



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

January 3, 2017

KEVIN LOVELAND  
RT 6 PO BOX 682  
POCATELLO ID 83202

**RESPONSE DEADLINE**  
**2/15/2017**

**RE: Water Supply Bank Rental Fees for 2017 Rental Agreements**

Dear Renter,

The following are your 2017 water rentals from the Water Supply Bank:

| Rental       | Start | End  | Water Right | Rental Volume (AF) | Total Rental Fee | Owner Fee (90%) | Admin Fee (10%) | Rental Fee Due Date |
|--------------|-------|------|-------------|--------------------|------------------|-----------------|-----------------|---------------------|
| 1            | 2015  | 2018 | 29-2292     | 280                | \$332.38         | \$0.00          | \$332.38        | 2/15/2017           |
| 1            | 2015  | 2018 | 29-13143    | 45.7               | \$45.14          | \$0.00          | \$45.14         | 2/15/2017           |
| 1            | 2015  | 2018 | 29-13144    | 102.6              | \$98.48          | \$0.00          | \$98.48         | 2/15/2017           |
| <b>Total</b> |       |      |             | 280                | \$476.00         | \$0.00          | \$476.00        | 2/15/2017           |

Our records indicate that payment has not yet been received for the above water right rentals.

If you have not already done so, please remit payment of **476** prior to the due dates above and enclose a copy of this letter with your payment.

If you have questions about your rental, you can contact me at 208-287-4918.

Regards,

**Remington Buyer**  
Water Supply Bank Coordinator

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**WATER SUPPLY BANK RENTAL AGREEMENT**

**RECEIVED**

This is to certify that: **KEVIN H LOVELAND**  
**RT 6 PO BOX 682**  
**POCATELLO IDAHO 83202**  
**(208)251-9999**

**MAR 05 2015**

**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                          | Priority Date | Source       | Rented Rate     | Annual Rented Volume | Acre Limit     | Total Rented Acres |
|--------------------------------------|---------------|--------------|-----------------|----------------------|----------------|--------------------|
| 29-2292                              | 10/14/1950    | Ground Water | 0.81 CFS        | 280.0 AF             | Not Stated     | 70.0 AC            |
| 29-13143                             | 06/02/1953    | Ground Water | 0.11 CFS        | 45.7 AF              | 24.2 AC        | 70.0 AC            |
| 29-13144                             | 06/09/1953    | Ground Water | 0.24 CFS        | 102.6 AF             | 54.3 AC        | 70.0 AC            |
| <b>Annual Combined Rental Totals</b> |               |              | <b>1.16 CFS</b> | <b>280.0 AF</b>      | <b>70.0 AC</b> | <b>70.0 AC</b>     |

**TERM OF RENTAL:**

April 1, 2015, to December 31, 2018

|                    |                        |                          |
|--------------------|------------------------|--------------------------|
| <b>Rental Fee:</b> | <b>Years 2015-2017</b> | <b>\$476.00 annually</b> |
|                    | <b>Years 2018</b>      | <b>\$560.00</b>          |

The fee for rental of the above-described water is \$4,760.00 for 2014-2017 and \$5,600.00 in 2018. Note that the applicant has a private agreement with the owner of water rights 29-2292, 29-13143, and 29-13144 and is therefore obligated to pay the administrative fee (\$476.00 for 2014-2017 and \$560.00 for 2018) to the Department for administrative costs. An annual payment shall be received by the Department prior to February 15 each year 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. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

Detailed water right conditions are attached.

**SUPPORT DATA**

**IN FILE #** 29-2812

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT**

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 Kevin H Loveland, owner 2 MAR 2015  
Signature of Renter Printed Name and Title\* Date

\_\_\_\_\_  
Signature of Renter Printed Name and Title\* Date

\*Please provide title of signatory 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.

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

Date March 5, 2015

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**WATER SUPPLY BANK RENTAL AGREEMENT**

**WATER USE DETAILS**

**LOCATION OF POINT(S) OF DIVERSION**

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

**BENEFICIAL USE**

IRRIGATION

**SEASON OF USE**

04/1 TO 10/31

**RENTER'S PLACE OF USE:**

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  |    |    | 5  | 5  | 30 |    |    | 30 |    |    |    |    |    |    |    |    | 70.0   |

Total Acres: 70.0

**CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS**

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. This rental agreement does not authorize the construction of a well.
11. 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 field headgate for irrigation of the lands above.
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.

