

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT No. 376**

This is to certify that:

CLEAR SPRINGS FOODS INC  
PO BOX 712  
BUHL, ID 83316-0712

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**

| <b>Water<br/>Right No.</b> | <b>Priority<br/>Date</b> | <b>Source</b> | <b>Diversion<br/>Rate<br/>(CFS)</b> | <b>Diversion<br/>Volume<br/>(AF)</b> | <b>Acres<br/>(AC)</b> | <b>Rate Per<br/>Acre<br/>(CFS/AC)</b> | <b>Volume<br/>Per Acre<br/>(AF/AC)</b> |
|----------------------------|--------------------------|---------------|-------------------------------------|--------------------------------------|-----------------------|---------------------------------------|--|
| 36-16236                   | 9/19/1912                | CLEAR SPRINGS | 0.16                                | 32.0                                 | 8.0                   | 0.02                                  | 4.0                                    |
| <b>Rental Totals</b>       |                          |               | <b>0.16</b>                         | <b>32.0</b>                          | <b>8.0</b>            | <b>0.02</b>                           | <b>4.0</b>                             |

**Term of Rental:** This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2020. 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 2020, whichever occurs last.

**Annual Rental Fee:**

2020: \$640.00

The full fee for the rental of the above-described right(s) is \$640.00 for 2020. The rental fee includes an administrative fee of \$64.00 for 2020.

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

Detailed water right conditions are attached.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT No. 376**

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

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By \_\_\_\_\_  
BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board

Date \_\_\_\_\_

Rental approved by IDWR \_\_\_\_\_

Date \_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT No. 376**

**WATER USE DETAILS**

**LOCATION OF POINT(S) OF DIVERSION**

CLEAR SPRINGS      Gov't Lt 5 (SESENE)      Sec. 2, Twp 09S, Rge 14E,      GOODING County

**BENEFICIAL USE**  
IRRIGATION

**DIVERSION RATE**  
0.16 CFS

**VOLUME**  
32.0 AF

**SEASON OF USE**

**Water Right No.**                      **From**                      **To**  
36-16236                                  3/15                      11/15

**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 |        |
| 09S | 14E | 1   |    |    |    |    |    |    | 4.2<br>L5<br>0.8<br>L12 |    |    | 3.0<br>L12 |    |    |    |    |    |    | 8.0    |

Total Acres: 8.0

**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. Rights 36-16237 and 36-8329 are also diverted through the point of diversion described above.
10. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT No. 376**

11. Use of water under this agreement may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
12. 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 filed headgate for irrigation of the lands above.
13. Prior to diversion of water under this right, the right holder shall install a lockable device, subject to the approval of the Department, in a manner that will provide the watermaster suitable control of the diversion.
14. When notified by the Department, the right holder shall install and maintain a measuring device of a type acceptable to the Department as part of the diverting works.

STATE OF IDAHO  
WATER RESOURCE BOARDAPPLICATION TO RENT WATER  
FROM THE BOARD'S WATER SUPPLY BANK

RECEIVED

DEC 02 2019

DEPARTMENT OF  
WATER RESOURCESApplicant Name: Clear Springs Foods, Inc.

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](http://idwr.idaho.gov/water_supply_bank).

## MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

Yes

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

- 2 ☒ 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 ☐ ☒ Detailed information on a proposed use of rental water
- 3F ☐ ☒ Authorization from the owner/operator of the rental point(s) of diversion
- 3H ☒ ☐ Water modeling to account for the impacts of the rental request
- 3J ☒ ☐ Documents justifying a rate of flow greater than 0.02 cfs/acre
- 3K ☐ ☒ Authorization from the owner/operator of the property at the proposed rental place(s) of use
- 4B ☒ ☐ Explanation of how the rental water will sufficiently accomplish your rental purposes
- 4C ☒ ☐ Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)

36-16236

1510

**STATE OF IDAHO  
WATER RESOURCE BOARD**

**Application to Rent Water (Continued)**

**1. CONTACT INFORMATION**

A. Applicant Clear Springs Foods, Inc.

Mailing Address P.O. Box 712 Buhl ID 83316  
Street City State Zip Code  
 Email Address ty.popplewell@clearsprings.com Phone Number (208) 543-4316

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 \_\_\_\_\_ Professional Title \_\_\_\_\_  
 Organization \_\_\_\_\_ Relationship to Applicant \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

**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**:

Irrigation of eight (8) acres for lawn and shrubbery.

