



## State of Idaho

# DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

February 25, 2005

LAVEL STOKER & /OR WENDY STOKER  
BRENT STOKER & /OR MARLA STOKER  
707 EAST 500 SOUTH  
BURLEY ID 83318

RECEIVED

MAR 01 2005

Department of Water Resources  
Southern Region

**RE: APPLICATION TO LEASE PART OF WATER RIGHT NO(S). 45-2333A, 45-2524C, 45-7072C, 45-7116A, 45-7105A, 45-7161A, 45-7120B, 45-7358C TO THE WATER SUPPLY BANK**

Dear Lessor:

The Department of Water Resources ("department") has completed its review of the Applications to Sell or Lease Water Right(s) to the Water Supply Bank ("bank"). Please consider that the offered water right(s) are accepted into the bank.

### WATER SUPPLY BANK LEASE CONDITIONS OF ACCEPTANCE

1. Portions of the above referenced water rights are leased to the bank as follows:

Right No.	Acres (ac)	Diversion Rate (cubic ft per sec., cfs)	Diversion Volume (acre-feet, af)
See above	111ac	1.65cfs	333 ac

2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the owner of the right may not use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Section 42-351, Idaho Code, for illegal diversion and use of water, and may include civil penalties pursuant to Section 42-1701B, Idaho Code.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.

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JUL 22 2020

45-2333A, etc.

5. While a water right is in the bank, forfeiture provisions are stayed.
6. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
7. The water rights referenced above will be rented from the bank at the current rental rate as specified by the lessor.
8. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
9. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.

The right(s) will automatically be released from the bank on **December 31, 2005**, unless the right(s) are released earlier by the Board, or upon request by the lessor. To change the term of the lease or to release the right(s) from the bank, the lessor must submit a request in writing to the department prior to the release date.

If you have questions, please feel free to contact me.

Sincerely,



for Cynthia Bridge Clark  
Water Allocation Bureau

c: Allen Merritt & Cindy Yenter – IDWR Southern Regional Office

Crystal Winney Vincent – Barker, Rosholt & Simpson

SCANNED

JUL 22 2020



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

May 3, 2004

RECEIVED

MAY 05 2004

Department of Water Resources  
Southern Region

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

LAVEL STOKER  
707 E 5005  
BURLEY ID 83318

RE: RENTAL OF WATER RIGHT(S) LEASED TO THE WATER SUPPLY  
BANK. WATER RIGHT NOS. 45-2333A, 45-2524C, 45-7072C, 45-  
7116A, 45-7105A, 45-7161A, 45-7120B, AND 45-7358C

Dear Mr. Stoker:

The Department of Water Resources (Department) has requested the issuance of a state warrant in the amount of \$3,296.70 as payment to you for the rental of 333 acre-feet of the above referenced water right from the Water Supply Bank managed by the Idaho Water Resource Board.

In accordance with Water Supply Bank rule 35.01, IDAPA 37.02.03, return for the rental is ninety percent (90%) of the gross amount received at a rental rate of \$11.00 per acre-foot of water. The Controller's office will issue the warrant within the next twenty (20) days to the address specified on the Request for Taxpayer Identification Number and Certification form provided to the Department.

If you have questions, please feel free to contact me.

Sincerely,

  
Cynthia Bridge Clark  
Water Allocation Bureau

c: Allen Merritt – IDWR Southern Regional Office  
Debbie Allen – IDWR Fiscal  
Crystal Winney Vincent – Barker, Rosholt & Simpson

45-2333A, EX CL



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098  
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

March 7, 2004

RECEIVED

APR 09 2004

Department of Water Resources  
Southern Region

CRYSTAL WINNEY VINCENT  
BARKER, ROSHOLT & SIMPSON  
233 SECOND ST N SUITE D  
TWIN FALLS ID 83301

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.  
LA VEL STOKER, ET AL. WATER RIGHT NO(S). 45-2333A, 45-2524C,  
45-7072C, 45-7116A, 45-7105A, 45-7161A, 45-7120B, AND 45-7358C.

Dear Ms. Vincent:

The department acknowledges receipt of the application to rent water from the Water Supply Bank and a rental payment in the amount of \$3,663.00. Please find enclosed a Water Supply Bank Rental Agreement for your review and signature by the water right owners. Upon signature and return of the agreement, the department also will sign the agreement and will 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.

The rental fee of \$3,663.00 was calculated based on \$11.00 per acre-foot times 333 acre-feet. Enclosed is a receipt for the advanced payment in the amount of the calculated rental fee received by department on February 4, 2004.

Please return the signed rental agreement to my attention so I can complete the processing. If you have questions, please feel free to contact me.

Sincerely,

  
Cynthia Bridge Clark  
Water Allocation Bureau

Encl: 2

✓ c: Allen Merritt & Cindy Yenter – IDWR Southern Regional Office

45-2333A, E & AL - Water Rental

Southern - Cindy - Allen

Before the Idaho Water Resource Board

**WATER SUPPLY BANK RENTAL AGREEMENT**

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: LAVEL D & WENDY W STOKER,  
AND BRENT J & MARLA J STOKER
2. Address: 707 E 500 S Burley ID 83318
3. Source of water: Ground Water
4. Volume of water rented: 333 AF Max rate: 1.65 cfs
5. Diversion period: January 1, 2004 through December 31, 2004
6. Use of water: Stockwater/Commercial
7. a) Renter's point of diversion:  
  
Legal description: NENE & SENE Section 21, T11S, R24E, B.M., Cassia County  
  
b) Renter's place of use:  
  
Legal description: W½NE¼ Section 21, T11S, R24E, B.M.
8. The rights from which water will be rented include 45-2333A, 45-2524C, 45-7072C, 45-7116A, 45-7105A, 45-7161A, 45-7120B, AND 45-7358C

The undersigned renter agrees to pay \$ 3,663 for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. The renter shall provide for the measurement of the water diverted in a manner

acceptable to the Director and shall report the amount of water diverted at the end of the calendar year.

