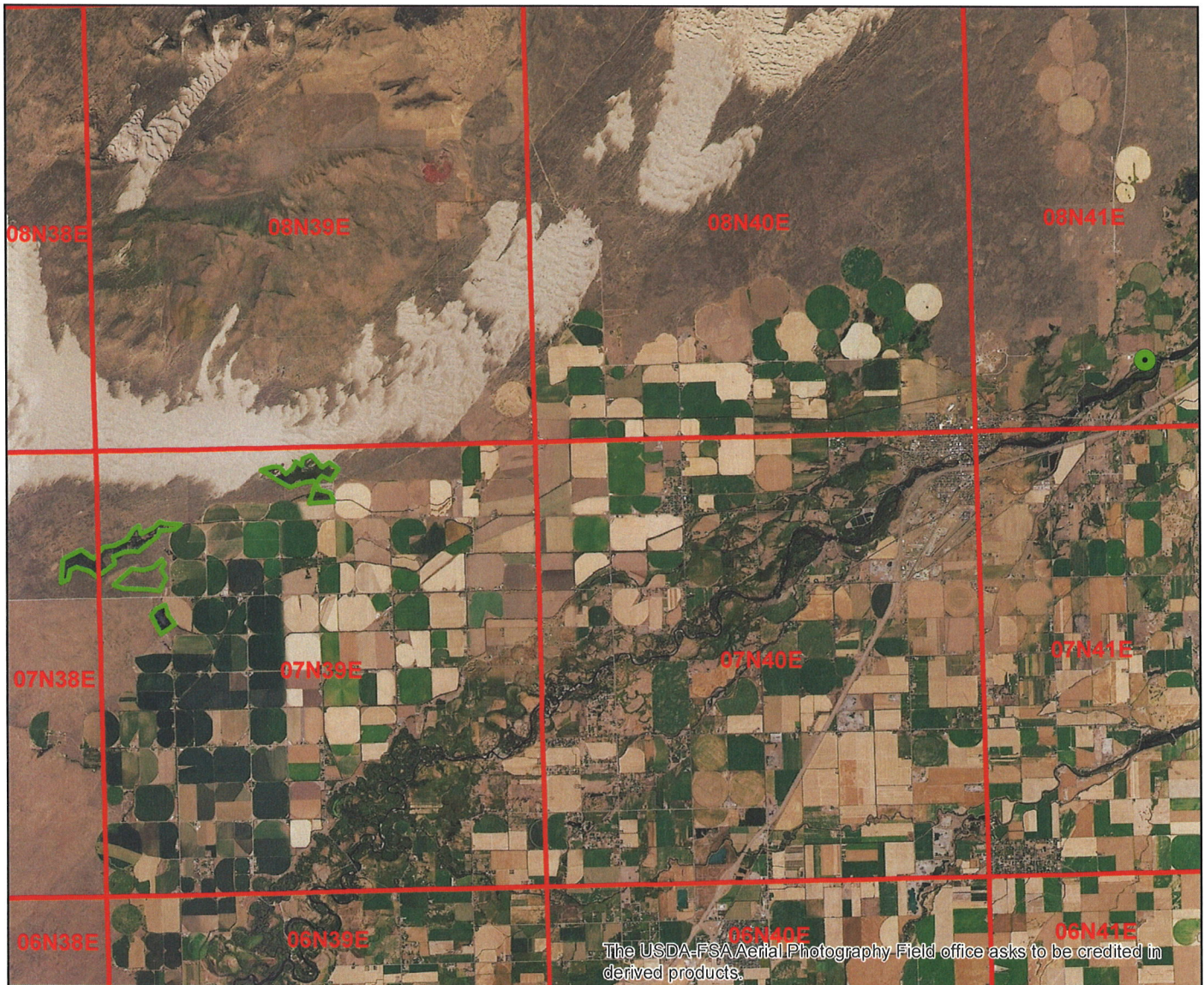
11. The rental portion of water right 21-12934 is limited to a maximum diversion rate of 15.5 cfs from 4/1 - 7/1, and from 7/17 - 8/1, and a maximum diversion rate of 7.72 cfs from 7/2 - 7/16, and from 8/2 - 10/31.
12. The rental portion of water right 21-12922 is limited to a maximum diversion rate of 46.4 cfs from 4/1 - 7/1, and from 7/17 - 7/31, and a maximum diversion rate of 38.6 cfs from 7/2 - 7/16, and from 8/1 - 10/31.
13. The rental portion of water right 21-12928 is limited to a maximum diversion rate of 30.9 cfs from 4/1 - 7/1, and from 7/17 - 7/31, and a maximum diversion rate of 27.8 cfs from 7/2 - 7/16, and from 8/1 - 10/31.
14. The rental portions of water rights 21-12961 and 21-12962 are limited to a total combined diversion rate of 17 cfs.
15. Pursuant to Section 42-234(4), Idaho Code, to ensure that other water rights are not injured by the operations of the recharge project authorized by this right, the Director has authority to approve, disapprove, or require alterations in the methods employed to achieve ground water recharge.
16. Pursuant to Section 42-234(3), Idaho Code, the Director may reduce the amount of water that may be diverted for recharge purposes under this right even though there is sufficient water to supply the entire amount authorized for appropriation under this right.
17. Consistent with Section 42-234(5), Idaho Code, seepage from canals incidental to or coincident with delivery of irrigation water shall not be considered ground water recharge under this right. Canal seepage will be considered to be ground water recharge only when the canals are not conveying water for irrigation or other beneficial uses.
18. The renter shall record the daily quantity of water diverted for ground water recharge at the rental location place of use and shall report the diversion data for the prior calendar year to the Department by February 1 each year. Reporting shall occur in the manner specified by the Department, consistent with Section 42-701, Idaho Code. To facilitate this reporting requirement, the right holder shall install and maintain a totalizing measuring device approved by the Department at each point of diversion and at each point where water is delivered from the conveyance system into a designated recharge site.
19. Prior to the diversion and use of water under this approval, the renter shall comply with applicable water quality monitoring and/or permitting requirements administered by the Department of Environmental Quality or the Department of Interior.
20. Use of water under this agreement 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, these water rights are within State Water District No. 01 and 100.
21. This rental is not an authorization for the described recharge effort to be used as mitigation or credit for any other purpose. The sufficiency of the recharge effort authorized under this rental for mitigation or credit for some other purpose may be determined by the Department upon proper submission of a mitigation plan pursuant to the Department's Rules of Conjunctive Management of Surface and Ground Water Resources, a mitigation plan to offset depletion in association with a water right application, a Management Program pursuant to Idaho Code Section 42-1416B, or any other proposal to utilize credit for the recharge effort.

Idaho Water Resource Board

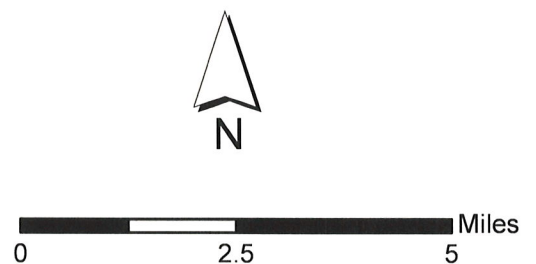
Attachment to Water Supply Bank Rental Agreement No. 502

Effective until December 31, 2025

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



-  Authorized Rental Point of Diversion
-  Authorized Rental Place of Use
-  Township/Range



STATE OF IDAHO
WATER RESOURCE BOARD

**APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK**

RECEIVED
OCT 19 2020
DEPARTMENT OF
WATER RESOURCES

Applicant Name: Egin Bench Canals, Inc.