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

| Desired Rate<br>(Cubic Feet/Second) | Desired Volume<br>(Acre-Foot) | Minimum Rate*<br>(Cubic Feet/Second) | Minimum Volume*<br>(Acre-Foot) | Desired Acres<br>(if applicable) |
|-------------------------------------|-------------------------------|--------------------------------------|--------------------------------|----------------------------------|
| 0.16 CFS                            | 32.0 AF                       | CFS                                  | AF                             | 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<br>(month/day/year) | Latest Possible Start Date<br>(month/day/year) | *Mark Desired Rental Duration<br>(Calendar Years) |                            |                            |                            |                                       | **Applicant's preference if rental application cannot be processed prior to the latest possible start? |  |
|--|--|---|----------------------------|----------------------------|----------------------------|---------------------------------------|--|--|
| 03/15/2020                             | 04/01/2020                                     | <input type="checkbox"/> 1                        | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 5 | <input checked="" type="checkbox"/> Process application as soon as possible                            | <input type="checkbox"/> Return application to applicant |

\* 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):

Irrigation pump

- 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 |
|-----------------|---------------|---|
| Spring water    | Clear Springs |   |
|                 |               |   |
|                 |               |   |
|                 |               |   |

*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 8.0 (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:

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<br>(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) |
| 36-16236   | Irrigation    | 0.16                 | 32.0        | 8.0        |  | 0.16                             | 32.0        | 8.0        |
|  |               |                      |             |            |  |                                  |             |            |
|  |               |                      |             |            |  |                                  |             |            |
|  |               |                      |             |            |  |                                  |             |            |
|  |               |                      |             |            |  |                                  |             |            |
|  |               |                      |             |            |  |                                  |             |            |
|  |               |                      |             |            |  |                                  |             |            |
|  |               |                      |             |            |  |                                  |             |            |
| <b>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</b> |               |                      |             |            | <b>TOTAL</b>   | 0.16                             | 32.0        | 8.0        |
|  |               |                      |             |            |  | <b>CFS</b>                       | <b>AF</b>   | <b>AC</b>  |

*\*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:

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- 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:

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- 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.

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- D. Additional Information

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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.

Ty Popplewell  
Signature of Applicant

Ty Popplewell  
Printed Name of Applicant

11/29/2019  
Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Date

Mail to:

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

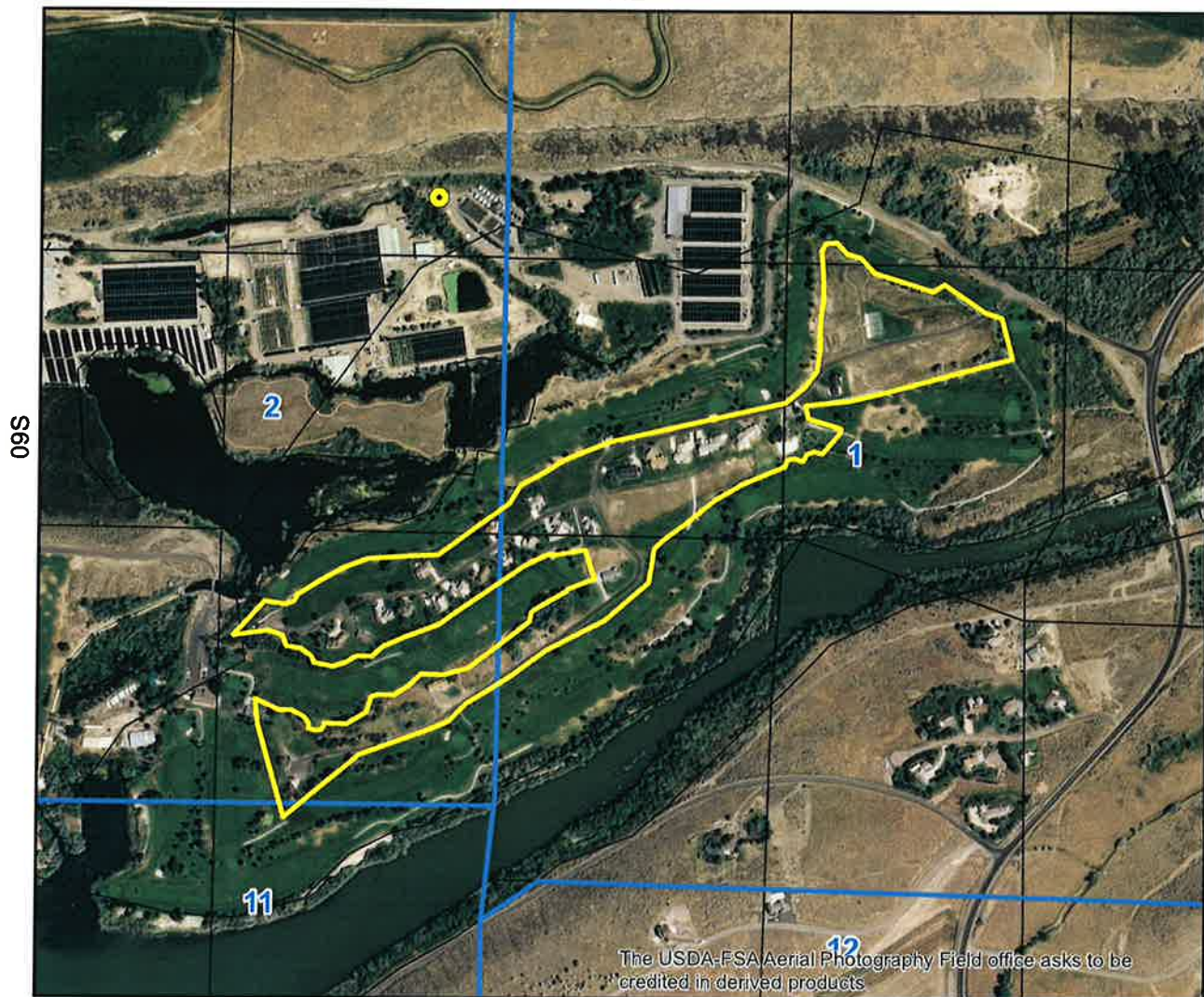
State of Idaho  
Department of Water Resources






**Water Right**  
**36-16236**

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

14E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.1 0.2 0.4 Miles





## Clear Springs Foods

Write a description for your map.

### Legend

POD



Attachment 34

## EXCHANGE OF WATER RIGHTS AGREEMENT

This Exchange Agreement ("Agreement") is made and entered into this 20<sup>th</sup> day of July, 2005, by CLEAR SPRINGS FOODS, INC. ("Clear Springs Foods") that is a party to, beneficiary, or holder of interest in water right 36-02703 and CLEAR LAKE RANCH PUD MASTER ASSOCIATION, INC. ("Clear Lake Ranch") that is a party to, beneficiary, or holder of interest in water right 36-4148 A.