3. Use of water under this agreement does not constitute a dedication of the water to renter's land 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. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. This rental does not authorize the construction of a well.
9. Use of water under this agreement shall not prejudice any action of the Department in its consideration of the permanent application for transfer filed by the applicant for this same use.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

by \_\_\_\_\_  
for \_\_\_\_\_

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Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
KARL J. DREHER, Director  
Department of Water Resources

# Idaho Department of Water Resources Receipt

Receipt ID C072508

Payment Amount \$3,663.00 Date Received 2/3/2004 10:44:25 AM Region State Status   
 Payment Type Check Check Number 9019

Payer NORTHWEST FARM CREDIT SERVICES MOO MO  
 Comment WATER BANK APPLICATION

## Fee Detail

Amount	Description	Fund	FD	PCA	SO
<u>\$366.30</u>	<u>WATER BANK-DEPARTMENT SHARE</u>	<u>0229</u>	<u>21</u>	<u>55109</u>	<u>1205</u>
<u>\$3,296.70</u>	<u>WATER BANK-OWNER SHARE</u>	<u>0229</u>	<u>21</u>	<u>55109</u>	<u>1205</u>

*P. McSouty*

Signature Line (Dept. Representative)

SCANNED



## State of Idaho

# DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098  
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

April 7, 2004

CRYSTAL WINNEY VINCENT  
BARKER, ROSHOLT & SIMPSON  
233 SECOND ST N SUITE D  
TWIN FALLS ID 83301

**RE: APPLICATION TO LEASE PART OF WATER RIGHT NOS. 45-2333A, 45-2524C, 45-7072C, 45-7116A, 45-7105A, 45-7161A, 45-7120B, AND 45-7358C TO THE WATER SUPPLY BANK**

Dear Ms. Vincent:

The department has completed its review of the Application to Sell or Lease Water Right(s) to the Water Supply Bank ("bank"). Please consider that the offered water right(s) is accepted into the bank.

Several items to keep in mind in connection with the lease of a water right to the bank are as follows:

1. There is no rental payment to the owner of the water right if the right or a part thereof is not rented from the bank.
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented from the bank.
3. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

Please consider that the rights will automatically be released from the bank on **December 31, 2004**, unless the rights are released earlier by the Water Resource Board, or upon a request from the owner of the rights. To change the term of the lease, the lessor must submit a request in writing to the department prior to the release date.

Enclosed is a copy of the Internal Revenue Service Request for Taxpayer Identification and Certification, Form W-9. The department is required to file an



information return with the Internal Revenue Service ("IRS") for all rental payments issued to owners of water rights leased to the bank. Please return this form to my attention. Payments for the rental of a water right or a part thereof cannot be issued to the lessor unless the department has received a completed IRS W-9 form.

If you have questions, please feel free to contact me.

Sincerely,



Cynthia Bridge Clark  
Water Allocation Bureau

Encl: 1

c: Allen Merritt & Cindy Yenter – IDWR Southern Regional Office



State of Idaho

**COPY**

**DEPARTMENT OF WATER RESOURCES**

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NOVEMBER 16, 2005

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

LAVEL STOKER &/OR WENDY STOKER  
BRENT STOKER &/OR MARLA STOKER  
707 EAST 500 SOUTH  
BURLEY ID 83318

**RE: TERMINATION OF LEASE TO THE WATER SUPPLY BANK – WATER  
RIGHT NO(S). 45-2333A, 45-2524C, 45-7072C, 45-7116A, 45-7105A,  
45-7161A, 45-7120B AND 45-7358C.**

Dear Lessor:

Idaho Department of Water Resources ("department") records show that the above referenced water right(s) has been leased through December 31, 2005 to the Water Supply Bank ("bank"). This letter is notice that the right(s) will be considered released from the bank unless you advise the department, in writing, within thirty (30) days of the date of this letter that you want to extend the period of the lease.

If you would like the right(s) to remain leased to the bank, please specify the date to which you want the lease extended. The right(s) will remain in the bank for the specified period unless released earlier by the Water Resource Board or until the lessor submits a request to the department in writing to release the right(s) from the bank.

Please consider that the five (5) year period of nonuse related to forfeiture of a water right shall begin to accrue upon release of the right from the bank or shall continue to accrue if a period of nonuse occurred prior to the lease date of the right to the bank. If a written request is not received within thirty (30) days, the right(s) will be considered released from the bank as of **December 31, 2005**.

If you have questions, feel free to contact me directly at (208) 287-4946.

Sincerely,

for: Cynthia Bridge Clark  
Water Allocation Bureau

c: IDWR - Southern Office

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JUL 22 2020

45-2333A



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098  
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

February 26, 2003

Crystal Vincent  
BARKER, RSHOLT & SIMPSON  
233 Second St. N, Suite D  
Twin Falls, ID 83301

RECEIVED

MAR 03 2003

Department of Water Resources  
Southern Region

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK - 45-2333A, et al

Dear Ms. Vincent:

Please find enclosed a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental by Lavel Stoker of 333 acre feet of ground water for stockwater and commercial uses during 2003. Upon receipt of this fully executed agreement, your client is authorized to divert water in compliance with the conditions of water use described in the agreement.

The department has requested the issuance of a state warrant in the amount of \$3,330 as payment for the rental of 333 acre feet of the above referenced water rights from the Water Supply Bank ("bank"). The payment will be sent directly to Lavel Stoker.

