

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 332

RECEIVED

JUN 13 2019

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

KEVIN LOVELAND

RT-6 BOX 682

101 E Sheepskin Rd

POCATELLO, ID 83202-9538 7092

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

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
29-2292	10/14/1950	GROUND WATER	0.81	280.0	70.0	0.012	4.0
29-13143	6/2/1953	GROUND WATER	0.11	45.70	24.2	0.005	1.9
29-13144	6/9/1953	GROUND WATER	0.24	102.6	54.3	0.004	1.9
Combined Rental Totals			1.16	280.0	70.0	0.002	4.0

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2019. 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 2019, whichever occurs last.

Annual Rental Fee:

2019: \$560.00

The full fee for the rental of the above-described right(s) is \$3,426.40 for 2019. The rental fee includes an administrative fee of \$560.00 for 2019. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 29-2292, 29-13143, 29-13144.

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

Detailed water right conditions are attached.

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WATER RESOURCES

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

Kevin H Loveland
Signature of Renter

10 June 2019
Date

Kevin H Loveland
Printed Name

owner
Title

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

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

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

Date 6/14/2019

Rental approved by IDWR agwd

Date 6-14-2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 332

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NENW Sec. 35, Twp 05S, Rge 34E, BANNOCK County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
1.16 CFS

VOLUME
280.0 AF

SEASON OF USE

From To
4/1 12/31

RENTERS PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	34E	35					33.0		1.0	36.0									70.0

Total Acres: 70.0

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. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
10. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the filed headgate or irrigation of the lands above.

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WATER SUPPLY BANK RENTAL AGREEMENT No. 332

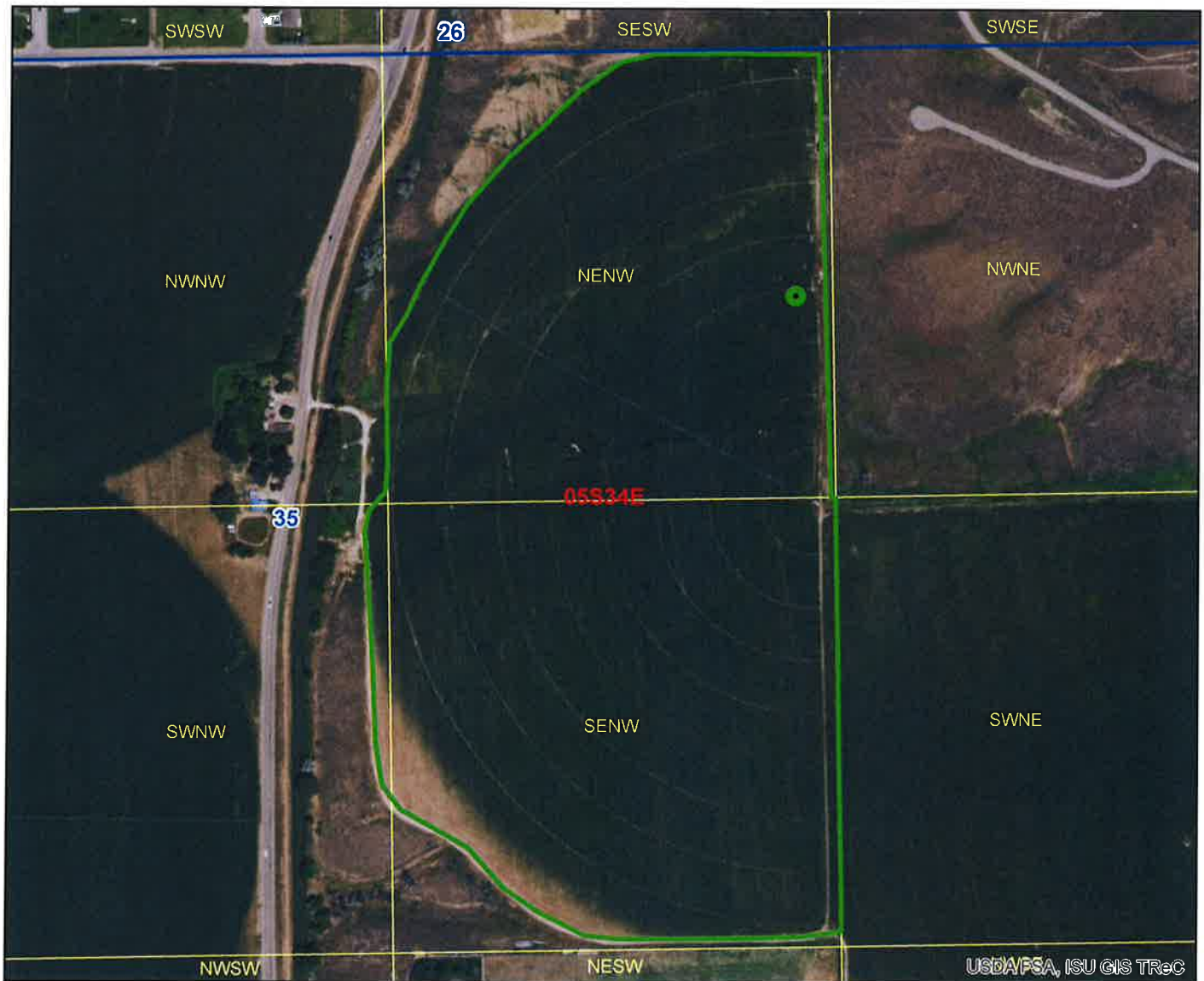
11. This rental does not authorize the construction of a well.
12. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement formulated between the lessor and the renter. Administrative fees will be paid based on the current rental rate.
13. The following rights are diverted through point(s) of diversion described above: 29-2419 and 29- 14295.



Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 332

Effective until December 31, 2019

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
-  Sections
-  QQ



0 500 Feet

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

MAR 04 2019

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANKApplicant Name: Kevin H. Loveland

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)

1354

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Kevin H. Loveland
Mailing Address Rt 6 Box 682 Pocatello, Idaho 83202
Street City State Zip Code
Email Address Kevin.spud@hotmail.com Phone Number 208-251-9999

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 _____ Professional Title _____
Organization _____ Relationship to Applicant _____
Mailing Address _____
Email Address _____ Phone Number _____

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:

Irrigation

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)
CFS	AF	CFS	AF	<u>70</u> 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?	
<u>April 1, 2019</u>	<u>April 15, 2019</u>	☒	☐	☐	☐	☐	☒ 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):

Irrigation Well, Underground Main Line, Center Pivots.

- 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
<u>Pump</u>	<u>Deep Water Well</u>	<u>29-2419</u>

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 70 (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: _____ from: _____ (mm/dd) to: _____ (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:

29-2419 Splitting the Water Right with Adams Corp. who owns the land in Section 2.

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)
29-2292	Irrigation	0.81	280.0	70		0.81	280.0	70
29-13143	Irrigation	0.11	45.7	70		0.11	45.7	70
29-13144	Irrigation	0.24	102.6	70		0.24	102.6	70
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					TOTAL	1.16 CFS	280.0 AF	70 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:

N/A

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:

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:

Rented from prior contract #335 until 2018 -
Will be farming for 1 more year and need to rent water from
lessor for one more year (2019). I own land where water will
be used.

- 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

Have been Leasing Land From Rupp Family For a number of years.
Will be Leasing Land From Rupp Family for one more year and
will need water from Rupp's to irrigate my land for one more year.

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.

Kevin H. Loveland
Signature of Applicant

Kevin H. Loveland
Printed Name of Applicant

22 Feb 19
Date

Signature of Representative

Printed Name of Representative

Date

Mail to:

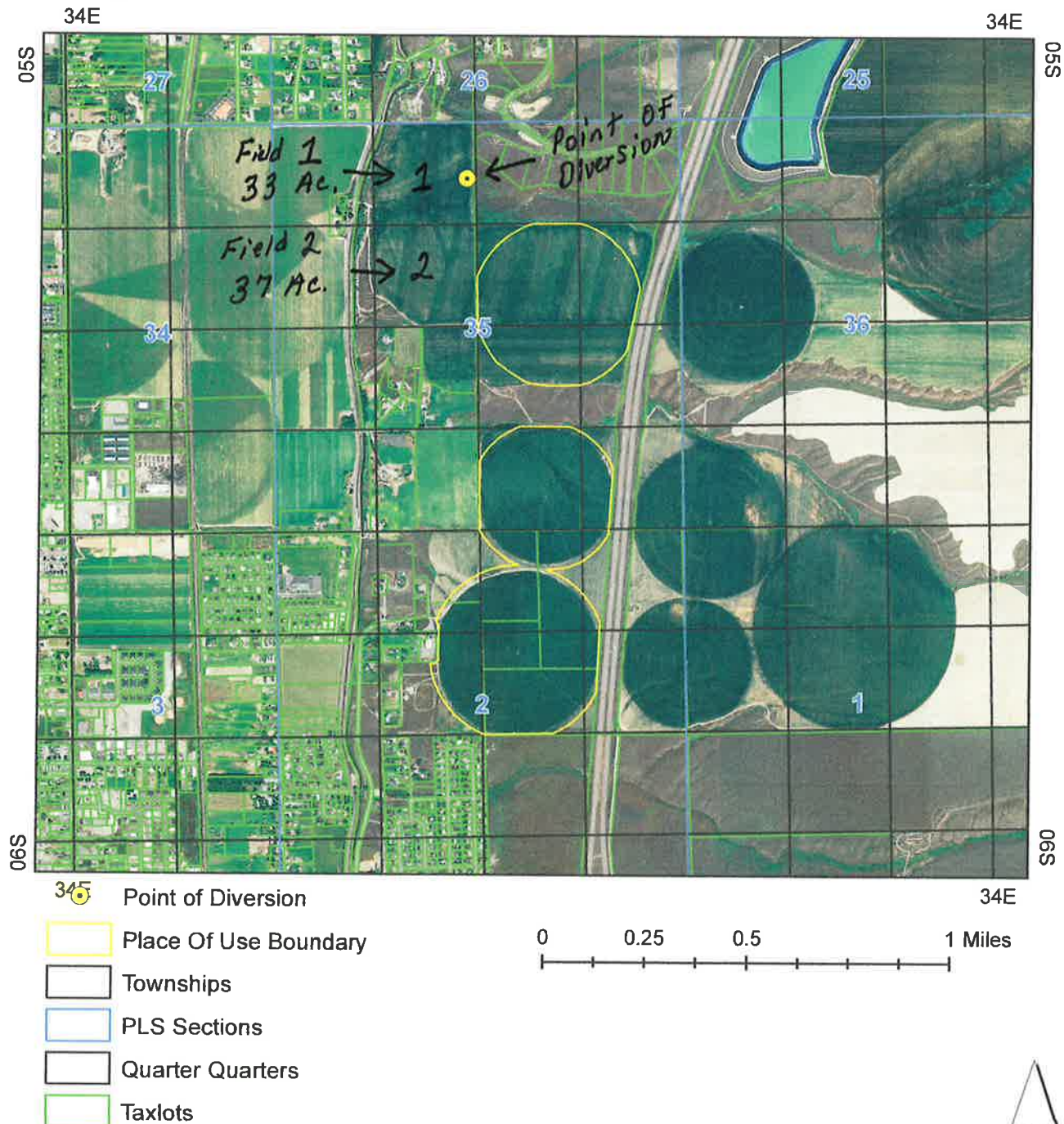
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

State of Idaho
Department of Water Resources

Water Right 29-2419

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



RECEIVED
MAR 04 2019
DEPARTMENT OF
WATER RESOURCES

To Whom It May Concern;

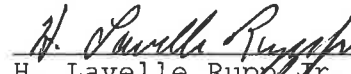
This agreement dated this 28th day of February 2019, between the Veda J. Rupp Trust and the Harold L. Rupp Sr. Trust with H. Lavelle Rupp Jr. and Christine R. Petersen - Trustees herein called Lessor's and Kevin H. Loveland, Lessee, is to agree on the following terms:

That Lessor's agree to lease to Kevin R. Loveland (Lessee), 70 acres of Water Rights that are being deposited with the Idaho Department of Water Resources Water Supply Bank, by the Lessor's, for a period of 1 year beginning April 1, 2019 and ending December 31, 2019.

The Lessor's agree to Lease these Water Rights to Lessee at **no cost to the Lessee** as payment in kind for the extra work to the irrigation system that the Lessee has done for the Lessor's in the past years of a Land Lease Agreement between the parties.

