

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 699

RECEIVED

JUL 10 2023

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)
22-2175A	2/23/1960	GROUND WATER	0.52	140.0	40.0	0.013	3.50
Combined Rental Totals			0.52	140.0	40.0	0.013	3.50

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2025. 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 2023, whichever occurs last.

Annual Rental Fee:

2023 - 2025: \$322.00 annually

The full fee for the rental of the above-described right(s) is \$322.00 per year for years 2023 - 2025. The rental fee includes an administrative fee of \$322.00 per year for years 2023 - 2025. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 22-2175 A.

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.

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:


Signature of Renter

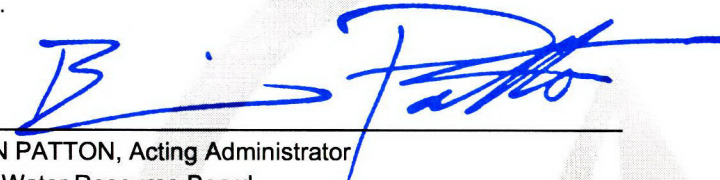
7/6/23
Date

RICHARD 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 
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 7/12/23

Rental approved by IDWR 

Date 7/12/23

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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NESE Sec. 31, Twp 06N, Rge 40E, MADISON County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
0.52 CFS

VOLUME
140.0 AF

SEASON OF USE

Water Right No. **From** **To**
22-2175 A 4/1 10/31 0.52 CFS

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									12.0					28.0			40.0

Total Acres: 40.0

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. 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.
10. This rental agreement does not authorize the construction of a well.

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11. Prior to December 31 of each year, the Board may review this rental agreement to determine whether it is consistent with the management plan that may be approved for the Eastern Snake Plain Aquifer Ground Water Management Area ("ESPA GWMA Plan") pursuant to Idaho Code § 42-233b. The Board may cancel this rental agreement if the Board determines it is not consistent with the ESPA GWMA plan. If this rental agreement is canceled, the cancellation shall not take effect until December 31 of the year in which the rental agreement is canceled.
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.



Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 699

Effective until December 31, 2025

This map depicts the **IRRIGATION rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



Legend

- Authorized Rental Place of Use
- Authorized Rental Point of Diversion
- Township/Range
- Sections
- QQ



WSB Mailing Checklist for Rentals

(For use on all new rental applications)

Key: Who Completes What?

CLERICAL STAFF:

MC MK

REVIEWER:

MK

Received Date: May 2nd, 2022

Latest Start Date: 7/01/2022

Renter: RICHARD F. SMITH

Rental Expiration Date: 2025

Lease/Rental Package

Y

N

Application #2366

Agreement # 699

ESPA
same cell
moved to
2023
executed
7/12/23

Water Right	Lease Contract ID
#22-2175A	1419
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	

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:

Admin only
increase rate
consolidate existing / rental

Mailings (per application)

Original

CC

Email or Address

Renter: R Smith

☐

☐

Attorney:

☐

☐

Consultants

Name: Kristin Moore - RMEA

☐

☐

Conveyance Entity:

Ex. Irrigation Dist. of Canal Co.

(final only)

☐

(Ground) Water

Dist: WD 100, Madison GWD

(final only)

☐

Other: ESPA

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:

DO NOT SCAN

S&P
Rental
only



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

July 13, 2023

RICHARD F SMITH
PO BOX 8
REXBURG, ID 83440

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 22-2175A, AGREEMENT 699**

Dear Renter:

Please find enclosed a receipt in the amount of **\$322.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 140 acre-feet of water for irrigation of 40.0 acres during 2023. 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 \$322.00** for 2023.

