

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TEMPORARY APPROVAL OF WATER USE

For a use not intended to become an established water right and not to exceed one (1) year in duration in accordance with Idaho Code § 42-202A.

Name of applicant Recharge Development Co. Phone (208) 243-1824
Mailing address 593 E 5th South City Rexburg
State ID Zip 83440 Email pgike@cableone.net

1. Source of water Henry's Fork of the Snake River tributary to SNAKE RIVER
2. Location of point(s) of diversion. If more than two, attach a Point of Diversion/Place of Use Supplement. ☐

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County	Source	Local name or tag #
08N	41E	12			SE	NE	Fremont	Henry's Fork	

3. Location of place of use. If more rows are needed, attach a Point of Diversion/Place of Use Supplement. ☐

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
				SEE			attached			sheet									

4. Proposed use of water:
a. ☐ Prevention of flood damage ☒ Ground water recharge ☐ Ground water or surface water remediation
☐ Other (Limited to a diverted volume of 5 acre-feet.) Describe: _____
b. Attach a detailed description of how the proposal will accomplish the intended objective, such as prevention of flood damage.
5. Amount of water. Complete all three:
a. Maximum rate of diversion: 37 cfs; or _____ gpm.
b. Maximum daily volume: 73.4 AF; or _____ gallons.
c. Maximum volume over the duration of the request: 9,000 AF; or _____ gallons.
6. Duration of diversion: from approval date (month-day) to December 31, 2020 (month-day).
7. Describe proposed diverting works: Dewey Canal
8. a. Who owns the property at the requested point of diversion? _____
b. Who owns the facilities that will convey water to the place of use? Dewey Canal
c. Who owns the land to be irrigated or place of use? Idaho Fish and Game
d. If any of the items above is owned by a person or entity other than the applicant, describe the arrangement allowing access and attach written evidence of the arrangement. _____
9. Attach an 8 1/2" x 11" map identifying the water source, point(s) of diversion, place(s) of use and conveyance system.

I hereby acknowledge that I assume all risk of the diversion and use of the water under this approval. I certify this is a temporary use and is not intended to become an established water right.

Keith Ezeli Outreach Director 01-17-20
Signature of Applicant Title, if any Date

Received by JB Date 1/17/2020 Time 1:10 pm
\$50.00 fee received by JB # E045574 Date 1/17/2020
Watermaster comments received? _____ Date _____

Receipt total
\$100.-
\$50. for this
app.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

The Idaho Department of Water Resources ("Department") has examined this application for temporary approval to use water under the provisions of Idaho Code § 42-202A and has determined that:

☐ A. The application for temporary approval should be denied because _____

☒ B. The application for temporary approval should be approved, since

1. The temporary approval can be properly administered.
2. Other water sources are not readily available.
3. The approval is in the public interest.
4. The approval will not injure known public values associated with the water source or any known water rights.
5. If the temporary approval is within a water district, the Department has sought and considered the recommendations of the watermaster.

This application is therefore hereby:

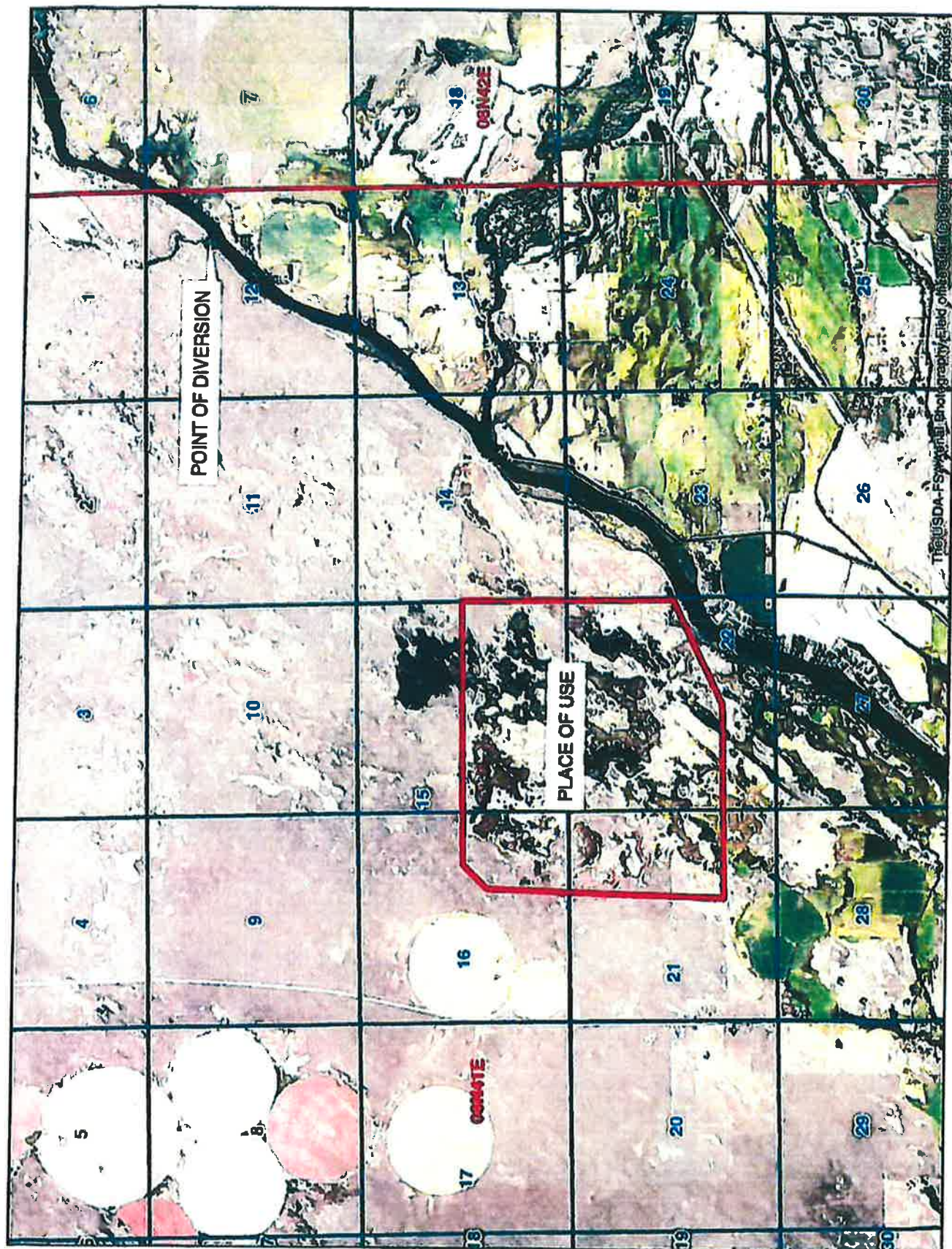
☐ A. DENIED

☒ B. APPROVED, subject to the following conditions:

1. Diversion and use of water under this approval is subject to all valid existing water rights.
2. The applicant assumes all risk of the use of the water under this approval.
3. This approval authorizes a maximum diversion volume of 9,000 AF and a maximum diversion rate of 37 cfs.
4. This approval does not grant a right-of-way across the land of another.
5. The Department may cancel or reduce the rate of flow or volume authorized by this approval. For example, the Department may cancel or reduce this approval if it concludes the water use is injuring other water rights or adversely affecting fish, wildlife or other public values.
6. The applicant shall not divert water when downstream minimum flow water rights are not being satisfied.
7. This approval does not create a continuing right to use water.
8. A temporary approval for ground water recharge or prevention of flood damage shall be an opportunistic use of surplus water and shall not interfere with the filling of surface water reservoirs.
9. For a temporary approval authorizing ground water recharge or ground water or surface water remediation, the applicant shall measure and record the weekly quantity of water diverted and report the diversion data to the Department upon request.
10. This temporary approval is not an authorization for the described water use to be used as mitigation or credit for any other purpose.
11. Other: Diversion under this approval is limited to times when the flow at the Snake River near Minidoka gage (#13081500) exceeds 2,700 cfs and excess water is spilling past Milner Dam.
12. This approval expires on December 31, 2020.

Signed this 12th day of February, 2020.


For the Department



The USDA-FS Wildlife Photography Field Office is a part of the Wildlife Management Division, which is responsible for the management of the National Wildlife Refuge System. The Wildlife Management Division is a part of the U.S. Department of Agriculture, which is responsible for the management of the U.S. Forest Service. The U.S. Forest Service is a part of the U.S. Department of Agriculture, which is responsible for the management of the U.S. Forest Service.

