



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

March 5, 2012

MITCHELL D SORENSEN
3871 W 2500 N
MOORE ID 83255

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 34-7052 AND 34-7110**

Dear Renter:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. I previously sent an agreement a few days ago but that agreement had a typo. I have enclosed an amended 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 \$33,040.00 per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 2,360 acre-feet. However, since you are the lessor and the renter under this agreement, you need only pay the 10% administrative fee of **\$3,304.00**. Payment shall be received by the Department prior to the execution of this agreement.

Please send a check 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.

If you have any questions, please contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Enclosure(s)

c: Lyle Swank and James Cefalo – IDWR Eastern Regional Office
Roger Totten – Watermaster, Water District 34
Nick Miller – Water Distribution Section Manager
Luke Marchant – Holden, Kidwell, Hahn & Crapo, PLLC

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

This is to certify that: MITCHELL D 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>Total Rented Acres</u>
	34-7052	6.00 CFS	2195.5 AF	472.0 AC
	34-7110	8.07 CFS	NA	472.0 AC
COMBINED RENTAL TOTALS:		13.49 CFS	2360.0 AF	472.0 AC

TERM OF RENTAL: April 1, 2013 to November 1, 2013

RENTAL FEE: \$40,120

The total fee for rental of the above-described water is \$33,040.00. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$4,012.00.

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____.

GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 34-7052

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: MITCHELL D SORENSEN
3871 W 2500 N
MOORE ID 83255
(208) 221-3293

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	2195.5 AF
	Total:		6.00 CFS	2195.5 AF

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

GROUND WATER	NW¼NW¼NW¼	Sec. 21	Twp 05N	Rge 26E	BUTTE County
GROUND WATER	NE¼NW¼NW¼	Sec. 21	Twp 05N	Rge 26E	BUTTE 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
03N	25E	11	39.7	40	39.4	38.4	40	40	40	39.6					39.4	39.8	38	37.7	472

Total Acres: 472

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. 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.

**WATER RIGHT NO. 34-7052
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Use of this right with Right No. 34-7110 is limited to the irrigation of a combined total of 472 acres in a single irrigation season.
15. Use of this right with Right No. 34-7110 is limited to a total combined diversion rate of 13.49 cfs and to a total combined annual diversion volume of 2360 AF.

WATER RIGHT NO. 34-7110
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: MITCHELL D SORENSEN
 3871 W 2500 N
 MOORE ID 83255
 (208) 221-3293

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	
	Total:		8.07 CFS	

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				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	25E	11	39.7	40	39.4	38.4	40	40	40	39.6					39.4	39.8	38	37.7	472

Total Acres: 472

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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.

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

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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.
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