

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 619

RECEIVED
AUG 22 2022
DEPARTMENT OF
WATER RESOURCES

This is to certify that:

PAUL GUNDERSON
1555 E 1500 N
HAMER, ID 83425

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)
32-7074	11/18/1979	GROUND WATER	0.10	30.4	8.7	0.014	3.49
22-2175A	2/23/1960	GROUND WATER	0.13	35.9	10.3	0.016	3.50
22-2175B	2/23/1960	GROUND WATER	0.10	26.7	7.6	0.016	3.50
31-12473	7/25/1955	GROUND WATER	0.06	23.6	16.5	0.004	1.43
31-12475	7/26/1961	GROUND WATER	0.04	15.0	17.1	0.002	0.88
31-12477	6/22/1953	GROUND WATER	0.27	52.2	14.9	0.018	3.50
31-12479	8/7/1962	GROUND WATER	0.11	57.8	17.1	0.006	3.38
Combined Limit Totals			0.48	59.9	17.1	0.028	3.50
22-13440	10/26/1965	GROUND WATER	0.31	77.4	22.1	0.014	3.50
31-12000	2/3/1955	GROUND WATER	0.02	7.6	2.2	0.009	3.45
31-11998	5/4/1983	GROUND WATER	0.03	3.5	3.2	0.009	1.09
31-12002	11/29/1960	GROUND WATER	0.02	7.6	2.2	0.009	3.45
Combined Limit Totals			0.07	11.1	3.2	0.020	3.50
Combined Rental Totals			1.19	241.4	69.0	0.016	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 2022, whichever occurs last.

Annual Rental Fee:

2022: \$4826.00 annually
2023 - 2025: \$5549.90 annually

The full fee for the rental of the above-described right(s) is \$4826.00 for 2022 and \$5549.90 per year for years 2023 - 2025. The rental fee includes an administrative fee of \$482.60 for 2022 and \$554.90 per year for years 2023 - 2025.

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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	1.19	241.4	62.0	0.019	3.5

The authorized water usage reflects a change from the water right elements rented, to account for combined limits.

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:

Paul Gunderson

Signature of Renter

8/11/22

Date

PAUL GUNDERSON

Printed Name

8/11/22

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
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 8/23/22

Rental approved by IDWR HP

Date 8/23/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 619

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NWSW Sec. 25, Twp 07N, Rge 35E, JEFFERSON County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
1.19 CFS

VOLUME
241.4 AF

SEASON OF USE

From To
4/1 10/31

EXCEPT FOR THE FOLLOWING:

Water Right No. **From To**
32-7074 4/15 10/15 0.10 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		
07N	35E	26				33										1.4	25		2.6	62.0

Total Acres: 62.0

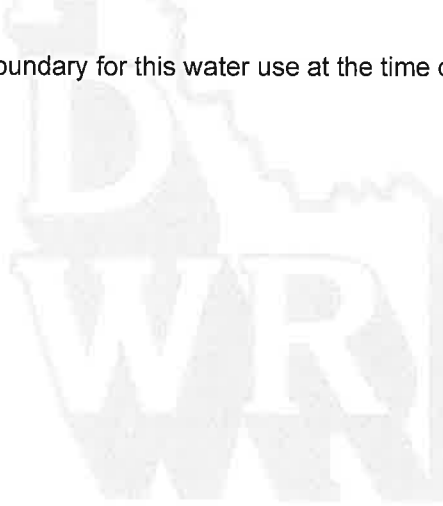
RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

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

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10. Use of water under this approval 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, these water rights are within State Water District No. 110.
11. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversions.
12. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
13. 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 place of use.
14. The period of use for the irrigation under water right 32-7074 may be extended to a beginning date of 04/01 and an ending date of 10/31 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 04/15 and after 10/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 10/27/2000.
15. 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.
16. A map depicting the place of use boundary for this water use at the time of this approval is attached to this document for illustrative purposes.



Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 619

Effective until December 31, 2025

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



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



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
NOV 23 2021
DEPARTMENT OF
WATER RESOURCES

APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK

Applicant Name: Paul Gunderson

Is this application being submitted with a lease application as a lease/rental package? Yes No
If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST		
Check All Items as Either Attached (Yes) or Not Applicable (N/A)		
	Yes	
	<input checked="" type="checkbox"/>	Completed <i>Application to Rent Water from the Board's Water Supply Bank</i>
	<input checked="" type="checkbox"/>	Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank
Attachment	N/A	Yes
2	<input checked="" type="checkbox"/>	A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request
3A	<input checked="" type="checkbox"/>	<input type="checkbox"/> Detailed information on a proposed use of rental water
3F	<input checked="" type="checkbox"/>	<input type="checkbox"/> Authorization from the owner/operator of the rental point(s) of diversion
3H	<input type="checkbox"/>	<input checked="" type="checkbox"/> Water modeling to account for the impacts of the rental request
3J	<input checked="" type="checkbox"/>	<input type="checkbox"/> Documents justifying a rate of flow greater than 0.02 cfs/acre
3K	<input checked="" type="checkbox"/>	<input type="checkbox"/> Authorization from the owner/operator of the property at the proposed rental place(s) of use
4B	<input checked="" type="checkbox"/>	<input type="checkbox"/> Explanation of how the rental water will sufficiently accomplish your rental purposes
4C	<input checked="" type="checkbox"/>	<input type="checkbox"/> Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)
31-12473, 31-12475, 21-12477, 31-12479, 32-7074, 31-11884 & 31-11888, 31-11998, 31-12000, 31-12002, 22-2175A

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Paul Gunderson

Mailing Address 1555 E 1500 N Hamer ID 83425
Street City State Zip Code

Email Address _____ Phone Number _____

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes No
 If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative Kristin Moore Professional Title Sen. Water Right Analyst

Organization Rocky Mtn Environmental Assoc. Relationship to Applicant Consultant

Mailing Address 482 Constitution Way Ste 303, Idaho Falls, ID 83402

Email Address kristin.rmea@gmail.com Phone Number 208-524-2353

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental 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 irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:

This application is for a small pivot and additional lands within a large pivot that are not covered by an existing water right. The small pivot will require 33.5 acres of water right. The remaining 25.5 acres will be applied to the northwest corner of a large pivot in the NWSE of Section 26, T7N R35E.

B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
1.18 CFS	206.5 AF	1.0 CFS	177 AF	59 AC

* Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> Process application as soon as possible	<input type="checkbox"/> Return application to applicant
4/1/2022	6/1/2022							

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

- D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):
Wells with pumps deliver water to mainlines, which convey water to center pivots.

- E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
T7N R35E SEC 25 NWSW	Ground Water	31-11604, 31-11688, 31-11689, 31-7338

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

- F. Has documented consent from all relevant water delivery entities been obtained? Yes N/A
If yes, include documented consent as **Attachment 3F**.

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes No
Refer to the *Water Modeling Requirements Information Sheet* to determine if a rental POD may require water modeling.

- H. Has water modeling been provided with your rental request? Yes N/A
If yes, label modeling Attachment 3 H.
Rental applications that require modeling will be returned if modeling is not provided.

- I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

- Irrigation 59 (number of acres) Duration: Subject to IDWR standard seasons of use
 Commercial from: _____ (mm/dd) to: _____ (mm/dd)
 Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
 Industrial from: _____ (mm/dd) to: _____ (mm/dd)
 Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

- J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A Yes No
If yes, justify the rate of flow and attach any supporting documents as **Attachment 3J**. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

- K. Do you own the land at the proposed rental place of use (POU)? Yes No
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:

Some of the rental POU is covered by the PPU of WR #s 31-11689, 31-11604, 31-11689, 31-12314, which is limited in irrigable acres. Rental increases irrigable acres under the large pivot. WR #31-11228 overlaps the small pivot with 2 acres. The Remaining 33.5 acres are covered by proposed rental.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights? Yes No
 If yes, specify below the elements of the water rights you are requesting to rent. If no, continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via [IDWR's website](#).

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.** For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL	CFS	AF	AC

**Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.*

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

N/A

C. Does your rental request propose to change the nature of use for any water right(s) being rented? Yes No

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C**:

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes No

If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

Rented water right in 2021. No permanent water right has been found available to transfer to this property

B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes No

If yes, describe:

C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes No

If yes, describe the date and location of the NOV.

D. Additional Information

DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.


Signature of Applicant

PAUL GUNDERSON
Printed Name of Applicant

11/18/21
Date

Signature of Representative

Printed Name of Representative

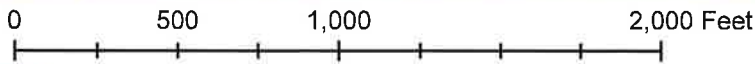
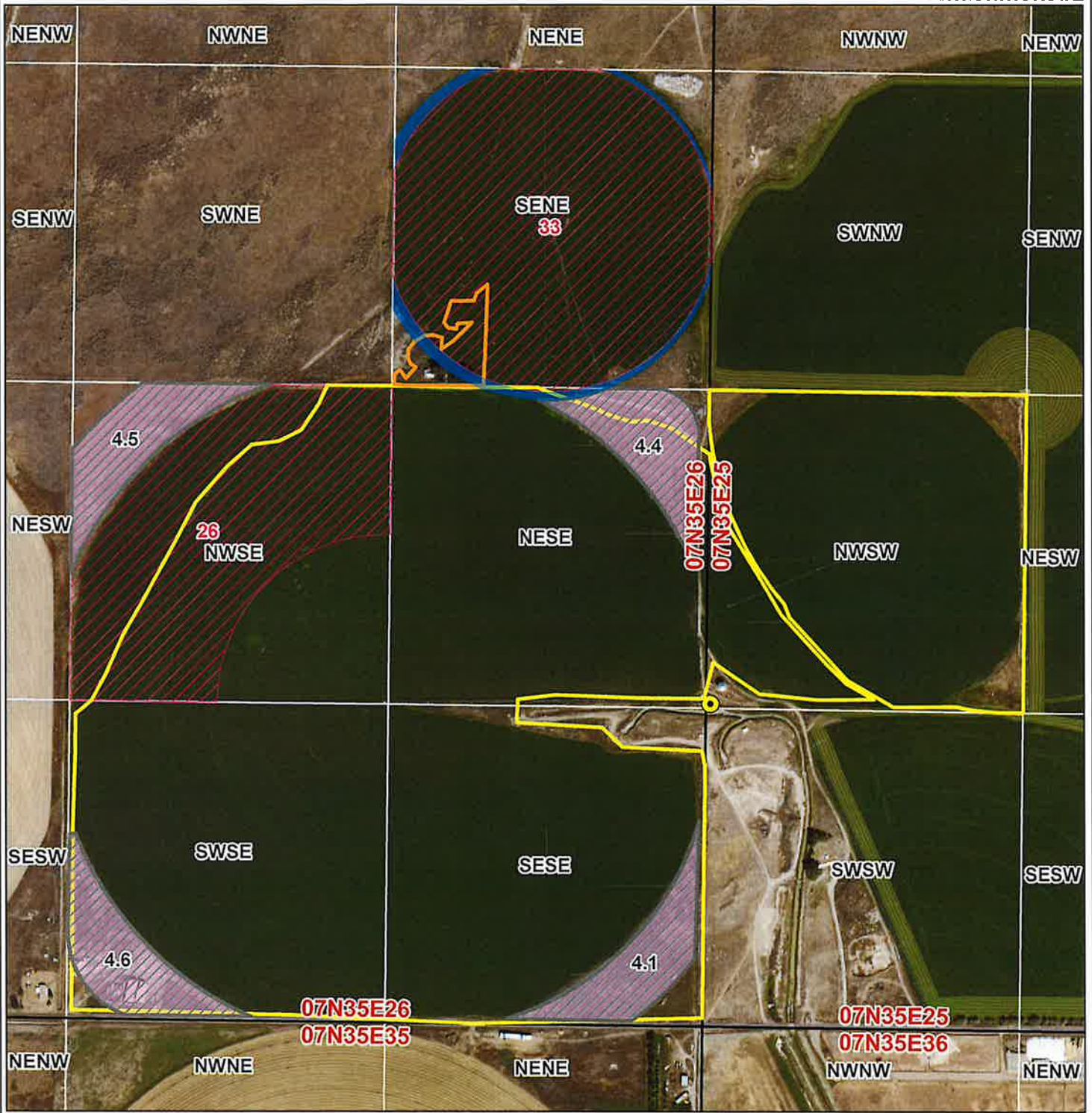
Date