The return for the rental is based on \$10.00 per acre-foot of water rented. The Controller's office will issue the warrant within the next twenty (20) days.

If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, P.E.  
Chief, Water Allocation Bureau

Encl: 1

c: ✓ Cindy Yenter - IDWR  
45-2333A, et al  
Fiscal - Debbie Allen

45-2333A et al

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FEB 25 2003

Before the Idaho Water Resource Board

Department of Water Resources

## WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Lavel Stoker, Wendy Stoker, Brent Stoker and Marla Stoker
2. Address: 707 East 500 South, Burley, ID 83318
3. Source of water: Ground water
4. Volume of water rented: 333 AF                      Max rate: 1.65 cfs
5. Diversion period: January 1, 2003 through December 31, 2003
6. Use of water: Stockwater/Commercial
7. a) Renter's point of diversion:  
  
    Legal description: NE1/4NE1/4 and SE1/4NE1/4 Section 21, T11S, R24E, B.M.,  
    Cassia County
- b) Renter's place of use:  
  
    Legal description: W1/2NE1/4 Section 21, T11S, R24E, B.M.
8. The rights from which water will be rented are 45-2333A, 45-2524C, 45-7072C,  
45-7116A, 45-7161A, 45-7105A, 45-7120B and 45-7358C.

The undersigned renter agrees to pay \$ 3,663 for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement is subject to the provisions of Section 42-1766, Idaho Code.
2. The renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the calendar year.

FEB 24 2003

FEB 24 2003

3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to the licensed points of diversion and place of use and/or again be available to rent from the bank.
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the rights being rented or if other water rights are injured.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. This rental does not authorize the construction of a well.
9. Use of water under this agreement shall not prejudice any action of the Department in its consideration of the permanent application for transfer filed by the applicant for this same use.

Dated this 20<sup>th</sup> day of Feb, 2003.

by

for

---

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 26<sup>th</sup> day of February, 2003.

  
for KARL J. DREHER, Director  
Department of Water Resources

# Idaho Department of Water Resources Receipt

Receipt ID C067552

Payment Amount  Date Received  Region  Status

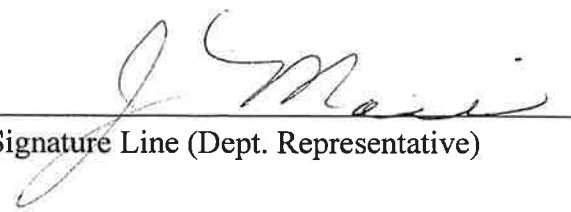
Payment Type  Check Number

Payer

Comment

## Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$3,330.00	WATER BANK-OWNER SHARE	0229	21	55109	1205
\$333.00	WATER BANK-DEPARTMENT SHARE	0229	21	55109	1205

  
Signature Line (Dept. Representative)

SCANNED  
JUL 22 2020



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

February 6, 2003

CRYSTAL VINCENT  
BARKER, ROSHOLT & SIMPSON LLP  
233 SECOND STREET NORTH  
TWIN FALLS ID 83301-6119

RECEIVED

FEB 12 2003

Department of Water Resources  
Boise, Idaho

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK -  
LAVEL STOKER, ET AL

Dear Ms. Vincent:

Enclosed are two Water Supply Bank Rental Agreements for your review and signature. Upon signature and return of the agreements, together with the rental fees described below, the Department also will sign the agreements and will return executed copies to you. Execution of the agreements and compliance with the conditions of approval authorize diversion and use of water as provided in the agreements.

The rental fees are calculated as \$11.00 per acre foot times the number of acre feet rented. The rental fee for the 333 AF rental is **\$3,663** and the rental fee for the 300 AF rental is **\$3,300**. Since the rights being rented are owned by different parties, the Department requests a separate rental payment check for each rental fee. The checks should be made payable to the Idaho Department of Water Resources and should accompany the signed and returned agreements.

Please return the signed agreements and fees to my attention so I can complete the processing. If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, P.E.  
Chief, Water Allocation Bureau

Encl: 2

c: Allen Merritt - IDWR  
John Freitag - IDWR  
45-02333A, et al  
45-07008

45-2333A, et al



## WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Lavel Stoker, Wendy Stoker, Brent Stoker and Marla Stoker
2. Address: 707 East 500 South, Burley, ID 83318
3. Source of water: Ground water
4. Volume of water rented: 300 AF                      Max rate: 1.65 cfs
5. Diversion period: January 1, 2003 through December 31, 2003
6. Use of water: Stockwater/Commercial
7. a) Renter's point of diversion:

Legal description: NE1/4NE1/4 and SE1/4NE1/4 Section 21, T11S, R24E, B.M.,  
Cassia County

- b) Renter's place of use:

Legal description: W1/2NE1/4 Section 21, T11S, R24E, B.M.

8. The rights from which water will be rented is 45-7008.

The undersigned renter agrees to pay \$ 3,300 for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement is subject to the provisions of Section 42-1766, Idaho Code.
2. The renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the calendar year.
3. Use of water under this agreement does not constitute a dedication of the

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JUL 22 2020



water to renter's land and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to the licensed points of diversion and place of use and/or again be available to rent from the bank.