It is understood that the only costs to Kevin H. Loveland for the Lease of these Water Rights shall be any fees to the Water Supply Bank for Administrative fees involved.


Christine R. Petersen - Trustee


H. Lavelle Rupp Jr. - Trustee


Kevin H. Loveland - Lessee

**STATE OF IDAHO
WATER RESOURCE BOARD**

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. <u>Water Right Number</u>	<u>Nature of Use</u>	<u>Leased Rate</u> (cfs)	<u>Leased Volume</u> (af)	<u>Leased Acres</u> (ac)
29-2292	Irrigation	N/A	280.0 AF	70.0
29-13133				
29-13134				
	Total Amounts:			

2. Source of water Ground Water tributary to _____

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
05S	34E	35		SE	NE	SE	Bannock

Attachment 3

State of Idaho
Department of Water Resources

Water Right

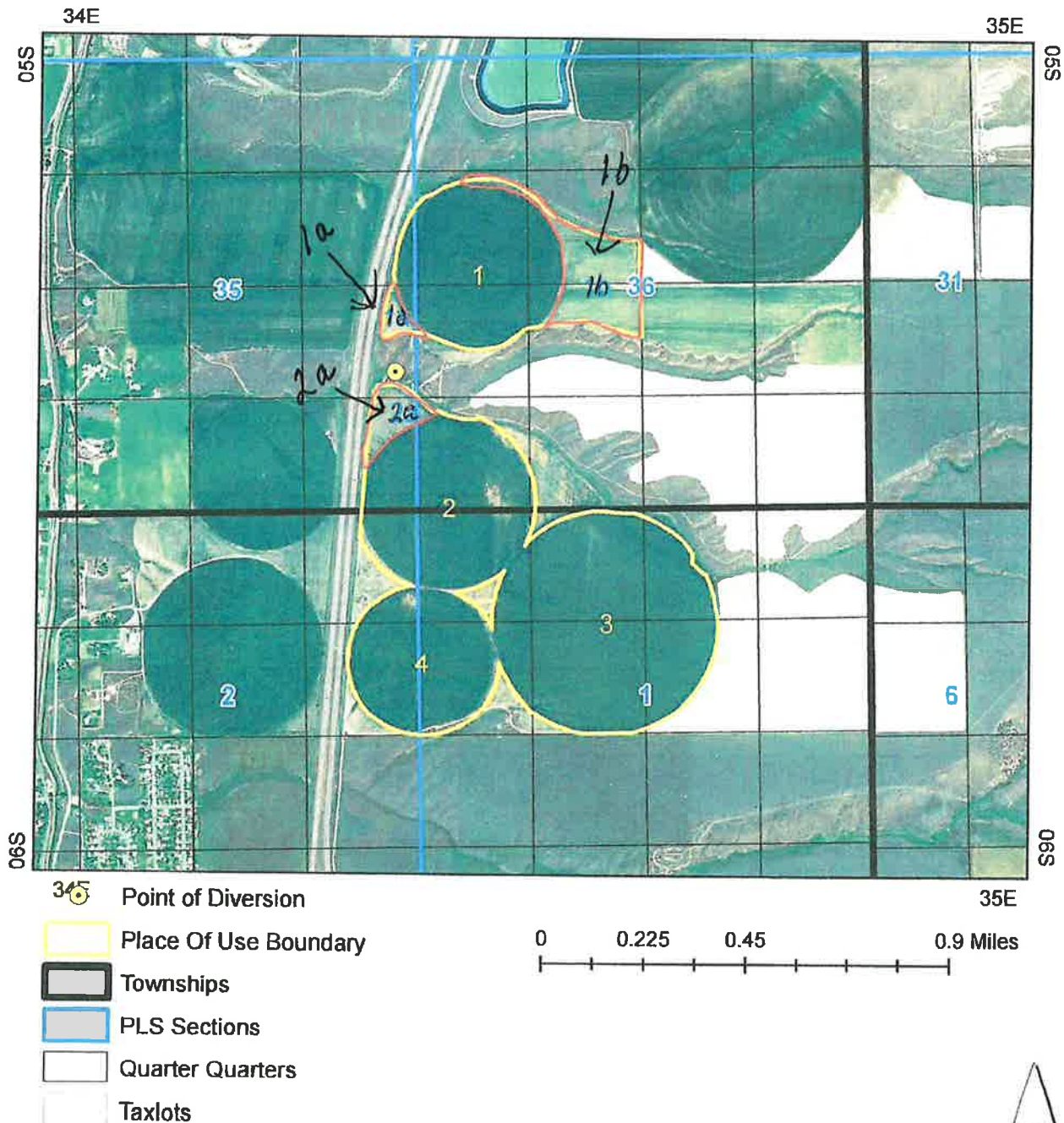
29-2292

29-13133

29-~~13133~~
13134

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



ATTACHMENT 3a

Total Acres of Water Rights

<u>Area</u>	<u>Acres</u>
Field 1	69
Space 1a	4
Space 1b	27
Field 2	79
Space 2a	7
Field 3	124
Field 4	55
Total	365

Total Acres into Water Bank

<u>Area</u>	<u>Acres</u>	
Field 1	7	From end gun
Space 1a	4	Not being irrigated
Space 1b	27	Not being irrigated
Field 2	8	From end gun
Space 2a	7	Not being irrigated
Field 3	12	From end gun
Field 4	5	From end gun
Total	70	

WATER SUPPLY BANK LEASE CONTRACT

From Prior Contract # 335

This Lease Contract ("Lease") is effective January 1, 2015 between the Idaho Water Resource Board ("Board"), and

Lessor: H LAVELLE RUPP JR
HAROLD L RUPP SR TRUST
PO BOX 5307
CHUBBUCK ID 83202
(208) 237-8997 (H)
208-241-3777 (C)

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.