Is this application being submitted with a lease application as a lease/rental package?

Yes ☒ No ☐

If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. **Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.**

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

Yes

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

- | | | |
|----|-------------------------------------|--|
| 2 | ☒ | A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request |
| 3A | ☐ | ☒ Detailed information on a proposed use of rental water |
| 3F | ☒ | ☐ Authorization from the owner/operator of the rental point(s) of diversion |
| 3H | ☒ | ☐ Water modeling to account for the impacts of the rental request |
| 3J | ☒ | ☐ Documents justifying a rate of flow greater than 0.02 cfs/acre |
| 3K | ☒ | ☐ Authorization from the owner/operator of the property at the proposed rental place(s) of use |
| 4B | ☒ | ☐ Explanation of how the rental water will sufficiently accomplish your rental purposes |
| 4C | ☒ | ☐ Explanation of consumptive use amounts for water rights experiencing a change in nature of use |

Department Use Only – Proposed Water Right(s)

21-12897	21-12934	21-12921	21-12910	21-12961
21-12912	21-12908	21-12922	21-12922	21-12962

1288
1791

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Egin Bench Canals, Inc.

Mailing Address PO BOX 15 ST. Anthony Idaho 83445

Street

City

State

Zip Code

Email Address aaron.fmid@myidahomail.com

Phone Number 208-624-3381

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐

If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative Aaron Dalling

Professional Title Secretary

Organization Egin Bgin Bench Canals Inc

Relationship to Applicant _____

Mailing Address PO BOX 15 St. Anthony Idaho 83445

Email Address aaron.fmid@myidahomail.com

Phone Number 208-624-3381

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:

We propose to rent our own natural flow water associated with acres that are not currently being irrigated back from the Water Supply Bank and recharge the water into the aquifer. We identified 2,466.1 acres in our irrigated place of use that are not currently being irrigated. (Continued on attachment 3A)

B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
147.33 CFS	8631.5 AF	CFS	AF	AC

* Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
4/1/2021		☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☒ Process application as soon as possible	☐ Return application to applicant

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):

The water will be diverted at the St. Anthony Union Canal and delivered to the Egin Lakes Recharge Sites (See attachment 2)

- E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
St. Anthony Union Canal	Henrys Fork	None

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

- F. Has documented consent from all relevant water delivery entities been obtained? Yes ☐ N/A ☒

If yes, include documented consent as Attachment 3F.

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes ☐ No ☒

Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

- H. Has water modeling been provided with your rental request? Yes ☐ N/A ☒

If yes, label modeling Attachment 3 H.

Rental applications that require modeling will be returned if modeling is not provided.

- I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

- ☐ Irrigation _____ (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
- ☒ Other: Aquifer Recharge from: 04/01 (mm/dd) to: 10/31 (mm/dd)

- J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A ☒ Yes ☐ No ☐

If yes, justify the rate of flow and attach any supporting documents as Attachment 3J. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

- K. Do you own the land at the proposed rental place of use (POU)? Yes ☐ No ☒

If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it Attachment 3K.

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:

None

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☒ No ☐

If yes, specify below the elements of the water rights you are requesting to rent. If no, continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via IDWR's website.

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.** For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
21-12897	Irrigation	16.38	786.7	224.8		16.38	786.7	224.8
21-12912	Irrigation	1.88	90.5	25.8		1.88	90.5	25.8
21-12934	Irrigation	16.38	786.7	224.8		16.38	786.7	224.8
21-12908	Irrigation	1.97	131.9	37.7		1.97	131.9	37.7
21-12921	Irrigation	8.19	549.6	157		8.19	549.6	157.0
21-12922	Irrigation	49.15	3297.6	942.2		49.15	3297.6	942.2
21-12910	Irrigation	2.87	159.5	45.6		2.87	159.5	45.6
21-12922	Irrigation	32.77	1823.0	520.8		32.77	1823.0	520.8
21-12961	Irrigation	18.02	1006.0	287.4		18.02	1006	287.4
21-12962	Irrigation	9.83	548.7	156.8		9.83	548.7	156.8
<i>Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank</i>					TOTAL	147.63	8631.5	2466.1
						CFS	AF	AC

*Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

NA

C. Does your rental request propose to change the nature of use for any water right(s) being rented?

Yes ☒ No ☐

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C**:

It is proposed the nature of use for the water associated with this lease be changed from irrigation to aquifer recharge for the 5 year term of the lease

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☐ No ☒
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☐ No ☒
If yes, describe:

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☒
If yes, describe the date and location of the NOV.

- D. Additional Information

DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.


Signature of Applicant

Mike Rasmussen, President
Printed Name of Applicant

10-13-20
Date


Signature of Representative

Aaron Dalling, Secretary
Printed Name of Representative

10-13-20
Date

Mail to:

Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

STATE OF IDAHO
WATER RESOURCE BOARD

Water Modeling Requirement Information Sheet

Information on water modeling requirements for rental requests within special administrative areas

Important information on requesting rental water within special administrative areas: Refer to the information below to determine whether the modeling of potential impacts from your rental request is necessary. Use Section 4 of the rental application to identify selected water rights. **If you submit an application to rent water from within a special administrative area and water modeling is required, your rental request will be returned if water modeling is not provided.**

Water modeling may be required when an application to rent water involves one of two scenarios:

Scenario 1: The rental request proposes to divert water from a regulated water source and/or within a special administrative area AND the distance between the rental point(s) of diversion (POD) and the POD(s) for the leased water right(s) is greater than the administratively established, acceptable distance.

Regulated water sources may areas include:

- A. Ground water resources within the modeled area of the Eastern Snake Plain Aquifer (ESPA) and tributary aquifers;
- B. Ground water within Ground Water Management Areas (GWMAs) or Critical Ground Water Areas (CGWAs);
- C. Water resources within other specified administrative areas, as established by the Idaho Water Resource Board (IWRB) or the Idaho Department of Water Resources.

The distance between any rental POD(s) and the POD(s) for a leased water right to be rented is important. On the ESPA, distance is measured in terms of model cells that cover an area of one square mile. Ground water modeling is not required if lease POD(s) and rental POD(s) are located within the same model cell or within adjacent model cells. If the lease and rental PODs are separated by more than one model cell groundwater modeling must be completed using the IDWR ESPA Transfer Tool and modeling results must be submitted with the rental application. ESPA modeling tools can be accessed and freely downloaded from IDWR's website by visiting: www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.

Ground water modeling may be required within GWMAs, CGWAs or other regulated administrative areas. Applicants who desire to rent water within an established GWMA, CGWA or other regulated administrative area should consult IDWR's website before submitting their application to review the current status of administrative orders related to regulated administrative areas. Consult www.idwr.idaho.gov/WaterInformation/GroundWaterManagement/designated_areas.htm for information on GWMAs or CGWAs, visit <https://idwr.maps.arcgis.com/home/> to use mapping tools to find other regulated areas.