4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the rights being rented or if other water rights are injured.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. This rental does not authorize the construction of a well.
9. Use of water under this agreement shall not prejudice any action of the Department in its consideration of the permanent application for transfer filed by the applicant for this same use.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

by \_\_\_\_\_  
for \_\_\_\_\_

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

KARL J. DREHER, Director  
Department of Water Resources

SCANNED  
JUL 22 2020

Before the Idaho Water Resource Board

**WATER SUPPLY BANK RENTAL AGREEMENT**

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Lavel Stoker, Wendy Stoker, Brent Stoker and Marla Stoker
2. Address: 707 East 500 South, Burley, ID 83318
3. Source of water: Ground water
4. Volume of water rented: 333 AF                      Max rate: 1.65 cfs
5. Diversion period: January 1, 2003 through December 31, 2003
6. Use of water: Stockwater/Commercial
7. a) Renter's point of diversion:

Legal description: NE1/4NE1/4 and SE1/4NE1/4 Section 21, T11S, R24E, B.M.,  
Cassia County

- b) Renter's place of use:

Legal description: W1/2NE1/4 Section 21, T11S, R24E, B.M.

8. The rights from which water will be rented are 45-2333A, 45-2524C, 45-7072C, 45-7116A, 45-7161A, 45-7105A, 45-7120B and 45-7358C.

The undersigned renter agrees to pay \$ 3,663 for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement is subject to the provisions of Section 42-1766, Idaho Code.
2. The renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the calendar year.

SCANNED  
JUL 22 2020

3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to the licensed points of diversion and place of use and/or again be available to rent from the bank.
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the rights being rented or if other water rights are injured.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. This rental does not authorize the construction of a well.
9. Use of water under this agreement shall not prejudice any action of the Department in its consideration of the permanent application for transfer filed by the applicant for this same use.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

by \_\_\_\_\_  
for \_\_\_\_\_

-----

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this \_\_\_\_ day of \_\_\_\_\_, 2003.

SCANNED  
JUL 22 2020

\_\_\_\_\_  
KARL J. DREHER, Director  
Department of Water Resources



## State of Idaho

# DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

August 16, 2002

Crystal Vincent  
BARKER, ROSHOLT & SIMPSON  
233 Second St. N, Suite D  
Twin Falls, ID 83301

RECEIVED

AUG 20 2002

Department of Water Resources  
Southern Region

### RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK

Dear Ms. Vincent:

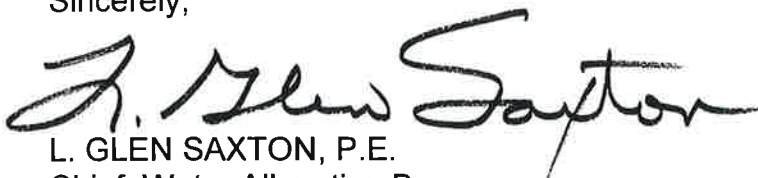
Please find enclosed a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental by Lavel Stoker of 333 Acre Feet of ground water for stockwater and commercial purposes during 2002. Upon receipt of this fully executed agreement, your client is authorized to divert water in compliance with the conditions of water use described in the agreement.

The department has requested the issuance of a state warrant in the amount of \$3,330 as payment for the rental of 333 acre feet of the above referenced water right from the Water Supply Bank ("bank"). The payment will be sent directly to Lavel Stoker.

The return for the rental is based on \$10.00 per acre-foot of water rented. The Controller's office will issue the warrant within the next twenty (20) days.


If you have questions, please feel free to contact me.

Sincerely,



L. GLEN SAXTON, P.E.  
Chief, Water Allocation Bureau

Encl: 1

c:  Cindy Yenter - IDWR  
45-2333A, et al  
Fiscal - Debbie Allen

45-2333A etc.

Before the Idaho Water Resource Board

## WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Lavel Stoker, Wendy Stoker, Brent Stoker and Marla Stoker
2. Address: 707 East 500 South, Burley, ID 83318
3. Source of water: Ground water
4. Volume of water rented: 333 AF Max rate: 1.65 cfs
5. Diversion period: January 1, 2002 through December 31, 2002
6. Use of water: Stockwater/Commercial
7. a) Renter's point of diversion:

Legal description: NE1/4NE1/4 AND SE1/4NE1/4 Section 21, T11S, R24E, B.M.,  
Cassia County

- b) Renter's place of use:

Legal description: W1/2NE1/4 Section 21, T11S, R24E, B.M.

8. The rights from which water will be rented are 45-2333A, 45-2524C, 45-7072C, 45-7116A, 45-7161A, 45-7105A, 45-7120B and 45-7358C.

The undersigned renter agrees to pay \$ 3,663 for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement is subject to the provisions of Section 42-1766, Idaho Code.
2. The renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the calendar year.

3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to the licensed points of diversion and place of use and/or again be available to rent from the bank.
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the rights being rented or if other water rights are injured.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. This rental does not authorize the construction of a well.
9. Use of water under this agreement shall not prejudice any action of the Department in its consideration of the permanent application for transfer filed by the applicant for this same use.

Dated this 8 day of Aug, 2002.

by 

for

Neo Mountain Milk

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 16<sup>th</sup> day of August, 2002.

  
for KARL J. DREHER, Director  
Department of Water Resources



## State of Idaho

### DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

August 2, 2002

Crystal Vincent  
BARKER, ROSHOLT & SIMPSON  
233 Second St. N, Suite D  
Twin Falls, ID 83301

733-0700

RECEIVED

AUG 06 2002

Department of Water Resources  
Southern Region

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK -  
LAVEL STOKER, ET AL**

Dear Ms. Vincent:

Enclosed is a Water Supply Bank Rental Agreement for review and signature by your client. Upon signature and return of the agreement, together with the rental fee described below, the department also will sign the agreement and will 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. As you are aware, this rental is an interim measure by the Stokers to make their water use at an existing dairy comply with state law while the Department is processing a permanent transfer filed by the Stokers.