### RECITALS:

- A. Clear Springs Foods holds fish propagation water right 36-2703 dated Nov. 23, 1933 for 40 cubic feet per second (cfs) diverted from Clear Springs.
- B. Clear Lake Ranch holds an irrigation water right 36-04148 A dated Sept. 9, 1912 for 1.5 cfs diverted from Clear Springs of which 0.6 cfs has been sold to Clear Lake Country Club and for which a transfer application (71435) has been received by the Idaho Department of Water Resources dated Aug. 5, 2004.
- C. Clear Lake Ranch holds water right 36-8329 dated June 2, 1987 for 1.5 cfs diverted from Clear Springs of which 1.5 cfs is for fire protection, 0.7 cfs is for domestic residential use and 0.2 cfs is for commercial use.
- D. Clear Springs Foods made a water delivery call May 2, 2005 in which Clear Lake Ranch water right 36-8329 is junior and potentially subject to curtailment.
- E. Clear Springs Foods holds water right 36-07148 dated Jan. 1, 1971 for 1.67 cfs diverted from Clear Springs of which 0.8 cfs was, prior to adjudication, for commercial use but subsequent to adjudication is for fish propagation and domestic use only. Clear Springs Foods irrigates approximately 8 acres of visitor center grounds and shrubbery but does not have a decreed water right for irrigation.
- F. It is to the mutual benefit of the parties hereto that an exchange agreement be formalized that ensures the right of Clear Lakes Ranch to divert water from Clear Springs to satisfy their 0.7 cfs domestic residential use and 0.2 cfs for commercial use and further that the exchange agreement ensure the right of Clear Springs Foods to divert water from Clear Springs to satisfy their need to irrigate approximately 8 acres of visitor center grounds and shrubbery.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Exchange:** Clear Springs Foods hereby subordinates 0.9 cfs of their water right 36-2703 to Clear Lake Ranch for domestic residential and commercial use under water right no. 36-8329, in exchange for Clear Lake Ranch's lease of 0.16 cfs of their water right 36-04148 A to Clear Springs Foods for irrigation use. The parties to this Agreement acknowledge that Clear Springs' subordination identified herein constitutes adequate

consideration and payment for Clear Lakes Ranch's lease of water. Further, the parties agree that upon signing of this Agreement Clear Springs Foods shall submit this Agreement to the Watermaster for Water District 130 for approval in order to avoid administration of Clear Lake Ranch's water right. Clear Lake Ranch shall notify the Watermaster of the lease of 0.16 cfs of water right 36-04148 to Clear Springs Foods and ensure that any necessary submittals are made to the State for approval of the lease. This Agreement and the parties' obligations shall be subject to the above approvals required, if any.

2. **Term:** The term of this Agreement shall continue from year-to-year until both parties agree in writing to terminate said Agreement.
3. **Counterparts.** This Agreement may be executed in counterparts and as executed shall constitute one agreement binding on the parties hereto, even though the parties do not sign the original or the same counterpart.
4. **Entire Agreement.** This Agreement shall be the whole and only agreement with regards to the subordination of water rights held by Clear Springs Foods and lease of water right held by Clear Lake Ranch.
5. **Idaho Law.** This Agreement is governed by Idaho law, irrespective of its choice of law principles.
6. **Binding Effect.** This Agreement shall be binding on Clear Springs Foods and Clear Lake Ranch, and their respective heirs, legal representatives, successors and assigns.
7. **Severability; Waivers.** If any part of this Agreement is not enforceable, the remainder of the Agreement shall be void.
8. **Headings.** Article and paragraph headings are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.
9. **Notices.** Any notice, request, tender, demand, delivery, approval or other communication provided for, required, or arising under this Agreement shall be in writing and, unless sooner actually received, shall be deemed delivered three (3) business days after deposit in the United States mail, certified with receipt requested, postage prepaid, and addressed to the party as follows:

To Clear Springs:

Clear Springs Foods, Inc.  
Attention: Chief Executive Officer  
P.O. B. 712  
Buhl, Idaho 83316

To Clear Lake Ranch

Clear Lake Ranch PUD Master  
Association, Inc.  
Attention: President  
307 Clear Lake Lane  
Buhl, Idaho 83316

IN WITNESS WHEREOF the parties hereunto set their hands the day and year first above written pursuant to resolutions of their respective boards of directors authorizing executing of this agreement.

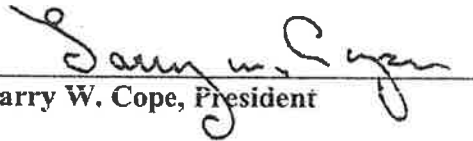
CLEAR LAKE RANCH PUD MASTER ASSOCIATION, INC.

By



CLEAR SPRINGS FOODS, INC.

