STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1608

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

RECEIVED
MAR 27 2023
DEPARTMENT OF
WATER RESOURCES

LESSOR: BYU IDAHO
525 S CENTER ST
REXBURG, ID 83460

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.

2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on August 04, 2022.

3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS**: The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
22-4130	6/1/1956	GROUND WATER	2.66	466	133
Combined Lease Totals			**2.66**	**466**	**133**

2. **COMPENSATION**: The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

   Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE**: The term of this lease shall be January 1, 2022 to December 31, 2025. This Lease shall bind the parties and take effect when both parties have signed it.

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE**: The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

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WATER SUPPLY BANK LEASE CONTRACT No. 1608

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.

6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.

7. **DUPLICATE ORIGINAL**: This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

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APR 04 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1608

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: BYU IDAHO
525 S CENTER ST 1695
REXBURG, ID 83460

By Brett A Cook
Title Vice President
Date 3/22/2023

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By _____ Date 3/28/23
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR _____ Date 3/28/23

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1608

ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 22-4130

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

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
22-4130	IRRIGATION	04/01	to	10/31	2.66 cfs	466 AF
				Totals:	2.66 cfs	466 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	40E	30													21.0			35.0	56.0
06N	40E	31	38.0	39.0															77.0

Total Acres: 133.0

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.

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APR 0 4 2023

WATER SUPPLY BANK LEASE CONTRACT No. 1608

8. Acceptance of a right into 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.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
    a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
    b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
13. Use of water under this right may 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. 100.

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APR 0 4 2023

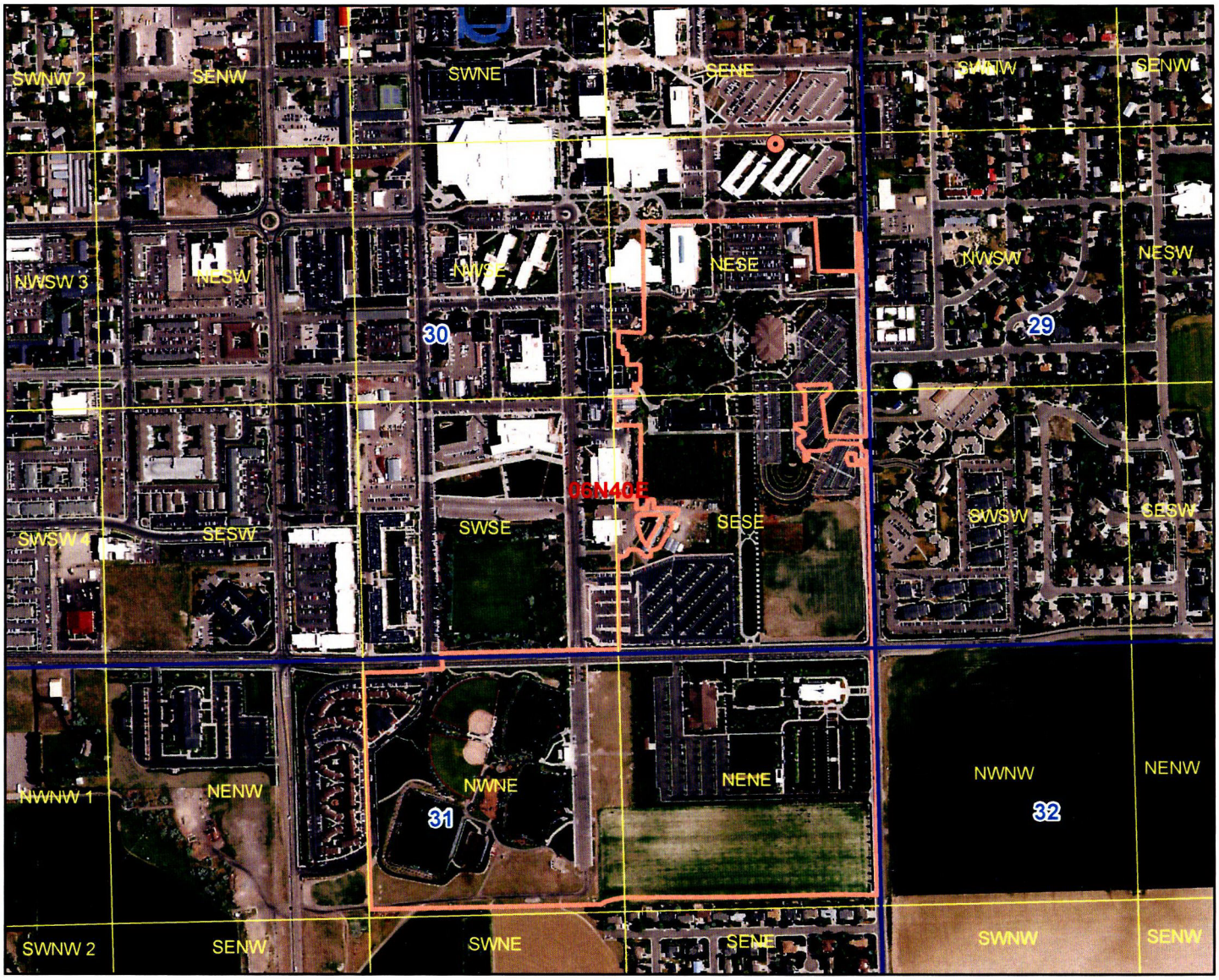
Idaho Water Resource Board

Water Supply Bank Lease Contract No. 1608

22-4130

Effective until December 31, 2025

This map depicts the **IRRIGATION place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



