

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 633

RECEIVED

AUG 30 2022

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

RICHARD F SMITH
PO BOX 8
REXBURG, ID 83440

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 No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
22-7507	6/28/1985	GROUND WATER	1.56	273	78.0	0.02	3.5
Combined Rental Totals			1.56	273	78.0	0.02	3.5

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2026. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2022, whichever occurs last.

Annual Rental Fee:

2022: \$545.98 annually
2023 - 2026: \$627.88 annually

The full fee for the rental of the above-described right(s) is \$545.98 per year for years 2022 - 2022 and \$627.88 per year for years 2023 - 2026. The rental fee includes an administrative fee of \$545.98 per year for years 2022 - 2022 and \$627.88 per year for years 2023 - 2026. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 22-7507.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	1.56	273	78.0	0.02	3.5
Combined Total	1.56	273	78.0	0.02	3.5

Detailed water right conditions are attached.

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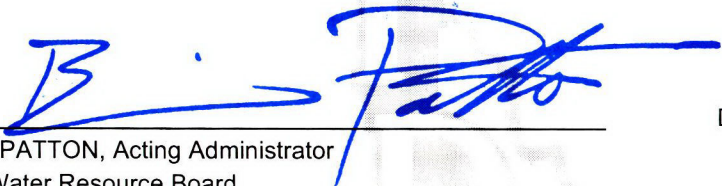
The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

 9/23/2022
Signature of Renter Date

CHARP SMITH _____
Printed Name Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied 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 condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By  Date 9/1/22
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental approved by IDWR  Date 9/1/22

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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SESW	Sec. 28, Twp 06N, Rge 40E,	MADISON County
GROUND WATER	NESW	Sec. 33, Twp 06N, Rge 40E,	MADISON County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
1.56 CFS

VOLUME
273 AF

SEASON OF USE

From	To
4/1	10/31

RENTERS PLACE OF USE: 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	32	38			40													78

Total Acres: 78

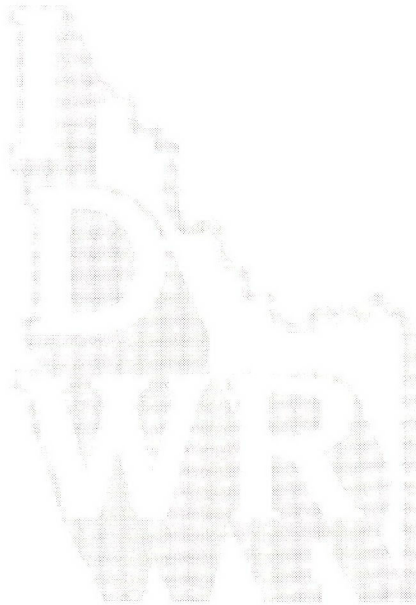
RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

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. 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.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. 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.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
10. This right does not grant any right-of-way or easement across the land of another.
11. The rights listed below are limited to a total combined diversion rate of 10.85 cfs. Combined Right Nos.: 22-2184, 22-2230, 22-7075, 22-7507, 22-11147, 22-11149.

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12. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
13. The following rights are diverted through points of diversion described above: 22-2184, 22-2230, 22-7075, 22-7507, 22-11147, 22-11149.



WSB Mailing Checklist for Rentals

(For use on all new rental applications)

Key: Who Completes What?

CLERICAL STAFF: MC

REVIEWER:

Received Date: 1/04/2022

Latest Start Date: 06/01/2022

Renter: RICHARD SMITH

Rental Expiration Date

Lease/Rental Package

☒ Y ☐ N

Application # 2258

Agreement # 653

Water Right	Lease Contract ID
# 22-7507	App 2257
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	

Applicant Authorized?

☒ Y ☐ N

Map of POU and POD

☒ Y ☐ N

POD consent?

☒ Y ☐ N

ESPA Modeling?

☒ Y ☐ N ☒ NA

Application Complete?

☒ Y ☐ N

Minimum Checklist in database?

☐

Request for additional information letter sent:

☒ Y ☐ NA

WSB Action Request for deficiencies

☐

Comments:

Needs authorization to irrigate land not owned by Smith Sent 1/24/22

Mailings (per application)

Original

CC

Email or Address

Renter: Richard Smith

☒

☐

Attorney:

☐

☐

Consultants

Name: Kristin Moore - Rocky Mtn Environmental

☐

☐

Conveyance Entity:

Ex. Irrigation Dist. of Canal Co.

(final only)

☐

(Ground) Water Dist: 100 - St Anthony

(final only)

☐

Other:

WD Snake 01, Boise, Payette, and Bear River

(final only)

☐

Region: Eastern

(final only)

☐

Watermaster: Blake Jordan

(final only)

☐

Compliance:

(final only)

☐

Resolving NOV? Y / N

#

Call up Date: 3/5/2022

DO NOT SCAN



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

September 1, 2022

RICHARD F SMITH
PO BOX 8
REXBURG, ID 83440

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 22-7507 AGREEMENT 633**

Dear Renter:

Please find enclosed a receipt in the amount of **\$545.96** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 273 acre-feet of water for irrigation of 78 acres during 2022. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$545.98.**

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

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosures: Receipt No. C113422
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office
Kristin Moore
Water District 100