

RECEIVED

JUN 15 2016

DEPARTMENT OF
WATER RESOURCES

**This is to certify that: BURUSCO FARMS
2445 W 1700 S
ABERDEEN ID 83210
(208)397-4534**

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

Summary of Water Rights or Portions Rented from the Bank

Water Right	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Total Rented Acres
35-4189	11/14/1960	GROUND WATER	NA	0.26 cfs	189.0 af	NA

Annual Combined Rental Totals

0.26 cfs 189.0 af NA

Term of Rental: This rental is in effect from the day the Idaho Water Resource Board signs the rental agreement and shall be in effect until December 31, 2016.

Rental Fee: \$ 3,213.00

The fee for rental of the above-described water is \$3,213.00 per year. Ten percent (\$321.30) will be retained by the Department to offset administrative costs, and the remainder will be paid to the lessor(s).

No administrative fees will be refunded once the fee is collected.

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

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

John Burusco Partner
Printed Name and Title*

06-10-2016
Date


Signature of Renter

Robert Burusco Partner
Printed Name and Title*

06-10-2016
Date

*Please provide title of signatory 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 06/15/2016

Rental Approved by IDWR 

Date 6-15-2016

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SW¼SW¼NW¼	Sec. 25	Twp 05N	Rge 31E	BINGHAM County
GROUND WATER	NE¼SW¼SW¼	Sec. 25	Twp 05N	Rge 31E	BINGHAM County
GROUND WATER	NW¼NW¼NW¼	Sec. 25	Twp 05N	Rge 31E	BINGHAM County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/15 TO 11/01

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	31E	25					1.0	35.0	39.0	4.0	40.0	39.0	40.0	40.0					238.0
05S	31E	36					11.0	3.0											14.0

Total Acres: 252.0

CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

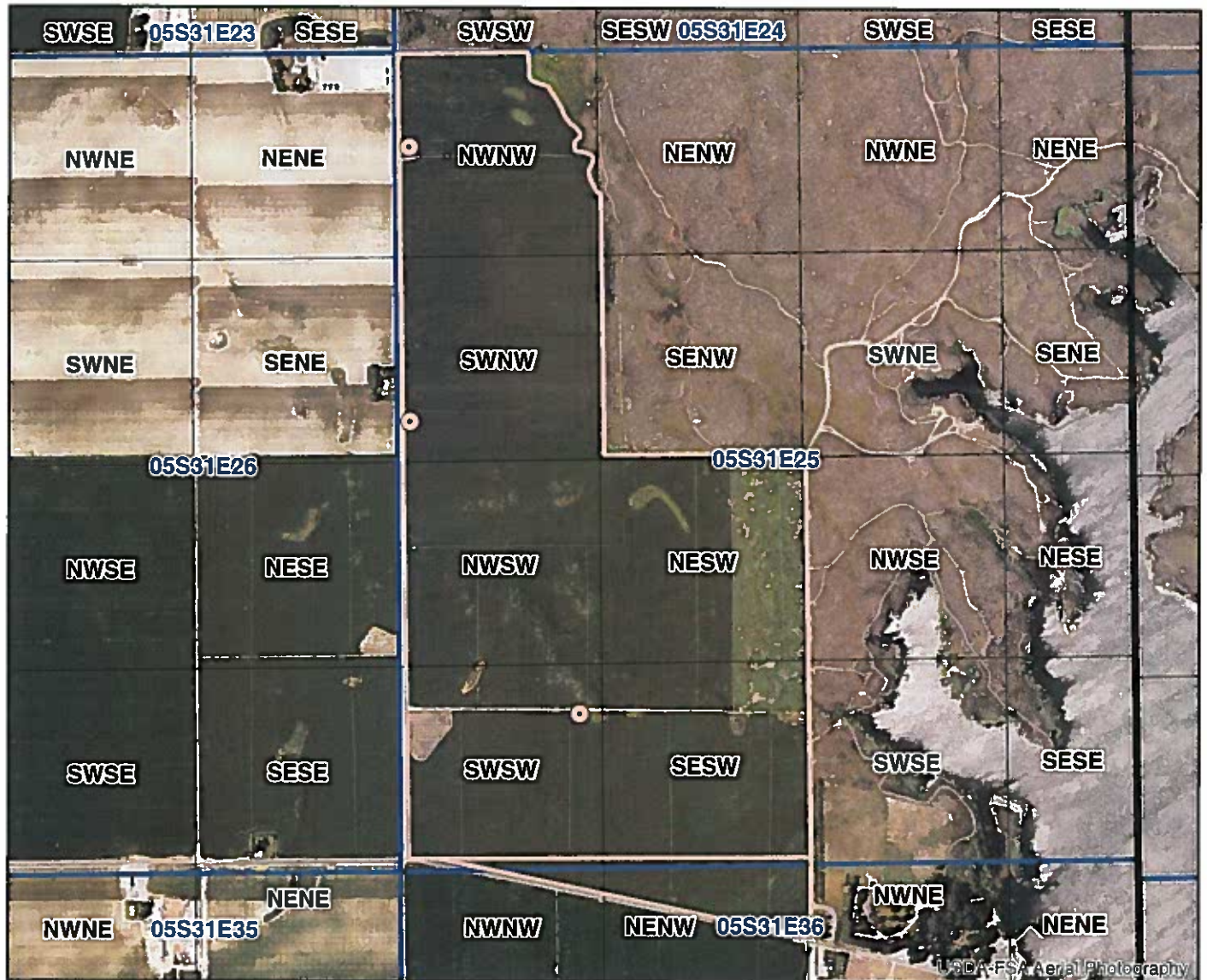
11. This rental agreement does not authorize the construction of a well.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. Use of water under this agreement will be 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. 120.
14. The following rights are diverted through point(s) of diversion described above: 35-4095.
15. Right 35-4095 and this rental are limited to 1,008.0 af.