- Approved Lease Point of Diversion
- Approved Lease Place of Use
- Township/Range
- Sections
- QQ

N

0 0.125 0.25 0.5 Miles

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750

Form 42-1761-1 10/15

RECEIVED
AUG 04 2022
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

RECEIVED
JUL 22 2022
Department of Water Resource
Eastern Region

Designated Applicant BYU IDAHO
(Select one owner – see item 1A on the application)

Water Right No. 22-4130
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes ☑ No ☐

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST
All items must be checked as either *Attached* (Yes) or *Not Applicable* (N/A)

		Yes	
		☑	Completed *Application to Sell or Lease a Water Right to the Water Supply Bank.*
		☑	Application filing fee of $250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is $500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
		☑	Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.
Attachment	**N/A**	**Yes**	
1A	☑	☐	Signatures and contact information for ***all owners*** of the water right to be leased or sold on this application.
1B	☐	☑	An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	☑	☐	*Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
1D	☐	☑	Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	☑	☐	Description of a water right portion offered to the Water Supply Bank.
3	☐	☑	A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
4A	☑	☐	Written consent from irrigation district or water delivery company.
4G	☑	☐	Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount $ 250.00 *	Received By: CH	Date Received: 7/22/22	Receipt # E048339
W-9 received? Yes ☒ No ☐ (Route W-9 to Fiscal)		Name on W-9: Brigham Young University - IDAHO	

* $450 Check total

2418

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STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant BYU Idaho

Mailing Address 244 Physical Plant, Rexburg, ID 83460-8205
Street City State Zip Code

Email Address _____ Phone Number 208-390-7000

☑ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☐ No ☑
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☑ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Kristin Moore Organization Rocky Mountain Environmental Assoc.

Professional Title Water Right Analyst Email Address kristin.rmea@gmail.com

Mailing Address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Phone Number 208-524-2353

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☑ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☑ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2**.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3**.

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STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☑
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.

B. Please provide a description of the current water diversion and delivery system.
Well pump mainline to sprinklers

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. None

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☑
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☑ No ☐
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. See attached lease agreement with City of Rexburg to use well in municipal water system.

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. This water right has been rented by the City of Rexburg through the Water Supply Bank for the years 2011 through 2020.

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☑
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed.

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes ☐ No ☑

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STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?

If lease, specify the years when the use of water will be suspended: 2021 (Year) to 2025 (Year) (maximum lease period 5 calendar years).

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

Lease agreement with the City of Rexburg indicates payment of $100 per year.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant	Printed Name	Date
Brett A Cook	Brett A. Cook	6/8/2022
Signature of Authorized Representative	Printed Name	Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

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APR 04 2023

Attachment # 1.D

TO: IDAHO DEPARTMENT OF WATER RESOURCES

FROM: BYU IDAHO

RE: Authorized Representatives

Rocky Mountain Environmental Associates, Inc.
482 Constitution Way 303
Idaho Falls, ID 83402
(208) 524-2353 / (208) 524-1795 Fax

The following are designated representative of Rocky Mountain Environmental Associates, Inc.:

John R. Rice, Jr. ..... President
W. Roger Warner ..... Vice-President
Keith C. Wilson ..... Senior Water Rights Analyst
Kristin M. Moore ..... Senior Water Rights Analyst ..... (PRIMARY CONTACT)
Chad Jensen ..... Staff Water Rights Analyst

This authorizes these individuals to act as Representatives on behalf of BYU Idaho. These representatives may submit information for BYU Idaho, but are not authorized to sign for BYU Idaho. This designation is only for the Water Banking of 133 acres of Water Right No. 22-4130 for years 2021 – 2025.

