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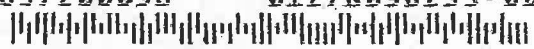
RECEIVED
APR 11 2024
DEPARTMENT OF
WATER RESOURCES

KELLY CANYON WINTER PARK
LLC
PO BOX 367
RIRIE ID 83443-0367

NIXIE 980 5E 1 0104/07/24

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 837200098 0127N098235-00267



***** VAC



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 Mathew Weaver

April 03, 2024

KELLY CANYON WINTER PARK LLC
PO BOX 367
RIRIE ID 83443-0367

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 22-2175A, AGREEMENT 834**

Dear Renter:

Please find enclosed a receipt in the amount of **\$278.30** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 12.1 acre-feet of water for commercial of 3.4 acres during 2024. 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.

Pursuant to the Water Supply Bank Rules, 90% or \$250.47 of the rental fee will be paid to the lessor(s) and 10% or \$27.83 will be retained by the Department to offset administrative costs.

The annual rental fee for 2025 is due by December 31, 2024. If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

for
Water Supply Bank

Enclosures: Receipt No. C118080
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office
Water District 100 – St Anthony, Rexburg
Ground Water District - Madison

Idaho Department of Water Resources Receipt
Receipt ID: C118080

Payment Amount \$278.30 Date Received 4/1/2024 Region STATE
Payment Type Check Check Number 5579
Payer KELLY CANYON WINTER PARK LLC
Comments WATER SUPPLY BANK RENTAL AGREEMENT
RENTER NAME: KELLY CANYON WINTER PARK LLC
RENTAL AGREEMENT # 834
FOR WR # 22-2175A
FOR YEAR 2024

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$27.83	WATER BANK-DEPARTMENT SHARE	55113	0229	21		1205
\$250.47	WATER BANK-OWNER SHARE	29512	0490	1		1205

CU

Signature Line (Department Representative)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 834

RECEIVED
APR 01 2024
DEPARTMENT OF
WATER RESOURCES

This is to certify that:

KELLY CANYON WINTER PARK LLC
PO BOX 367
RIRIE, ID 83443-0367

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	0.04	12.1	3.4	0.014	3.56
Combined Rental Totals			0.04	12.1	3.4	0.014	3.56

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 2024, whichever occurs last.

Annual Rental Fee:

2024 - 2025: \$278.30 annually

The full fee for the rental of the above-described right(s) is \$278.30 per year for years 2024 - 2025. The rental fee includes an administrative fee of \$27.83 per year for years 2024 - 2025.

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.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 834

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



Date

3-28-24

Mike VanSteenkiste

Printed Name

Owner

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

4/2/24

Rental approved by IDWR



Date

4/2/24

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 834

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	NESE	Sec. 28, Twp 04N, Rge 41E,	JEFFERSON County
GROUND WATER	NESE	Sec. 28, Twp 04N, Rge 41E,	JEFFERSON County

BENEFICIAL USE
COMMERCIAL

DIVERSION RATE
0.04 CFS

VOLUME
12.1 AF

SEASON OF USE

Water Right No.	From	To
22-2175A	11/1	4/1

Twp	Rng	Sec	NE				NW				SW				SE			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
04N	41E	28													X			X

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 rental agreement does not authorize the construction of a well.
10. Commercial use is for snow-making
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.