Mail to:

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

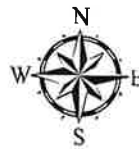
Water Right Elements Leased to Water Supply Bank							Water Supply Bank Rental Request			
Water Right Number	Nature of Use	Diversion Rate cfs	Acres (AC)	Volume (AF)	Diversion Rate cfs	Acres (AC)	Volume (AF)	Diversion Rate cfs	Acres (AC)	Volume (AF)
L2 Ltd	Combined: 31-12473, 31-12475, 21-12477, 31-12479	0.48	17.1	59.9	0.48	17.1	59.9	0.48	17.1	59.9
	31-12473	0.06	16.5	23.6						
	31-12475	0.04	17.1	15						
	21-12477	0.27	14.9	52.4						
	31-12479	0.11	17.1	57.8						
L2 Ltd	32-7074	0.1	8.7	30.4	0.1	8.7	30.4	0.1	8.7	30.4
L2 Ltd; L3 Ltd	Combined: 31-11884 & 31-11888	0.03	6	10.6	0.03	6	10.6	0.03	6	10.6
	31-11884	0.01	1	3.5						
	31-11888	0.02	6	7.1						
Allen, Duane	Combined: 31-11998, 31-12000, 31-12002	0.07	3.2	11.2	0.07	3.2	11.2	0.07	3.2	11.2
	31-11998	0.03	3.2	3.5						
	31-12000	0.02	2.2	7.7						
	31-12002	0.02	2.2	7.7						
Richard Smith	22-2175A	1.39	87	304.5	0.38	24	84	0.38	24	84
						Total: 1.06		59		196.1

SUPERCEDED



2019 NAIP Photography

- WRPOU 31-11228 Actual
- Rental POU for Companion App. (17.6 Acres)
- WRPOU 31-11228
- Existing WR POU
- WSB Acres (59 Acres)
- Proposed POD
- Twn & Rng
- Sections
- QQ



WSB Rental Application

Paul Gunderson

Project #: 12-0166

Drawn by: AD

Date: 11/15/2021



Rocky Mountain
ENVIRONMENTAL
ASSOCIATES, INC.

Eastern Snake Plain Aquifer Modeling Analysis

The Applicant requires an additional 59-acres at the proposed place of use to irrigate acres under existing pivot and another small pivot. Water Rights 31-12473, 31-12475, 21-12477, 31-12479, 32-7074, 31-11884 & 31-11888, 31-11998, 31-12000, 31-12002, 22-2175A are proposed to be rented.

Two modeling analyses were completed for this transfer. Table 1 presents the data used for modeling which includes grid cells, acres to be transferred, and input data used for the modeling analysis. The standard consumptive use a volume of 2.5 afa/acre was used to calculate respective volumes for modeling. Figures 1-3 shows excerpts of the first modeling analysis. Figures 4-6 shows excerpts of the second modeling analysis. Figure 7 shows the total results of both the modeling analysis.

Table 1:

Model Run	Modeling Label	Water Right(s)	Row	Column	Proposed Transfer Acres	Values entered into the modeling simulation
Used in both	TO WELL		42	163	NA	Scenario 1: 79.8 afa or 26.6 af/trimester Scenario 2: 68.1 afa or 22.7 af/trimester
Modeling Analysis 1	FROM WELL 1	31-12473, 31-12475, 21-12477, 31-12479	28	158*	17.1	42.9 afa or 14.3 af/trimester
	FROM WELL 2	32-7074	27	155 (actual 156)	8.7	21.9 afa or 7.3 af/trimester
	FROM WELL 3	31-11852 (Actual 31-11884 & 31-11888)	33	154	6	15 afa or 5.0 af/trimester
Modeling Analysis 2	FROM WELL 1	31-11998, 31-12000, 31-12002	28	152 (Actual 153)	3.2	8.0 afa or 2.7 af/trimester
	FROM WELL 2	22-2175A	61	182	19.7	ster

*These water rights have two listed points of diversions that are in separate grid cells. A single grid cell was used since the acres being transferred are also inside of this grid cell.

Results

Using ESPAM 2.2 to simulate the depletions of transferring 59 acres to the proposed use, the affects do not exceed the threshold of 2.0 af/trimester. **No mitigation is required.** The original modeling analysis spreadsheets can be provided upon request.

Figure 1. Data Entry for First Analysis

ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPA

Cells this color are set up for user entries

UPDATE DATES

RUN MODEL

GET OUTPUT

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR: TRANSFER NAME:

SEASON:

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	42	28	27	33
COLUMN	163	158	155	154

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1953	0.00	14.30	14.30	7.30	7.30	5.00	5.00
WIN 1953	0.00	14.30	14.30	7.30	7.30	5.00	5.00
SPR 1954	0.00	14.30	14.30	7.30	7.30	5.00	5.00
SUM 2021	0.00	14.30	14.30	7.30	7.30	5.00	5.00
WIN 2021	0.00	14.30	14.30	7.30	7.30	5.00	5.00
SPR 2022	26.60	0.00	14.30	0.00	7.30	0.00	5.00
SUM 2022	26.60	0.00	14.30	0.00	7.30	0.00	5.00
WIN 2022	26.60	0.00	14.30	0.00	7.30	0.00	5.00
SPR 2023	26.60	0.00	14.30	0.00	7.30	0.00	5.00
SUM 2023	26.60	0.00	14.30	0.00	7.30	0.00	5.00
WIN 2023	26.60	0.00	14.30	0.00	7.30	0.00	5.00
SPR 2024	26.60	0.00	14.30	0.00	7.30	0.00	5.00
SUM 2024	26.60	0.00	14.30	0.00	7.30	0.00	5.00
WIN 2024	26.60	0.00	14.30	0.00	7.30	0.00	5.00
SPR 2025	26.60	0.00	14.30	0.00	7.30	0.00	5.00
SUM 2025	26.60	0.00	14.30	0.00	7.30	0.00	5.00
WIN 2025	26.60	0.00	14.30	0.00	7.30	0.00	5.00
SPR 2026	0.00	14.30	14.30	7.30	7.30	5.00	5.00
SUM 2026	0.00	14.30	14.30	7.30	7.30	5.00	5.00
SUM 2054	0.00	14.30	14.30	7.30	7.30	5.00	5.00
WIN 2054	0.00	14.30	14.30	7.30	7.30	5.00	5.00
SPR 2055	0.00	14.30	14.30	7.30	7.30	5.00	5.00
SUM 2055	0.00	14.30	14.30	7.30	7.30	5.00	5.00
WIN 2055	0.00	14.30	14.30	7.30	7.30	5.00	5.00
SPR 2056	0.00	14.30	14.30	7.30	7.30	5.00	5.00

Figure 2. Net Transfer Graphs for First Analysis

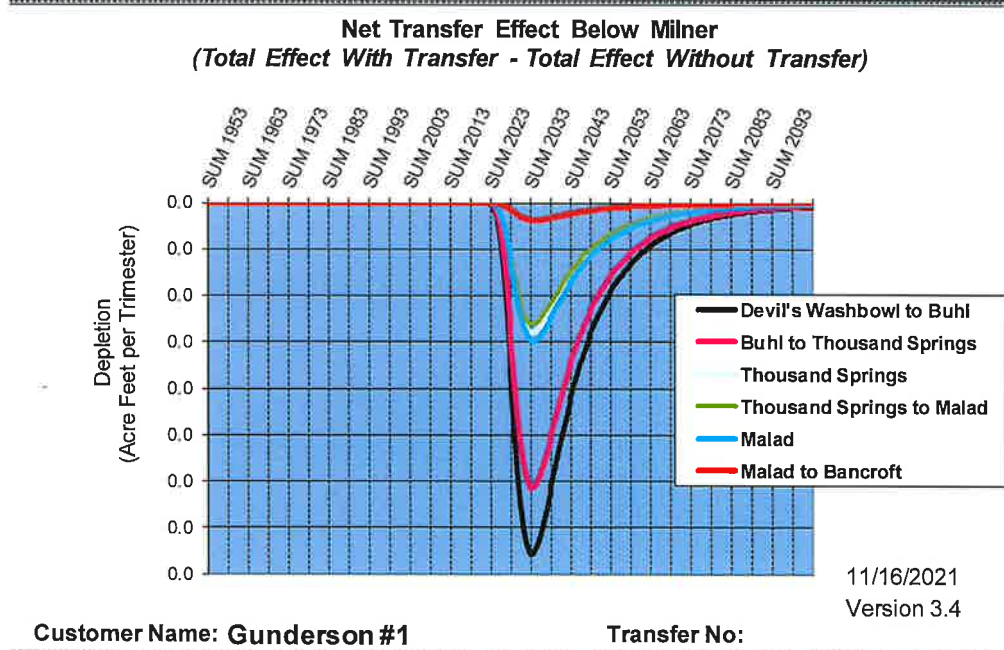
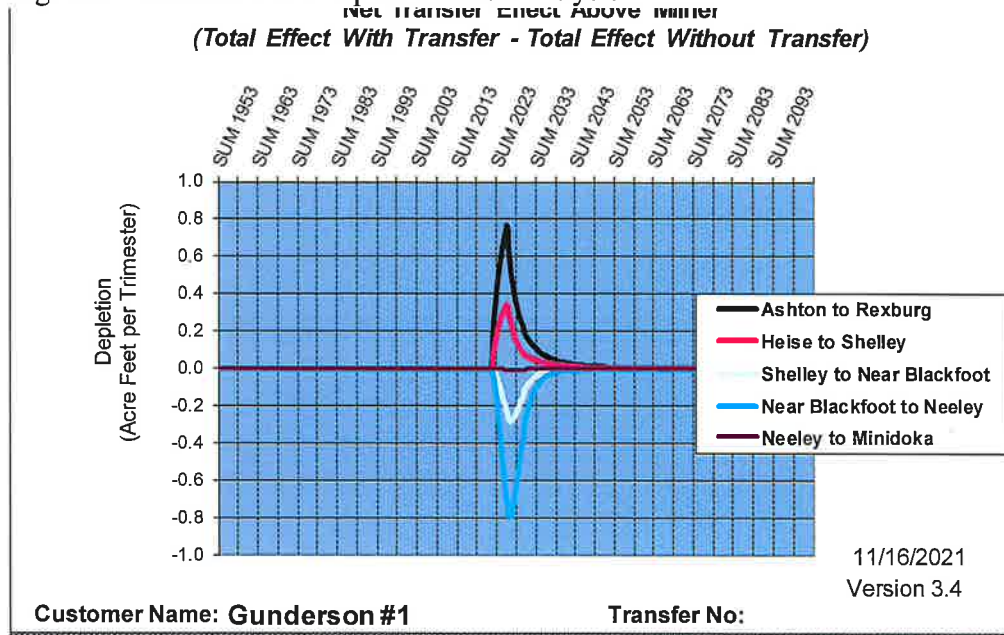