Brett A Cook
Signature

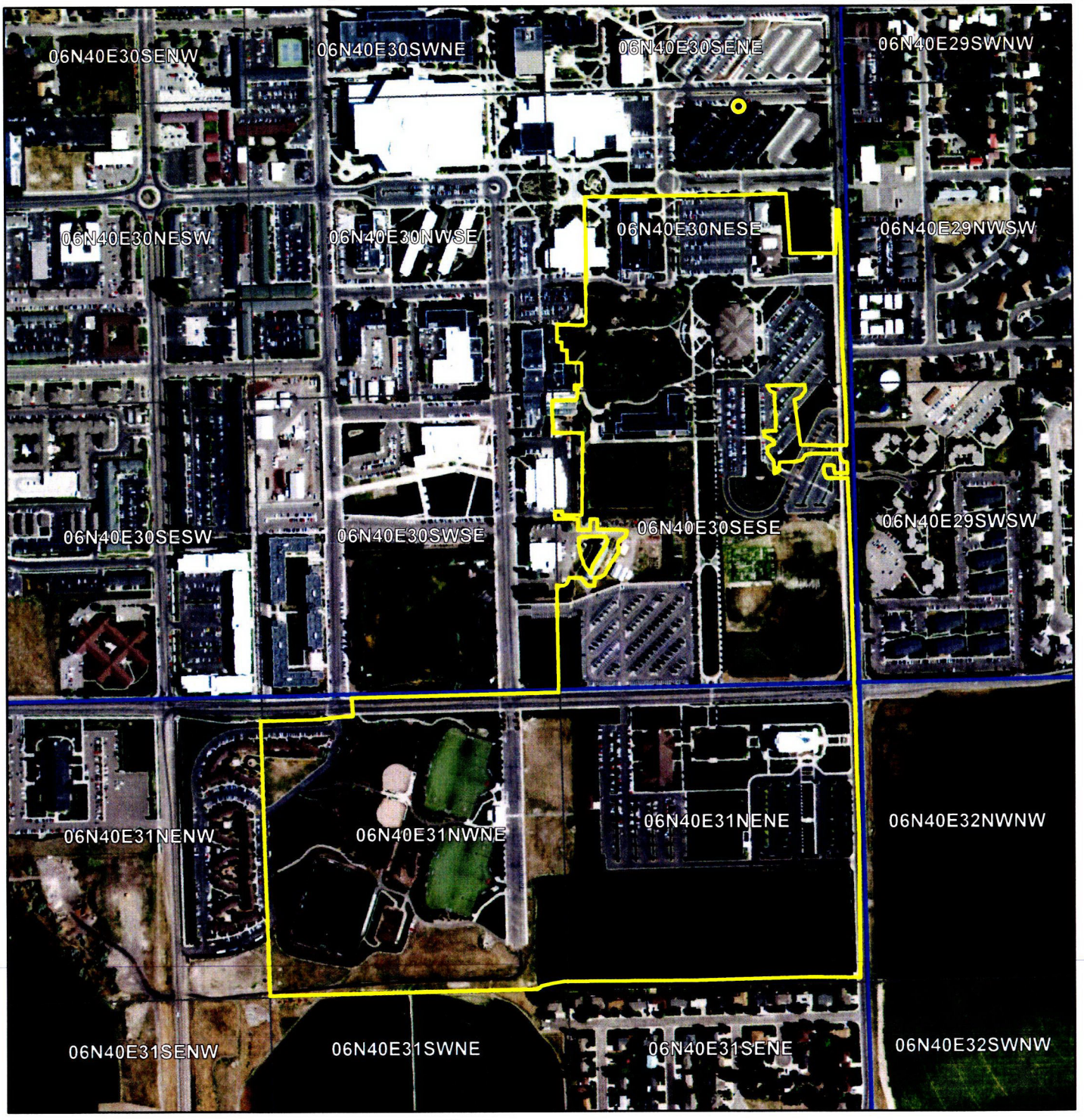
Brett A. Cook
Printed Name and Title

6/8/2022
Date

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APR 04 2023

Rocky Mountain ENVIRONMENTAL ASSOCIATES, INC

Attachment #3



Feet

0 300 600 1,200 1,800

WR POD 22-4130

WR POU 22-4130

Twp & Rng

Section

QQ

N

W E

S

WSB Lease Application

Water Right No. 22-4130

SCANNED APR 04 2023

2019 NAIP Photography	
Drawn by: AD	
Date: 12/21/2020	

Rocky Mountain ENVIRONMENTAL ASSOCIATES, INC.

AGREEMENT TO EXTEND LEASE OF WATER RIGHT

THIS AGREEMENT is effective as of the 18th day of December, 2020, by and between **BRIGHAM YOUNG UNIVERSITY-IDAHO** of 525 S. Center Street, Rexburg, Idaho 83460, hereinafter called "BYUI", and **CITY OF REXBURG**, of 35 N. 1st E., Rexburg, Idaho 83440, hereinafter referred to as "CITY".

This agreement, hereinafter referred to as Lease Extension, certifies that the parties agree to extend the AGREEMENT TO LEASE WATER RIGHT dated May 19, 2011, and recorded in Madison County, Instrument #368224, for an additional term of five (5) years beginning January 1, 2021, and continuing until December 31, 2025, at which time, the Lease Extension shall automatically terminate unless the parties mutually agree to an additional extension.

This Lease Extension binds both parties to the terms and conditions of the original Agreement to Lease Water Right. The original agreement and this Lease Extension, when combined, comprise the entire agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Extension.

BYUI:

By: Brett Cook, University Resources Vice President

CITY:

By: Jerry Merrill, Mayor

Acknowledgment

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APR 04 2023

CITY OF
REXBURG
America's Family Community

September 24, 2015

John Millar
Public Works Director
P.O. Box 280
City of Rexburg, Idaho
83440

Mr. Charles Anderson
University Resources V.P.
BYU-Idaho
200 Kimball Building
Rexburg, Idaho
83460-1650

Re: Campus well lease agreement

Charles,

On May 19, 2011 the City of Rexburg and BYU-Idaho entered into a lease agreement to allow the City to lease the water right and facilities of an existing well located between the old girls dorms. The existing lease has a termination date of December 31, 2015 with no automatic extension clause, unless both parties agree to an additional extension. The city requests the opportunity to extend this lease for an additional five year period under the same conditions as the existing lease.

I can have our attorney prepare an extension of the lease or your legal department may wish to prepare the extension agreement, if the university is in agreement to extend the lease for the requested time period. In order for this water lease to be effective through the Idaho Department of Water Resources it must be extended before the existing lease expires.

If you need additional information or need to discuss the terms of the agreement please contact me or Stephen Zollinger at your convenience. We appreciate our working relationship with the university.