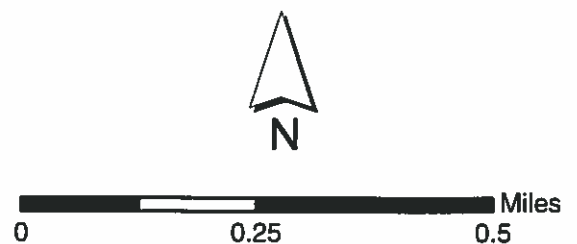
Idaho Water Resource Board Water Supply Bank Rental Agreement

Effective until December 31, 2016

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



- Authorized Rental Point of Diversion
- Authorized Rental Place of Use
- Townships
- PLS Sections
- Quarter Quarters



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

RECEIVED

MAR 11 2015

DEPARTMENT OF
WATER RESOURCESApplicant Name: Burusco Farms

Is this application being submitted with a lease application as a lease/rental package?

Yes ☒ No ☐

If yes, specify companion water rights in Section 4

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

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

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

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

MINIMUM REQUIREMENT CHECKLIST

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

Yes

- ☒ 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)

35-4189

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant _____

Mailing Address 2445 W. 1700 S. Aberdeen, ID 83210

Street City State Zip Code

Email Address _____ Phone Number 208-397-4534

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 Greg Sullivan Professional Title Engineer

Organization Brockway Engineering Relationship to Applicant Consultant

Mailing Address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301

Email Address greg.sullivan@brockwayeng.com Phone Number 208-736-8543

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:

The rental will provided additional volume of water to these fields for the 2016 irrigation season. No addition cfs is proposed to be rented because the of existing water rights.

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

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
CFS	189.0 AF	CFS	189.0 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 (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
8/1/2016	10/1/2016	☒ 1	☐ 2	☐ 3	☐ 4	☐ 5	☒ Process application as soon as possible	☐ 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):

Existing wells, mainlines and delivery system.

- 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
05S 31E 25 SWSWNW	Ground Water	35-4095
05S 31E 25 NESWSW	Ground Water	35-4095
05S 31E 25 NWNWNW	Ground Water	35-4095

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 _____ (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:

35-4095 Additional volume of water is needed to ensure that 2016 potatoes crop has sufficient water.