2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources.
3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

<u>Water Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
29-2292	0.81 CFS	280.0 AF	NA	70.0 AC
29-13143	0.11 CFS	45.7 AF	24.2 AC	70.0 AC
29-13144	0.24 CFS	102.6 AF	54.3 AC	70.0 AC
Combined Lease Totals:	1.16 CFS	280.0 AF	70.0 AC	70.0 AC

The water rights described herein shall be available for rental from the Bank as follows:

Authorized Period of Use under Lease: 4/1 to 10/31

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE:** This Lease shall take effect when both parties have signed it and shall continue in effect until December 31, 2018.
4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

From Prior Contract # 335

ATTACHMENT A

WATER RIGHT NO. 29-2292 - 29-13133 - 29-13134

WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: VEDA J RUPP *TRUST*
HAROLD L RUPP SR TRUST
PO BOX 5307
CHUBBUCK ID 83202
(208) 237-8997 (H) 208-241-3777 (C)

Priority Date: 10/14/1950

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/31	0.81 CFS	280.0 af
	Total:		0.81 CFS	280.0 af

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼NE¼SE¼ Sec. 35 Twp 05S Rge 34E BANNOCK County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	34E	35				2.8									6.0	7.0			15.8
05S	34E	36								14.0	14.0		5.5	0.5					34.0
06S	34E	1		2.7	1.6		3.2	4.5	3.2										15.2
06S	34E	2	2.5			2.5													5.0

Total Acres: 70.0

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
29-2292, 29-13143 and 29-13144	NA	280.0 AF	70.0 AC	70.0 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed.

THE VEDA J. RUPP

REVOCABLE LIVING AGREEMENT OF TRUST (AMENDED)