Sincerely,

John Millar, City of Rexburg

Cc: Stephen Zollinger

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APR 04 2023

STATE OF IDAHO)
SS.
County of Madison)

On this 18 day of December, 2020, before me, the undersigned Notary Public in and for said State, personally appeared **Brett Cook**, known to me to be the University Resources Vice President, of **Brigham Young University-Idaho**, that he executed the foregoing instrument, and acknowledged to me that Brigham Young University-Idaho executed the same.

MARIANNA GONZALEZ EXPIRES 02-13-2021 NOTARY PUBLIC COMM. NO. 54040 STATE OF IDAHO

Marianna Gonzalez
Notary Public for Idaho
Residing at: Madison County
My Commission Expires: 2/13/21

STATE OF IDAHO)
SS.
County of Madison)

On this 18 day of December, 2020, before me, the undersigned Notary Public in and for said State personally appeared **Jerry Merrill**, know to me to be the Mayor, of the **City of Rexburg**, an Idaho Municipal Corporation, that he executed the foregoing instrument, and acknowledged to me that the City of Rexburg executed the same.

MARIANNA GONZALEZ EXPIRES 02-13-2021 NOTARY PUBLIC COMM. NO. 54040 STATE OF IDAHO

Marianna Gonzalez
Notary Public for Idaho
Residing at: Madison County
My Commission Expires: 2/13/21

SCANNED
APR 04 2023

AGREEMENT TO LEASE WATER RIGHT

THIS AGREEMENT is effective as of the 19th day of May, 2011, by and between **BRIGHAM YOUNG UNIVERSITY-IDAHO**, of 525 S. Center Street, Rexburg, Idaho 83460, hereinafter called "BYUI," and **CITY OF REXBURG**, of 35 N. 1st E., Rexburg, ID 83440, hereinafter referred to as "CITY."

WITNESSETH:

1. Water Right To Be Leased. For and in consideration of One Hundred Dollars ($100.00) per year, and other good and valuable consideration, BYUI does hereby lease to the CITY, and the CITY does hereby assume the lease from BYUI, that certain ground water right partially decreed by the Snake River Basin Adjudication Court as water right number 22-4130, and more fully described as follows:

> Ground water for irrigation in the amount of 2.66 CFS from 4/01 to 10/31 with an annual volume limitation of 466 AF. The present authorized point of diversion is located in the NENESE of Section 30, Twp. 6N, Rge. 40 E.B.M. and the present authorized place of use is for 133 acres located in Sections 30 and 31 (T6N, R40E). (hereinafter "Right")

Together with a right to make an application for a long-term lease with the Idaho Water Resource Board's "Water Bank" for use of the Right for municipal purposes (including irrigation) within the city limits of Rexburg, Idaho, including the lands to which the water right presently are appurtenant. The above lease and use of the Right are hereinafter referred to as Lease Agreement.

2. Term of Lease Agreement. This Lease Agreement is for a term of five years beginning immediately upon execution hereof and continuing until December 31, 2015, at which time, the

Instrument # 368224
REXBURG, MADISON, IDAHO
5-19-2011 02:58:02 No. of Pages: 8
Recorded for : CITY OF REXBURG
KIM H. MUIR Fee: 0.00
Ex-Officio Recorder Deputy

SCANNED
APR 04 2023

Lease Agreement shall automatically terminate unless the parties mutually agree to an extension.

3. Water Board Rental/Lease Fees, Water Lines, Equipment and Maintenance Costs, Supply of BYUI Irrigation Needs. It is understood and agreed that the CITY shall pay all costs associated with the intended Lease Agreement, Water Board rental/lease fees of the RIGHT for its intended uses set forth herein, including all legal and hydrological fees associated with the application for lease as may be required. CITY shall also pay all costs for installation and maintenance of water lines and equipment associated with the use of the Right.

BYUI agrees to allow the pumping facilities to remain connected to the BYUI power supply systems. Furthermore, the CITY agrees to meter the power usage and reimburse BYUI at the rate BYUI pays for power on a monthly basis.

Finally, the CITY shall insure that all necessary irrigation needs required by BYUI shall be made available to BYUI by the CITY.

4. Representations of BYUI. BYUI holds the Right without any encumbrance and has full legal authority to lease/rent the Right to CITY. BYUI knows of no facts which would lead to a claim by any third party or the Idaho Department of Water Resources to challenge the partial decree granted by the Snake River Basin Adjudication court to the Right. BYUI shall sign all necessary documentation in

order to lease the Right to the CITY. BYUI acknowledges that should this Lease Agreement be terminated for any reason and BYUI is re-assigned the Right, then the CITY may NOT be obligated to provide water necessary for the irrigation of BYUI's lands as originally decreed in the Right.

5. Representations of CITY. CITY shall apply the water under the Right to the beneficial

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APR 04 2023

use of irrigation (or municipal use if authorized) such that the full water right shall be beneficially applied in the required amounts and to the required number of acres in order to insure that the Right is not in jeopardy of forfeiture. CITY shall not encumber the Right in any manner which would impact BYUI's right of re-assignment. Furthermore, CITY shall do nothing which shall jeopardize the viability or active status of the Right. CITY shall follow all laws in obtaining a legal right to lease the Right to CITY.

Any application for lease or rental of the Right made by the City from the Water Board Rental Bank shall be subject to the following terms and restrictions:

A. The elements of the Right may only be temporarily modified as allowed by the Water Board Rental Rules.

B. CITY shall cause that BYUI be notified in writing as to any plans for the use of the Right, including the construction of any conveyance system and installation of any irrigation equipment.