The rental fee is **\$3,663** and was calculated as \$11.00 per acre-foot times 333 acre feet. A check made payable to the Idaho Department of Water Resources should accompany the signed and returned rental agreement.

Please promptly return the signed agreement and fee to my attention so I can complete the processing. If you have questions, feel free to contact me.

Sincerely,

L. GLEN SAXTON, P.E.  
Chief, Water Allocation Bureau

Encl: 1

c: ✓Cindy Yenter - IDWR  
45-2333A, et al

45-2333A, et al

Before the Idaho Water Resource Board

## WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Lavel Stoker, Wendy Stoker, Brent Stoker and Marla Stoker
2. Address: 707 East 500 South, Burley, ID 83318
3. Source of water: Ground water
4. Volume of water rented: 333 AF Max rate: 1.65 cfs
5. Diversion period: January 1, 2002 through December 31, 2002
6. Use of water: Stockwater/Commercial
7. a) Renter's point of diversion:

Legal description: NE1/4NE1/4 AND SE1/4NE1/4Section 21, T11S, R24E, B.M.,  
Cassia County

- b) Renter's place of use:

Legal description: W1/2NE1/4 Section 21, T11S, R24E, B.M.

8. The rights from which water will be rented are 45-2333A, 45-2524C, 45-7072C, 45-7116A, 45-7161A, 45-7105A, 45-7120B and 45-7358C.

The undersigned renter agrees to pay \$ **3,663** for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement is subject to the provisions of Section 42-1766, Idaho Code.
2. The renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the calendar year.

SCANNED  
JUL 22 2020



3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to the licensed points of diversion and place of use and/or again be available to rent from the bank.
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the rights being rented or if other water rights are injured.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. This rental does not authorize the construction of a well.
9. Use of water under this agreement shall not prejudice any action of the Department in its consideration of the permanent application for transfer filed by the applicant for this same use.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

by \_\_\_\_\_  
for \_\_\_\_\_

---

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
KARL J. DREHER, Director  
Department of Water Resources

Sent to SO 6/21/2002  
**COPY**

Water Supply Bank No. \_\_\_\_\_

Water Right No. \_\_\_\_\_

**STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**

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

**RECEIVED**

**JUN 21 2002**

Department of Water Resources  
Southern Region

Name of Seller/Lessor LAVEL STOKER &/or WENDY STOKER  
BRENT J. STOKER &/OR MARLA STOKER Phone (208) 654-2745

Post office address 707 EAST 500 SOUTH BURLEY ID 83318

**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right as evidenced by: SEE EXHIBIT "A" ATTACHED

a. Decree No. \_\_\_\_\_ Decreed to \_\_\_\_\_  
(Name)  
in case of \_\_\_\_\_ vs \_\_\_\_\_  
dated \_\_\_\_\_ in \_\_\_\_\_ county of \_\_\_\_\_  
(Name of court)

b. License No. \_\_\_\_\_ issued by the Idaho Department of Water Resources.

c. Permit No. \_\_\_\_\_ issued by the Idaho Department of Water Resources.

2. Source of water GROUNDWATER tributary to \_\_\_\_\_

3. Date of priority \_\_\_\_\_

4. Water is used for the following purposes:

amount 18.76 for IRRIGATION purposes from 04/01 to 10/31

amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_

amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_

5. Total amount of water under right: a. 18.76 cubic feet per second  
&/or  
b. 5036.8 acre-feet per annum

6. Location of point of diversion is \_\_\_\_\_ 3 of \_\_\_\_\_ 3 of Section \_\_\_\_\_ Township \_\_\_\_\_

Range \_\_\_\_\_, B.M. in -EXHIBIT "A"- County \_\_\_\_\_

Additional points of diversion, if any \_\_\_\_\_

7. Lands irrigated or place of use: EXHIBIT "A"

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total number of acres to be irrigated \_\_\_\_\_

B. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE (If the entire right is for sale or lease, omit part B.)

1. Amount of water under right: a. 1.65 cubic feet per second

SEE EXHIBIT "B" for \_\_\_\_\_ &/or

BREAKDOWN BY RIGHTS b. 333 acre-feet per annum

2. Point of diversion 3 of 3 of Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_, B.M. in  
SAME AS EXHIBIT "A" County

Additional points \_\_\_\_\_

3. Place of use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S	24E	21	37	18		40				16									111

Total number of acres to be irrigated 111

C. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

1. Explain how the seller /lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right.

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2. Describe the frequency of water use under the right, or portion thereof, during the past 5 years. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture.

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TRANSFER APPROVED IN 1999 ON ALL RIGHTS ATTACHED

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3. Describe the relative availability of water to fill the right, or portion thereof. Attach evidence to support the availability :

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4. Describe any other water rights with the same purpose and place of use as the right, or portion thereof. Will the present place of use continue to receive water from any source? If so, describe.

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NONE

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5. If the water right is a permit, describe the work accomplished toward developing the right.