DECLARATION AND INSTRUMENT OF TRUST

1. **Trust Name:** This Trust shall be known as the VEDA J. RUPP REVOCABLE LIVING AGREEMENT OF TRUST (AMENDED). This Trust is a complete amendment of any prior trust heretofore formed by Veda J. Rupp, and thus amends and replaces any such prior trust including, but not limited to, the following:
 - “The Veda J. Rupp Revocable Living Agreement of Trust, Declaration and Instrument of Trust, dated November 16, 2005.”
2. **Trust Property:** VEDA J. RUPP, herein called the Grantor or Trustor, declares that she does hereby set aside and transfer to THE VEDA J. RUPP REVOCABLE LIVING AGREEMENT OF TRUST (AMENDED) all her interest in that said real and personal property described in the attached Schedule A and Schedule B. This Trust property shall be used for the benefit of Veda J. Rupp and at her demise shall be used for the benefit of the beneficiaries and shall be administered and distributed in accordance with this Trust instrument. Additional acquired property may be added to this Trust by amending Schedule A or Schedule B. Any real or personal property previously transferred to any trust for which Veda J. Rupp is the grantor or a beneficiary are likewise set aside and transferred into this Trust described as THE VEDA J. RUPP REVOCABLE LIVING AGREEMENT OF TRUST (AMENDED).
3. **Powers of the Grantor:** The Grantor reserves the right to amend or revoke this Trust at any time during her lifetime, without notifying any beneficiary. Until the death of the Grantor, the Grantor shall retain all rights to income, profits, or control of the Trust property. If at any time the Grantor has become physically or mentally incapacitated, as certified in writing by two (2) licensed physicians, the Trustee(s) shall manage this Trust and shall apply for the benefit of the Grantor any amount of Trust income, or Trust principal which is necessary in the absolute discretion of the Trustee(s) for the proper health care, support, maintenance, comfort or welfare of the Grantor, in accordance with her accustomed manner of living, until the Grantor, as certified in writing by two (2) licensed physicians, is again able to manage her own affairs, or until Grantor's death. Any income in excess of amounts applied for the benefit of the Grantor shall be accumulated and added to the Trust property. After the death of the Grantor, this Trust becomes irrevocable and cannot be altered or amended in any aspect unless specifically authorized by this instrument, and may not be terminated except through distributions permitted by this instrument. Provided, however, that this Trust may be altered or amended in any aspect upon written approval of a majority of the beneficiaries.

VJR
Grantor

JB
Witness

NGR
Witness

4. **Trustees:** As used in this instrument, the term "Trustee or Trustee(s)" shall be deemed to include any Co-Trustee, sole Trustee, successor Co-Trustee, or successor sole Trustee. The Trustees of this, THE VEDA J. RUPP REVOCABLE LIVING AGREEMENT OF TRUST (AMENDED) shall be Harold Lavelle Rupp Jr. and Christine R. Petersen. Upon the death of either Trustee, or his/her incapacity as certified in writing by two (2) licensed physicians, the other Trustee shall be sole Trustee. If either Trustee is unable or unwilling to serve as Co-Trustee or Trustee, he or she shall name a successor Co-Trustee or Trustee of his or her choosing. Upon the death or incapacity of both Harold Lavelle Rupp Jr. and Christine R. Petersen, the beneficiaries named in Paragraph 8 of this Declaration of Trust, who are living and competent at such time, shall appoint two (2) new Co-Trustees. If either of said new Co-Trustees is subsequently unable or unwilling to so serve, the beneficiaries named in Paragraph 8 of this Declaration of Trust, who are living and competent at such time, shall appoint a successor to such beneficiary. If, for any reason, all the beneficiaries named in Paragraph 8 of this Declaration of Trust who are living are unable or unwilling to appoint successor Co-Trustees or Trustees, then any individual desiring appointment as sole successor Trustee may apply for such appointment to a court of competent jurisdiction, and upon appointment, shall be fully authorized to act as sole successor Trustee of this Trust.
5. **Resignation of Trustee:** Any Trustee may resign at any time by signing a notice of resignation. The notice of resignation must be delivered to the person who is either named in this Declaration of Trust or appointed by the Trustee under Paragraph 4 of this Declaration of Trust to next serve as Trustee.
6. **Bond/Compensation of Trustee:** No bond shall be required of any Trustee. Each Trustee shall receive the sum of five hundred dollars (\$500.00) compensation per year for serving as Trustee, so long as this Trust is in effect.
7. **Trustee Discretion:** With respect to the exercise or non-exercise of discretionary powers granted by this Declaration of Trust, no Trustee shall be liable for his/her actions that are taken in good faith. Each Trustee shall have absolute discretion regarding the good faith exercise or non-exercise of his/her discretion under this Trust, and such exercise or non-exercise of absolute discretion shall be binding upon all persons interested in the Trust property.
8. **Beneficiaries:** During her lifetime, Grantor shall be the sole beneficiary of this Trust. Upon the Grantor's passing, each of the following individuals shall have an equal share as a beneficiary of this Trust: LANA CLAUDINE RUPP (BUCKLAND) HANEY, CHRISTINE RUPP PETERSEN, SUSAN DIANE RUPP (OLSEN) KNAPP, HAROLD LAVELLE RUPP JR., HENRY CLYDE RUPP and RODNEY KENT RUPP.
9. **Trustee's Powers and Duties:** To carry out the provisions of the VEDA J. RUPP REVOCABLE LIVING AGREEMENT OF TRUST (AMENDED), any Trustee functioning under this Declaration of Trust shall have all authority and powers allowed or conferred on