Figure 3. Calculated Effects for First Analysis

	Net Transfer Effect (AF/four months)										
	Ashton to	Heise to	Shelley to	Nr Blckft	Neeley to	Dev. Wbl.	Buhl to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Blckft	Neeley	Minidoka	Buhl	Kspr	Malad	Malad	Bancroft	
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	0.2	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	0.3	0.1	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.4	0.1	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	0.4	0.2	0.0	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.5	0.2	-0.1	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	0.6	0.2	-0.1	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	0.6	0.3	-0.1	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	0.7	0.3	-0.1	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	0.7	0.3	-0.2	-0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	0.7	0.3	-0.2	-0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	0.8	0.3	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	0.7	0.3	-0.2	-0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	0.7	0.3	-0.3	-0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	0.6	0.3	-0.3	-0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	0.5	0.2	-0.3	-0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	0.5	0.2	-0.3	-0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2027	0.4	0.2	-0.3	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	0.4	0.2	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2028	0.3	0.1	-0.2	-0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2028	0.3	0.1	-0.2	-0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2029	0.3	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2029	0.3	0.1	-0.2	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2029	0.2	0.1	-0.2	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2030	0.2	0.1	-0.1	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2030	0.2	0.1	-0.1	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2030	0.2	0.1	-0.1	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2031	0.2	0.1	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2031	0.2	0.1	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2031	0.1	0.1	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2032	0.1	0.1	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2032	0.1	0.1	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2032	0.1	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2033	0.1	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2033	0.1	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2033	0.1	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2034	0.1	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2034	0.1	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2034	0.1	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2035	0.1	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2035	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2035	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2036	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2036	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2036	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2037	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2037	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2037	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

	AtR	HIS	StNB	NBRN	NIM	DWIB	BRTS	TS	TStM	M	MtB	Total	
Preexisting Effects @ SS (Last Time Step):	10.39	5.79	3.00	7.00	0.10	0.11	0.09	0.04	0.04	0.04	0.01	26.59	Total Effect
dy State - Value of Dep. @ Last Time Step:	10.39	5.79	3.00	7.00	0.10	0.11	0.09	0.04	0.04	0.04	0.01	26.59	Total Effect
ts @ Transient State (Max Value Timestep):	10.39	5.79	3.00	7.00	0.10	0.11	0.09	0.04	0.04	0.04	0.01	26.59	Total Effect
nt State - Max. Value of Dep. After Transfer:	11.12	6.11	3.00	7.00	0.10	0.11	0.09	0.04	0.04	0.04	0.01	27.64	Total Effect
Steady State Change:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Transient State Change:	0.73	0.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

Figure 4: Data Entry for Second Analysis

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF WATER RESOURCES

Cells this color are set up for user entries

UPDATE DATES

RUN MODEL

GET OUTPUT

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR: TRANSFER NAME:

SEASON:

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	42	28	61	0
COLUMN	163	152	182	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1953	0.00	3.20	3.20	20.00	20.00	0.00	0.00
WIN 1953	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SPR 1954	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SUM 1954	0.00	3.20	3.20	20.00	20.00	0.00	0.00
WIN 1954	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SPR 2021	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SUM 2021	0.00	3.20	3.20	20.00	20.00	0.00	0.00
WIN 2021	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SPR 2022	22.70	0.00	3.20	0.00	20.00	0.00	0.00
SUM 2022	22.70	0.00	3.20	0.00	20.00	0.00	0.00
WIN 2022	22.70	0.00	3.20	0.00	20.00	0.00	0.00
SPR 2023	22.70	0.00	3.20	0.00	20.00	0.00	0.00
SUM 2023	22.70	0.00	3.20	0.00	20.00	0.00	0.00
WIN 2023	22.70	0.00	3.20	0.00	20.00	0.00	0.00
SPR 2024	22.70	0.00	3.20	0.00	20.00	0.00	0.00
SUM 2024	22.70	0.00	3.20	0.00	20.00	0.00	0.00
WIN 2024	22.70	0.00	3.20	0.00	20.00	0.00	0.00
SPR 2025	22.70	0.00	3.20	0.00	20.00	0.00	0.00
SUM 2025	22.70	0.00	3.20	0.00	20.00	0.00	0.00
WIN 2025	22.70	0.00	3.20	0.00	20.00	0.00	0.00
SPR 2026	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SUM 2026	0.00	3.20	3.20	20.00	20.00	0.00	0.00
WIN 2026	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SPR 2027	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SUM 2027	0.00	3.20	3.20	20.00	20.00	0.00	0.00
WIN 2027	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SPR 2028	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SUM 2101	0.00	3.20	3.20	20.00	20.00	0.00	0.00
WIN 2101	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SPR 2102	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SUM 2102	0.00	3.20	3.20	20.00	20.00	0.00	0.00
WIN 2102	0.00	3.20	3.20	20.00	20.00	0.00	0.00
SPR 2103	0.00	3.20	3.20	20.00	20.00	0.00	0.00

Figure 5. Net Transfer Graphs for Second Analysis

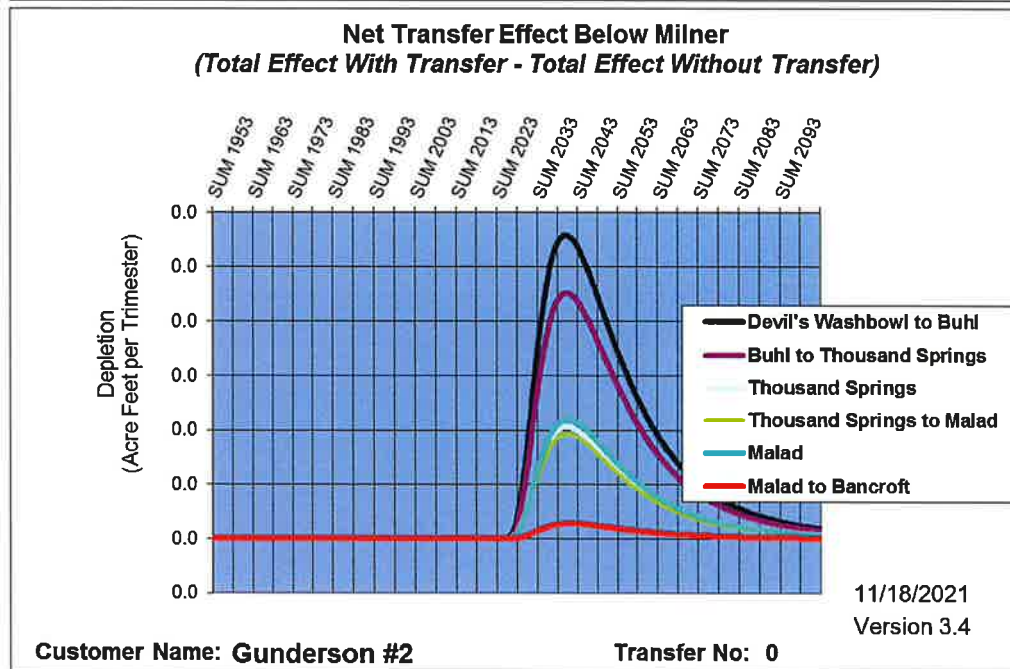
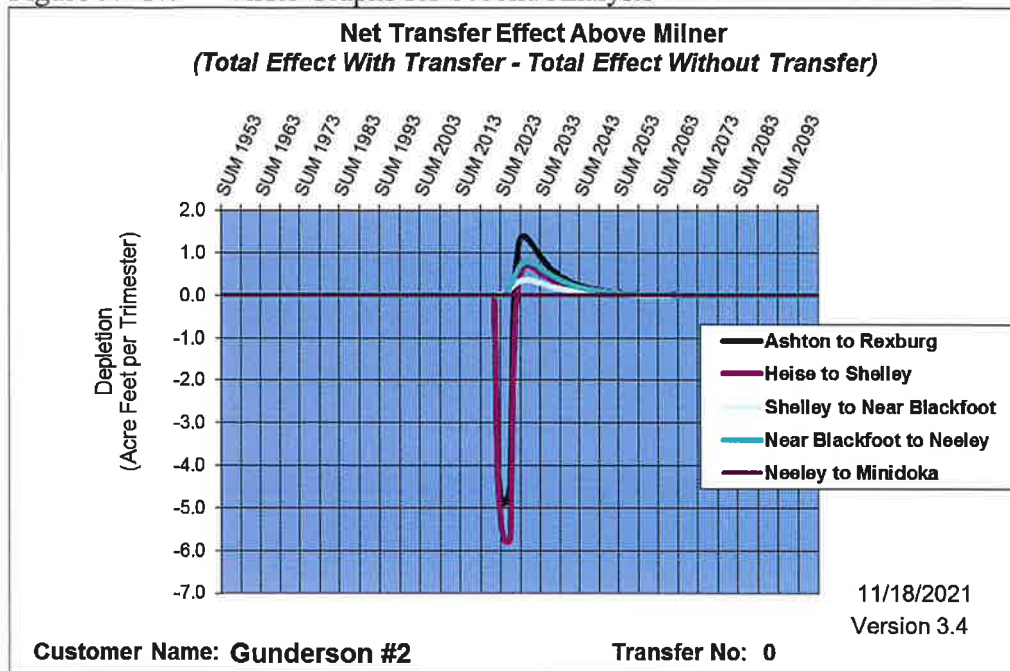


Figure 6. Calculated Effects for Second Analysis

	Net Transfer Effect (AF/four months)										
	Ashton to	Heise to	Shelley to	Nr Bickft	Neeley to	Dev. Wbl.	Buhl to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Bickft	Neeley	Minidoka	Buhl	Kspr		Malad	Bancroft	
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	-2.1	-2.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	-3.5	-3.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	-4.2	-4.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	-4.6	-5.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	-4.8	-5.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	-4.9	-5.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	-4.9	-5.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	-4.9	-5.8	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	-4.8	-5.8	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	-4.7	-5.8	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	-4.6	-5.8	0.1	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	-4.5	-5.7	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	-2.2	-3.4	0.2	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	-0.8	-1.9	0.2	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	0.1	-1.0	0.2	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	0.6	-0.4	0.3	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	0.9	0.0	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2027	1.2	0.3	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	1.3	0.4	0.3	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2028	1.4	0.5	0.3	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2028	1.4	0.6	0.4	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2029	1.4	0.7	0.4	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2029	1.4	0.7	0.4	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2029	1.4	0.7	0.4	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2030	1.3	0.7	0.4	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2030	1.3	0.7	0.4	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2030	1.3	0.7	0.4	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2031	1.2	0.7	0.4	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2031	1.2	0.7	0.3	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2031	1.1	0.7	0.3	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2102	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2102	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2102	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2103	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