PLACE OF USE

Township	Range	Sec	1/4...	1/4...
08N	41E	16	NE	SE
08N	41E	16	NW	SE
08N	41E	16	SW	SE
08N	41E	16	SE	SE
08N	41E	15	NW	SW
08N	41E	15	NE	SW
08N	41E	15	SW	SW
08N	41E	15	SE	SW
08N	41E	15	NW	SE
08N	41E	15	NE	NE
08N	41E	15	SW	SE
08N	41E	15	SE	SE
08N	41E	21	NW	NE
08N	41E	21	NE	NE
08N	41E	21	SW	NE
08N	41E	21	SE	NE
08N	41E	21	NW	SE
08N	41E	21	NE	SE
08N	41E	22	NW	NW
08N	41E	22	SW	NW
08N	41E	22	SE	NW
08N	41E	22	NW	SW
08N	41E	22	NE	SW
08N	41E	22	NW	NE
08N	41E	22	NE	NE
08N	41E	22	SW	NE
08N	41E	22	SE	NE
08N	41E	22	NW	SE
08N	41E	22	NE	SE

MEMORANDUM OF UNDERSTANDING And PROPERTY USE AGREEMENT

By and Between

The Idaho Department of Fish and Game, an executive agency of the state of Idaho, and Recharge Development Corporation, an Idaho corporation, who consistent with the following recitals, mutually agree to be respectively bound by the terms and conditions set forth below from the date of the execution of this Agreement by the parties.

RECITALS

WHEREAS, the Idaho Department of Fish and Game (IDFG) has recognized the associated benefits accruing to wildlife and wetland habitats resulting from retaining water at IDFG's Chester Wetlands Segment of the Sand Creek Wildlife Management Area and the Market Lake Wildlife Management Area (WMAs) located in the IDFG Upper Snake Region, and;

WHEREAS, the Recharge Development Corporation (RDC) is interested in storing available water that on frequent occasions is allowed to exit the basin as a result of flood control and other related river management operations, and;

WHEREAS, IDFG owns and operates WMAs on the eastern Snake River Plain that potentially can be used as sites for recharging the Eastern Snake Plain Aquifer (ESPA), and;

WHEREAS, recharging water at IDFG WMAs may benefit wildlife resources and the residents of Idaho, and;

WHEREAS, RDC wishes to have access to these sites to accomplish managed aquifer recharge (MAR).

TERMS AND CONDITIONS

NOW, THEREFORE, IDFG and RDC Hereby Enter into this Memorandum of Understanding and Property Use Agreement with the specific provisions and mutual consideration enumerated herein.

1. RDC and its agents shall have agreed upon access at mutually agreed upon locations of entry, times of day and calendar dates to sites owned and managed by IDFG identified in this Agreement as the Chester Wetlands and the Market Lake Site. To the best of RDC's ability, its activity will not interfere with hunting activities or waterfowl nesting on said sites. Managed

Aquifer Recharge on the WMAs will be a commercial use under IDAPA 13.01.03 - Public Use of Lands Owned Or Controlled By The Department of Fish and Game.

2. Any modification of the subject properties, such as construction or excavation or the construction of levees or ditches or the replacement of headgates and water control structures, must be accomplished only with the appropriate prior authorization of the IDFG, and any modification or construction will be to a standard acceptable to IDFG. Any modifications to the Dewey Canal from its origin at the Henrys Fork River through the Chester Wetlands Segment (Sand Creek WMA) must be agreed to by the parties in advance.
3. Water acquired by RDC for managed aquifer recharge (MAR) purposes and transported to sites covered by this Agreement shall be made available at times and in amounts approved by IDFG. RDC is responsible for acquiring water for recharge and ensuring that delivery and transport of said water is performed in accordance with state law and any applicable orders and rules of the Idaho Department of Water Resources. Unless specifically agreed to by IDFG, actions by RDC under this Agreement shall not be allowed to result in interference with the normal and customary operations and water delivery at the affected IDFG facilities.
4. All water made available to the subject IDFG Wildlife Management Area lands pursuant to appurtenant water rights shall, while on the surface of the ground and stored in pond and wetland complexes on the lands, be deemed to be controlled by IDFG to benefit wildlife and wildlife habitats.
5. Water acquired by RDC for managed aquifer recharge purposes that is measured, modeled and stored, and any credits arising from such measuring, modeling and storage after the water has percolated below the root zone, shall for purposes of this Agreement be deemed by the parties to be the property of RDC. Credits will only be sought from recharged water that RDC secures for MAR purposes and that is considered above and beyond water provided by IDFG water rights and/or water shares. This Agreement does not preclude RDC from measuring and modeling stored water originating from IDFG water rights and/or water shares, but RDC shall not seek credits for the recharge of those stored waters.
6. Nothing in this Agreement shall prohibit IDFG from entering into contractual relationships with RDC for work or assets that are further identified by contract. Further, nothing in this Agreement shall preclude IDFG from entering into contractual agreements with other entities wishing to use the subject properties for recharge purposes in the event RDC is unable to acquire water for recharge.
7. IDFG recognizes that RDC must appropriate or otherwise acquire water for recharge purposes at its sole expense and responsibility and hereby grants and conveys to RDC, in return for the benefits anticipated to be received therefrom, all necessary authority for RDC to appropriate, initiate and establish recharge water rights for properties covered by this Agreement. Should this Agreement be voided or terminated for any reason RDC shall be authorized to transfer its recharge water rights to alternate sites, in accordance with state law and IDWR rules governing water right transfers.