By



Larry W. Cope, President

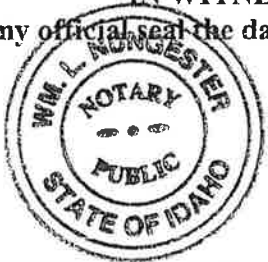
STATE OF IDAHO

County of Twin Falls

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On the 17 day of July, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ronald L Brown, known or identified to me to be the President, respectively, of Clear Lake Ranch PUD Master Association, Inc., an Idaho Corporation, who subscribed said corporate name to the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Wm. L. Nungesser  
NOTARY PUBLIC FOR Idaho  
Residing at Buhl, ID

STATE OF IDAHO

County of Twin Falls

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On the 20<sup>th</sup> day of July, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LARRY W. COPE, known or identified to me to be the President of CLEAR SPRINGS FOODS, INC., an Idaho corporation, who subscribed said corporate name to the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Mavis Easterday  
NOTARY PUBLIC FOR Idaho  
Residing at Buhl, ID





State of Idaho

**DEPARTMENT OF WATER RESOURCES**

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: [idwr.idaho.gov](http://idwr.idaho.gov) • Email: [idwrinfo@idwr.idaho.gov](mailto:idwrinfo@idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

March 4, 2020

CLEAR SPRINGS FOODS INC  
PO BOX 712  
BUHL, ID 83316-0712

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO(S). 36-16236, AGREEMENT 376**

Dear Renter:

Please find enclosed a receipt in the amount of **\$640.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 640 acre-feet of water for irrigation of 160 acres. 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.

The enclosed agreement has been modified to correct formatting abnormalities. The content of the rental application has not changed.

Pursuant to the Water Supply Bank Rules, 90% or \$576.00 of the rental fee will be paid to the lessor(s) and 10% or \$64.00 will be retained by the Department to offset administrative costs.

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

Sincerely,

Water Supply Bank

Enclosures: Receipt No. C108232  
Rental Agreement (copy)

c: Corey Skinner – IDWR Southern Region  
Nathan Erickson – Water District 130





State of Idaho

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BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

January 9, 2020

RECEIVED  
JAN 16 2020  
DEPARTMENT OF  
WATER RESOURCES

CLEAR SPRINGS FOODS INC  
PO BOX 712  
BUHL, ID 83316-0712

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NOS. 36-16236, AGREEMENT 376

\*\*\*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.

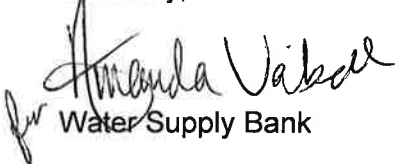
A rental fee of \$640.00 was calculated based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 32.0 acre-feet.

**Please send a check for \$640.00** made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, 90% or \$576 of the rental fee will be paid to the lessor(s) and 10% or \$64.00 will be retained by the Department to offset administrative costs.

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

Sincerely,

  
for Water Supply Bank

Enclosure

c: IDWR Front Desk





State of Idaho

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BRAD LITTLE  
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January 9, 2020

CLEAR SPRINGS FOODS INC  
PO BOX 712  
BUHL, ID 83316-0712

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NOS. 36-16236, AGREEMENT 376**

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

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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.

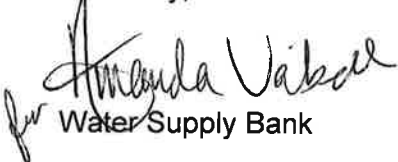
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If you have any questions, please contact this office at [bank@idwr.idaho.gov](mailto:bank@idwr.idaho.gov) or (208) 287-4800.

Sincerely,

  
for Water Supply Bank

Enclosure

c: IDWR Front Desk

## MEMORANDUM FOR AGREEMENT # 376

**To:** Water Right(s) 36-16236  
**From:** Alex Dalglish  
**Date:** 12/17/19  
**Re:** Review & Analysis of Application to Rent Water from the State Water Supply Bank

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**PURPOSE/NARRATIVE:** The Department received a rental application from Clear Springs Foods Inc. (Foods) on December 2, 2019. Foods requests to rent water right 36-16236 for a period of 5 years, through 2024. This rental is a renewal of prior 5 year terms from 2010 to 2014 and 2015 through 2019. The rental application proposes to use right 36-16236 for the irrigation of 8.0 acres of lawn and shrubbery.