	AIR	HIS	SINB	NBIN	NIM	DWIB	BTIS	TS	TSIM	M	MtB	Total
SS (Last Time Step):	10.85	9.12	0.92	2.18	0.03	0.03	0.03	0.01	0.01	0.01	0.00	23.20
Dep. @ Last Time Step:	10.85	9.12	0.92	2.18	0.03	0.03	0.03	0.01	0.01	0.01	0.00	23.20
Max Value Timestep):	10.85	9.12	0.92	2.18	0.03	0.03	0.03	0.01	0.01	0.01	0.00	23.20
of Dep. After Transfer:	12.24	9.84	1.29	2.96	0.04	0.04	0.03	0.01	0.01	0.02	0.00	26.47
Steady State Change:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Transient State Change:	1.39	0.71	0.37	0.78	0.01	0.01	0.00	0.00	0.00	0.00	0.00	

Figure 7: Summarized Calculated Effects (Model Run 1 + Model Run 2)

	Net Transfer Effect (AF/four months)										
	Ashton to	Heise to	Shelley to	Nr Bickft	Neeley to	Dev. Wbl.	Buhl to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Bickft	Neeley	Minidoka	Buhl	Kspr		Malad		Bancroft
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	-2.1	-2.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	-3.3	-3.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	-3.9	-4.5	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	-4.2	-5.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	-4.4	-5.2	0.0	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	-4.4	-5.4	0.0	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	-4.3	-5.5	0.0	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	-4.3	-5.5	-0.1	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	-4.1	-5.5	-0.1	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	-4.0	-5.5	-0.1	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	-3.9	-5.4	-0.1	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	-3.7	-5.4	-0.1	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	-1.5	-3.1	-0.1	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	-0.1	-1.6	0.0	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	0.7	-0.7	0.0	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	1.1	-0.1	0.0	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	1.4	0.2	0.0	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2027	1.6	0.4	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	1.7	0.6	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2028	1.7	0.7	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2028	1.7	0.7	0.1	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2029	1.7	0.8	0.2	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2029	1.6	0.8	0.2	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2029	1.6	0.8	0.2	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2030	1.6	0.8	0.2	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2030	1.5	0.8	0.2	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2030	1.4	0.8	0.3	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2031	1.4	0.8	0.3	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2031	1.3	0.7	0.3	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2031	1.3	0.7	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2032	1.2	0.7	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2032	1.2	0.7	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2032	1.1	0.6	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2033	1.1	0.6	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Effect	1.7	0.8	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0



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: idwinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 25, 2022

PAUL GUNDERSON
1555 E 1500 N
HAMER, ID 83425

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 32,7074, 22-2175A, 22-2175B, 31-12473, 31-12475, 31-12477, 31-12479, 22-1344, 31-12000, 31-11998, 31-12002 AGREEMENT 619**

Dear Renter:

Please find enclosed a receipt in the amount of **\$4,826.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 241.4 acre-feet of water for irrigation of 62 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.

Pursuant to the Water Supply Bank Rules, 90% or \$4,343.40 of the rental fee will be paid to the lessor(s) and 10% or \$482.60 will be retained by the Department to offset administrative costs.

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. C113764
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office
Kristin Moore
Water District 100 & 110



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

August 5, 2022

PAUL GUNDERSON
1555 E 1500 N
HAMER, ID 83425

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 32-7074, 22-2175A, 22-2175B, 31-12473, 31-12475, 31-12477, 31-12479, 22-13440, 31-12000, 31-12998 & 31-12002 AGREEMENT 619**

*****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 \$4,826.00 per year was calculated based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 241.4 acre-feet.

Please send a check for \$4,826.00 for 2022 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing. 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.

Pursuant to the Water Supply Bank Rules, 90% or \$4,343.40 of the rental fee will be paid to the lessor(s) and 10% or \$482.60 will be retained by the Department to offset administrative costs for **2022**.

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

c: IDWR Front Desk

MEMORANDUM

To: Rights 31-12473, 31-12475, 31-12477 and 31-12479; Right 32-7074;
Rights 31-11998, 31-12000 and 31-12002; Rights 22-2175A and 22-2175B and
Right 22-13440

From: Michele Edl

Date: August 1, 2022

Re: Review & Analysis of Paul Gunderson's Application 2206 to Rent Water from the State Water
Supply Bank for Rental Agreement 619

PURPOSE/NARRATIVE: On November 23, 2021, the IWRB received a WSB rental application submitted by Kristin Moore (Sr. Water Right Analyst, Rocky Mountain Environmental Associates, Inc.) on behalf of Paul Gunderson. The original application proposed to rent portions of 11 water rights for the 2022 - 2025 irrigation seasons to provide pivot irrigation of 59 acres. But an insufficient quantity of water was available from the proposed leases to satisfy the original rental request.

Additional acres and water from a different blend of WSB leases were requested and successfully modeled in revised proposals. The final proposal involves 10 rights and the irrigation of a total of 62 acres.

A companion rental for irrigation of the 17.6 acres of pivot corners is discussed in Rental agreement 615.

AUTHORITY TO FILE: According to available Jefferson County parcel information, the proposed rental place-of-use was largely property owned by Paul Gunderson. For a full 360° pivot rotation, permission from the Mud Lake Water Users was required for application of water to an approximate 2.5-acre parcel (currently RP07N35E269000) not owned by Mr. Gunderson. A document titled Agricultural Lease Agreement was provided to the consultant and forwarded to me via email on May 11, 2022. It had been signed by Steve Shively, president of the Mud Lake Water Users, Inc., but not yet signed by Mr. Gunderson.

Mr. Gunderson signed the rental applications. The proposed rental point-of-diversion is a well (WMIS# 300763) located within the Gunderson properties. It is the authorized POD for rights: 31-11604, 31-11688, 31-11689 and 31-7338.

WATER RIGHT VALIDITY: The final package proposed for this rental involves portions of 10 rights which are all for irrigation use and were developed as primary diversions of ground water. The idled portions of all the rights are committed to the WSB until December 31, 2025.

INJURY TO OTHER WATER RIGHTS: No injury is apparent. The consultant provided ESPA modeling of the final rental package using ETRAN V3.4, the latest version of the modeling utility for MSEXcel. In order to demonstrate the full impact of this 5-year rental and the companion 1-year rental, stacking and evaluation of 3 model runs were required.

I reviewed the initial modeling runs and found errors in the data entry for grid cell address of the FROM wells and some of the priority dates for the rental rights. I requested and received corrected model runs. Additional revisions of model runs were necessary when available quantities of leased water were changed, or other leased rights were added to the mix. In the end, the final revised modeling runs were successful. I concur with the consultant; no mitigation is required for this rental.

The ETRAN model is limited to only three FROM wells per modeling run. In order to include all the requested rights at their respective wells, this rental required that a total of three models be run: two for the large and small pivots and a third for the pivot corners covered by rental agreement 615.

Model run Gunderson1

Portions of Rights 31-12473, 31-12475, 31-12477 and 31-12479 are requested for rent in this proposal. The rights are tied together by combined use limits and must be rented together. Transfer 84562 which

was approved January 21, 2021, updated the combined limits. Individually the rights provide small increments of additional volume until the combined limit is reached.

Right 32-7074 is for irrigation use and a portion of the right is currently leased to the bank at a rate which is consistent with a combined limit. The rental rate will be adjusted to match the lease.

Portions of Rights 31-11998, 31-12000 and 31-12002 are requested for rent in this proposal. These rights are coupled together by combined use limits. They are leased into the WSB as individual rights and although the combined total lease amounts appear to be correct, the rights were not ordered by seniority, making modeling more difficult. Similar to the group 31-12473, 31-12475, 31-12477 and 31-12479, these rights individually provide small increments of additional volume until the combined limit is reached.

The ETRAN model is insensitive to the addition of small volumes contributed by the seven Basin 31 rights, but the modeling of these rights was successful.

Model run Gunderson2

Originally both 31-11884 and 31-11888 were requested for this rental. The rights are not coupled together by combined limits and the lease of 31-11884 was considered unneeded in an initial review. The application to lease 31-11884 was returned, and the fee refunded. But the water which can be supplied by 31-11888 alone is insufficient to operate a pivot on the six acres which were originally intended to be covered by both 31-11884 and 31-11888. Concentration of 31-11888 is possible but it would cover less than 2 acres adequately by a pivot irrigation system. And that concentration of water would shrink the total acreage covered by the package of rights to less than the desired acres.

In the final rental package, leased water from Right 22-13440 replaces the quantities originally contributed by Rights 31-11884 and 31-11888.

Rights 22-2175A, 22-2175B and 22-7502 should have been limited to a combined rate of 2.64 cfs. In essence, the most junior right, 22-7502 brings additional acres and volume but not additional rate when used with the senior rights. When I reviewed this application to rent a portion of Right 22-2175A, I found that companion Right 22-2175B was being acted upon by both Transfer 85692 and a separate rental application (see rental application 2086). And I found that the flowrate limitation was not accurately recognized in any of the applications. I informed Kristin Moore and Eastern Region that there was a potential to over-allocate the water used through the three rights. Until Transfer 85692 had been approved, completion of this rental agreement was paused. The post-transfer amounts were submitted and successfully modeled in a revised application April 2022.

To understand the true water use commitments on these three rights I created a separate spreadsheet (see attached). The spreadsheet has three sections: the Smith Lease section, the Gunderson Rental section and the Smith self-serve Rental section. The lease section recognizes both the lease contract commitments which were approved before the transfer and the water right amounts for 22-2175A, and 22-2175B that remain after the transfer. Because the lease approval and the transfer approval were independent of each other the math doesn't zero out.

To respect the combined limits, portions of both rights 22-2175A, and 22-2175B probably should have been rented by both Smith and Gunderson, rather than each applicant renting only one of the two rights separately. Junior right 22-7502 is not active in the WSB and is only involved to hold any remaining water amounts. My spreadsheet is set up to use portions of both rights for both rental agreements and the resulting quantities are nearly the same as the separate and individual rental proposals that the WSB received on the two rights and are less than the total amounts leased.

Only the Smith self-serve rental agreement (agreement #573) had been processed before this review. And subsequent to approval of Transfer 85692 the term of that agreement was reduced. Rental agreement #573 now ends Dec 31, 2022.

Model run Gunderson3 (pivot corners)

The only right involved in a companion rental (see rental agreement 615) for irrigation of 17.6 acres of pivot corners is Right 21-7046. To consider the rental of this right as diverting from the same well at the same time as the other 10 rights meant that the same start date would be needed for each of the 3

modeling runs. The most senior right has a priority date in Spring 1953. So the modeling of this rental in particular, shows many empty cells until Summer 1974 when Right 21-7046 came into priority.

ENLARGEMENT OF USE: No enlargement is anticipated. The rental rates and volumes requested from the various rights will be made proportionate to the leased elements of those rights. The total rate authorized by the rentals will be 0.018 cfs/ac which is sufficient for pivot irrigation and comparable to the rate authorized by Gunderson's other irrigation rights for the nearby fields.

The consumptive use value for the rental POUs is 2.5 af/ac. When needed, the volume of leased water was concentrated to meet that consumptive use requirement.

The SOU for one of the leased rights varies by several weeks from the SOU at the rental POU. The volume calculation for most of the rights consider the SOU length and those volumes have been modeled successfully. The SOU for this rental package will be made consistent with SOU at the rental POU. A condition on the rental agreement identifies the right and provides the renter the SOU limit.

