



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

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
Total				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
Annual Combined Rental Totals			1.16 CFS	280.0 AF	70.0 AC	70.0 AC

TERM OF RENTAL:

April 1, 2015, to December 31, 2018

Rental Fee: **Years 2015-2017 \$476.00 annually**
 Years 2018 \$560.00

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 BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

RECEIVED

DEC 10 2014

DEPARTMENT OF
WATER RESOURCES

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.

Kevin H. Loveland
Signature of Applicant

Kevin H. Loveland - Owner
Printed Name and Title*

11/27/14
Date

Signature of Applicant

Printed Name and Title*

Date

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

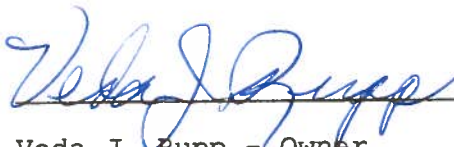
Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

This agreement dated this 27th 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.



This agreement dated this 27th 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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 6, 2015

KEVIN LOVELAND
RT 6 PO BOX 682
POCATELLO ID 83202

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-2292, 29-13143, AND 29-13144**

Dear Renter:

Please find enclosed a receipt in the amount of **\$476.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 280.00 acre-feet of water for irrigation of 70 acres during 2015. 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 right(s)

If you have any questions, please contact me at (208) 287-4881.

Sincerely,

Sandy Thiel
Water Resource Planner
WSB Process Point of Contact

Enclosure(s): Receipt No. C100011
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

February 20, 2015

KEVIN H LOVELAND
RT 6
PO BOX 682
POCATELLO ID 83202

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

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 **\$4,760.00** was calculated based on the current rental rate of \$17.00 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 \$476.00.** An annual payment shall be received by the Department prior to the execution of this agreement and prior to February 15 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 \$476.00 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 me at (208) 287-4910.

Sincerely,

for 
Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure(s)

c: IDWR Front Desk

MEMORANDUM

To: Water Rights: 29-2292, 29-13143 and 29-13144
From: Sandy Thiel
Date: February 18, 2015
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE:

The Department received a lease/rental package on December 10, 2014. The Harold Rupp Trust submitted their application to lease portions rights 29-2292, 29-13143 and 29-13144 into the bank through 2018. Kevin Loveland submitted an application to rent these rights for four years, also through 2018, to irrigate 70 acres.

The rental point of diversion will share the same well as right 29-2419.

AUTHORITY TO FILE: According to tax records, Kevin and Ann Loveland own the land at the locations of both the point of diversion and the place of use. Kevin Loveland signed the rental application.

WATER RIGHT VALIDITY: Rights 29-2292, 29-13143 and 29-13144 are currently leased into the bank for 70 acres. These rights were all decreed in 2004. Landsat imagery confirmed irrigation of these acres as recently as 2011. The acres being offered for lease were leased in 2014. Forfeiture is not an issue.

INJURY TO OTHER WATER RIGHTS: No modeling is required. The rental point of diversion is in a grid cell adjacent to the lease point of diversion. Both the lease and rental locations are within the Non-Trust Water Area.

ENLARGEMENT OF USE: The rental of rights 29-2292, 29-13143 and 29-13144 does not include a change in the nature of use. The lease and the rental share the same season of use 4/1 to 10/31, the same headgate requirement of 4 af/ac and the same consumptive use of 3 af/ac. No enlargement is evident through the rental.

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 rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: Comments were solicited from Eastern region. None were received.