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

Sincerely,

Mackenzie Kienholz
Water Supply Bank Specialist

Enclosures: Receipt No. C116713
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR – Eastern Region Office
Kristin Moore – Rocky Mountain Environmental Assoc.
Water District No. 100
Madison GWD



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 7, 2023

RICHARD F SMITH
PO BOX 8
REXBURG, ID 83440

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 22-2175A, AGREEMENT 699**

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

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply 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 **\$322.00** was calculated based on the current rental rate of \$23.00 per acre-foot times a diversion volume of 140 acre-feet. Since you are leasing your own water right, **you are only obligated to pay the 10% administrative fee or \$322.00 for 2023.** An annual payment shall be received by the Department prior to the execution of this agreement and prior to January 1 in 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 for \$322.00 for 2023 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

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

Enclosure(s)

c: IDWR Front Desk
Kristin Moore

Kienholz, Mackenzie

From: Kienholz, Mackenzie
Sent: Wednesday, December 21, 2022 10:02 AM
To: Jordan, Blake; Cefalo, James
Subject: Comments Request - Water Supply Bank Rental for R F Smith
Attachments: Rental Map Smith 2022.pdf; WM Copy Review Memo - Rental App #2366 R Smith.pdf

Hello Blake and James,

Please see the attached review memo and map for Richard F. Smith's rental application #2366. He is requesting to rent a portion of his own WR 22-2175A, which is leased to the Bank, for additional rate at a nearby pivot. Please respond within 10 days with any questions or comments.

Thank you,

Mackenzie Kienholz
Water Supply Bank Specialist



Planning & Projects

Mackenzie.kienholz@idwr.idaho.gov

Phone: (208) 287-4822

MEMORANDUM FOR AGREEMENT #699

To: Water Right(s) 22-2175A

From: Mackenzie Kienholz

Date: 12/20/2022

Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: Rental application #2366 was submitted by Kristin Moore (Rocky Mountain Environmental Assoc.) on behalf of Richard F. Smith and was received by the Department on May 2, 2022. The application originally proposed to start 6/15/2022 but was requested to be moved to a 2023 start because a 2022 approval would have happened too late in the year and would not have actually been available to the applicant for the majority of the right's season of use. The application proposes to rent 0.52 cfs (40 acres, 140 af) of groundwater right 22-2175A through 2025 to increase the rate on an existing pivot; no new acres are being proposed.

This rental is located in the ESPA GWMA, the Madison GWD, and WD 100. The renter is also the water right owner, and the point of diversion is not changing from the decreed location.

AUTHORITY TO FILE: Application #2366 was signed by the applicant Richard Smith who is the landowner at the proposed rental POU. Richard Smith Farms is the owner of the POD (Richard F Smith is SOS authorized agent). Richard F Smith is the owner of requested water right, and the POD is not proposed to change for this rental, just the POU. No concerns with authority to file.

WATER RIGHT VALIDITY: The lease review for 22-2175A found that the right had been utilized prior to 2019 when the appurtenant land was sold and a portion became a subdivision. Water rights were withheld from the sale and have since been protected through leases to the Bank. The subdivision appears to be irrigated with City of Rexburg rights. No concerns with validity.

INJURY TO OTHER WATER RIGHTS: This rental is within the ESPA, however no modeling is required because the POD is not being changed. The POU is moving to an adjacent PLSS section, about three QQ's to the east from the water right POU. No injury to other water rights is anticipated.

ENLARGEMENT OF USE: The rental applicant is the same as the lease applicant and water right owner, Richard F. Smith. The POD will not change. Water right 22-2175A does have a combined limit with 22-2175B and 22-7502, however it is only limited on the rate. This combined limit was taken into account when the right was individually leased into the Bank. Right 22-2175B was leased to the Bank as well through a separate contract. As it is leased, 22-2175A can be rented without 22-2175B and 22-7502, and the POD is not changing, so any system limitations on rate would still apply.

The purpose of the rental is to increase the rate at the rental location which is already covered by rights 22-2184, 22-2230, 22-7505, 22-11147, and 22-11149. These rights have a combined limit of 10.17 cfs, 3,899 af, and 1,114 acres which corresponds to 0.009 cfs/acre. The applicant stated that the pivot requires a minimum rate for effective operation. This rental is meant to increase the rate for this purpose. No new acres will be started under this rental. No concerns with enlargement of use.

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 rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The location for the rental PD is subject to Water District #100. A request for comments was sent to the WD #100 watermaster and Eastern Regional Office on 12/21/2022.