Applicants interested in renting water within a GWMA, CGWA or other regulated administrative areas should request water rights that have been leased into the Bank from within the same administrative area. Generally, the Bank will not permit a rental of water within a regulated administrative area if the leased water rights are not located within that same administrative area.

Scenario 2: A rental request proposes to divert water from a different but hydraulically connected water source.

Modeling situations may include:

- A. Rental requests that propose to divert surface water rights via ground water POD(s) (wells); and
- B. Rental requests that propose to divert ground water from one aquifer when the right being rented authorizes the diversion of ground water from a hydraulically connected, tributary aquifer.

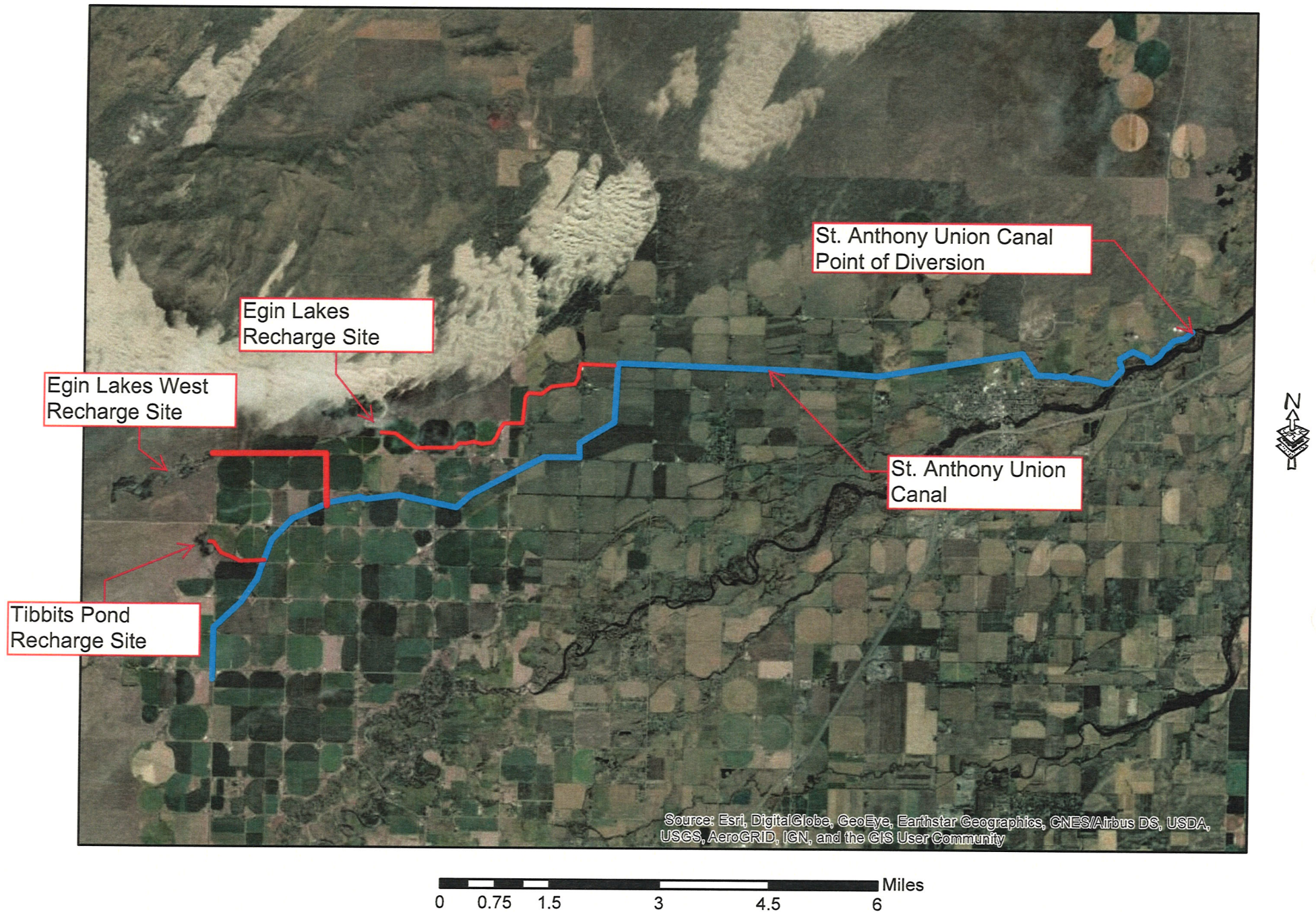
Rental requests that propose to divert surface water rights from ground water points of diversion may be considered if ground water modeling establishes that the surface and ground water resources are directly and immediately hydraulically connected. An acceptable hydraulic connection occurs when at least 50 percent of the total depletions from a well are detectable from the original water source within a 24 hour period. The existing (leased) POD and proposed (rental) POD must be proximate such that diversion and use of water from the proposed POD would have substantially the same effect on the hydraulically-connected source as diversion and use of water from the original POD.

Requests to rent ground water across tributary aquifer sources may be considered if ground water modeling is provided to demonstrate that two aquifers are hydraulically connected and the anticipated impacts of diverting ground water from one source through the other is modeled accordingly.

For more information about rental application requirements, contact IDWR at (208) 287-4800.

Attachment 2

Egin Lakes Recharge Sites and Delivery System





0003833169

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0003833169

Date Filed: 4/3/2020 2:21:17 PM

Entity Name and Mailing Address:

EGIN BENCH CANALS, INC.

The file number of this entity on the records of the Idaho Secretary
of State is: 0000326698

Address

PO BOX 15
SAINT ANTHONY, ID 83445-0015

Entity Details:

Entity Status

Active-Good Standing

This entity is organized under the laws of:

IDAHO

If applicable, the old file number of this entity on the records of the
Idaho Secretary of State was: C105872

The registered agent on record is:

Registered Agent

AARON R DALLING
Registered Agent
Physical Address
350 N 6TH W
ST ANTHONY, ID 83445
Mailing Address

Corporate Officers and Directors:

Name	Title	Business Address
GEORGE M CRAPO	Director	726 N 2100 E ST ANTHONY, ID 83445
JEFFERY D RAYBOULD	Director	301 N 1500 E ST ANTHONY, ID 83445
RANDOLPH H BROWN	Director	6028 N 4000 N REXBURG, ID 83440
AARON R DALLING	Secretary	279 NORTH 2450 EAST ST ANTHONY, ID 83445
MIKE RASMUSSEN	President	4991 W 5000 N REXBURG, ID 83440
MIKE LOVELAND	Director	662 SAND CREEK ROAD ST ANTHONY, ID 83445
DOUGLAS HANKS	Director	624 NORTH SPRUCE - PARKER

B0499-3413 04/03/2020 2:21 PM Received by ID Secretary of State Lawe



The annual report must be signed by an authorized signer of the entity.

Aaron Dalling

Sign Here

04/03/2020

Date

Job Title: Secretary

B0499-3414 04/03/2020 2:21 PM Received by ID Secretary of State Law



IDAHO DEPARTMENT OF
WATER RESOURCES

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 Gary Spackman

June 23, 2022

EGIN BENCH CANALS INC
PO BOX 15
ST ANTHONY, ID 83445

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 21-12897, 21-12912, 21-12934, 21-12908, 21-12921, 21-21922, 21-
12910, 21-12928, 21-12961 & 21-12962 AMENDED AGREEMENT 502**

Dear Renter:

Please find enclosed a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 8,140 acre-feet of ground water recharge. 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.