C. CITY shall execute all documents necessary to accomplish the re-assignment of the Right from the CITY back to BYUI at the end of termination of this lease in a manner which will allow BYUI to, at a minimum, independently use the Right to irrigate lands owned by BYUI in the original number of acres granted in the partial decree of the Right.

6. CITY's Right to the Use of the Well and BYUI's Right of Examination. It is understood and agreed that the CITY intends to connect its present city ground water municipal system to the existing well located on BYUI's lands. For the term of this Lease Agreement, the CITY shall be granted an easement and limited Right for the use of the well and the necessary lands surrounding the well, including ingress and egress for installation and maintenance, to

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APR 04 2023

install the necessary pumps, panels, pipes, valves, electrical connections and shed to house said equipment (hereinafter collectively referred to as "Equipment"). Any modifications to the Equipment must be approved by BYUI, which approval must not be unreasonably withheld. The use of the well and Equipment shall also include the right of the CITY to pump from the well any other water rights owned or leased by the CITY for any municipal purpose providing such use is authorized by Idaho Department of Water Resources as an additional point of diversion for such other water rights.

BYUI or its agents shall be permitted to enter its licensed property upon 1 day written or oral notice for the purpose of examining the use of the water works under the Right to insure proper beneficial use has or is occurring.

7. Non Assignment of Right. CITY shall not assign nor encumber this Lease Agreement nor the Right nor any portion of it nor any right or privilege connected with it without first obtaining the written consent of BYUI. CITY may not sublease or sub-license the Right or any part thereof without first obtaining the written approval of BYUI. An unauthorized assignment or encumbrance, sublease or use shall be void and shall terminate this Lease Agreement immediately at the option of BYUI. The interest of the CITY in this Lease Agreement is not assignable by operation of law without written consent of BYUI.

8. Taxes and Assessments. CITY shall pay all taxes and assessments, ordinary and extraordinary, general or specific, taxed or assessed against the Right and Equipment during the term of this Lease Agreement.

9. Default by the Parties. In the event of material default or breach of the terms and conditions of this Lease Agreement by the CITY, possession under the Right, at the option of

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BYUI, shall terminate upon providing the CITY thirty (30) days written notice and opportunity to cure the default. In that event, BYUI shall have the right to re-claim and re-assign the Right and accept the surrender of the Right from the CITY. BYUI shall then have the right to terminate the Lease Agreement of the Right through the Water Board Rental Pool and proceed to re-assign the Right back to itself before the Idaho Department of Water Resources or any other state or local agency necessary to accomplish said task.

In the event of a material default or breach of the terms and conditions of this Lease Agreement by either party, the non-defaulting party shall be entitled to pursue any and all legal and equitable remedies available to it upon providing the defaulting party with thirty (30) days written notice and opportunity to cure the default.

10. Notices. Notices and demands by either BYUI or CITY shall be given by certified mail with prepaid postage addressed to BYUI or CITY at their respective addresses described above, subject to the right of either BYUI or CITY to designate by notice in writing a new address to which notice or demands must be sent.

11. Quiet Enjoyment. Subject to the terms of this Lease Agreement, and provided CITY is not in breach of this Lease Agreement, BYUI warrants CITY shall have quiet and peaceable possession of the Right during the term of this Lease Agreement or any extension of the term without any disturbance from BYUI or from any person claiming rights through BYUI.

12. Indemnification. BYUI and CITY agree to indemnify and save the other harmless against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable attorneys' fees, by or on behalf of any person, party or governmental authority whatsoever arising out of any failure

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by CITY or BYUI to perform any of the terms of this Lease Agreement or any accident, injury or damage which shall happen in or about the Right and lands associated with the well from which the Right is pumped, arising out of the respective negligence of BYUI or CITY.

13. Rules of Construction.

a. Time is of the essence of this Lease Agreement.

b. This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of Idaho and the rules of the Idaho Water Board and the Idaho Department of Water Resources.

c. In construing this Lease Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

d. If either party commences an action against the other party arising out of or in connection with this Lease Agreement, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys fees and costs of suit.

e. This Lease Agreement contains the entire agreement between the parties and any executory agreement later made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

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f. The covenants and conditions of this Lease Agreement apply to and bind the legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement.

BYUI:

By: Charles N. Andersen, University Resources Vice President

CITY:

By: Richard Woodland, Mayor

Acknowledgment

STATE OF IDAHO)
ss.
County of Madison.)

On this 19th day of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Charles N. Andersen**, known to me to be the University Resources Vice President, of **Brigham Young University-Idaho**, that he executed the foregoing instrument, and acknowledged to me that he executed the same.

DEE DEE M. TUCKER
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at: Madison
My Commission expires: 05/02/19

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APR 04 2023

STATE OF IDAHO)
ss.
County of Madison)

On this 19th of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Woodland, known to me to be the Mayor, of The City of Rexburg, an Idaho Municipal Corporation, that executed the above Subordination Agreement, and acknowledged to me that The City of Rexburg, an Idaho Municipal Corporation, executed the same.

DEE DEE M. TUCKER
NOTARY PUBLIC
STATE OF IDAHO

Dee Dee M. Tucker
Notary Public for Idaho
Residing at: Madison
My Commission expires: 05/02/17

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WSB Mailing Checklist for Leases

Instructions: Staple to outside of lowest numbered water right file during processing.