I, Veda J. Rupp, the Grantor, sign my name to this instrument this 1st day of October, 2015, and, being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as The Veda J. Rupp Revocable Living Agreement of Trust (Amended), and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am over eighteen (18) years of age, of sound mind and under no constraint or undue influence.

Veda J. Rupp
Grantor

We, the undersigned witnesses, sign our names to this instrument, being duly sworn, and do hereby declare to the undersigned authority that we personally know the Grantor, that the Grantor signs and executes this instrument as The Veda J. Rupp Revocable Living Agreement of Trust (Amended), and that she signs it willingly and that each of us, in the presence and hearing of the Grantor, hereby signs this will as witness to the Grantor's signing and that, to the best of our knowledge, the Grantor is over eighteen (18) years of age, of sound mind and under no constraint or undue influence.

Norman G. Reece, Jr.
Witness: Norman G. Reece, Jr.
4854 Joy Street
Chubbuck, ID 83202

Jami D. Baker
Witness: Jami D. Baker
3800 Hawthorne Road
Pocatello, ID 83201

STATE OF IDAHO)
)
County of Bannock)

SUBSCRIBED, SWORN TO and acknowledged before me by Veda J. Rupp, the Grantor, and subscribed and sworn to before me by the witnesses, this 1st day of October, 2015.



Lisa Orr
Notary Public for Idaho
Residing At: McCammon
My Commission Expires: 05-17-17

STATE OF IDAHO

CERTIFICATION OF VITAL RECORDS

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

CERTIFICATE OF DEATH

Date Filed **DECEMBER 01, 2017**

State File No. **2017-12533**

DECEDENT - LEGAL NAME VEDA J RUPP			
SEX FEMALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 92 YEARS	DATE OF BIRTH AUGUST 08, 1925
BIRTHPLACE TYHEE, IDAHO		PLACE OF RESIDENCE POCATELLO, IDAHO	
MARITAL STATUS AT TIME OF DEATH WIDOWED		NAME OF SURVIVING SPOUSE (if wife, maiden name) 	
		WAS DECEDENT EVER IN U.S. ARMED FORCES? NO	
FATHER - NAME HENRY JENSEN			BIRTHPLACE NEW ZEALAND
MOTHER - MAIDEN NAME CAROLINE ADA FRYER			BIRTHPLACE NEW ZEALAND
METHOD OF DISPOSITION BURIAL		FUNERAL SERVICE LICENSEE SHAWN H. COBBLEY	
NAME AND ADDRESS OF FUNERAL FACILITY WILKS FUNERAL HOME, CHUBBUCK, IDAHO			
DATE OF DEATH NOV. 30, 2017	TIME OF DEATH 12:35 A.M.	CITY, TOWN OR LOCATION OF DEATH POCATELLO, IDAHO	COUNTY OF DEATH BANNOCK
CAUSE OF DEATH (underlying cause last) HEART FAILURE			Approximate Interval Between Onset and Death YEARS
DUE TO (or as a consequence of): ATHEROSCLEROSIS			YEARS
DUE TO (or as a consequence of): 			
DUE TO (or as a consequence of): 			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above RECURRENT URINARY TRACT INFECTIONS			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL		NAME OF CERTIFIER TRAVIS D. NIELSEN, D.O.	TITLE PHYSICIAN
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY 			
EXTERNAL CAUSES ONLY			
DATE OF INJURY 	TIME OF INJURY 	PLACE OF INJURY 	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED 			
DESCRIPTION OF HOW INJURY OCCURRED 			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: **DECEMBER 01, 2017**

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR





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

June 14, 2019

KEVIN LOVELAND
101 E SHEEPSKIN RD
POCATELLO ID 83202-7092

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 29-2292, 29-13143, and 29-13144, AGREEMENT 332**

Dear Renter:

Please find enclosed a receipt in the amount of **\$560.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 280.0 acre-feet of water for irrigation of 70.0 acres during 2019. 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 have a private agreement with the lessor of the rights.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,

Water Supply Bank

Enclosures: Receipt No. C107005
Rental Agreement (copy)

c: Sascha Marston – Fiscal
James Cefalo – IDWR Eastern Regional Office

Our mailing address has changed. Please update it in your records, the mail will be sent back to you otherwise.