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

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosures: Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office



IDAHO DEPARTMENT
WATER RESOURCES

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 Gary Spackman

June 15, 2022

EGIN BENCH CANALS INC
PO BOX 15
ST ANTHONY, ID 83445

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 21-12897, 21-12921, 21-12934, 21-12908, 21-12921, 21-12922, 21-12910, 21-12928, 21-12961 & 21-12962, AMENDED AGREEMENT 502**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and 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.

A rental fee of **\$16,279.12** for 2022 was calculated based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 8,140 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$16,279.12** for 2022. An annual payment shall be received by the Department prior to the execution of this agreement and prior to January 1 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$16,279.12 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

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

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosure(s)

c: IDWR Front Desk

MEMORANDUM

To: Water Right File No(s). 21-12897, 21-12908, 21-12910, 21-12912, 21-12921, 21-12922, 21-12928, 21-12934, 21-12961, 21-12962

From: Mary Condon

Date: June 10, 2022

Re: Correction to Rate Rented for Rental Agreement 502

Rental Agreement 502, authorized for 2021 to 2025, has a rented rate of 139 cfs which is higher than the leased rate of 132.4, rounded to 132 cfs, under Lease Contract 1335. The error was brought to the attention of the Bank by Water District 1, and this memo shows calculations for amendment to correct.

Only the irrigation portion was brought into the bank, but several of the rights have multiple purposes, with combined rates equal to the irrigation rate total for each right. This should be examined further at a later date, where the sub-use rates may need to be removed from the leasable/rentable rate to avoid enlargement.

Specific rates for exceptions to season of use for rights 21-12934, 21-12928 and 21-12922, have been updated on the rental agreement and in the conditions as well.

Rental rate allowable is 132 cfs. Aaron Dalling for Egin Bench has been informed ahead of the formal amendment. Changes do not impact calculations of fees or annual volume.

Stacked Rights	licensed				leased/rented				reduced/limited to C/U 2.9			
	Rate	Volume	Acre	Rate/Acre	Rate	Volume	Acre	Rate/Acre	Rate	Volume	Acre	Rate/Acre
21-12897	200		6103	0.03	14.68	1568	448	0.03	14.68	1299.2	448.0	0.03
21-12912	23		6103	0.00	1.69	1568	448	0.00	1.69	1299.2	448.0	0.00
21-12934	200		6103	0.03	14.68	1568	448	0.03	14.68	1299.2	448.0	0.03
	423		6103	0.07	31.05	4704	1344		31.05	3897.6	1344.0	
					31.05	1568	448	0.07	31.05	1299.2	448.0	0.07
						0				0.0		
21-12910	35.00		7272	0.00	2.57	1869	534	0.00	2.57	1548.6	534.0	0.00
21-12928	400		7272	0.06	29.37	1869	534	0.06	29.37	1548.6	534.0	0.06
	435		7272	0.06	31.94	3738	1068		31.94	3097.2	1068.0	
					31.94	1869	534	0.06	31.94	1548.6	534.0	0.06
						0				0.0		
21-12908	24.00		14596	0.00	1.76	3755.5	1073	0.00	1.76	3111.7	1073.0	0.00
21-12921	100		14596	0.01	7.35	3755.5	1073	0.01	7.35	3111.7	1073.0	0.01
21-12922	600		14596	0.04	44.11	3755.5	1073	0.04	44.11	3111.7	1073.0	0.04
	724.00		14596	0.05	53.22	11266.5	3219		53.22	9335.1	3219.0	
					53.22	3755.5	1073	0.05	53.22	3111.7	1073.0	0.05
						0				0.0		
21-12961	220		3690	0.06	16.16	948.5	271	0.06	16.16	785.9	271.0	0.06
21-12962	120		3690	0.03	8.81	948.5	271	0.03	8.81	785.9	271.0	0.03
	220		3690	0.06	24.97	1897	542		24.97	1571.8	542.0	
					16.16	948.5	271	0.06	16.16	785.9	271.0	0.06
	1802.00				132.37	8141	2326	0.06	132.4	6745.4	2326.0	0.06
	1669.63					8141		3.5 af/ac				2.9 af/ac

The season of use reductions, are as:

Stacked Ri	reduced/limited to	C/U 2.9								
	Rate	Volume	Acres	Rate/Acre						
					29-12934					
					From	To	Diversion			
							Rate			
21-12897	14.68	1299.2	448.0	0.03						
21-12912	1.69	1299.2	448.0	0.00	2-Aug	31-Oct	7.34	50%		
21-12934	14.68	1299.2	448.0	0.03	1-Apr	1-Jul	14.7			
	31.05	3897.6	1344.0		2-Jul	16-Jul	7.34			
	31.05	1299.2	448.0	0.07	17-Jul	1-Aug	14.7			
		0.0								
					21-12928					
					From	To	Diversion			
							Rate			
21-12910	2.57	1548.6	534.0	0.00	1-Apr	1-Jul	29.4			
21-12928	29.37	1548.6	534.0	0.06	2-Jul	16-Jul	26.4	90%		
	31.94	3097.2	1068.0		17-Jul	31-Jul	29.4			
	31.94	1548.6	534.0	0.06	1-Aug	31-Oct	26.4			
		0.0								
21-12908	1.76	3111.7	1073.0	0.00						
21-12921	7.35	3111.7	1073.0	0.01						
					21-12922					
					From	To	Diversion			
							Rate	Volume		
21-12922	44.11	3111.7	1073.0	0.04	2-Jul	16-Jul	36.8	83%		
	53.22	9335.1	3219.0		17-Jul	31-Jul	44.11			
	53.22	3111.7	1073.0	0.05	1-Apr	1-Jul	44.11			
		0.0			1-Aug	31-Oct	36.8			
21-12961	16.16	785.9	271.0	0.06						
21-12962	8.81	785.9	271.0	0.03						
	24.97	1571.8	542.0		21-12961	4/1-7/1	SOU			
	16.16	785.9	271.0	0.06	21-12962	7/2-10/31	SOU			
	132.4	6745.4	2326.0	0.06						
				2.9 af/ac						



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

April 23, 2021

EGIN BENCH CANALS INC
PO BOX 15
ST ANTHONY, ID 83445

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 21-12897, 21-12912, 21-12934, 21-12908, 21-12921, 21-12922, 21-12910, 21-12928, 21-12961 & 21-12962, AGREEMENT 502**

Dear Renter:

Please find enclosed a receipt in the amount of **\$16,279.12** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 8,140 acre-feet of water for ground water recharge 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, the rental fee will be retained by the Department to offset administrative costs since you are the owner of the right(s).

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

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosures: Receipt No. C110273
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

April 13, 2021

EGIN BENCH CANALS INC
PO BOX 16
ST ANTHONY, ID 83445

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 21-12897, 21-12912, 21-12934, 21-12908, 21-12921, 21-12922, 21-12910, 21-12928, 21-12961 & 21-12962, AGREEMENT 502

TIME SENSITIVE RESPONSE REQUIRED

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and 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.