On 12/3/19, the Department emailed the applicant informing them that the lease of right 36-16236 will expire at the end of 2020. Therefore, the rental by Foods will be approved only for the 2020 year to agree with the lease.

Another email was sent to the applicant on 12/12/19 requesting a map showing where the rented water would be applied.

Upon further review of the application, it was also unclear where exactly Foods intends to divert the rented water. I emailed the applicant on 12/13/19 requesting clarification to the rental POD. The applicant provided maps clarifying the rental POU as well as the POD by email on 12/13/19.

An exchange agreement between Clear Lake Ranch PUD Master Assn Inc. (Ranch) and Foods was included with the rental application. Through the agreement, both Ranch and Foods exchange portions of their water rights to assist in desired irrigation and domestic needs by both parties. Ranch owns irrigation right 36-16236 and right 36-8329 for fire protection, domestic and commercial use. Meanwhile, Foods owns right 36-2703 for fish propagation.

Under the agreement, Ranch leases 0.16 cfs from 36-16236 into the Bank in exchange for Foods offering up 0.9 cfs from right 36-2703 towards right 36-8329.

Rights 36-2703 and 36-8329 are used at different locations for different purposes and their POD's are approximately 67 feet apart. As noted in the previous rental review memo, it is unclear how Ranch is receiving 0.9 cfs from Foods. Even though I could not find any records of a transfer, exchange or lease for this portion of the exchange agreement, it is part of a private agreement between Foods and Ranch. The Department will not pursue matters pertaining to the exchange agreement.

**AUTHORITY TO FILE:** The application was signed by Ty Popplewell. A search of the Idaho Secretary of State website lists Mr. Popplewell as a registered agent for Foods. Irrigation use will occur at common vegetation areas at the rental POU. According to Department records, the rental POU and POD are located on property owned by Foods. There are no concerns about the ownership of the leased right or the property at the rental POU/POD.

**WATER RIGHT VALIDITY:** Water right 36-16236 is used for irrigation by Ranch. In February 2006, transfer # 71435 split right 36-4148A into 36-16236 and 36-16237. Under right 36-16236, 44.7 acres can be irrigated at .9 cfs. Aerial imagery from the last 5 years indicates at least 8 acres within the POU for right 36-16236 has not been irrigated. The lessor appears to be in compliance with their lease. There are no concerns with validity of the requested right to be rented.

**INJURY TO OTHER WATER RIGHTS:** The rental proposes to divert water through the existing POD used by right 36-16236. With no change in the POD location, injury to other water rights should be prevented. The POD is also used by right 36-12637 and 36- 8329. Right 36-16237 is owned by Clear Lake Country Club and is used for irrigation of 90 acres. Ownership and use of right 36-8329 is discussed near the beginning of the memo. Injury to other water rights does not seem apparent.

**ENLARGEMENT OF USE:** The rental of water from right 36-16236 has occurred for at least the last 10 years. North Side Canal Co. LTD owns multiple overlapping irrigation rights at the rental POU but these rights are not pertinent to the rental POU. As mentioned above regarding water right validity, within the authorized POU for right 36-16239, there are 8 or more acres that have clearly not been irrigated. There are no concerns with enlargement of right 36-16236.

**LOCAL PUBLIC INTEREST:** Review staff has no information to suggest this application is inconsistent with the local public interest.

**BENEFICIAL USE/CONSERVATION OF WATER RESOURCES:** The rental appears consistent with the conservation of water resources in Idaho.

**DEPARTMENT STAFF OR WATERMASTER COMMENTS:** The location for the rental POD is subject to Water District # 130. Comments were requested from watermaster Nathan Erickson and Southern Region on 12/13/19. The watermaster replied on 12/17/19 with no concerns.

