



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

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

April 1, 2013

MVCP LLC
474 EAST 550 SOUTH
BURLEY ID 83318

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 45-13904**

Dear Renter:

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 **\$558.28** was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 328.4 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to March 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 \$558.28 made payable to the Idaho Department of Water Resources, together with the signed rental agreement, to my attention within 14 days so I can complete the processing. Pursuant to the Water Supply Bank Rules, the rental fee will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Sr. Water Resource Agent

Enclosure(s)

c: Allen Merritt – IDWR Southern Regional Office
Greg Sullivan-Brockway Engineering PLLC
Brian Higgs- Water District 140 Watermaster

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

This is to certify that: MVCP LLC
474 EAST 550 SOUTH
BURLEY ID 83318
(208) 678-1599

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 <u>Right</u>	Rented <u>Rate</u>	Annual Rented <u>Volume</u>	Total Rented <u>Acres</u>
45-13904	0.83 CFS	328.4 AF	82.1 AC

COMBINED RENTAL TOTALS:	0.83 CFS	328.4 AF	82.1 AC
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TERM OF RENTAL:	<u>March 15, 2013, to November 15, 2013</u>
	<u>March 15, 2014, to November 15, 2014</u>
	<u>March 15, 2015, to November 15, 2015</u>

RENTAL FEE:	<u>\$558.28 annually</u>
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Detailed water right specific limitations and conditions 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:

Dated this _____ day of _____, 20_____.

By: _____
(Print Name) (Signature)

(Title if on behalf of company or organization)

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 this ____ day of _____, 20_____.

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 45-13904
WATER SUPPLY BANK RENTAL AGREEMENT

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: MVCP LLC
 474 EAST 550 SOUTH
 BURLEY ID 83318
 (208) 678-1599

Priority Date: 11/16/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.83 CFS	328.4 AF
	Total:		0.83 CFS	328.4 AF

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

GROUND WATER	NW¼NE¼	Sec. 32	Twp 11S	Rge 23E	CASSIA County
GROUND WATER	SW¼NW¼	Sec. 32	Twp 11S	Rge 23E	CASSIA County
GROUND WATER	SW¼NW¼	Sec. 32	Twp 11S	Rge 23E	CASSIA County
GROUND WATER	NE¼SW¼	Sec. 32	Twp 11S	Rge 23E	CASSIA County
GROUND WATER	NW¼SW¼	Sec. 28	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	SW¼SW¼	Sec. 28	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	SW¼SW¼	Sec. 28	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	NE¼SE¼	Sec. 30	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	SE¼SE¼	Sec. 30	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	NE¼NE¼	Sec. 31	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	NW¼NW¼	Sec. 32	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	NW¼NW¼	Sec. 32	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	SE¼SE¼	Sec. 32	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	NE¼NE¼	Sec. 32	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	SW¼SW¼	Sec. 32	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	NE¼NW¼	Sec. 32	Twp 11S	Rge 24E	CASSIA County
GROUND WATER	SE¼SE¼	Sec. 26	Twp 11S	Rge 23E	CASSIA County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
12S	23E	12	11	15		27					15				0.1	14			82.1

Total Acres: 82.1 AC within a permissible place of use of 4342.0 AC

COMBINED LIMITS OF LEASED RIGHT:

Combined Rights	Rate	Volume	Acres
45-690, 45-691, 45-7004, 45-7186A and 45-13904	NA	NA	1821.0 AC
45-690, 45-691, 45-2383, 45-14413, 45-14414, 45-7004, 45-7118, 45-14412, 45-7125, 45-7186A, 45-7317, 45-13904, 45-13981, 45-14415, 45-14416, 45-14417, 45-14418, and 45-13982	NA	NA	3456.0 AC

**WATER RIGHT NO. 45-13904
WATER SUPPLY BANK RENTAL AGREEMENT**

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 any other department application process.
3. Prior to the diversion and use of water under this approval, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
5. The point of diversion located in the NENESE, S30, T11S, R24E is limited to a maximum diversion rate of 4.00 cfs, when diverted under rights 45-2383, 45-7118, 45-7125, and 45-7317.
6. Diversion of water from the four points of diversion located in Section 32, T11S, R23E, in the Oakley-Kenyon Critical Groundwater Area, shall not exceed a total annual diversion volume of 2560 af.
7. 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.
8. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
9. This rental agreement does not authorize the construction of a well.
10. Use of water under this agreement shall not prejudice any pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
11. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
12. 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.
13. 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.
14. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
15. 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. 140.