A rental fee of **\$16,279.12** was calculated based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 8,140.0 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$16,279.12.** An annual payment shall be received by the Department prior to the execution of this agreement and prior to January 1 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$16,279.12 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

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

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosure(s)

c: IDWR Front Desk

MEMORANDUM FOR AGREEMENT #502

To: Water Right(s) 21-12897, 21-12912, 21-12934, 21-12908, 21-12921, 21-12922, 21-12910, 21-12928, 21-12961, and 21-12962

From: Scott Storms

Date: February 17, 2021

Re: Review & Analysis of Egin Bench Canal Company's Application to Rent Water Rights from the State Water Supply Bank

PURPOSE/NARRATIVE: On October 19, 2020 Egin Bench Canal Company (EBC) submitted application to rent water from the Water Supply Bank (Bank). The application was received as part of lease/rental package proposing to rent the entirety of the volume leased to the bank for a change in use to use as recharge. The original lease application and subsequent rental was for a total of 8631.5 af. After initial review and concerns of enlargement of the prior lease contract, EBC requested to reduce the overall acres and volume leased to the Bank, which subsequently reduced the volume and rate available for this rental to 8139.6 af and 139.2 cfs.

This lease/rental package was essentially a renewal of rental agreement 51, from 2016 to 2020, which at that time was an agreement with Fremont-Madison Irrigation District (FMID). As stated above, the current application was submitted by Egin Bench Canal Company. During the extensive Departmental review and discussion that took place in 2016, it was decided that diversion volumes associated with cropping practices within the Egin Bench service area would be used to establish an appropriate diversion volume limit for this rental.

AUTHORITY TO FILE: The rental request was submitted by Aaron Dalling and signed by both Aaron Dalling as Secretary of EBC and Mike Rasmussen as President of EBC. Review of the Secretary of State 2020 annual business report for EBC confirmed these titles. No concerns of signing authority. The application proposes to divert the water from a point of diversion and through a canal (St. Anthony Canal) that is managed by EBC, so there is no concerns over authority to divert through this canal.

The recharge place of use features ponds, located on property owned by the BLM, D J & J Farms, and Unit 1 LLC at points where the St. Anthony canal terminates. The map included with the application referred to three separate recharge ponds, the Egin Lakes Recharge Site, the Egin Lakes West Recharge Site, and the Tibbits Pond Recharge Site. Upon request, EBC provided documentation of agreements with the Bureau of Land Management (BLM) that gave permission to operate recharge sites on BLM lands at the location of the Egin Lakes and Egin Lakes West sites.

Prior agreement 51 only included the Egin Lakes West site and that rental application included a copy of a BLM permit authorizing Egin Bench to operate, maintain, and terminate a recharge site at the rental POU (Section 12 of T07N, R38E and Section 7, lots 2 and 3 of T07N, R38E) through 2024.

Proof of authorization for EBC to operate recharge operations at the Tibbits Pond and Egin Lakes sites was requested on February 18, 2021, and documents providing that authorization were supplied later that same day.

There are no for the concerns of authority to file or to operate at the recharge sites.

WATER RIGHT VALIDITY: Water Right(s) 21-12897, 21-12908, 21-12910, 21-12912, 21-12921, 21-12922, 21-12928, 21-12934, 21-12961 and 21-12962 were decreed in 2011 and 2012 and portions of all these rights were accepted into the Bank for years 2016-2020. A new contract will also be accepting portions of these rights into the Bank for 2021 – 2025. There are no concerns about the validity of these water rights.

INJURY TO OTHER WATER RIGHTS: During the 2016 review, Much discussion was had regarding the potential of the rental to cause injury, particularly to American Falls storage water rights, which might be impacted if the rental authorized diversions of water (for recharge) during times when it would not historically have been diverted for the decreed irrigation use. Discussions at that time with Water District 01 staff suggested that diversion for recharge under the rental might be restricted to times when water had historically been diverted into the Egin Bench canals for irrigation use. Following review of historic diversion records (1980-1985 & 2010-2015) submitted by Egin Bench however, it seemed diversion under the rental as early as April 1 might be acceptable. A standard rental condition on that rental agreement authorizing the Water District Watermaster to administer the rental allowed diversions under that rental to be restricted to times when it would not cause injury to other water rights. This same conditioning will remain on the new rental agreement.

The prior review also acknowledged that injury might also occur if water quality was degraded through recharge under the rental, however it recognized that the rental is similar to a 2008 recharge experiment which was conducted by IWRRRI and IDWR¹ at the rental POU. No negative impacts were reported in the technical report of that recharge experiment. Both the BLM Right-of-Way (ROW) permit conditions and the rental approval conditions addressed monitoring of the project to ensure injury is avoided. The new rental agreement will included these same monitoring conditions.

ENLARGEMENT OF USE: This rental proposes a change in nature-of-use from irrigation to ground water recharge. When a change in nature-of-use occurs, it has been IDWRs practice to prevent injury and enlargement by reducing the rights to their historic consumptive use value. The nature of use proposed under this rental is largely non-consumptive and will certainly not increase consumption or significantly change the location of return flows from the decreed water use. As such, a consumptive-use restriction is not necessary for this rental and instead historic irrigation diversion volumes are being utilized to establish a diversion volume limit for the rental. Similar logic was employed for the approval of a transfer for the City of Gooding².

During the 2016 rental application review, historic cropping practices within the Egin Bench system were reviewed to establish a historic diversion volume limit for this recharge rental. USDA Cropland Data Layer (CDL) information specific to the Egin Bench service area for years 2011-2015 was reviewed in conjunction with USBoR Agrimet reports (for evapotranspiration/precipitation deficit data) to establish a maximum, location-specific, headgate diversion volume for the leased water rights. The highest annual headgate diversion volume (2.9 AF/AC) occurred in 2012 and this is the diversion volume multiplier that was used to establish a diversion volume limit for the 2016 FMID rental. An IDWR memo documenting the methodology for calculating diversion volumes for WSB ground water recharge rentals from

¹ Monitoring of Egin, Idaho Recharge Experiment, Fall 2008. Contor, B.A., Taylor, S.L. (IWRRRI); Quinn, G.W. (Bill), (IDWR), IWRRRI Technical Completion Report 200901, June 2009.

<https://idwr.idaho.gov/files/publications/200906-OFR-Egin-Monitoring-Rpt-2008.pdf>

² Transfer 78927 approved March 7, 2014 for the City of Gooding; WR file # 37-262A
<http://wenet/apps/appsMisc/docSelection.asp?Basin=37&Sequence=262&SplitSuffix=A>

irrigation water rights was also been produced.³ The leased acres currently being rented under agreement 502 are a portion of those acres that were originally idled under 2016 lease contract 378. Because these acres were not irrigated during the 5 year period of the prior lease, the duty of water formerly associated with those acres would not have changed and therefore the field headgate volume of 2.9 AF/AC calculated during the 2016 evaluation be used to establish the diversion volume limit for rental agreement 502.

The recharge water will be limited to the priorities and the seasons-of-use of the leased irrigation rights. The delivery system is available for year-round use but the rented water rights are not. The renter requested to divert 8,140 AF of water for recharge in each year of the five year rental, beginning April 1, 2016, however the diversion volume is being limited to 6745 AF. According to a report written by IDWR personnel⁴, the Egin Lakes area is limited to a potential infiltration capacity of 2200 AF per month. (Refer to the summary Table 10 on page 41.) Injection/recharge may thus be accomplished in 4 months. The requested volume is reasonable. The flow rate is expected to be limited by the infiltration rate of the pond area.