Thank you for your business and services; We look forward to 2019 and the blessings it will bring!

Kenn Loveland
Loveland Farms

101 E Sheepskin Rd

Pocatello, ID 83202

RECEIVED

JUN 13 2019

**DEPARTMENT OF
WATER RESOURCES**



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

June 5, 2019

KEVIN LOVELAND
RT 6 BOX 682
POCATELLO ID 83202-9538

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-2292, 29-13143 & 29-13144, AGREEMENT 332**

*****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 **\$3,426.40** was calculated based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 280.0 acre-feet. Since you have a private agreement with the lessor, **you are only obligated to pay the 10% administrative fee or \$560.00.** 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 \$560.00 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 (208) 287-4800.

Sincerely,

Jean Hershey
for Water Supply Bank
Enclosure(s)

c: IDWR Front Desk

Dalgleish, Alex

From: Dalgleish, Alex
Sent: Thursday, May 2, 2019 3:17 PM
To: Cefalo, James
Subject: ESPA Rental 1354
Attachments: Move Map Rental 1354.pdf; Companion Lease Rental Review Memo.docx

James,

Please respond with comments/recommendations on this rental in the ESPA pertaining to rights 29-13143, 29-13144 and 29-2292. If I don't hear back from you by May 9, I'll assume you have no concerns or issues.

Thanks,

Alex Dalgleish
Water Resource Agent
Phone (208) 287-4913
alex.dalgleish@idwr.idaho.gov

MEMORANDUM FOR APPLICATION # 1353

To: Water Right(s) 29-13143, 29-13144, 29-2292

From: Alex Dalglish

Date: May 2, 2019

Re: Review & Analysis of Application to Lease and Rent Water to and from the State Water Supply Bank

PURPOSE/NARRATIVE: The Department received a lease/rental companion package on March 4, 2019. There are three applications to lease rights from the Harold L Rupp Sr. Trust and 1 rental package from Kevin Loveland. A portion, 70 acres, of stacked rights 29-13143, 29-13144 and 29-2292 will be leased into the Bank for 2019.

AUTHORITY TO FILE: Lavelle Rupp Jr., a trustee for the Harold L Rupp Sr. Trust signed the lease applications and Kevin Loveland signed the rental application. Both are authorized to sign. An agreement was included with the lease authorizing Levelle Rupp Jr. to represent the other current owners of the leased rights. Another agreement was included with the rental outlining that the lessors agree to lease acres from the three rights to Kevin Loveland at no cost, except for the associated administrative and processing fees.

According to Department records, the POD and POU for the leased rights are owned by the Harold L Rupp Sr. Trust. The POD and POU for the rental are owned by Kevin Loveland.

WATER RIGHT VALIDITY: Rights 29-13143, 29-13144 and 29-2292 were previously leased into the Bank in 2014 and from 2015 through 2018 under another contract. All rights were decreed in 2004. 2018 Landsat imagery confirmed non-irrigation of these acres. Forfeiture is not an issue.

INJURY TO OTHER WATER RIGHTS: No injury is apartment from the lease or rental of rights 29-2292, 29-13143 and 29-13144. Modeling is not required. The lease POD and rental POD are in adjacent grid cells. Both rental and lease locations are within the Non-Trust Water Area.

ENLARGEMENT OF USE: Leased rights 29-13144, 29-13143 and 29-2292 will be rented for irrigation use. The nature of use will not change with the rental. The lease and rental share the same season of use, 4/1 to 10/31. They also share the same headgate requirement of 4 af/ac and the same consumptive use of 3 af/ac. The rental POD will share the same well as right 29-2419 and 29-14295. Right 29-14295 was split from 29-2419 in March 2019. Moving the leased rights to this POD does not appear to cause enlargement.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The lease and rental appear consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The leased rights and the rental POD do not fall within any Water District. Comments were submitted to Eastern Region on 5/2/19.