Key: Who Completes What?
CLERICAL STAFF: MK
REVIEWER: MK

Received Date 7/22 //2022

Desired Lease Duration 2022-2025

Lease / Rental Package (Y) N

If yes, Renter Name: City of Rexburg

Application # 2418 Contract # 1608

WR#s	# 22-4130
#	#
#	#
#	#
#	#
#	#
#	#

Stacked Water Rights Need to be Leased? ☐

If checked, list water rights:

Applicant Authorized?	(Y) / N
Multiple owners, Attach 1A included?	Y / N (NA)
If portion is offered, Attach 2 included?	Y / N (NA)
Map of POU and POD?	(Y) / N NA
POD Consent (if required)?	Y / N (NA)
Application Complete?	(Y) / N
Minimum checklist in data base?	☑
Request for additional information letter sent:	Y (NA)
WSB Action Request for deficiencies	☐

If the WR owner provided a different address on the application than what's in our database, update address in workflow.

Mailings (per lease application)	CC	Original	
Designated Applicant: BYU-Idaho	☐	☒	EMAIL:
Attorney:	☐	☐	EMAIL:
Consultants Name: Kristin Moore (RMEA)	☒		Comments: see rental app 2419
Watermaster: ~~Tony Olenichak 01~~ Blake Jordan 100	☐		
Delivery Entity:	☐		
Water District: ~~01~~ & 100	☐		
Ground Water District: Madison	☐		
Region: Eastern	☐		
Other: City of Rexburg Municipal Service Area	☐	☐	
Address:			

Call up Date:

DO NOT SCAN

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

April 3, 2023

BYU IDAHO
525 S CENTER ST
REXBURG ID 83460

RE: WATER SUPPLY BANK LEASE CONTRACT 1608
FOR WATER RIGHT 22-4130

Dear Lessor:

Water right **22-4130** was leased into the Water Supply Bank (Bank) as of January 1, 2022, in accordance with the enclosed executed lease contract. **Your water right, as described on the lease contract, is considered leased into the Bank and should remain unused until it is formally released from the Bank**. More information and further restrictions placed on your water right while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The right will automatically be released from the Bank on **December 31, 2025,** unless the right is released earlier by the Water Resource Board (Board). On behalf of the Board, the Department of Water Resources (Department) can evaluate an early release of the lease contract upon your request. To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water right may not be available for immediate release if it has been rented or is being considered for a future rental. Furthermore, it is at the discretion of the Department whether or not a water right can be released early from a lease contract.**

If you have questions regarding this matter, please contact this office at bank @idwr.idaho.gov or 208-287-4800.

Sincerely,

Debbi Judd

for
Water Supply Bank

Enclosure: Executed Lease Contract

c: IDWR- Eastern Office – *via email*
Kristin Moore – Rocky Mountain Environmental – *via email*
Water District No. 100 – *via email*

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BYU IDAHO | Purchasing & Travel
525 S Center St, Stop 8010
Rexburg, ID 83460

RECEIVED
MAR 27 2023
DEPARTMENT OF
WATER RESOURCES

March 22, 2023

Idaho Department of Water Resources
Water Rights Section
PO Box 83720
Boise, ID 83720-0098

Dear Water Supply Bank,

Enclosed are the two original Water Supply Bank Lease Contracts you sent, signed and dated as requested. Once your department has signed, you may send our executed copy to:

Purchasing & Travel
103 ETC
525 S Center St, Stop 8010
Rexburg, ID 83460

The Purchasing & Travel office can be reached at 208-496-2312, if needed.

Thank you,

Michael B. Thueson

Michael B. Thueson C.P.M. & C.P.S.M.

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Michael B Thueson, Director of Purchasing & Travel | Work: (208) 496-2316 | Cell: (208) 313-2310 | thuesonm@byui.edu

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 8, 2023

BYU IDAHO
525 S CENTER ST
REXBURG ID 83460

RE: APPLICATION TO LEASE WATER RIGHTS 22-4130 TO THE WATER SUPPLY BANK CONTRACT 1608

******TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature**. **Please sign and return ALL Lease Contracts within 14 days**. Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The right will automatically be released from the Bank on **December 31, 2025,** unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at http://www.idwr.idaho.gov. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

> "While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Jean Hersley

for
Water Supply Bank

Enclosures: Proposed Lease Contracts

C: Kristin Moore, Rocky Mt. Environmental

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APR 04 2023

MEMORANDUM FOR APPLICATION #2418 and #2419

To: Water Right(s) 22-4130

From: Mackenzie Kienholz

Date: 10/31/2022, 12/19/2022

Re: Review & Analysis of Applications to Lease & Rent Water through the State Water Supply Bank

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PURPOSE/NARRATIVE: Application #2418 was received by the Eastern Regional Office on 7/22/2022 and by the State Office on 8/4/2022. The application was submitted by Kristin Moore (Rocky Mountain Environmental Assoc.) on behalf of BYU Idaho and it proposes to lease the full amount of right 22-4130 (2.66 cfs, 466 af, 133 acres) for 2022-2025. It is part of a companion package with rental application #2419 for the City of Rexburg.