LOCAL PUBLIC INTEREST: The 2016 rental request was advertised to solicit public input, however no comments were received. There have also been no comments or concerns brought forth to the Department during the term of the prior rental. There is no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The rental appears consistent with the conservation of water resources in Idaho. The WSB however will not be responsible for determining the success of the recharge. The rental agreement will be conditioned so that regular measurements and annual reporting of recharge activity will be required.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The proposed water rights are subject to WD 01-Upper Snake River, and WD 100-St. Anthony-Rexburg Area Watermaster control. Comment from Eastern Region contact James Cefalo and Watermaster Tony Olenichak was requested.

³ Determining Irrigation Water Volume Diverted at Field Headgate for Purposes of Evaluating a Water Supply Bank Rental Application for Ground Water Recharge. Anders, M., Buyer, R. (IDWR), June 2016.

⁴ Incorporating Recharge Limitations into the Prioritization of Aquifer Recharge Sites Based on Hydrologic Benefits Using ESPAM2.1 McVay, M., Idaho Department of Water Resources, November 2015.
<http://idwr.idaho.gov/files/publications/201511-OFR-Limitations-Prioritization-of-Aquifer-Recharge-Sites-EPAM21.pdf>

Storms, Scott

From: aaron.fmid@myidahomail.com
Sent: Thursday, February 18, 2021 4:24 PM
To: Storms, Scott
Subject: RE: Land Use Agreements for Recharge Sites
Attachments: Egin Lakes Recharge Locations.cpg; Egin Lakes Recharge Locations.dbf; Egin Lakes Recharge Locations.prj; Egin Lakes Recharge Locations.sbn; Egin Lakes Recharge Locations.sbx; Egin Lakes Recharge Locations.shp; Egin Lakes Recharge Locations.cpg; Egin Lakes Recharge Locations.dbf; Egin Lakes Recharge Locations.prj; Egin Lakes Recharge Locations.sbn; Egin Lakes Recharge Locations.sbx; Egin Lakes Recharge Locations.shp; Egin Lakes Recharge Locations.shx; IDI36709AmendedGrant_2018 signed.pdf; BLM Right of Way Egin Lakes.pdf

Hi Scott,

Attached is a shapefile of the recharge locations. Let me know if it works for you. I also attached our two ROW agreement with BLM. I don't think we have anything on file with Unit 1. I will contact them and get something in place ASAP.

Thanks,

Aaron

From: Storms, Scott <Scott.Storms@idwr.idaho.gov>
Sent: Thursday, February 18, 2021 12:25 PM
To: aaron.fmid@myidahomail.com
Subject: Land Use Agreements for Recharge Sites

Aaron,

In reviewing the new recharge rental application for the Egin Lakes/Tibbits Pond Recharge Sites, I found that there was a Right-of-Way agreement from the BLM valid through 2024 that was included with the 2016 rental application for agreement 51, however this agreement only provided legal description for the place of use of the Egin Lakes West Recharge Site. Agreement 51 only included this recharge site for the place of use, however the map submitted for new application 1791 included the Egin Lakes and the Tibbits Pond Recharge Sites as part of the proposed POU. Reviewing parcel data, it appears the Egin Lakes site is also located on lands owned by the BLM, and the Tibbits Pond site on land owned by Unit 1, LLC. Can you please provide documentation from the BLM and unit 1, LLC that EBC has authority to divert water for recharge to these sites as well.

Thank you once again,

Scott Storms

Scott Storms
Senior Water Resource Agent
Idaho Department of Water Resources
208-287-4915
Scott.Storms@idwr.idaho.gov

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT
SERIAL NUMBER ID-36709
AMENDMENT

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

EGIN BENCH CANALS, INC.
PO BOX 15
ST. ANTHONY, ID 83445

receives a right to construct, operate, maintain, and terminate A MANAGED RECHARGE SITE on public lands described as follows:

Boise Meridian, Idaho Fremont County

T. 7 N., R. 38 E.,
 Section 12: S½NE¼, SE¼,
T. 7 N., R. 39 E.,
 Section 7: lots 1-4, NE¼, E½W½, SE¼,
 Section 18: E½W½NE¼, N½SE¼

NOTE: Right-of-way, IDI-20132, issued in 1983 to Egin Bench Canals authorizing the use of 71.25 acres of public land as an emergency irrigation canal overflow is wholly contained within this right-of-way and will remain in effect until the expiration date of May 5, 2082, unless otherwise relinquished, abandoned, or terminated.

b. The right-of-way granted herein contains a project area of approximately 1,005.42 acres, more or less.

- c. This instrument shall terminate on December 31, 2042, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
 - d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
 - e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.
3. **Rental: EXEMPT**
- For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.
4. **Terms and Conditions:**
- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
 - b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as directed by the authorized officer.
 - c. Each grant issued pursuant to the authority of paragraph (1) for a term or 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.
 - d. The map and drawings set forth in Exhibits A, B, C, and D, dated November 30, 2018, attached hereto, is incorporated into and made a part of

this grant instrument as fully and effectively as if they were set forth herein in their entirety.

- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.**
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.**

SPECIAL STIPULATIONS

- g. The holder must ensure that all water quality monitoring is in compliance with the Guidance for Developing a Ground Water Quality Monitoring Program for Managed Recharge Projects by Land Application (DEQ, 2006 (revised 8/1/2006)).**
- h. The holder must ensure that the management of the recharge site is in compliance with the Ground Water Quality Protection Act (Idaho Code section 39-120 (1) and the Ground Water Quality Plan (Idaho Code sections 39-122 through 124 (1989)).**
- i. The holder must ensure that the water quality of recharge waters does not cause the local ground water to exceed ground water standards found in the Ground Water Quality Protection Act.**
- j. The holder must make all reasonable attempts to protect ground water from hazardous materials or substances from entering the aquifer. Prior to annual recharge activities, the holder shall inspect the recharge area for any illegal dumping or other hazardous materials within or around the recharge area to prevent and protect ground water from hazardous materials or substances from entering the aquifer. If a spill of a hazardous material or substance occurs within the ROW area, the holder shall follow protocols as directed by Idaho DEQ.**
- k. In coordination with Idaho DEQ, if water quality standards are being threatened or exceeded, the holder may have to cease or modify operations of the recharge project.**
- l. The holder shall comply with all associated water rights as determined and regulated by Idaho Department of Water Resources.**

- m. The holder shall submit to BLM an annual report that summarizes each year's recharge activities, including records of all water diverted by date and flow rate, all water quality data from sampled surface water as well as ground water, and an estimated total diverted volume for the year in acre-feet. Any incidences of recharge shut-downs and their causes should be described in the annual report as well.**

