



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

May 9, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

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

RE: APPLICATIONS TO LEASE AND RENT WATER RIGHT NO. 34-2424B FROM THE
WATER SUPPLY BANK

Dear Applicants:

The Department of Water Resources ("Department") received your applications to lease and rent the above-mentioned water right. The offered water right is accepted into the Bank in accordance with the attached Water Supply Bank Lease Acceptance. If you do not agree with the conditions of the Lease Acceptance and would like to withdraw your water right from the Bank, you must contact the Department within thirty (30) days of receipt of this notification. The right will automatically be released on **December 31, 2015**, unless the right is released earlier by the Board, or upon request by the lessor. To change the term of the lease or to release the right from the Bank, submit a written request to the Department prior to the release date.

Enclosed is a Water Supply Bank Rental Agreement for your review and signature. Upon signature and return of the original agreement, together with the rental fee, 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.

The rental fee of \$5,194.00 was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 371.0 acre-feet. Since you are the lessor and the renter under this agreement, the Department requires that you submit only the 10% administrative fee. Therefore, a rental fee of **\$519.40** must be paid in accordance with the rental agreement. Please send a check made payable to the Idaho Department of Water Resources together with the signed rental agreement, within fourteen (14) days so I can complete the processing. Your rental payment for next year will be due by March 15, 2012. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice to the Department at least 30 days prior to the fee due date. If you have any questions, please contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Enclosure: Lease Acceptance (copy)
Rental Agreement (original)

c: Lyle Swank – IDWR Eastern Regional Office
Roger Totten – Watermaster, Water District 34
Luke Marchant – Holden Kidwell Hahn & Crapo

**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) 527-3271
SOREMD@IDA.NET

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
	34-2424B	2.27 CFS	371.0 AF	106.0 AC
COMBINED RENTAL TOTALS:		2.27 CFS	371.0 AF	106.0 AC

TERM OF RENTAL: April 1, 2011 to October 31, 2011
April 1, 2012 to October 31, 2012
April 1, 2013 to October 31, 2013
April 1, 2014 to October 31, 2014
April 1, 2015 to October 31, 2015

RENTAL FEE: \$5,194.00

The total fee for rental of the above-described water is \$5,194.00. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of **\$519.40**. The fee for rental of the above-described water is \$519.40 per year. 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.

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. 34-2424B
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
 ELAINE R SORENSEN
 3871 W 2500 N
 MOORE ID 83255
 (208) 527-3271
 SOREMD@IDA.NET

Priority Date: 06/13/1961

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	2.27 CFS	371.0 AF
	Total:			2.27 CFS
				371.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼SW¼NW¼ Sec. 33 Twp 05N Rge 26E BUTTE County
 GROUND WATER NW¼SE¼SE¼ Sec. 4 Twp 05N Rge 26E BUTTE County (Rediversion)
 GROUND WATER NW¼SE¼NE¼ Sec. 5 Twp 04N 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	
04N	26E	5	39 (L1)	28 (L2)	39														106

Total Acres: 106.0

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.

**WATER RIGHT NO. 34-2424B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Use of this right with Right No. 34-10319 is limited to the irrigation of a combined total of 116 acres in a single irrigation season.
12. Water diverted under this right is exchanged by injecting water diverted under this right into Westside Canal, and diverting an equal amount from the Big Lost River at the point of rediversion described above. Water may be rediverted from the Big Lost River only when there is current demand for the water injected into the Westside Canal by Westside Canal water users with currently deliverable priorities below the point of injection.
13. Use of this right with Right No. 34-10319 is limited to a total combined diversion rate of 3.12 cfs.
14. Right No. 34-2424A is also diverted through point of diversion described in Section 33 above.
15. Water is delivered through Moore Diversion, Moore Canal.
16. 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.

MEMORANDUM

To: Water Right File No(s). 34-2424B

From: Monica Van Bussum

Date: May 6, 2011

Re: Review of Applications to Lease and Rent a Water Right to the State Water Supply Bank

PURPOSE/NARRATIVE: On April 28, 2011, the Department received companion lease/rental applications to add a POD to the water right while the applicant repairs existing wells.

The water right POD and the proposed POD are in adjacent cells in the ESPA model boundary layer, so no ESPA model run is required.

AUTHORITY TO FILE: The applications were signed by the right holder.

WATER RIGHT VALIDITY: 2009 imagery indicates irrigation. There is no change in POU through the lease/rental, just adding a POD.

INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: No enlargement is evident through the lease alone. Proper rental review should protect against enlargement.

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 leases appear to be consistent with conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:

A phone conversation with Water District 34 watermaster Roger Toten indicates no concerns.