Application #2419 was received by the Eastern Regional Office on 7/22/2022 and by the State Office on 8/4/2022. The application was submitted by Kristin Moore (Rocky Mountain Environmental Assoc.) on behalf of the City of Rexburg. It is part of a companion package with lease application #2418 for BYU-Idaho. The application proposes to rent the full amount of 22-4130 for 2022-2025 to supplement the City's municipal water rights.

An agreement between the lessor and renter was included indicating that the payment amount is $100.00 per year. The lease and rental POD's are in the ESPA GWMA, the Madison GWD, and WD 100.

AUTHORITY TO FILE: Lease application #2418 was signed by Brett Cook. Brett Cook is listed as a Vice President on Brigham Young University-Idaho's SOS filing as well as the University Resources Vice President on the BYU Idaho – Office of the President page. Water right 22-4130 is owned solely by BYU Idaho. The parcel under the lease POU is owned by the applicant, Brigham Young University-Idaho.

Rental application #2419 was signed by Jerry L. Merrill who is the mayor of the City of Rexburg. The requested place of use is within the City of Rexburg's Municipal Place of Use. One of the requested POD's is the same as the lease POU and also diverts other municipal water rights. The other requested POD's are the City's municipal diversions and only divert municipal rights.

WATER RIGHT VALIDITY: Water right 22-4130 was decreed 11/24/2008 and was leased to the Water Supply Bank from 2011-2020 (previous contract #552). The City of Rexburg has been renting this water the entire period it has been in the Bank. The land does not appear to have been idled in the past, however the associated rental has previously and proposes again to use the water as supplemental to municipal water. The 133 acres decreed under 22-4130 include irrigated lawn as well as acres covered by buildings, roads, and parking lots. The rental proposes to move the portions that are not actually irrigated in the water right POU and put them to use in the surrounding area. No concerns with validity of the water right and portion offered to the bank.

INJURY TO OTHER WATER RIGHTS: Reducing the amounts authorized for use as described in the enlargement section will prevent injury to other users. Both the lease point of diversion and an additional municipal well will be used for the rental; all are within on ESPA model grid cell and are supplied by the same groundwater source. Lease and rental of this water right is not anticipated to cause injury to other water rights.

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ENLARGEMENT OF USE: Eleven water rights overlap the water right/lease POU. All these rights are owned by the City of Rexburg and are for municipal use. The majority of these only have a rate listed as they are part of the city's large POU. Two the rights (22-13130 & 22-13131) have listed volumes and acres as well. These two rights have decreed proportions equal to 0.02 cfs/acre and 3.5 af/acre. These are the standard values for the lease location and are the same for the leased right. The lease POD and rental POD's are located in the ESPA, however no modeling is required because they are within one model grid cell.

Even though the City of Rexburg intends to use the rented water for lawn irrigation, because the rented water will be mixed with the general municipal water supply, the rental needs to be treated as an irrigation to municipal change in nature of use. This lease-rental package has been completed as irrigation to irrigation in previous years, however decisions since the package's last review in 2016, specifically those regarding Application for Transfer No. 83875 and Application for Transfer No. 82161, require this to be treated as a change in nature of use. In essence, portions of these decisions state that there is not a way to guarantee the (in this case) rented water right will strictly be used for irrigation purposes once mixed with the general municipal supply. Because the proposed points of diversion also deliver other municipal waters, there could not be separation of the irrigation right from existing municipal rights.

The volume amount authorized under the rental will be limited to the calculated historic consumptive use value for right 22-4130. This value was calculated using ET Idaho from the University of Idaho Kimberly Research and Extension Center and by using the area standard consumptive use value, season of use, and number of acres. With the change in nature of use the rate will not need to be reduced, and the place of use will be the City of Rexburg's service area boundary.

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 lease and rental package appears to be consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The locations of the lease and rental POD's are subject to Water District #100. A request for comments was sent to watermasters and the Eastern Regional Office on 12/19/2022.

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Kienholz, Mackenzie

From: Jordan, Blake
Sent: Tuesday, December 20, 2022 7:55 AM
To: Kienholz, Mackenzie; Cefalo, James
Subject: RE: WSB Comments Request - BYUI & City of Rexburg Package

Hi Mackenzie,
I don't have any concerns with lease/rental applications.

Thanks,

Blake Jordan || Water Rights Supervisor

IDAHO DEPARTMENT OF WATER RESOURCES
900 N Skyline Dr. Ste A
Idaho Falls, ID 83402
208-497-3777

From: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>
Sent: Monday, December 19, 2022 12:27 PM
To: Cefalo, James <James.Cefalo@idwr.idaho.gov>; Jordan, Blake <Blake.Jordan@idwr.idaho.gov>
Subject: WSB Comments Request - BYUI & City of Rexburg Package

Hello,

Please see the attached review and maps for BYU and the City of Rexburg's lease/rental package, and kindly respond within 10 days with any questions or comments.

Thank you,

Mackenzie Kienholz
Water Supply Bank Specialist

IDAHO DEPARTMENT OF WATER RESOURCES
Planning & Projects
Mackenzie.kienholz@idwr.idaho.gov
Phone: (208) 287-4822

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Kienholz, Mackenzie

From: Kienholz, Mackenzie
Sent: Monday, December 19, 2022 12:18 PM
To: Kristin Moore
Subject: RE: Water Supply Bank: BYUI - City of Rexburg Applications

Kristin,

You are correct. I will reflect this in the proposed agreement. I should be able to finish my review fairly soon, and then it will be passed on for review by a supervisor. Thank you for your collaboration on this.