 - (1) As part of the annual reporting, on years when recharge activities occur, the holder shall report any observations of apparent signs of fish (live or carcasses) within the ROW recharge area on BLM-managed lands.**
- n. The holder is responsible for ensuring recharge water stay within the bounds of the right-of-way. If recharge water threatens the adjacent private lands, the BLM Sand Mountain Wilderness Study Area, or the Egin Bench County Road, the holder shall reduce the amount of water released from the canal into the managed recharge area until there is no longer a threat of inundation to those lands.**
- o. If an occupied lek is found within 2 miles of the project area, the authorized officer will notify the holder in writing and the holder shall then be subject to the following term and condition: No repeated or sustained behavioral disturbance (e.g., visual, noise over 10 dbA at lek, etc.) to lekking sage-grouse from 6:00 pm to 9:00 am within 2 miles of leks from March 15 to May 15 (USDI-BLM 2015a).**
- p. Construction, operations and maintenance activities shall be conducted within the ROW in a manner that avoids and/or minimizes take of migratory birds as defined in the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. § 703 et seq.) as amended. If any ground disturbing activities must occur during the nesting season (e.g., soil disturbance or vegetation removal), the holder shall coordinate with the BLM and USFWS to determine appropriate measures to comply with the MBTA. The holder must receive written permission from the authorized officer if it is determined that surface disturbing activities could occur during the nesting season.**

STANDARD STIPULATIONS

- q. The holder shall be responsible for restoring or replacing existing improvements/facilities (roads, fences, gates, etc.) within the bounds of the ROW if damaged by the construction, operation, or maintenance of the managed aquifer recharge project.**

- r. The holder shall recontour disturbed areas or designated sections of the right-of-way by grading to restore the site to approximately the original contour of the ground as determined by the authorized officer.
- s. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
- t. The holder shall remove only the minimum amount of vegetation and/or topsoil necessary for the construction and/or maintenance of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.
- u. The holder shall seed areas temporarily disturbed by construction and maintenance activities with an agreed upon seed mixture, using an agreed upon method suitable for the location, as described in Stipulation (v). Plant species will be used to blend with the surrounding vegetation and stabilize the sandy soils as much as possible. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorizing officer upon evaluation after the 3rd growing season.
- v. The holder shall seed all disturbed areas with the seed mixture listed below. The seed mixture shall be planted in the amounts specified in pounds of pure live seed (PLS)/acre. There shall be no noxious weed seed in the seed mixture. Commercial seed shall be either certified or registered seed. The seed mixture container shall be tagged in accordance with State law(s) and available for inspection by the authorized officer.

Seed Mixture		
Species of seed	Common Name	Pounds/acre PLS
STCO4	needle and thread grass	10
ORHY	Indian rice grass	10
AGSM	rhizomatous wheatgrass	10
Total PLS lbs/acre		30
Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS.		

- w. The holder is responsible for weed control, including noxious weeds and non-native invasive plants that result from construction, use, or maintenance

authorized in the grant. Weed control shall be conducted in accordance with the Upper Snake-Pocatello Integrated Weed Control Program Environmental Assessment, May 2017 and require an approved Weed Control Plan prior to implementation.

- x. The holder is responsible for ensuring the undercarriages of equipment and/or vehicles used within the ROW are free of all soil and plant material prior to operating on public lands to reduce the establishment of new invasive, non-native species and/or the spread of existing species to new areas.**
- y. The holder shall comply with the applicable Federal and State Laws and regulations concerning the use of pesticides (i.e. insecticides, herbicides, fungicides, rodenticide, and other similar substances) in all activities/operations under this grant. Pesticides shall be used only in accordance with their registered uses and within the limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Pesticides shall not be permanently stored on public lands authorized for use under this grant. Applicator(s) shall hold a current applicator's license or be under the direct supervision of a licensed applicator.**
- z. The holder shall limit excavation to the areas of construction. All off-site borrow areas must be approved in writing by the authorized officer in advance of excavation. All waste material resulting from construction or use of the site by holder shall be removed from the site. All waste disposal sites on public land must be approved in writing by the authorized officer in advance of use.**
- aa. The holder of right-of-way No. ID-36709 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way.) This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.**

- bb. There is reserved to the authorized officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.**
- cc. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.**
- dd. Pursuant to 43 CFR 10.4(g), the holder of this authorization must immediately notify the authorized officer by telephone, with written confirmation, upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), the holder must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the authorized officer.**
- ee. Ninety (90) days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.**

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

EGIN BENCH CANALS, INC

BUREAU OF LAND MANAGEMENT

Michael R. Rasmussen
(Signature of Holder)

[Signature]
(Signature of Authorized Officer)

Pres. Egin Bench Canals Inc
(Title)

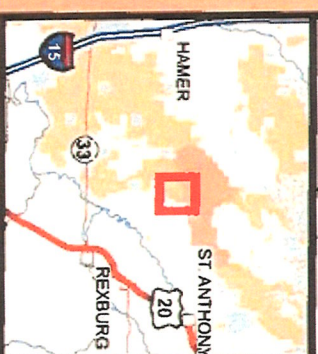
Field Manager
(Title)

Dec 7 2018
(Date)

12/14/18
(Effective Date of Grant)

Exhibit A
IDI-36709
Egin Bench Canals Inc.
Managed Aquifer Recharge
Amended Right-of-Way
November 30, 2018

Vicinity Map



Sand Mountain WSA

Egin-Hamer Rd

References

Managed Recharge ROW Area, Wilderness Study Area (WSA) boundaries, and Surface Management Agency (ownership) provided by Bureau of Land Management

Disclaimer

No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following cannot be made: Section 508 compliant. For help with its data or information, please contact the BLM Idaho State Office Webmaster at 208-373-4000

0 0.1 0.2 0.4
Miles

Legend

-  Managed Recharge ROW Areas
-  Sand Mountain WSA (BLM)
-  Surface Management Agency
-  Bureau of Land Management
-  Private



Exhibit A

IDI 36709 - Egin Bench ROW
Managed Recharge ROW Area

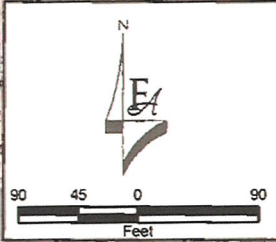


Bureau of Land Management, DOI
Upper Snake Field Office
Idaho Falls District - BLM Idaho



Map Creation Date - September 28, 2018

Copies of this map are available for public inspection in the Upper Snake Field Office, Idaho Falls District, Idaho Falls, Idaho.