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 proposed leased rights are subject to Water Districts #100 (St Anthony – Rexburg Area) and #110 (Mud Lake Area). The rental location is subject to Water District #110. Comment was solicited from the Watermaster and Eastern Region, but no comments were returned.

Paul Gunderson WSB Rental for 62 acres 2022-2025 seasons

Water Right Elements leased to Water Supply Bank							Water Supply Bank Rental Request			Modeling Numbers				Modeling Run
Water Right Number	Priority Date (Trime)	Nature of Use	Diversion Rate cfs	Acres (AC)	Volume (AF)	Diversion Rate cfs	Acres (AC)	Volume (AF)	Model Cell	Acres	CU Volume (AF/A)	CU Volume/T (af/tr)	Cumulative CU Vol/Tr (af/tr)	
L2 Ltd 12477, 31-12479	Combined: 31-12473, 31-12475, 31-12477, 31-12479		0.48	17.1	59.9	0.48	17.1	59.9	R28 C158	17.1	42.75	14.3		
	31-12477	SPR1953	0.27	14.9	52.4					14.9	37.3	12.4	12.4	
	31-12473	SUM1955	0.06	16.5	23.6					16.5	41.3	13.8	14.3	
	31-12475	SUM1961	0.04	17.1	15					17.1	42.8	14.3	14.3	
	31-12479	SUM1962	0.11	17.1	57.8					17.1	42.8	14.3	14.3	
L2 Ltd	32-7074	WIN1979	0.12	8.7	30.4	0.12	8.7	30.4	R27 C155	8.7	21.75	7.3	7.3	
	Combined: 31-11998, 31-12000, 31-12002		0.07	3.2	11.2	0.07	3.2	11.2	R28 C153	3.2	8	2.7		
	31-12000	WIN1954	0.02	2.2	7.7					2.2	5.5	1.8	1.8	
	31-12002	WIN1960	0.02	2.2	7.7					2.2	5.5	1.8	1.8	
	31-11998	SPR1983	0.03	3.2	3.5					3.2	8	2.7	2.7	
Myron Lewis Farms	22-13440	SUM 1965	0.5	36	126	0.31	22.1	77.35	R62 C183	22.1	55.3	18.4	18.4	
Richard Smith	22-2175A**	WIN1959	1.39	87	304.5	0.14	17.9	62.5	R61 C182	10.9	27.25	9.1	9.1	
Total:							1.12	68.95	241.3	R42 C163	62.0	155.0	51.7	

Term

2025

2025

2025

2025

2025

Gunderson 1

Gunderson 2

Cell L21 is determined by the shortfall of the sum of the other acres in column L. Total needed acres is 62. The total acres needed from 22-2175A is calculated by subtracting the sum of the other water right rentals from 63. It is then input into cell F40 (outlined in red) and the spreadsheet automatically calculates the rest.

10.9

Calculations to determine condensation of 22-2175A for rental amounts.

** 22-2175A	Rate	Volume	Acres	a/f/ac	c/f/ac	a/f/trimester
22-2175A	Leased	304.5	87	3.5	0.016	
22-2175B	Post Transfer	226.4	64.7	3.5	0.016	
	Not in Bank	136.5	39	3.5	0.016	
	Leased - Transfer	89.95	25.7	3.5	0.016	
22-7502	Not in Bank	140	40	3.5	0.020	
	Combined Limits	897.35	256.4	3.5	0.009	
Adjusted Combined Limits for W5B		1	530.9	126	4.2	0.008
Leased Amounts		1.39	304.5	87	3.5	0.016
Rentable Amounts		0.69	304.5	87	3.5	0.008
Pivot Rental Request (Total rental)		0.14	62.5	17.9	3.5	0.008
(diverted rental amounts)		0.14	38.15	10.9	3.5	0.013
Modelled CU Vol		0.14	27.3	10.9	2.5	0.013

Removed the rate of 22-7502 from the combined limitation so that this one isn't reduced due to the W5B leases and rentals.

Edl, Michele

From: Kristin Moore <kristin.rmea@gmail.com>
Sent: Wednesday, May 18, 2022 10:59 AM
To: Edl, Michele
Subject: RE: paul gunderson
Attachments: AgriculturalLeaseAgreement_Executed_20220518.pdf

Fully executed agreement with Mud Lake Water Users for Paul Gunderson.

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



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From: Kristin Moore [<mailto:kristin.rmea@gmail.com>]
Sent: Wednesday, May 11, 2022 1:35 PM
To: 'Edl, Michele' <Michele.Edl@idwr.idaho.gov>
Subject: RE: paul gunderson

Michele,

Don't ask me why this has been so hard. I've got a signed agreement from Mud Lake Water Users...except the copy that came to me doesn't have Paul Gunderson's signature. I'm hoping you can move forward with this. For some reason I have yet to learn, Paul Gunderson's phone is no longer working. I've been calling him since last Thursday and the call will not go through. Someone dropped this agreement off at my office today when I wasn't looking, so I don't even know who left it here. But this is what I have today.

Kristin Moore

Senior Water Rights Analyst
482 Constitution Way, Ste 303, Idaho Falls, ID 83402
E-Mail: kristin.rmea@gmail.com



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From: Kristin Moore [<mailto:kristin.rmea@gmail.com>]
Sent: Friday, May 06, 2022 10:51 AM
To: Edl, Michele <Michele.Edl@idwr.idaho.gov>
Subject: Re: paul gunderson

The mud lake water users agreement got signed last night. I'll have a copy by Monday.

On Thu, May 5, 2022 at 4:47 PM Edl, Michele <Michele.Edl@idwr.idaho.gov> wrote:

Kristin,

Send me a copy of what you get as soon as you can.

Mary is very grateful for my help and has been flexible with timelines for me. I'm the one who is working this one up in all its fits and starts. I think its worth it in the long run, to get the most possible out of this pack.

I have been very busy the last two days covering for the adjudication personnel. (They are doing a mass mob of claims taking for the Northern Adjudication and the agency doesn't have enough personnel to do all that we have been charged with doing). In short, I haven't had the time to finish the Gunderson rentals, so I don't have much to undo from our last information exchange.

Could you fax or scan-email the agreement to me and send the original in traditional post?

I can act on the copies while we await the originals.

Michele

From: Kristin Moore <kristin.rmea@gmail.com>
Sent: Thursday, May 05, 2022 10:40 AM
To: Edl, Michele <Michele.Edl@idwr.idaho.gov>
Subject: paul gunderson

Paul called me this morning and informed me that he has signed the agreement with Mud Lake Water Users and there is a board meeting tonight at which he believes the canal company will be signing the agreement.

In addition, Paul informed me they were able to make enough improvements on the property and the system that they will plant grain or alfalfa on the Canal parcel this year, so they will be able to water it. They had to get the Mud Lake Water Users canals put into buried pipelines and any and all adjustments to MLWU system and then make adjustments to the pivot system to allow it to rotate full circle without obstructions. Those things have now been finished, so irrigation can occur on that parcel this year.

I know the deadline was yesterday and that I don't have the agreement yet. But just wanted to keep you updated that it's coming.

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



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--

Kristin Moore

Water Rights Analyst

482 Constitution Way, Ste 303, Idaho Falls, ID 83402

E-Mail: kristin.rmea@gmail.com

VOICE: 208-524-2353 ||| FAX: 208-524-1795



AGRICULTURAL LEASE AGREEMENT

(Cash Rent)

THIS AGRICULTURAL LEASE AGREEMENT (this "Agreement") is made and entered into to be effective as of the 1st day of April, 2022 (the "Effective Date"), by and between the **Mud Lake Water Users, Inc.**, an Idaho non-profit corporation, whose address is P.O. Box 68, Terreton, Idaho 83450 (hereinafter "Lessor"), and **Paul K. Gunderson**, whose address is 1555 E. 1500 N., Hamer, Idaho 83425 (hereinafter the "Lessee"). The Lessor and Lessee are individually a "Party" and together the "Parties".

RECITALS:

- A. Lessor is the owner of Jefferson County Parcel No. RP07N35E269000 located in Section 26 of Township 7N, Range 35E, Boise Meridian, consisting of 2.5 acres (the "Property"). For illustrative purposes, the Property is generally depicted on the map attached hereto as **Exhibit 1**.
- B. Two of Lessor's ground water well locations are located on the Property. Lessor will no longer use Holley Well 1, which it is in the process of decommissioning, but Lessor continues to use and operate Holley Well 2.
- C. Lessee is the owner of an adjoining parcel of property with a center pivot located upon it. The pivot stops at the Property boundaries. Lessee has determined that it will be more convenient and economical for him to have his pivot cross the Property and also desires to farm the Property.
- D. Lessor has agreed to lease the Property to Lessee for farming purposes pursuant to the terms and conditions of this Agreement.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENTS:

- 1. **Leased Property.** Upon and subject to the terms and conditions of this Agreement, the Lessor hereby leases to Lessee, and Lessee hereby leases from the Lessor, the Property, which Lessee may farm for agricultural purposes.
- 2. **Property Improvements.** As consideration for this Agreement, the following property improvements shall be made by Lessor and Lessee shall reimburse MLWU for the costs to perform the property improvements within 14 days after receiving an invoice or invoices evidencing costs for such work:
 - a. **Road:** The existing road on the Property that accesses Holley Well 2 shall be improved and graveled in a manner that makes it usable primarily because the road will be watered by Lessee's pivot. Thereafter, Lessee

shall maintain the gravel road existing on the Property for access to Holley Well 2 in a manner acceptable to Lessor at Lessee's sole cost and expense.

- b. **Piping of Ditch:** Lessee has already purchased pipe to pipe the ditch existing on the Property that conveys water diverted from Holley Well 2 to the east boundary of the Property. The pipeline shall be installed by Lessor to Lessor's standards to replace the ditch. This Agreement shall be written permission for the ditch modifications as required by the ditch owner under Idaho Code § 42-1207.
- c. **Construction of Pump Cover Structure:** Lessor shall construct a structure to cover Holley Well 2 in substantially the same form depicted in the following pictures:



The property improvements described in this paragraph are referred to hereafter as the "Property Improvements."

3. **Term.** Specifically subject to Paragraph 11, this Agreement shall be for ten (10) years (the "Term") commencing on the Effective Date and terminating on March 31, 2032.
4. **Possession.** Lessee shall, during the Term specified under Paragraph 3 above, be entitled to possession of the Property, subject to compliance with the terms and conditions of this Agreement and payment of the rent set forth herein.

