



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

July 8, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

CITY OF REXBURG
PO BOX 280
REXBURG ID 83440

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 22-4130**

Dear Renter:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("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 \$6,524 per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 466 acre-feet. However, you have a private agreement with the lessor, allowing you to only pay them an annual fee of \$100. You will still need to pay the Department 10% of the total rental fee to offset administrative costs. Therefore, your annual rental fee is **\$752.40** (\$652.40 which is 10% of the annual fee, plus \$100 for the lessor). An annual payment shall be received by the Department prior to the execution of this agreement and prior to April 1 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 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 – IDWR Eastern Regional Office
Kristin Moore – Rocky Mountain Environmental Associates, Inc.

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

This is to certify that: CITY OF REXBURG
PO BOX 280
REXBURG ID 83440
(208) 359-3020
JOHNM@REXBURG.ORG

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	Rented Rate	Annual Rented Volume	Total Rented Acres
	22-4130	2.66 CFS	466.0 AF	133.0 AC
COMBINED RENTAL TOTALS:		2.66 CFS	466.0 AF	133.0 AC

TERM OF RENTAL: June 7, 2011 to October 31, 2015

RENTAL FEE: \$752.40

The fee for rental of the above-described water is \$6,524 per year. However, a personal agreement between the lessor and renter authorizes a rental fee of \$100 to the lessor and 10% of the rental fee to the Department for administrative costs. Therefore, the total rental fee to be paid is \$752.40. An annual payment shall be received by the Department prior to April 1, the beginning of the irrigation season, 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.

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. 22-4130
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: CITY OF REXBURG
PO BOX 280
REXBURG ID 83440
(208) 359-3020
JOHNM@REXBURG.ORG

Priority Date: 06/01/1956

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	2.66 CFS	466.0 AF
	Total:		2.66 CFS	466.0 AF

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

GROUND WATER NE¼NE¼NE¼ Sec. 30 Twp 06N Rge 40E MADISON County

RENTER'S PLACE OF USE: IRRIGATION

Place of use is within the service area of the City of Rexburg municipal water supply system as provided for under Idaho law.

CONDITIONS OF WATER USE

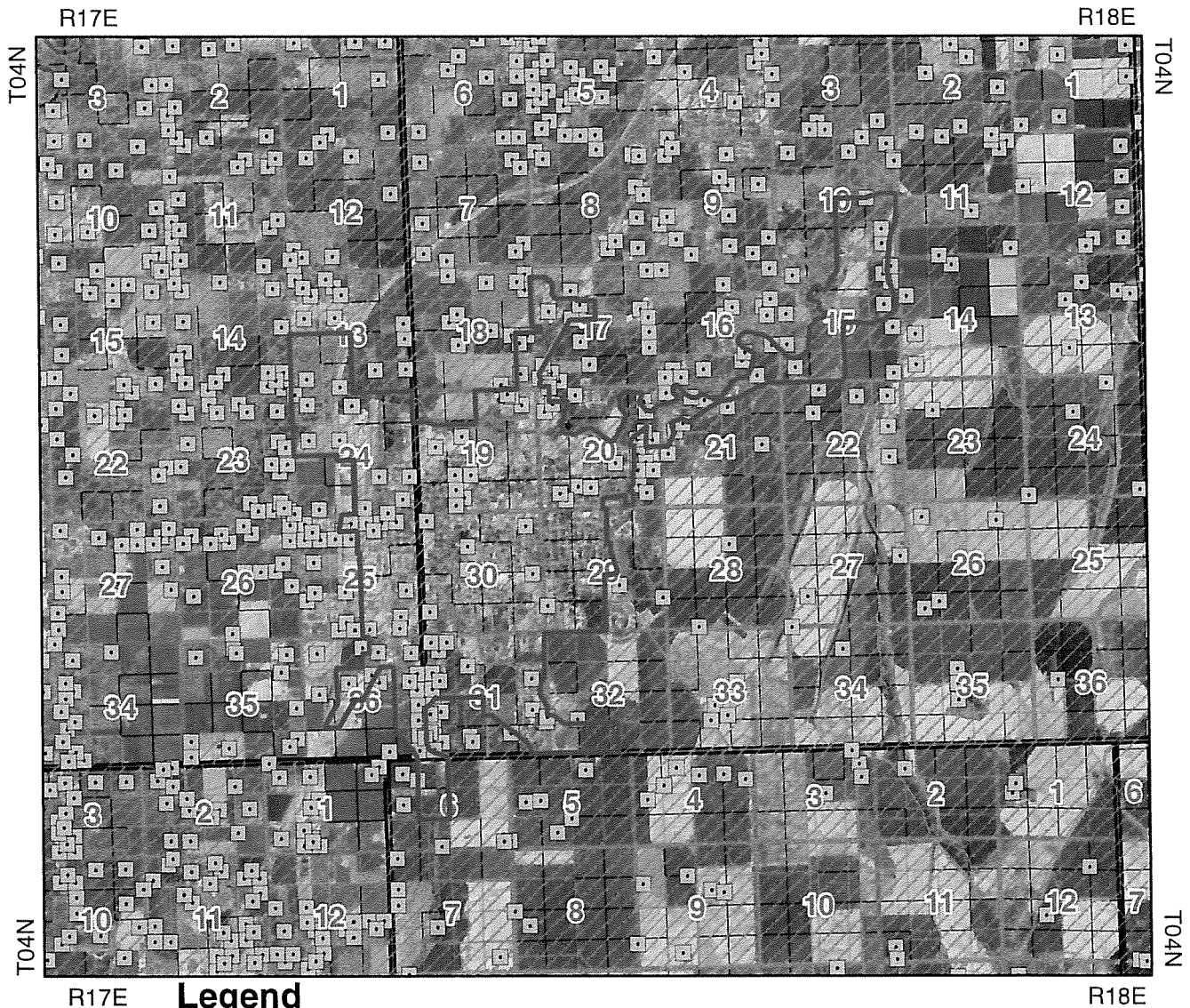
1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Municipal use is for irrigation of 133 acres within the authorized place of use in a single irrigation season.
3. Rental of the specified right from the bank does not, in itself, confirm the validity 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 other department application process.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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. 22-4130
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. Place of use is within the service area of the City of Rexburg municipal water supply system as provided for under Idaho law.
12. The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued to duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.
13. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
14. The irrigation component of municipal use under this rental when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate.

State of Idaho
Department of Water Resources
Water Supply Bank Rental
22-4130
Water Service Area Boundary for City of Rexburg



Legend

-  Water Right POD
-  Water Right POU
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.5 1 2 Miles