## Dalgleish, Alex

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**From:** Erickson, Nathan  
**Sent:** Tuesday, December 17, 2019 4:44 PM  
**To:** Dalgleish, Alex; Skinner, Corey  
**Subject:** RE: WSB Rental 1510

Alex,

I see no issues with this rental for Clear Springs Foods.

Nathan

**From:** Dalgleish, Alex  
**Sent:** Friday, December 13, 2019 12:29 PM  
**To:** Erickson, Nathan <Nathan.Erickson@idwr.idaho.gov>; Skinner, Corey <Corey.Skinner@idwr.idaho.gov>  
**Subject:** WSB Rental 1510

Good afternoon gentlemen,

I am processing a rental application #1510 from Clear Springs Foods Inc. Please see the attached documents and submit any comments within 7 days, by December 20<sup>th</sup>. If I do not hear from you by that date, I will assume that you have no objection to, concerns about, or conditions pertaining to the approval of the rental agreement.

Also, the rental is using the same POD authorized under leased right 36-16236. Accordingly, no move map is necessary.

Thank you,

Alex Dalgleish  
Water Resource Agent  
Phone (208) 287-4913  
[alex.dalgleish@idwr.idaho.gov](mailto:alex.dalgleish@idwr.idaho.gov)

## Dalgleish, Alex

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**From:** Dalgleish, Alex  
**Sent:** Friday, December 13, 2019 11:34 AM  
**To:** 'Ty Popplewell'  
**Subject:** RE: Water Supply Bank Rental 1510 POD Location

Ty,

Thank you for the quick responses. I will contact you if further questions arise during processing.

Best,

Alex Dalgleish  
Water Resource Agent  
Phone (208) 287-4913  
[alex.dalgleish@idwr.idaho.gov](mailto:alex.dalgleish@idwr.idaho.gov)

**From:** Ty Popplewell [mailto:ty.popplewell@clearsprings.com]  
**Sent:** Friday, December 13, 2019 11:31 AM  
**To:** Dalgleish, Alex <Alex.Dalgleish@idwr.idaho.gov>  
**Cc:** Jeff Jermunson <jeff.jermunson@clearsprings.com>; Tami Swarner <tami.swarner@clearsprings.com>  
**Subject:** RE: Water Supply Bank Rental 1510 POD Location

Alex,

In reference to your inquiry and question below and per the second attachment provided (Rental 1510 POD Options), note that the diversion should occur at point/location labeled "POD #2."

Thanks.

Ty



**Ty Popplewell**  
Controller, Clear Springs Foods  
P: 208-543-3440 | F: 208-543-5608 | M: 208-308-2341  
E: [ty.popplewell@clearsprings.com](mailto:ty.popplewell@clearsprings.com) | W: [clearsprings.com](http://clearsprings.com)  
A: PO Box 712, 1500 E 4424 N, Buhl, Idaho 83316



**From:** Dalgleish, Alex <[Alex.Dalgleish@idwr.idaho.gov](mailto:Alex.Dalgleish@idwr.idaho.gov)>  
**Sent:** Friday, December 13, 2019 11:04 AM  
**To:** Ty Popplewell <[ty.popplewell@clearsprings.com](mailto:ty.popplewell@clearsprings.com)>  
**Subject:** Water Supply Bank Rental 1510 POD Location

Mr. Popplewell,

After further review of the rental application I am also unclear where Clear Springs Foods would like to divert water exactly. A map was provided with the application showing the point of diversion but there are numerous existing points of diversion around the point on your map. Thus, I cannot accurately determine which point you wish to divert from.

I have attached the map provided with the application as well as another map showing the surrounding points of diversion. I have labeled the points "POD # 1" and "POD # 2" and listed the associated water rights which divert from each point.

Please contact me with any related questions or comments.