5. **Rent Determination.** Because of the expenses incurred by Lessee in reimbursing Lessor for the Property Improvements described in Paragraph 2, no rent shall be paid by Lessee for the first five (5) years of this Agreement. Beginning in the sixth year of this Agreement, and in consideration of the leasing, occupancy, and use of the Property, Lessee hereby promises and agrees to pay, yield, and deliver cash rent in the amount of **One Thousand Dollars (\$1,000.00)** to Lessor each year of the remaining Term.
6. **Rent Payment.** The rent set forth in Paragraph 5 shall be paid to the Lessor on or before **April 1st** of each year of the Term for years six through ten. Lessee shall have a 5-day grace period for making such payments where no interest shall be charged, but after the expiration of such grace period, interest shall be charged at a rate of the prime rate plus 2%.
7. **Condition of Property.**
 - a. Lessee has inspected the Property and is fully familiar with the physical condition thereof, has received the same in good order and condition, and agrees that the Property complies in all respects to the requirements of this Agreement. Lessee accepts the Property in its present condition, "AS IS."
 - b. The Lessor makes no representation or warranty with respect to the condition of the Property or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein.
 - c. Lessee will not do, or permit any act or thing to be done, which is contrary to any legal or insurance requirements, which might significantly impair the value or usefulness of the Property or any part thereof, or which constitutes a public or private nuisance or waste.
 - d. Lessee acknowledges that there are no representations, covenants or agreements between the parties hereto with reference to the Property except as herein specifically set forth.
8. **Payment of Taxes and Utilities.**
 - a. Real and personal property taxes and any other ad valorem charge on the Property shall be paid by the Lessor prior to becoming due and delinquent for all such taxes assessed against the Property.
 - b. Lessee shall pay all other utility charges, including but not limited to all electrical charges associated with Lessee's irrigation system, rendered to and used in connection with farming of the Property.
9. **Government Programs and Crop Residue.**
 - a. In consideration of the cash rent being paid hereunder, Lessee shall be entitled to all government program payments relative to crops grown on the Property.

- b. In consideration of the cash rent being paid hereunder, Lessee shall be entitled to all crop residue, including but not limited to straw from crops grown on the Property.
10. **Repairs to the Property.** Lessee, at its expense, shall repair, maintain, and keep the Property in a good, clean, and organized condition, including the Pump Cover Structure. Lessor shall remain responsible for repair and maintenance of Holley Well 2 and its associated pump and other facilities. Except for the alterations to the Property described in this Agreement and farming of the Property, no substitution, alteration of, or addition to the Property or to the improvements located thereon may be made without the prior consent of the Lessor.
11. **Assignment or Sublease.** Lessee shall not be entitled, without the Lessor's prior consent, to sublet the Property or any part thereof. Additionally, this Agreement shall be personal to Lessee and may not be assigned to any other person or entity upon the sale of Lessee's adjoining property or death of Lessee. In the event of sale of Lessee's property or death of Lessee, this Agreement shall terminate as of the following April 1st after either event and be of no further force and effect, and the Parties shall be relieved of any obligations under the Agreement.
12. **Operations and Good Farming Practices.** Lessee shall operate and use the Property for the sole purpose of conducting an agricultural operation under the terms and conditions provided in this Agreement. Lessee shall, in due and proper season, perform all work required and essential in a good and workmanlike manner such as will be conducive to the best results to be had and obtained by a system of good husbandry and farming. Lessee shall keep and maintain the Property in a clean and orderly manner. Lessee shall use and furnish, at its sole expense, all equipment, tools, seeds, fertilizer and other chemicals, and labor proper or necessary to good husbandry and farming operation on the Property.
13. **Inspection.** The Lessor, or its authorized representative, may enter the Property at any time for the purpose of inspecting the same.
14. **Legal Requirements.** Lessee, at Lessee's expense, will promptly and diligently comply with all legal requirements pertaining to operation of the Property and the farming thereof.
15. **Condemnation.** In the event of a taking by condemnation, eminent domain or other legal proceedings of the entire Property, this Agreement shall terminate as of the date of such taking; and the award shall be apportioned between the parties according to their interest in the Property on the date of taking. A partial taking which makes it economically unfeasible to continue a farming operation on the remaining acreage shall be considered a total taking and covered by the preceding sentence. In the event of a partial taking leaving a unit of economical farming size, this Agreement shall continue in full force and effect on the remaining acreage, with proportionate reduction in rent and with any condemnation award to be paid to the Lessor.
16. **Indemnification and Insurance.** Lessee will protect, indemnify and save harmless the Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon, incurred by, or asserted against the Lessor or the Property by reason of the

operations conducted by Lessee on the Property or as a result of any failure on the part of Lessee to perform or comply with any of the terms of this Agreement. The obligations of Lessee under this section shall survive any termination of this Agreement. Lessee agrees, during the terms of this Agreement or any renewals thereof, to carry general liability insurance for personal injury and property damage liability. Such insurance policy shall name the Lessor as an insured and be with an insurance carrier acceptable to the Lessor. Such insurance shall provide for property damage liability coverage of at least \$100,000.00 and personal injury coverage of at least \$1,000,000.00 for each occurrence and in the aggregate. Lessee shall furnish the Lessor with a certificate indicating that such insurance is in force and that the premiums therefor have been paid.

17. **No Claims Against the Lessor.** Nothing contained in this Agreement shall constitute any consent or request by the Lessor, express or implied, for the performance of any labor or services; the furnishing of any materials or other property in respect of the Property or any part thereof; nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Lessor, it being understood and agreed that the relationship between the parties hereunder shall consist solely as that of landlord and tenant; and in no event and under no circumstances shall such relationship be considered or construed as any agency, partnership, joint venture, or any such similar relationship.
18. **Default and Reentry.** Faithful performance of the terms and conditions of this Agreement are expressly made the essence of this Agreement. If Lessee shall default in the payment of the rent, or shall fail to perform or shall violate any of the terms or provisions of this Agreement, and such default shall continue for fourteen (14) days after notice in writing is given to Lessee by the Lessor, or the Lessor's authorized representative, to comply with the relevant terms and provisions, then, the Lessor may declare said term and the Agreement forfeited and ended, and re-enter the Property so as to repossess and enjoy the Property as in the Lessor's former estate, and the Lessor may relet the same for the remainder of the term hereof. The Lessor may take possession of all growing crops and continue their cultivation and harvest, and shall be entitled to all proceeds from said crops, provided, however, that the Lessor shall reimburse Lessee's actual expenses of planting, growing, maturing, harvesting, transporting, or storing said crops. Nothing herein shall give the Lessor the right to take harvested crops from a prior year for default in the current year.
19. **Expiration or Termination of Lease.** Expiration or termination of this Agreement or the term thereof pursuant to paragraph 18 or by operation of law, or otherwise, and repossession of the Property or any part thereof pursuant to paragraph 18, or otherwise, shall relieve Lessee of his liabilities and obligations hereunder.
20. **Quiet Enjoyment.** The Lessor covenants with Lessee that upon Lessee's entry into the Property and Lessee's performance of each of the terms and conditions of this Agreement, Lessee shall have full freedom and use of the Property in accordance with the terms set forth herein.
21. **Remedies.** Each right, power and remedy of the Lessor provided in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative

and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute; and the exercise or beginning of the exercise by the Lessor of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Lessor of any or all such other rights, powers or remedies.

22. **Waiver.** No failure by the Lessor or Lessee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default thereof, and no submission by Lessee or acceptance by the Lessor of full or partial rent during the continuance of any such default, shall constitute a waiver of any such default or any such term. No waiver or any default shall affect or alter this Agreement which shall continue in full force and effect or affect the respective rights of the Lessor or Lessee with respect to any other then-existing or subsequent default.
23. **Notices.** Any notices provided for herein shall be in writing and sent by registered or certified mail to the parties at the following addresses, or to such other address as shall be supplied in writing by either party to the other:
 - a. Lessor: Mud Lake Water Users, Inc., P.O. Box 68, Terreton, Idaho 83450.
 - b. Lessee: Paul K. Gunderson, 1555 E. 1500 N., Hamer, Idaho 83425.
24. **Provisions of Subject to Applicable Law.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.
25. **End of Lease Term.** Upon expiration or other termination of this Agreement, Lessee shall immediately quit and surrender to the Lessor the Property in good order and condition, ordinary wear and tear expected, and shall remove all of Lessee's farming equipment. Lessee shall restore any damage to the Property caused by the removal of Lessee's farming equipment. The Pump Cover Structure shall remain on the Property and shall not be removed. No holding over shall be permitted without the Lessor's prior written consent.
26. **Attorney Representation.** The law firm of Holden, Kidwell, Hahn, & Crapo, P.L.L.C. has acted as attorneys for Lessor.
27. **Time is of the Essence.** In the performance by Lessee of the agreements and obligations as provided by this Agreement, time is of the essence.
28. **Payment of Attorney Fees for Preparation of this Agreement.** Lessee shall reimburse Lessor for payment of attorney fees incurred in the preparation of this Agreement.
29. **Miscellaneous.**
 - a. **Amendment.** This Agreement may be amended, waived, discharged or terminated only by an instrument in writing, signed by the Parties. This

Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Parties hereto.

- b. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning hereof.
- c. **Enforcement and Attorney Fees.** Should either party default in the performance of any covenants or agreements contained herein, such defaulting party shall pay to other party all costs and expenses, including, but not limited to, a reasonable attorney's fees, including such fees on appeal, which the offended party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such breach is incurred by the filing of suit or otherwise.
- d. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successor entity of Lessor. As provided in Paragraph 11, this Agreement shall be personal to Lessee and may not be assigned to any other person or entity upon the sale of Lessee's adjoining property or death of Lessee. In the event of sale of Lessee's property or death of Lessee, this Agreement shall terminate as of the following April 1st after either event and be of no further force and effect, and the Parties shall be relieved of any obligations under the Agreement.
- e. **Applicable Law.** This Agreement shall be interpreted, construed, and governed by the laws of the State of Idaho.
- f. **Merger and Integration.** The Lessor and Lessee acknowledge that the terms of this Agreement may vary from the terms contained in any prior agreement, or any other preliminary agreements made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The Lessor and Lessee agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature relating to the lease of Property described in this Agreement, excepting those set forth in this Agreement, and that this agreement shall be and is the final expression of the agreement of the parties concerning lease of the Property and shall control.
- g. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, with the same effect as if all parties had signed the same signature page. Any signature page of this agreement may be detached from any counterpart of this agreement and attached to any other counterpart thereof. Any transmission by telefax, facsimile, or email or other electronic transmission of any digital image which can be converted to paper form, including PDF format of any signed counterpart of this agreement and retransmission of any signed counterpart so transmitted, shall be the same as deliver of an original counterpart of this

agreement. Failure to also deliver an original executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto, effective as of the date and year first above written, have caused this *Agricultural Lease Agreement* to be executed in duplicate.

“Lessor”

Mud Lake Water Users, Inc.

Date: 5/4/2022

Steve Shively
By: Steve Shively
Its: President

Date: 5/18/22

Paul Gunderson
Paul K. Gunderson

EXHIBIT 1 TO LEASE AGREEMENT



- legend**
- Ground Water Wells
 - Camas Creek
 - Holly Canal System
 - MLWU_Service_Area
 - Parcels
 - TR Lines_2014
 - Section Lines_2014
 - Quarter Quarters_2014



0.055 0.0275 0 0.055 Miles

Edl, Michele

From: Kristin Moore <kristin.rmea@gmail.com>
Sent: Tuesday, April 05, 2022 5:17 PM
To: Edl, Michele
Subject: gunderson

Michele,

When we decided to use water right 21-7046, we made the assumption that it would be put in the bank for the same term as last time. We were wrong. It is only in the bank for 1 year. Which means, it would reduce the total rental for Gunderson to 1 year. I don't want to do that. I'm going to adjust my numbers to use more of 22-2175A and none of 21-7046. It might mean paying for more acres, but I don't want to renew this every year. Too complicated to repeat every year!

I'll get back with you on Thursday with my edited modeling.