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N/A

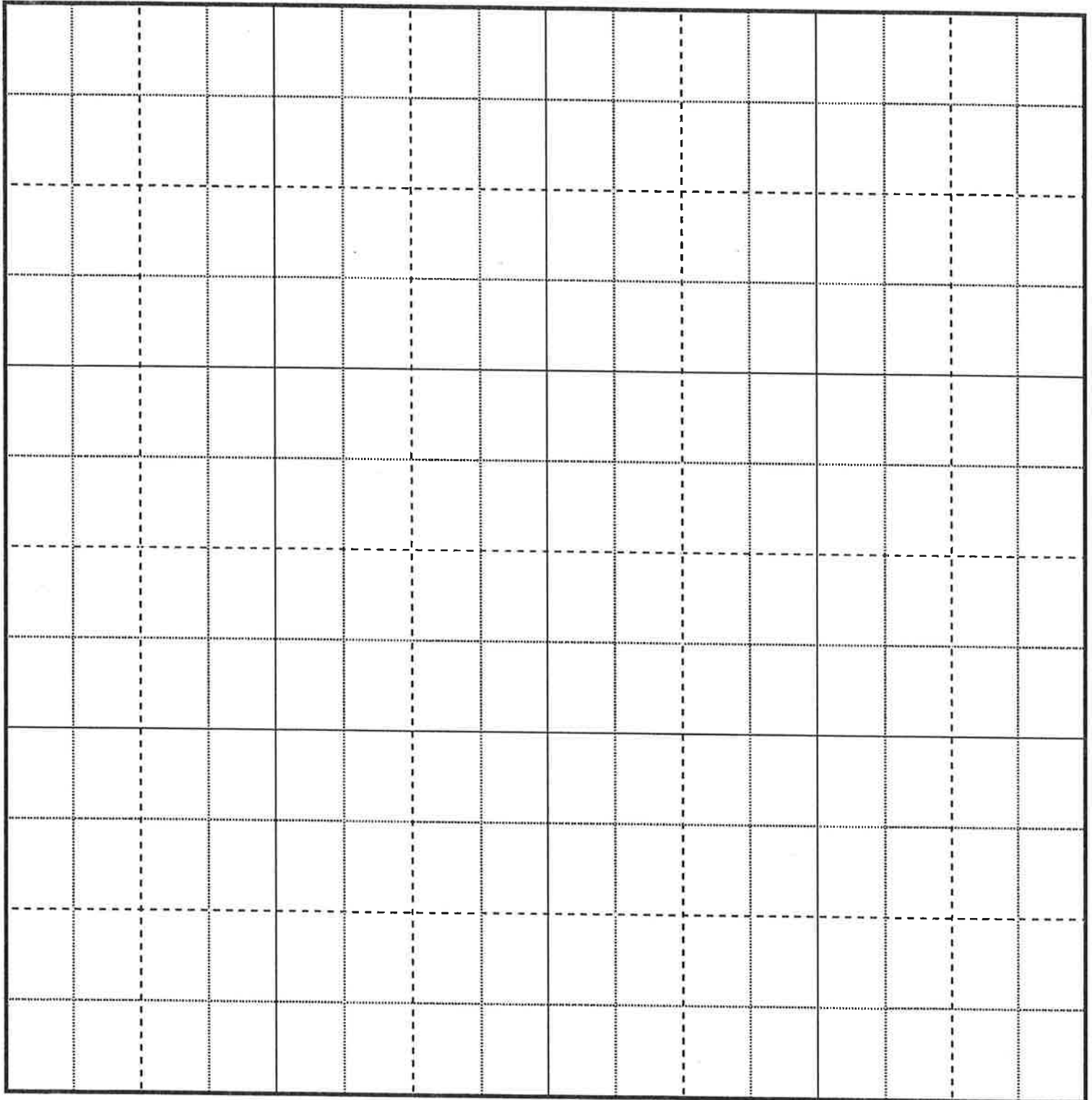
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6. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

7. If the right is included in an ongoing adjudication, a copy of the claim must be provide with this application.

8. Draw a map indicating the point(s) of diversion and place of use of the right, or portion thereof. Show clearly the land involved by section, township and range.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

---

#### D. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

           For sale

X For lease for period from 2002 to 2003  
(Year) (Year)

\_\_\_\_\_ As a gift to the State of Idaho.

2. The minimum payment acceptable to the Seller/Lessor is: (Include the method of determining the minimum payment)

OWNER WISHES TO LEASE BACK HIS OWN WATER FROM THE BANK

3. Payment contingent on subsequent sale or leasing of this right, or portion thereof, is:

\_\_\_\_\_ Acceptable      \_\_\_\_\_ Not Acceptable

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

June 19 02   
(Date) (Signature of applicant)

**FOR DEPARTMENT USE ONLY**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Preliminary check by \_\_\_\_\_

Watermaster recommendation requested on \_\_\_\_\_ Received \_\_\_\_\_

Recommended for \_\_\_\_\_ approval \_\_\_\_\_ denial by \_\_\_\_\_

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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5247  
WATER RIGHT NO(S) . 45-02333A/45-02524C/45-07072C/45-07116A  
45-07161A/45-07105A/45-07120B/45-07358C

This is to certify that: LA VEL STOKER &/OR WENDY STOKER &/OR  
BRENT J STOKER &/OR MARLA STOKER  
707 E 500 S  
BURLEY ID 83318

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 45-02333A :			
IRRIGATION	04/01 to 10/31	1.92 CFS	607.6 AF
Priority: 06/15/1950			
Right No. 45-02524C :			
IRRIGATION	04/01 to 10/31	1.92 CFS	463.2 AF
Priority: 12/27/1960			
	SUBTOTAL:	** 1.92 CFS	814.9 AF **
Right No. 45-07072C :			
IRRIGATION	04/01 to 10/31	4.22 CFS	1226.4 AF
Priority: 11/03/1970			
	SUBTOTAL:		1226.4 AF ***
Right No. 45-07116A :			
IRRIGATION	04/01 to 10/31	1.92 CFS	814.9 AF
Priority: 12/26/1972			
Right No. 45-07161A :			
IRRIGATION	04/01 to 10/31	9.56 CFS	2312.4 AF
Priority: 12/26/1973			
	SUBTOTAL:		2312.4 AF ****
Right No. 45-07105A :			
IRRIGATION	04/01 to 10/31	1.45 CFS	290.0 AF
Priority: 07/31/1972			
Right No. 45-07120B :			
IRRIGATION	04/01 to 10/31	1.43 CFS	540.0 AF
Priority: 01/17/1973			
Right No. 45-07358C :			
IRRIGATION	04/01 to 10/31	1.67 CFS	668.0 AF
Priority: 03/20/1979			
	TOTAL:	***** 18.76 CFS	5036.8 AF *****

