



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

MITCHELL D SORENSEN
3871 W 2500 N
MOORE ID 83255

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	2014	2018	34-7035B	34.3	\$58.31	\$0.00	\$58.31	2/15/2017
1	2014	2018	34-7052	2195.5	\$3,732.35	\$0.00	\$3,732.35	2/15/2017
1	2014	2018	34-7110	164.5	\$279.65	\$0.00	\$279.65	2/15/2017
Total				2394.3	\$4,070.31	\$0.00	\$4,070.31	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 **\$4,070.31** 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

This is to certify that: **MITCHELL D SORENSEN**
ELAINE R SORENSEN
3871 W 2500 N
MOORE ID 83255
208-221-3293

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

<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
34-7035B	0.13 CFS	34.3 AF	NA	9.8 AC
34-7052	6.00 CFS	2,195.5 AF	NA	472.0 AC
34-7110	8.07 CFS	NA	NA	472.0 AC
	13.49 CFS	2,360.0 AF	NA	472.0 AC
Combined				
Rental Totals:	13.62 CFS	2,394.3 AF	NA	481.8 AC

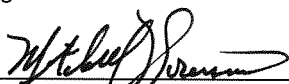
Term of Rental: January 30, 2014 to December 31, 2018

Rental Fee: \$4,070.31 annually for years 2014 through 2017
\$4,788.60 for year 2018

The fee for rental of the above-described water is \$4,070.31 for years 2014 through 2017 and \$4,788.60 for year 2018. The rental fee will go 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.

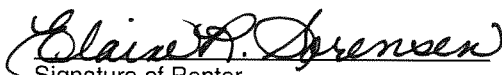
Detailed water right specific limitations and conditions are attached.

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:


Signature of Renter

Mitchell D. Sorensen owner
Printed Name and Title*

May 5, 2014
Date


Signature of Renter

Elaine R. Sorensen owner
Printed Name and Title*

May 5, 2014
Date

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

SUPPORT DATA

IN FILE # 34-7035B

Having determined that this agreement satisfies 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 conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By  Date 05-07-2014
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board



WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 34-7035B

The 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 below:

Renter: MITCHELL D SORENSEN
ELAINE R SORENSEN
3871 W 2500 N
MOORE ID 83255

Priority Date: 04/12/1973

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.13 CFS	34.3 AF
	Total:		0.13 CFS	34.3 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER	SE¼SE¼	Sec. 5	Twp 04N Rge 26E	BUTTE County
GROUND WATER	NW¼NW¼NW¼	Sec. 21	Twp 05N Rge 26E	BUTTE County
GROUND WATER	NE¼NW¼NW¼	Sec. 21	Twp 05N Rge 26E	BUTTE County
GROUND WATER	SW¼NW¼	Sec. 21	Twp 05N Rge 26E	BUTTE County

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	
03N	25E	2												4.7			1.6	0.7	7.0
03N	25E	11	36.0	39.3	34.0	32.7	39.3	35.0	34.8	32.6					35.2	34.2	33.9	32.0	419.0
04N	25E	27													9.1	2.0	11.6	33.1	55.8

Total Acres: 481.8

Acre limit within place of use described: 9.8

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
34-7035B, 34-7052 and 34-7110	13.62 CFS	2,394.3 AF	NA	481.8 AC

CONDITIONS OF WATER USE

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 the ongoing Snake River Basin Adjudication or 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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement. .
12. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 34.
13. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 34-7052

The 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 below:

Renter: MITCHELL D SORENSEN
ELAINE R SORENSEN
3871 W 2500 N
MOORE ID 83255

Priority Date: 11/13/1973

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	6.00 CFS	2,195.5 AF
	Total:		6.00 CFS	2,195.5 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER	SE $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 5	Twp 04N Rge 26E	BUTTE County
GROUND WATER	NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 21	Twp 05N Rge 26E	BUTTE County
GROUND WATER	NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 21	Twp 05N Rge 26E	BUTTE County
GROUND WATER	SW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 21	Twp 05N Rge 26E	BUTTE County

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	
03N	25E	2												4.7			1.6	0.7	7.0
03N	25E	11	36.0	39.3	34.0	32.7	39.3	35.0	34.8	32.6					35.2	34.2	33.9	32.0	419.0
04N	25E	27													9.1	2.0	11.6	33.1	55.8

Total Acres: 481.8

Acre limit within place of use described: 472.0

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
34-7035B, 34-7052 and 34-7110	13.62 CFS	2,394.3 AF	NA	481.8 AC

CONDITIONS OF WATER USE

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 the ongoing Snake River Basin Adjudication or 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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 34.
14. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
15. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 34-7110

The 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 below:

Renter: MITCHELL D SORENSEN
 ELAINE R SORENSEN
 3871 W 2500 N
 MOORE ID 83255

Priority Date: 05/15/1975

Source: BIG LOST RIVER **Tributary to:** SINKS

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	8.07 CFS	NA
	Total:		8.07 CFS	NA

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

BIG LOST RIVER NW¼SE¼SE¼ Sec. 4 Twp 05N Rge 26E BUTTE County

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	
03N	25E	2												4.7			1.6	0.7	7.0
03N	25E	11	36.0	39.3	34.0	32.7	39.3	35.0	34.8	32.6					35.2	34.2	33.9	32.0	419.0
04N	25E	27													9.1	2.0	11.6	33.1	55.8

Total Acres: 481.8

Acre limit within place of use described: 472.0

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
34-7035B, 34-7052 and 34-7110	13.62 CFS	2,394.3 AF	NA	481.8 AC

CONDITIONS OF WATER USE

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 the ongoing Snake River Basin Adjudication or 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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 34.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