Best,
Mackenzie

From: Kristin Moore <kristin.rmea@gmail.com>
Sent: Thursday, December 15, 2022 2:49 PM
To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>
Subject: RE: Water Supply Bank: BYUI - City of Rexburg Applications

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

As a municipal right, the place of use should be represented by the city service area boundary, not by an acre description. It is also my understanding that as a municipal right, there should be a reduction in the volume allowable for the rental, which would be consistent with your analysis. However, I do not believe the acres must be identified nor should the rate be reduced.

After careful review of the orders you sent me, and discussion with the local office on the interpretation of those orders, we anticipated the rental could be issued as Municipal with a rate of 2.66 cfs and a reduced volume as you calculated, 342 afa. The volume could then be used to supply water for any municipal purpose.

Please let me know your thoughts and how we might proceed.

Kristin Moore
Senior Water Rights Analyst
482 Constitution Way, Ste 303, Idaho Falls, ID 83402
E-Mail: kristin.rmea@gmail.com
VOICE: 208-524-2353, Ext #104 ||| FAX: 208-524-1795
Rocky Mountain ENVIRONMENTAL™ Associates, Inc.

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From: Kienholz, Mackenzie [mailto:Mackenzie.Kienholz@idwr.idaho.gov]
Sent: Thursday, December 15, 2022 2:07 PM
To: Kristin Moore <kristin.rmea@gmail.com>
Subject: RE: Water Supply Bank: BYUI - City of Rexburg Applications

Hi Kristin,

No need to send an updated application. We would not need a new map either if you are able to send a shapefile over reflecting the 97.7 acres instead of the original amount. A shapefile would be much preferred. Thank you for your help with all of this.

Best,
Mackenzie

From: Kristin Moore <kristin.rmea@gmail.com>
Sent: Thursday, December 15, 2022 2:03 PM
To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>
Subject: RE: Water Supply Bank: BYUI - City of Rexburg Applications

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Mackenzie,

We would like to amend the rental application to reflect municipal instead of irrigation. Do you need me to send you an updated application with map?

Kristin Moore
Senior Water Rights Analyst
482 Constitution Way, Ste 303, Idaho Falls, ID 83402
E-Mail: kristin.rmea@gmail.com
VOICE: 208-524-2353, Ext #104 ||| FAX: 208-524-1795
Rocky Mountain ENVIRONMENTAL Associates, Inc.

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From: Kienholz, Mackenzie [mailto:Mackenzie.Kienholz@idwr.idaho.gov]
Sent: Tuesday, November 22, 2022 10:43 AM
To: Kristin Moore <kristin.rmea@gmail.com>
Subject: RE: Water Supply Bank: BYUI - City of Rexburg Applications

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Hi Kristin,

Thank you for the update, and no worries. I understand that this is a unique situation that requires some extra time and thought.

Best,

Mackenzie Kienholz
Water Supply Bank Specialist

IDAHO DEPARTMENT OF WATER RESOURCES

Planning & Projects
Mackenzie.kienholz@idwr.idaho.gov
Phone: (208) 287-4822

From: Kristin Moore <kristin.rmea@gmail.com>
Sent: Tuesday, November 22, 2022 10:39 AM
To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>
Subject: RE: Water Supply Bank: BYUI - City of Rexburg Applications

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Mackenzie,

Just wanted to provide you an update. We have been meeting with the city regarding your proposed reduction. This addresses a much larger issue than just this rental. The City needs some additional time to work through this issue and we will get back to you as soon as we can on how we want to go forward with this application.

Thank you,

Kristin Moore
Senior Water Rights Analyst
482 Constitution Way, Ste 303, Idaho Falls, ID 83402
E-Mail: kristin.rmea@gmail.com
VOICE: 208-524-2353, Ext #104 ||| FAX: 208-524-1795
Rocky Mountain ENVIRONMENTAL Associates, Inc.

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From: Kienholz, Mackenzie [mailto:Mackenzie.Kienholz@idwr.idaho.gov]
Sent: Friday, November 04, 2022 8:59 AM
To: Kristin Moore <kristin.rmea@gmail.com>
Subject: Water Supply Bank: BYUI - City of Rexburg Applications

Good Morning Kristin,

I am working on finishing my review of the Water Supply Bank lease-rental package submitted for BYU Idaho and the City of Rexburg. This lease-rental package has been completed as irrigation to irrigation in previous years, however decisions since the package's last review in 2016, specifically those regarding Application for Transfer No. 83875 and Application for Transfer No. 82161, require this to be treated as a change in nature of use. I calculated historic consumptive use using values for the standard when the crop history is unknown, and came up with 1.95 cfs, 97.7 acres, and 342 af. If you or the applicants have any record of the crop history, I can adjust the calculations to reflect that, or I can leave it as the standard.

Also, would you be able to provide the shapefile for the rental place of use? This would cut down on the amount of time it takes to finish the data entry for the agreement. If there are any specific acres that would be preferable to remove to align with the reduction in acres, please let me know. If you would like to discuss this further, I am more than happy to do so and welcome any input you have.

Thank you,

Mackenzie Kienholz
Water Supply Bank Specialist

IDAHO DEPARTMENT OF WATER RESOURCES

Planning & Projects
Mackenzie.kienholz@idwr.idaho.gov
Phone: (208) 287-4822

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