EXHIBIT A

## TRANSFER NO. 5247

WATER RIGHT NO(S) . 45-02333A/45-02524C/45-07072C/45-07116A  
45-07161A/45-07105A/45-07120B/45-07358C

SOURCE

GROUNDWATER

LOCATION OF POINT(S) OF DIVERSION:

NWSW , Sec. 14, Township 11S, Range 24E  
SESE , Sec. 16, Township 11S, Range 24E  
NENE , Sec. 21, Township 11S, Range 24E  
NWNW , Sec. 22, Township 11S, Range 24E  
NWNW , Sec. 28, Township 11S, Range 24E  
CASSIA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
11S	24E	14	NESW 40	NWSW 34	SWSW 35	
			SESW 20	NWSE 13	SWSE 3	145
		15	NENE 33	NWNE 40	SWNE 40	
			SENE 39	NENW 40	NWNW 27	
			SWNW 38	SENW 40	NESW 40	
			NWSW 39	SWSW 37	SRSW 39	
			NESE 39	SESE 37		528
		16	SENE 10	NESE 31	SESE 37	78
		21	NENE 37	NWNE 18	SENE 40	
			SENW 16			111
		22	NENE 39	NWNE 39	SWNE 39	
			SENE 33	NENW 39	NWNW 37	
			SWNW 40	SENW 33	NESW 40	
			NWSW 40	SWSW 33	SESW 38	450
		28	NENE 40	NWNE 40	SWNE 40	
			SENE 40			160

Total number of acres irrigated: \* 1472

CONDITIONS OF APPROVAL AND REMARKS

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
2. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
3. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
5. The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.



TRANSFER NO. 5247  
WATER RIGHT NO(S). 45-02333A/45-02524C/45-07072C/45-07116A  
45-07161A/45-07105A/45-07120B/45-07358C

CONDITIONS OF APPROVAL AND REMARKS

- \*\*\*\*\* 6. The total instantaneous diversion of water from all points of diversion under Transfer 5247 shall not exceed 18.76 cfs and a total annual maximum diversion volume of 5036.8 af.
- \* 7. All rights under Transfer 5247 when combined shall not exceed the irrigation of 1259.2 acres within the place of use described above in a single irrigation season.
- \* 8. Right 45-02333A is limited to the irrigation of 151.9 acres in the place of use described above in a single irrigation season.
- \* 9. Right 45-02524C is limited to the irrigation of 115.8 acres in the place of use described above in a single irrigation season.
- \* 10. Rights 45-02333A and 45-02524C when combined shall not exceed a total diversion rate of 1.92 cfs and a total annual diversion volume of 814.9 af.
- \*\* 11. Right 45-07072C is limited to the irrigation of 306.6 acres in the place of use described above in a single irrigation season.
- \* 12. Rights 45-02333A, 45-02524C and 45-07072C when combined shall not exceed a total annual diversion volume of 1226.4 af and the irrigation of 306.6 acres.
- \*\*\* 13. Right 45-07116A is limited to the irrigation of 288.3 acres in the place of use described above in a single irrigation season.
- \* 14. Right 45-07161A is limited to the irrigation of 578.1 acres in the place of use described above in a single irrigation season.
- \* 15. Rights 45-07116A and 45-07161A when combined shall not exceed a total annual diversion volume of 2312.4 af and the irrigation of 578.1 acres.
- \*\*\*\* 16. Right 45-07105A is limited to the irrigation of 72.5 acres in the place of use described above in a single irrigation season.
- \* 17. Right 45-07120B is limited to the irrigation of 135.0 acres in the place of use described above in a single irrigation season.
- \* 18. Right 45-07358C is limited to irrigation of 167.0 acres within the place of use described above in a single irrigation season.

Dated this 12<sup>th</sup> day of March, 1999.

  
Chief, Water Allocation Bureau

(L) 45-2333A	06/15/1950	0.19 CFS/40.20 AFA	STOCK/COM	01/01 – 12/31
(L) 45-2524C	12/27/1960	0.15 CFS/30.60 AFA	STOCK/COM	01/01 – 12/31
(L) 45-7072C	11/03/1970	0.40 CFS/81.15 AFA	STOCK/COM	01/01 – 12/31
(L) 45-7116A	12/26/1972	0.38 CFS/76.20 AFA	STOCK/COM	01/01 – 12/31
(L) 45-7161A	12/26/1973	0.76 CFS/153.0 AFA	STOCK/COM	01/01 – 12/31
(L) 45-7105A	07/31/1972	0.09 CFS/19.20 AFA	STOCK/COM	01/01 – 12/31
(L) 45-7120B	01/17/1973	0.18 CFS/35.70 AFA	STOCK/COM	01/01 – 12/31
(L) 45-7358C	03/20/1979	<u>0.22 CFS/44.16 AFA</u> 1.65 CFS/333.0 AFA	STOCK/COM	01/01 – 12/31

EXHIBIT B

12/99

RECEIVED

JUN 21 2002

Department of Water Resources  
Southern Region

Before the Idaho Water Resource Board

**APPLICATION TO RENT WATER  
FROM THE WATER SUPPLY BANK**

Applicant LAVEL STOKER &/OR WENDY STOKER  
BRENT J. STOKER &/Or MARLA STOKER Phone (208) 654-2745  
Address 707 EAST 500 SOUTH  
City BURLEY State ID Zip Code 83318

**A. DESCRIPTION OF WATER SOUGHT FOR RENTAL**

1. Source of water GROUNDWATER  
which is tributary to \_\_\_\_\_.
2. Maximum volume of water sought 333 AF.
3. Maximum rate of diversion 1.65 cfs.