Kristin Moore

Senior Water Rights Analyst

482 Constitution Way, Ste 303, Idaho Falls, ID 83402

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Edl, Michele

From: Kristin Moore <kristin.rmea@gmail.com>
Sent: Thursday, March 31, 2022 1:41 PM
To: Edl, Michele
Subject: RE: 22-2175B, transfer 85692 and Gunderson WSB rental
Attachments: Part_4a_table_Amended.xlsx

Oh Michele. I do think that some days I go faster than my brain actually functions. I certainly meant 31 not 21.

In regards to the transfer approval, the final numbers for 22-2175B look right to me. There shouldn't be anything in the approval that affects the Gunderson rental except for the combined use rate limitation. Also, since we used more of 21-7046 for the rental of the corners, we need to reduce the portion of this right for the 59 acre rental. I've reduced that in my table and condensed it to get a higher volume per acre and then increased the required rental acres of 22-2175B to get a better rate. See what you think. I'm sending you the excel document so you can see my formulas. I wouldn't be surprised if this required some adjustment. ☺ I didn't do the modeling yet, but I have no doubt it will work.

Kristin Moore

Senior Water Rights Analyst
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From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Thursday, March 31, 2022 11:46 AM
To: Kristin Moore <kristin.rmea@gmail.com>
Subject: FW: 22-2175B, transfer 85692 and Gunderson WSB rental

Kristin,

Looking at your amended Part 4a table (you sent to me on 3/15) I believe you have a typo. I am pretty sure that you meant to use L2 Ltd right **31**-12477 NOT **21**-12477 (which is someone else's domestic right)

We both are trying to do too many things at once.

Michele

From: Edl, Michele
Sent: Thursday, March 31, 2022 10:29 AM
To: Kristin Moore <kristin.rmea@gmail.com>
Subject: 22-2175B, transfer 85692 and Gunderson WSB rental

Kristin Moore,

I got a 'go ahead' related to Mr. Gunderson's 59-acre WSB rental from Eastern Region yesterday afternoon. The competing transfer is all but signed and the combined use limits have been re-set for the 3 rights of concern. Do the numbers Michael gave me (see below) change the requested rights or the amounts dedicated for the Gunderson rental?

I am working on the processing steps for the 59-acre rental today so let me know soon. I want to make sure that I am using final, agreed upon numbers for the request.

Michele Edl

From: Holliday, Michael <Michael.Holliday@idwr.idaho.gov>

Sent: Wednesday, March 30, 2022 2:47 PM

To: Edl, Michele <Michele.Edl@idwr.idaho.gov>

Subject: RE: 22-2175B and transfer 85692

Michele,

We're getting close to being done with this one. Feel free to move forward with these numbers. I've already run them by James Cefalo. The portion of 22-2175B remaining after approval of the transfer will be 1.04 cfs, 226.4 af, and 64.7 acres. Rights 22-2175A, 22-2175B, and 22-7502 will have a combined limit of 2.43 cfs.

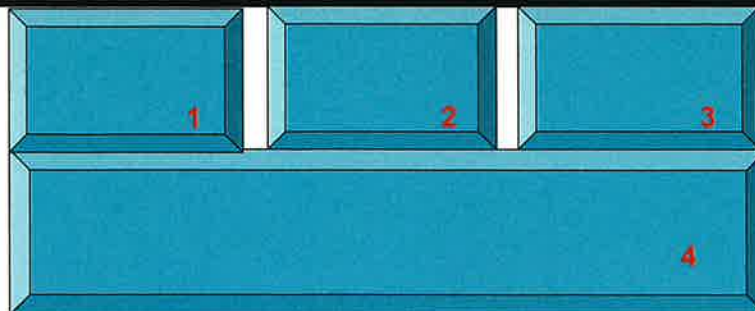
michael

ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPA

Cells this color are set up for user entries



ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR 1953

TRANSFER NAME:

SEASON

▼ Gunderson #1

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	42	28	27	28
COLUMN	163	158	155	153

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1953	0.00	12.40	12.40	0.00	0.00	1.80	1.80
WIN 1953	0.00	12.40	12.40	0.00	0.00	1.80	1.80
SPR 1954	0.00	12.40	12.40	0.00	0.00	1.80	1.80
SUM 1954	0.00	12.40	12.40	0.00	0.00	1.80	1.80
WIN 1954	0.00	12.40	12.40	0.00	0.00	1.80	1.80
continues							
SUM 1978	0.00	14.30	14.30	0.00	0.00	1.80	1.80
WIN 1978	0.00	14.30	14.30	0.00	0.00	1.80	1.80
SPR 1979	0.00	14.30	14.30	0.00	0.00	1.80	1.80
SUM 1979	0.00	14.30	14.30	0.00	0.00	1.80	1.80
WIN 1979	0.00	14.30	14.30	7.30	7.30	1.80	1.80
SPR 1980	0.00	14.30	14.30	7.30	7.30	1.80	1.80
SUM 1980	0.00	14.30	14.30	7.30	7.30	1.80	1.80
WIN 1980	0.00	14.30	14.30	7.30	7.30	1.80	1.80
SPR 1981	0.00	14.30	14.30	7.30	7.30	1.80	1.80
SUM 1981	0.00	14.30	14.30	7.30	7.30	1.80	1.80
WIN 1981	0.00	14.30	14.30	7.30	7.30	1.80	1.80
SPR 1982	0.00	14.30	14.30	7.30	7.30	1.80	1.80
SUM 1982	0.00	14.30	14.30	7.30	7.30	1.80	1.80
WIN 1982	0.00	14.30	14.30	7.30	7.30	1.80	1.80
SPR 1983	0.00	14.30	14.30	7.30	7.30	2.70	2.70
SUM 1983	0.00	14.30	14.30	7.30	7.30	2.70	2.70
WIN 1983	0.00	14.30	14.30	7.30	7.30	2.70	2.70
SPR 1984	0.00	14.30	14.30	7.30	7.30	2.70	2.70
SUM 1984	0.00	14.30	14.30	7.30	7.30	2.70	2.70
continues							
WIN 2020	0.00	14.30	14.30	7.30	7.30	2.70	2.70
SPR 2021	0.00	14.30	14.30	7.30	7.30	2.70	2.70
SUM 2021	0.00	14.30	14.30	7.30	7.30	2.70	2.70
WIN 2021	0.00	14.30	14.30	7.30	7.30	2.70	2.70
SPR 2022	24.30	0.00	14.30	0.00	7.30	0.00	2.70
SUM 2022	24.30	0.00	14.30	0.00	7.30	0.00	2.70
WIN 2022	24.30	0.00	14.30	0.00	7.30	0.00	2.70
SPR 2023	24.30	0.00	14.30	0.00	7.30	0.00	2.70
SUM 2023	24.30	0.00	14.30	0.00	7.30	0.00	2.70

WIN 2023	24.30	0.00	14.30	0.00	7.30	0.00	2.70
SPR 2024	24.30	0.00	14.30	0.00	7.30	0.00	2.70
SUM 2024	24.30	0.00	14.30	0.00	7.30	0.00	2.70
WIN 2024	24.30	0.00	14.30	0.00	7.30	0.00	2.70
SPR 2025	24.30	0.00	14.30	0.00	7.30	0.00	2.70
SUM 2025	24.30	0.00	14.30	0.00	7.30	0.00	2.70
WIN 2025	24.30	0.00	14.30	0.00	7.30	0.00	2.70
SPR 2026	0.00	14.30	14.30	7.30	7.30	2.70	2.70
SUM 2026	0.00	14.30	14.30	7.30	7.30	2.70	2.70
WIN 2026	0.00	14.30	14.30	7.30	7.30	2.70	2.70
SPR 2027	0.00	14.30	14.30	7.30	7.30	2.70	2.70
SUM 2027	0.00	14.30	14.30	7.30	7.30	2.70	2.70
continues							
SPR 2103	0.00	14.30	14.30	7.30	7.30	2.70	2.70

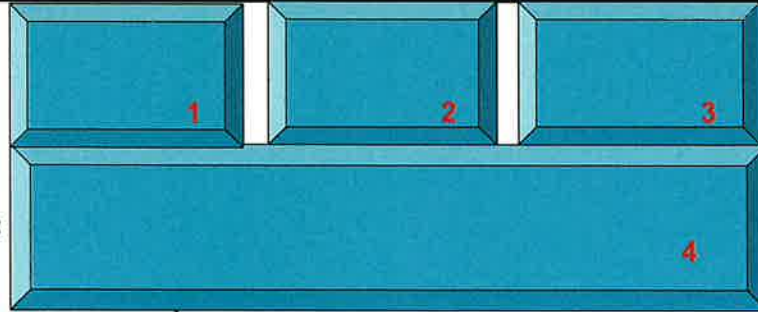
The data above is excised from the full results which are available electronically

ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPA

Cells this color are set up for user entries



ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

YEAR 1953

SEASON

TRANSFER NO: 0

TRANSFER NAME: Gunderson #2

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	42	62	61	62
COLUMN	163	183	182	183

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1953	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1953	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1954	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1954	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1954	0.00	0.00	0.00	0.00	0.00	0.00	0.00
continues							
SPR 1959	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1959	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1959	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SPR 1960	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SUM 1960	0.00	0.00	0.00	9.10	9.10	0.00	0.00
WIN 1960	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SPR 1961	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SUM 1961	0.00	0.00	0.00	9.10	9.10	0.00	0.00
WIN 1961	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SPR 1962	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SUM 1962	0.00	0.00	0.00	9.10	9.10	0.00	0.00
WIN 1962	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SPR 1963	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SUM 1963	0.00	0.00	0.00	9.10	9.10	0.00	0.00
WIN 1963	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SPR 1964	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SUM 1964	0.00	0.00	0.00	9.10	9.10	0.00	0.00
WIN 1964	0.00	0.00	0.00	9.10	9.10	0.00	0.00
SPR 1965	0.00	18.40	18.40	9.10	9.10	0.00	0.00
SUM 1965	0.00	18.40	18.40	9.10	9.10	0.00	0.00
WIN 1965	0.00	18.40	18.40	9.10	9.10	0.00	0.00
continues							
SPR 2021	0.00	18.40	18.40	9.10	9.10	0.00	0.00
SUM 2021	0.00	18.40	18.40	9.10	9.10	0.00	0.00
WIN 2021	0.00	18.40	18.40	9.10	9.10	0.00	0.00
SPR 2022	27.50	0.00	18.40	0.00	9.10	0.00	0.00
SUM 2022	27.50	0.00	18.40	0.00	9.10	0.00	0.00
WIN 2022	27.50	0.00	18.40	0.00	9.10	0.00	0.00
SPR 2023	27.50	0.00	18.40	0.00	9.10	0.00	0.00

SUM 2023	27.50	0.00	18.40	0.00	9.10	0.00	0.00
WIN 2023	27.50	0.00	18.40	0.00	9.10	0.00	0.00
SPR 2024	27.50	0.00	18.40	0.00	9.10	0.00	0.00
SUM 2024	27.50	0.00	18.40	0.00	9.10	0.00	0.00
WIN 2024	27.50	0.00	18.40	0.00	9.10	0.00	0.00
SPR 2025	27.50	0.00	18.40	0.00	9.10	0.00	0.00
SUM 2025	27.50	0.00	18.40	0.00	9.10	0.00	0.00
WIN 2025	27.50	0.00	18.40	0.00	9.10	0.00	0.00
SPR 2026	0.00	18.40	18.40	9.10	9.10	0.00	0.00
SUM 2026	0.00	18.40	18.40	9.10	9.10	0.00	0.00
WIN 2026	0.00	18.40	18.40	9.10	9.10	0.00	0.00
continues							
SPR 2103	0.00	18.40	18.40	9.10	9.10	0.00	0.00