Egin Lakes North Canal

Legend

- Berm (Fill)
- Excavation

Excavation Area

1.1 acres
Max cut depth 9.3 ft
Avg cut depth 4.7 ft

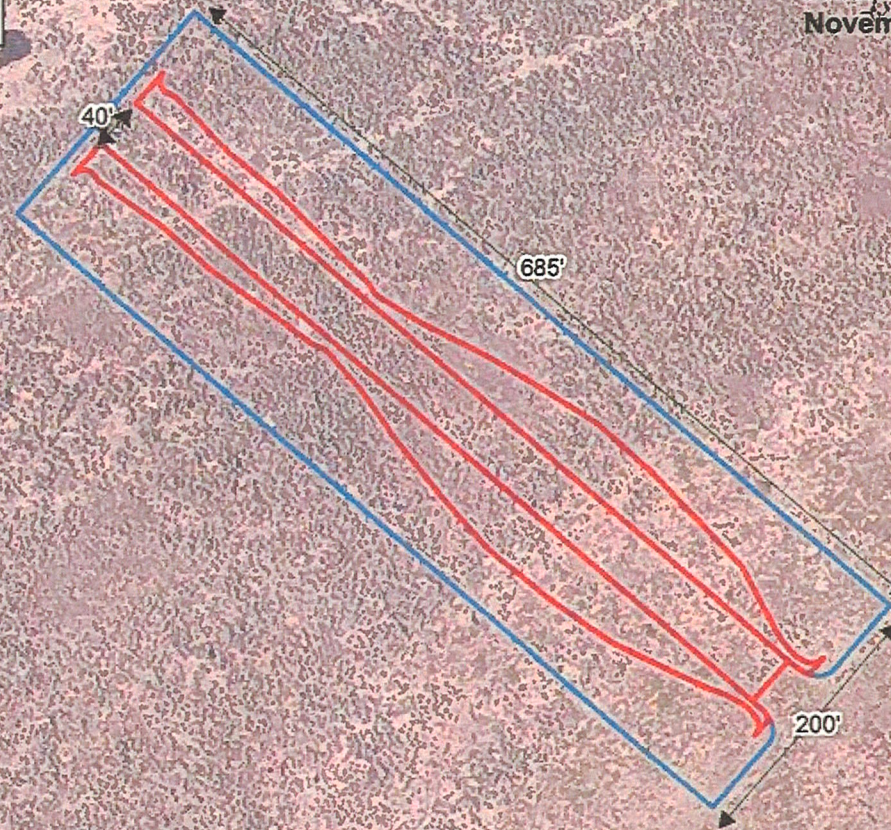
Fill Area

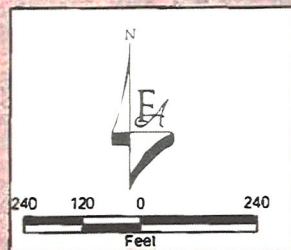
2.0 acres
Fill depth 2.5 ft

NOTES:

Construction access anticipated to be within the fill area.

Exhibit B
IDI-36709
Egin Bench Canals Inc.
Managed Aquifer Recharge
Amended Right-of-Way
November 30, 2018





North Recharge Berm

Legend

- Berm (Fill)
- Excavation
- Construction Access Boundary

Excavation Area
14.9 acres
3 feet deep

Berm Area
4.4 acres
Max berm height 9.6 ft
Avg berm height 4.5 ft
Max berm width 84 ft

NOTES

- * Distance from berm centerline to excavation edge
- ** Disturbance width including 50' construction access
- *** Max disturbance width including 50' wide construction access

Exhibit C
IDI-36709
Egin Bench Canals Inc.
Managed Aquifer Recharge
Amended Right-of-Way
November 30, 2018

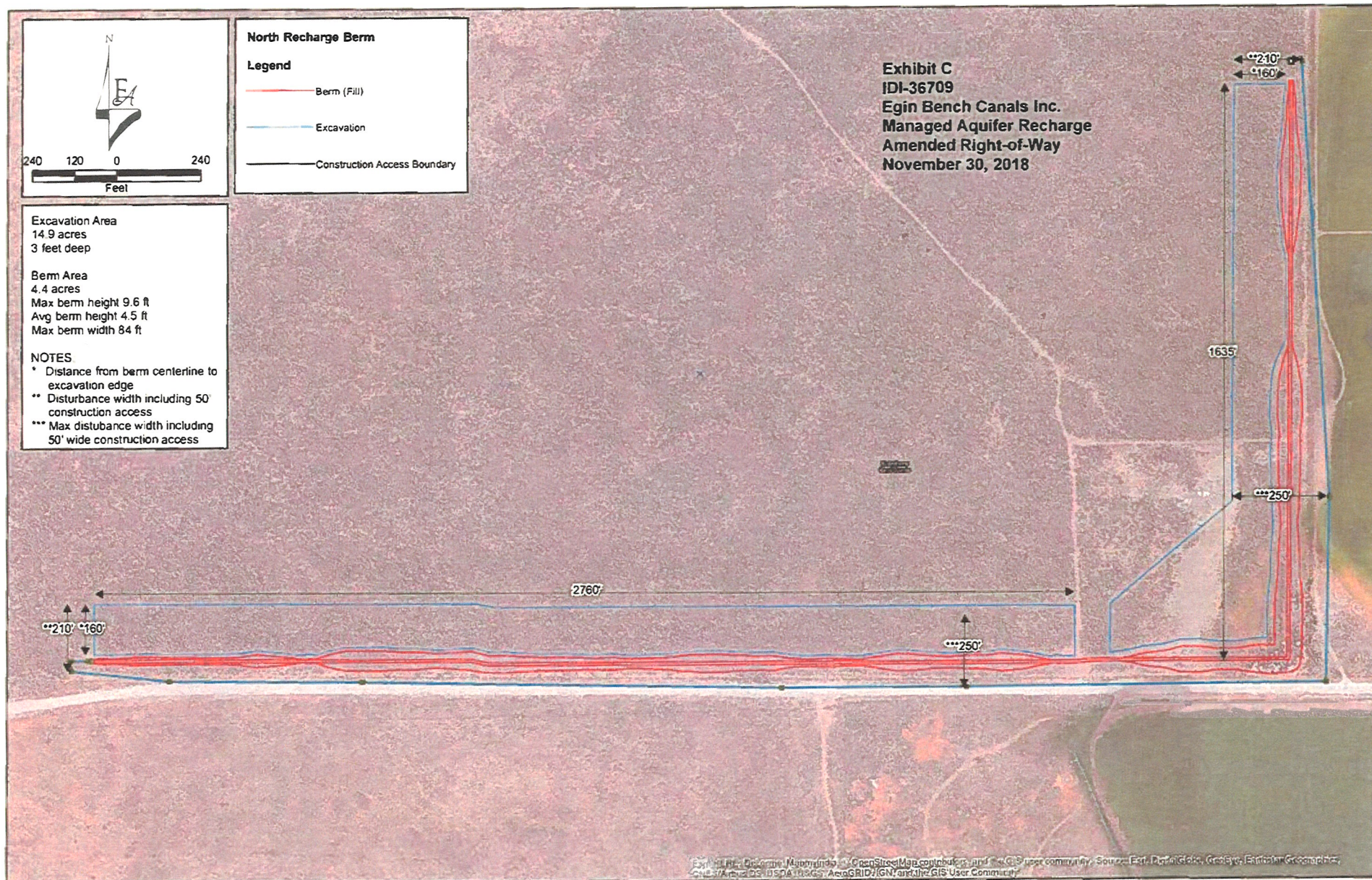
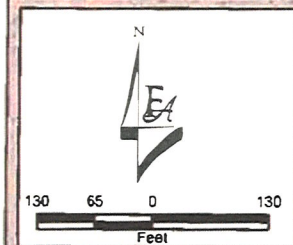


Exhibit C: Egin Bench Canals Inc. Managed Aquifer Recharge Amended Right-of-Way. Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Airphoto, USDA/NASA, AeroGRID, IGN, and the GIS User Community



South Recharge Berm Reinforcement

Legend

- Berm (Fill)
 - Excavation
 - Construction Access Boundary
- Note facilities will not encroach farming facilities*

Exhibit D
IDI-36709
Egin Bench Canals Inc.
Managed Aquifer Recharge
Amended Right-of-Way
November 30, 2018

Excavation Area
10.3 acres
3 feet deep

Berm Area
1.8 acres
Max berm height 9.5 ft
Avg berm height 5.5 ft
Max berm width 86 ft
max width

NOTES:

- * Distance from berm centerline to excavation edge
- ** Disturbance width including 50' construction access
- *** Max disturbance width including 50' wide construction access