**B. DESCRIPTION OF USE PROPOSED**

1. Nature of use STOCK/COMMERCIAL
2. Location of point of diversion NE 1/4 NE 1/4 and SE 1/4 NE 1/4, Section 21,  
Township 11S, Range 24E, B.M. CASSIA County.
3. Season of use: From 01/01 to 12/31.
4. Description of diverting works: 2 WELLS  
\* MAIN PMP Pump HP 150 Lift 1000gpm @ 471' head Pump type deepwell turbine  
\* Backup pmp 50 subm  
Canal name, if appropriate \_\_\_\_\_
5. Place of use:
  - a. If water is for irrigation, describe the number of acres to be irrigated by 40-acre tract, section, township and range.

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- b. If water is not for irrigation, describe the nature of the intended use and the place of use.

EXISTING DAIRY

6. Describe any other water rights used for the same purposes as rental water sought under this application.

PORTIONS OF SAME RIGHTS PREVIOUSLY TRANSFERRED TO DAIRY

7. Who owns the property at the point of diversion?

STOKERS, ET AL

8. Who owns the property at the place of use?

STOKERS, ET AL

9. Are you seeking a rental for more than one (1) year? NO

If so, how many years? \_\_\_\_\_

10. Remarks: WATER IS NEEDED PRIOR TO PENDING PERMANENT TRANSFER  
BEING PROCESSED AND APPROVED

June 19, 2002  
Date

[Signature]  
Signature of Applicant

### FOR DEPARTMENT USE ONLY

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Published in \_\_\_\_\_ Pub. dates \_\_\_\_\_

Protests filed by \_\_\_\_\_

Hearing held by \_\_\_\_\_

Action recommended \_\_\_\_\_



State of Idaho

## DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE  
GovernorKARL J. DREHER  
Director

May 16, 2002

LAVEL AND WENDY STOKER  
BRENT AND MARLA STOKER  
707 E 500 S  
BURLEY ID 83318

CERTIFIED MAIL

**RE: WARNING OF EXCESS DIVERSION, Stoker Dairy, Burley**

Dear Water Users:

It has come to my attention that total diversions at your dairy appear to be in excess of your authorizing water rights. I can find no other water rights for commercial use at this location.

The Stoker dairy is operating under water rights which were changed by the approval of Transfer No. 68509 to authorize a combined instantaneous rate of diversion of 0.55 cfs and a total annual diverted volume of 132.8 acre-feet for a commercial dairy. The annual measurement report submitted to the West Water Measurement District (WMD) for 2001 indicates that withdrawals from the dairy well were 418 acre-feet, which is more than three times the authorized water right volume.

A certification test of your McCrometer flow meter, conducted by Corbin Knowles in November 2000, indicated that the meter was operating properly. However, when Mr. Knowles visited your facility in spring 2001, he learned that the meter had been damaged during the installation of an ozone purification unit, and a new meter was to be installed. Butte Irrigation confirmed that you purchased a used McCrometer flow meter from them on 6-9-01. The new meter has not been certified by the WMD. Mr. Knowles visited your facility at the end of 2001 and took an audit reading from the new flow meter.

Your 2001 report does not reflect the installation of a new meter. In fact, the new meter has totalizing units of gallons X 1000, and the old meter used totalizing units of acre-feet X .0001, yet your annual report shows odometer readings in thousands of gallons for the entire year, even though the new meter was not in place the entire year. Because of the discrepancy in information and concern about recorded data for those months when the meter was either not installed or not operable, your 2001 report as filed is not acceptable.

**You must take immediate steps to correct any over-appropriation by taking the following actions:**

- Identify what additional water right covers your withdrawals if our records are not correct;
- Immediately cease diversion of ground water from the well for commercial uses in excess of 132.8 acre-feet annually; and

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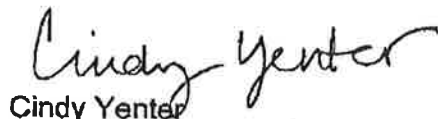
- Immediately contact the ESPA West Water Measurement District Hydrographer to schedule a flow meter examination and calibration test. Your presence is required at this exam to assure that meter information is recorded properly and annual reports are submitted correctly.

***If you are in the process of obtaining another water right or a water right transfer to cover this use or any expanded uses, please be advised that you are not authorized to divert in excess of the above right until the new water right or transfer is approved. To divert water in Idaho not in conformance with a valid water right is illegal. If you do not take immediate steps to correct over-appropriations and reporting deficiencies, the Department of Water Resources will proceed in action against you under the provisions of Idaho Code §42-1701B(5), and §42-351, resulting in the issuance of a Notice of Violation and Cease and Desist Order. Civil penalties for continuing illegal water uses may be up to \$10,000 annually for each violation.***

The 2002 report filed with the West WMD must contain actual monthly odometer readings from your flow meter. All readings should be taken on or about the first of each month. If you are not taking monthly readings, please begin to do so.

Please respond within 10 days of the date of this letter to inform me of the status of your project. You may reach me at 208-736-3033.

Sincerely,



Cindy Yenter  
Sr. Water Resource Agent  
Water Distribution Section

cc: West Water Measurement District  
Tim Luke, IDWR  
Norm Semanko