Thank you,

Alex Dagleish  
Water Resource Agent  
Phone (208) 287-4913  
[alex.dagleish@idwr.idaho.gov](mailto:alex.dagleish@idwr.idaho.gov)





## Dalgleish, Alex

---

**From:** Ty Popplewell <ty.popplewell@clearsprings.com>  
**Sent:** Friday, December 13, 2019 11:13 AM  
**To:** Dalgleish, Alex  
**Cc:** Jeff Jermunson; Tami Swarner  
**Subject:** RE: Bank Rental 1510 Additional Information Needed  
**Attachments:** Rental Water POD and Irrigation Map (12-13-19).pdf

Alex,

Attached is a map of the proposed irrigation plot. The land encompasses the Company's land around the Snake River Farm and Research and is only a total of eight (8) acres. The original map that was included with the application was confusing; it noted and outlined the land where the water is being leased from (and not where it will be utilized). Apologize for the confusion and oversight.

Thanks.

Ty



### Ty Popplewell

Controller, Clear Springs Foods

P: 208-543-3440 | F: 208-543-5608 | M: 208-308-2341  
E: ty.popplewell@clearsprings.com | W: clearsprings.com  
A: PO Box 712, 1500 E 4424 N, Buhl, Idaho 83316



**From:** Dalgleish, Alex <Alex.Dalgleish@idwr.idaho.gov>  
**Sent:** Thursday, December 12, 2019 4:03 PM  
**To:** Ty Popplewell <ty.popplewell@clearsprings.com>  
**Subject:** Bank Rental 1510 Additional Information Needed

Mr. Popplewell,

I am beginning to review the rental application you submitted on behalf of Clear Springs Foods, Inc. Included with the application is a map showing the place of use for right 36-16236. I have attached this map for your reference. The area outlined on the map represents approximately 45.3 acres.

Please provide a map showing where Clear Springs Foods would like to use the 8 acres from leased right 36-16236.

Thank you

Alex Dalgleish  
Water Resource Agent  
Phone (208) 287-4913  
[alex.dalgleish@idwr.idaho.gov](mailto:alex.dalgleish@idwr.idaho.gov)

## Clear Springs Foods

Write a description for your map.

### Legend

POD

POD

Clear Lake Rd

Google Earth

Clear Lake

©2018 Google

Mollycote Trail

700 ft

N



## Buyer, Remington

---

**From:** Ty Popplewell <ty.popplewell@clearsprings.com>  
**Sent:** Wednesday, December 4, 2019 8:25 AM  
**To:** Buyer, Remington  
**Subject:** RE: Water Supply Bank Rental Application 1510

Thank you for the update and information, Remington.

Ty



### Ty Popplewell

Controller, Clear Springs Foods

P: 208-543-3440 | F: 208-543-5608 | M: 208-308-2341  
E: ty.popplewell@clearsprings.com | W: clearsprings.com  
A: PO Box 712, 1500 E 4424 N, Buhl, Idaho 83316



**From:** Buyer, Remington <Remington.Buyer@idwr.idaho.gov>  
**Sent:** Tuesday, December 3, 2019 4:30 PM  
**To:** Ty Popplewell <ty.popplewell@clearsprings.com>  
**Subject:** Water Supply Bank Rental Application 1510

Hi Ty,

The Department of Water Resources received a new rental application (Number 1510) from Clear Springs Foods, for the irrigation of 8 acres, per the ongoing exchange of water rights between Clear Springs Foods and Clear Lake Ranch. Please know, the Clear Lake Ranch lease of water right 36-16236 will expire at the end of 2020. As such, we can only approve rental application 1510 for one year, through 2020, to coincide with the expiration of the water lease.

If Clear Lake Ranch and Clear Springs Foods desire to continue the water right exchange agreement through future Water Supply Bank water right leases and rentals after 2020, then Clear Lake Ranch should submit a new lease application, to lease their water right into the Bank for an additional number of years, to commence in 2021. Once a new lease of water right 36-16236 is accepted into the Water Supply Bank, Clear Springs Foods can request a rental of water right 36-16236 beyond 2020.

No action is required from you at this time, however I wanted to provide you with this explanation as to why we would be presenting Clear Springs Foods with a one year rental, for 2020.

Please let me know if you have any questions,

### Remington Buyer

Water Supply Bank Coordinator  
Idaho Department of Water Resources  
322 East Front Street, Boise, ID, 83720  
T: (208) 287-4918 | F: (208) 287-6700