The data above is excised from the full results which are available electronically

highest

Summary	1.966735	1.107325	0.570385	1.212349	0.011342	0.008747	0.007091	0.00323	0.003014	0.003439	0.000437
1 + 2 + 3											
Net Transfer Effect (AF/four months)											
	Ashton to	Haise to	Shelley to	Nr Bickft	Ly Neeley to	Dev. Wbl	TDNR to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Bickft	Neeley	Minidoka	Buhl	Kspr		Malad		Bancroft
SUM 1953	0	0	0	0	0	0	0	0	0	0	0
WIN 1953	0	0	0	0	0	0	0	0	0	0	0
SPR 1954	0	0	0	0	0	0	0	0	0	0	0
SUM 1954	0	0	0	0	0	0	0	0	0	0	0
WIN 1954	0	0	0	0	0	0	0	0	0	0	0
continues											
SUM 2020	0	0	0	0	0	0	0	0	0	0	0
WIN 2020	0	0	0	0	0	0	0	0	0	0	0
SPR 2021	0	0	0	0	0	0	0	0	0	0	0
SUM 2021	0	0	0	0	0	0	0	0	0	0	0
WIN 2021	0	0	0	0	0	0	0	0	0	0	0
SPR 2022	-3.261871	-2.705954	0.004133	0.001006	1.46E-06	1.22E-09	1.08E-09	1.77E-10	3.65E-10	2.19E-10	1.04E-10
SUM 2022	-5.94817	-4.616459	0.015814	0.006005	1.27E-05	2.4E-08	1.34E-08	5.72E-09	3.77E-09	3.6E-09	4.13E-10
WIN 2022	-7.893463	-5.743079	0.035928	0.019368	5.18E-05	1.6E-07	9.63E-08	3.9E-08	3.04E-08	2.69E-08	2.45E-09
SPR 2023	-8.650184	-6.419907	0.062071	0.042297	0.000137	6.66E-07	4.03E-07	1.67E-07	1.32E-07	1.21E-07	1.07E-08
SUM 2023	-8.69916	-6.842329	0.091441	0.073934	0.000279	2.04E-06	1.26E-06	5.25E-07	4.24E-07	3.96E-07	3.57E-08
WIN 2023	-8.440282	-7.108795	0.122449	0.113321	0.000483	5.08E-06	3.22E-06	1.35E-06	1.1E-06	1.05E-06	9.64E-08
SPR 2024	-8.076548	-7.272196	0.154601	0.159937	0.000751	1.09E-05	7.06E-06	2.98E-06	2.47E-06	2.38E-06	2.23E-07
SUM 2024	-7.693513	-7.364124	0.187918	0.213454	0.001082	2.09E-05	1.38E-05	5.88E-06	4.91E-06	4.8E-06	4.59E-07
WIN 2024	-7.323071	-7.405164	0.222525	0.273475	0.001475	3.69E-05	2.47E-05	1.06E-05	8.92E-06	8.84E-06	8.59E-07
SPR 2025	-6.975275	-7.409521	0.25847	0.339431	0.001928	6.05E-05	4.13E-05	1.77E-05	1.51E-05	1.51E-05	1.49E-06
SUM 2025	-6.651891	-7.387353	0.295692	0.410602	0.002437	9.4E-05	6.5E-05	2.8E-05	2.4E-05	2.43E-05	2.43E-06
WIN 2025	-6.351774	-7.346079	0.334043	0.486174	0.003	0.000139	9.74E-05	4.22E-05	3.64E-05	3.71E-05	3.76E-06
SPR 2026	-3.43572	-4.556424	0.371092	0.567435	0.003616	0.000199	0.00014	6.11E-05	5.29E-05	5.43E-05	5.58E-06
SUM 2026	-1.408886	-2.519994	0.405266	0.654638	0.004288	0.000274	0.000196	8.53E-05	7.43E-05	7.69E-05	7.98E-06
WIN 2026	-0.145766	-1.23828	0.436439	0.745266	0.005011	0.000368	0.000265	0.000116	0.000101	0.000105	1.11E-05
SPR 2027	0.65505	-0.419092	0.464879	0.835024	0.005772	0.000481	0.000349	0.000153	0.000134	0.000141	1.49E-05
SUM 2027	1.172986	0.119624	0.490577	0.919506	0.006545	0.000617	0.000451	0.000198	0.000175	0.000184	1.96E-05
WIN 2027	1.509633	0.480296	0.513214	0.995256	0.007306	0.000776	0.000571	0.000251	0.000222	0.000235	2.53E-05
SPR 2028	1.725306	0.723029	0.532374	1.060093	0.008028	0.00096	0.00071	0.000313	0.000278	0.000296	3.2E-05
SUM 2028	1.857783	0.885078	0.547723	1.113011	0.008694	0.001168	0.000869	0.000384	0.000342	0.000365	3.98E-05
WIN 2028	1.931805	0.990615	0.559102	1.153907	0.00929	0.001401	0.001048	0.000464	0.000414	0.000444	4.88E-05
SPR 2029	1.964203	1.055892	0.566534	1.183304	0.009807	0.001657	0.001246	0.000553	0.000495	0.000532	5.89E-05
SUM 2029	1.966735	1.092147	0.5702	1.202097	0.010242	0.001936	0.001463	0.00065	0.000583	0.00063	7.01E-05
WIN 2029	1.947798	1.107325	0.570385	1.211388	0.010597	0.002233	0.001696	0.000755	0.000679	0.000736	8.24E-05
SPR 2030	1.913502	1.107147	0.567449	1.212349	0.010875	0.002548	0.001944	0.000867	0.000781	0.000849	9.57E-05
SUM 2030	1.868347	1.095794	0.561777	1.206147	0.011082	0.002876	0.002203	0.000984	0.000889	0.00097	0.00011
WIN 2030	1.81567	1.076354	0.553764	1.193888	0.011224	0.003214	0.002473	0.001106	0.001002	0.001096	0.000125
SPR 2031	1.757977	1.051132	0.543787	1.176594	0.011309	0.003559	0.002749	0.001231	0.001117	0.001226	0.00014
SUM 2031	1.697145	1.02186	0.532202	1.155183	0.011342	0.003908	0.003029	0.001358	0.001235	0.001359	0.000157
WIN 2031	1.634589	0.989848	0.519331	1.130471	0.011331	0.004257	0.003311	0.001487	0.001355	0.001494	0.000173
SPR 2032	1.571373	0.956088	0.505462	1.103172	0.011283	0.004603	0.003592	0.001615	0.001474	0.00163	0.00019
SUM 2032	1.508293	0.921335	0.490848	1.073904	0.011202	0.004943	0.00387	0.001741	0.001592	0.001765	0.000206
WIN 2032	1.445942	0.886162	0.47571	1.043195	0.011094	0.005275	0.004142	0.001866	0.001709	0.001899	0.000223
SPR 2033	1.384761	0.851004	0.460236	1.011497	0.010964	0.005597	0.004407	0.001987	0.001823	0.00203	0.00024
SUM 2033	1.325063	0.816189	0.444585	0.97919	0.010815	0.005907	0.004663	0.002104	0.001933	0.002157	0.000256
WIN 2033	1.267077	0.781962	0.428893	0.946592	0.010652	0.006204	0.004909	0.002217	0.002039	0.00228	0.000272
SPR 2034	1.210952	0.748503	0.413271	0.913969	0.010477	0.006485	0.005143	0.002324	0.002141	0.002397	0.000287
SUM 2034	1.156788	0.715944	0.397811	0.881537	0.010293	0.00675	0.005364	0.002426	0.002237	0.00251	0.000301
WIN 2034	1.104641	0.684378	0.382588	0.849475	0.010102	0.006999	0.005573	0.002522	0.002328	0.002616	0.000315
SPR 2035	1.054533	0.653866	0.367661	0.817927	0.009907	0.00723	0.005768	0.002612	0.002414	0.002716	0.000329
SUM 2035	1.006462	0.624446	0.353078	0.787007	0.009708	0.007444	0.005948	0.002695	0.002493	0.002809	0.000341
WIN 2035	0.960407	0.596138	0.338875	0.756804	0.009508	0.007641	0.006115	0.002772	0.002567	0.002896	0.000353
impact continues to decline											
SUM 2102	0.004446	0.002395	0.001272	0.003348	0.000156	0.000298	0.000244	0.000112	0.000105	0.000122	1.84E-05

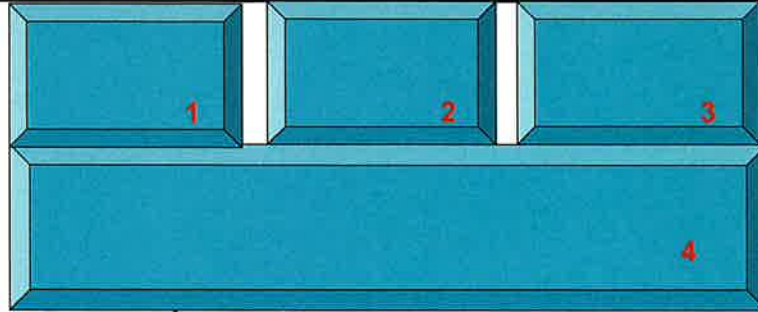
The data above is excised from the full results which are available electronically

ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPA

Cells this color are set up for user entries



ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTO

TRANSFER NO: 0

YEAR 1953

SEASON ▼ Gunderson #3

TRANSFER NAME:

ENTER CELL LOCATIONS:				
	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	42	51	61	0
COLUMN	163	195	182	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use	With Transfer	Without Transfer	With Transfer	Without Transfer	With Transfer	Without Transfer
	AF/TRIMESTER	AF/TRIMESTER	AF/TRIMESTER	AF/TRIMESTER	AF/TRIMESTER	AF/TRIMESTER	AF/TRIMESTER
SUM 1953	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1953	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1954	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1954	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1954	0.00	0.00	0.00	0.00	0.00	0.00	0.00
continues							
SPR 1973	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1973	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1973	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1974	0.00	14.60	14.60	0.00	0.00	0.00	0.00
SUM 1974	0.00	14.60	14.60	0.00	0.00	0.00	0.00
WIN 1974	0.00	14.60	14.60	0.00	0.00	0.00	0.00
SPR 1975	0.00	14.60	14.60	0.00	0.00	0.00	0.00
continues							
SPR 2021	0.00	14.60	14.60	0.00	0.00	0.00	0.00
SUM 2021	0.00	14.60	14.60	0.00	0.00	0.00	0.00
WIN 2021	0.00	14.60	14.60	0.00	0.00	0.00	0.00
SPR 2022	14.60	0.00	14.60	0.00	0.00	0.00	0.00
SUM 2022	14.60	0.00	14.60	0.00	0.00	0.00	0.00
WIN 2022	14.60	0.00	14.60	0.00	0.00	0.00	0.00
SPR 2023	0.00	14.60	14.60	0.00	0.00	0.00	0.00
SUM 2023	0.00	14.60	14.60	0.00	0.00	0.00	0.00
WIN 2023	0.00	14.60	14.60	0.00	0.00	0.00	0.00
continues							
SPR 2103	0.00	14.60	14.60	0.00	0.00	0.00	0.00

The data above is excised from the full results which are available electronically