STATE OF IDAHO  
WATER RESOURCE BOARD

RECEIVED

DEC 10 2014

DEPARTMENT OF  
WATER RESOURCESAPPLICATION TO RENT WATER  
FROM THE WATER SUPPLY BANK

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Kevin H. LovelandMailing Address Rt 6 Box 682, Pocatello, Idaho 83202Phone 208-251-9999Email kevinspud@hotmail.com

## A. DESCRIPTION OF WATER SOUGHT FOR RENT

| 1. <u>Maximum Flow Rate (cfs)</u> | <u>Maximum Volume (ac-ft)</u> | <u>Nature of Use</u> | <u>Period of Use</u>               |
|-----------------------------------|-------------------------------|----------------------|------------------------------------|
|                                   | <u>70 ac-ft</u>               | <u>Irrigation</u>    | <u>04/01/15</u> to <u>10/31/18</u> |
|                                   |                               |                      | to                                 |
|                                   |                               |                      | to                                 |
| Total:                            | <u>70 ac-ft</u>               |                      |                                    |

2. Source of water Deep Water Well tributary to

3. Point(s) of Diversion:

| TWP | RGE  | SEC | GOVT LOT | ¼  | ¼  | ¼  | County  |
|-----|------|-----|----------|----|----|----|---------|
| 5 S | 34 E | 35  |          | SE | NE | NW | Bannock |
|     |      |     |          |    |    |    |         |
|     |      |     |          |    |    |    |         |
|     |      |     |          |    |    |    |         |

4. Lands to be irrigated or place of use:

| TWP | RGE | SEC | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 5 S | 34  | 35  |    |    | 5  | 5  | 30 |    |    | 30 |    |    |    |    |    |    |    |    | 70     |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 70

## B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion.

2. Do you own the land at the proposed place of use?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use.

## C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

#### D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.

Existing Well that has been used on the property since mid 1950's that is associated with water right 29-2419.

2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.  
29-2419

3. Will the proposed place of use receive water from any other source?

Yes ☐ No ☒

If yes, describe.

4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A

5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental?

Yes ☐ No ☒

If yes, describe.

6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒

If yes, describe.

#### E. RENTAL TERM

Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐

If yes, please specify the number of years desired through proposed rental. 4 (2015 to 2018)

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.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. The Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Signature of Applicant

Kevin H. Loveland - Owner  
Printed Name and Title\*

Date

Date

Signature of Applicant

Printed Name and Title\*

\*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

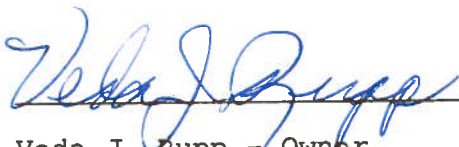
Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

This agreement dated this 27<sup>th</sup> day of November, 2014, between Veda J. Rupp, the Harold L. Rupp Sr. Trust with H. Lavelle Rupp Jr. and Christine R. Petersen - Trustees herein called Lessors and Kevin H. Loveland - Lessee is to agree on the following terms:

That Lessors agree to lease to the Lessee 70 acres of Water Rights that are being deposited with the Idaho Department of Water Resources Water Supply Bank, by the Lessors, for a period of 4 years beginning in 2015 and ending in 2018.

The Lessors 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 Lessors in the past year 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.

  
Veda J. Rupp - Owner

  
Christine R. Petersen - Trustee

  
H. Lavelle Rupp Jr. - Trustee

  
Kevin H. Loveland - Lessee



Google earth

feet  
meters

2000

800

Google earth

# Water Right

## 29-2419

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.

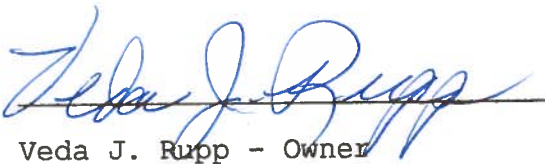


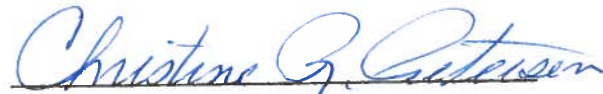
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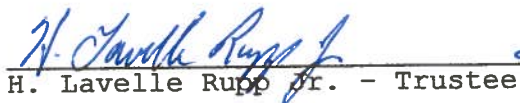
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It is understood that the only costs to Kevin H. Loveland for the Lease of these Water Rights shall be any fees to the Water Supply Bank for Administrative fees involved.

  
Veda J. Rupp - Owner

  
Christine R. Petersen - Trustee

  
H. Lavelle Rupp Jr. - Trustee

  
Kevin H. Loveland - Lessee