8. All costs associated with acquiring and recharging water and constructing conveyance systems (including necessary permitting, operation, monitoring and maintenance) on the subject sites, unless otherwise specified, shall be the responsibility of RDC.
9. It is understood that this Agreement is effective upon signing and once signed RDC will use its best efforts to commence a pilot recharge effort on the Dewey Canal Chester Wetlands Segment (Sand Creek WMA) site potentially starting in April of 2016.
10. Nothing in this Agreement precludes IDFG from being a party in any administrative or judicial water right proceeding contemplated by or evolving from this Agreement.
11. The place of use for recharge under this Agreement is subject to prior approval of IDFG. Also, IDFG will authorize placement of the water on the property at locations to achieve maximum benefit from the water, in cooperation and coordination with RDC. MAR operations will not interfere with normal IDFG operating procedures intended to benefit wildlife and wildlife habitats.
12. Monitoring and measurement of water used for MAR will be the sole responsibility of RDC. MAR will be conducted at times and locations agreed upon between IDFG and RDC.
13. RDC accepts responsibility to meet the Idaho Department of Environmental Quality water quality requirements for MAR.
14. Nothing in this Agreement shall prohibit IDFG or RDC from terminating this Agreement upon written notice at any time. This Agreement may be renewed with the consent of both parties following five (5) years from the date of its execution.

Signed,

Sharon W. Kiefer, Deputy Director 4/28/16
For Idaho Department of Fish and Game Date

for David Tuttle, V.P. 4/18/2016
Christopher A. Pratt, President of Recharge Development Corporation Date



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 12, 2020

RECHARGE DEVELOPMENT CORPORATION
593 E 5th SOUTH
ABERDEEN ID 83210-0008

RE: Application for Temporary Approval of Water Use: TP-21-56

Dear Applicant(s):

Your application for temporary water appropriation has been approved and is enclosed. The approval authorizes the temporary use of water and does not grant trespass or other activity on public land or on private property.

Please review the **conditions of approval on page 2 of the Application for Temporary Approval form** to understand the limitations associated with the temporary use of water.

This temporary approval **expires on** December 31, 2020. The expiration date cannot be extended under this temporary approval.

If you have any questions, please feel free to contact this office, and any of our agents will be able to assist you.

If you require additional information regarding this matter, please call me at (208) 497-3793 or email me at Christina.Henman@idwr.idaho.gov.

Sincerely,

Christina Henman
Administrative Asst. I.

Enclosure: TP-21-56

cc: TONY OLENICHAK, Water District 01.

Henman, Christina

From: Olenichak, Tony
Sent: Tuesday, February 11, 2020 4:05 PM
To: Henman, Christina
Subject: RE: TP Applications follow-up

Christina,

On the determination sheet for each application, I would recommend checking "This application is therefore hereby: B. APPROVED, subject to the following conditions:.....".

I also recommend language be added to Condition 11 to read as follows: "11. Other: The daily discharge at USGS Station 13081500 Snake River near Minidoka must be exceeding 2700 cfs and excess water must be spilling past Milner Dam during use of water under this application."

Tony

From: Henman, Christina
Sent: Tuesday, February 11, 2020 2:57 PM
To: Olenichak, Tony <Tony.Olenichak@idwr.idaho.gov>
Subject: TP Applications follow-up

Hey Tony,

I was just curious to see if you have had a chance to go over the 4 temporary applications I sent you via email on 1/31.

The applications in question are TP-21-57, TP-21-56, TP-22-31, and TP-22-30.

Thank You,

Christina Henman
Administrative Assistant
Idaho Dept. of Water Resources, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 497-3793