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☒ No ☐

If yes, specify below the elements of the water rights you are requesting to rent. If no, continue to Question 4B.

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

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

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
35-4189	Commercial		752.7			0	189.0	0
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL		189.0	
						CFS	AF	AC

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

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

The rented water is intended to supplement the existing irrigation water rights on the property.

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:

The portion of 35-4189 that is being offered for lease is a 100% consumptive and is being rented to provide supplemental volume.

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:

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental?

If yes, describe:

Yes ☐ No ☒

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV?

Yes ☐ No ☒

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

- D. Additional Information

DECLARATION

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

Burusco Farms by John Burusco
Signature of Applicant

Burusco Farms by John Burusco
Printed Name of Applicant

02-16-2016
Date

Signature of Representative

Printed Name of Representative

Date

Mail to:

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



BURUSCO FARM
WATER BANK RENTAL FIELDS 3,4,5 -2016
NAIP 2015 AERIAL

- Legend
- Fields
 - WSBR_POU_3,4,5
 - WR_POD
 - twtnshp
 - first
 - last

0 255 510 1,020 Feet

Total Reach Depletion Impacts

One-Way Analysis of Independent Transfers

Transfer 1:

John Burison Field 2, 4 and 5 Rental

WR No.	Div. Rate (CFS)	Con. Vol. (AFS)	No. of Irr Acres	Priority Date	POD Location	Dedicated Vol AFS/ AFT	Model Node
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Transfer 1: Proposed Steady State Impacts following Transfer

Transfer: Worst Case Transient State Impacts following Transfer

AF/T	00	00	00	000	00	00	00	00	00	00	00
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100.0%	Pre-88	189.0 AFA
100.0%	Post-88	189.0 AFA

Impact by Ranch (AF/Treatment)

Ashton to Ramburg	Hesse to Shallou	Shallou to Hr Bickl	Hr Bickl To Newley	Newley to Minniska	Dev. Wtl To Burl	Burl to 1000 Spr	1000 Spr	1000 Spr to Maled	Maled to Bancroft
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1.28	3.85	11.72	37.93	0.79	2.13	2.43	1.08	0.68	0.62	0.04
1.28	3.85	11.72	37.93	0.79	2.13	2.43	1.08	0.68	0.62	0.04
1.28	3.85	11.72	37.93	0.79	2.13	2.43	1.08	0.68	0.62	0.04
1.28	3.85	11.72	37.93	0.79	2.13	2.43	1.08	0.68	0.62	0.04

[illegible]

Transient State Analysis	Mitigation Check 1 > 10% of Historical	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	Mitigation Check 2 > 2 AFT	0.0	0.0	0.0	0.0	0.00	0.00	0.0	0.0	0.0	0.0	0.0
	Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.00	0.00	0.0	0.0	0.0	0.0	0.0

Transfer 2 :

WR No.	Dr. Rate (CFS)	Con. Vol. (AFA)	No. of Ir. Acres	Priority Date	POB Location	Dedicated Vol. AFA/ AET	Model Node
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Transfer: Proposed Steady State Impacts following Transfer

Transfer 3: Worst Case Transient State Impacts following Transfer

00%	Pre-S5	00 AFA	00 Agree	
00%	Post-S5	00 AFA	00 Agree	00 Agree

Impact by Reach (AF/Territorial)

Ashlin to Reidburg	Hesse to Shelley	Shelley to Mr Bickfi	Mr Bickfi To Nesley	Nesley to Minidoka	Dev. Wts. To Buhl	Buhl to 1000 Spr	1000 Spr to Minid	Minid	Minid to Bancroft
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[illegible][illegible]

Transport State Analysis	Mitigation Check 1 - > 10% of Historical	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	Mitigation Check 2 - > 2 AF ft	0.0	0.0	0.0	0.00	0.00	0.00	0.0	0.0	0.0	0.0	0.0
	Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.00	0.00	0.00	0.0	0.0	0.0	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are
set up for user entries

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

TRANSFER NO:

YEAR 1950
SEASON SPRING

TRANSFER NAME:

1

2

3

4

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	86	85		
COLUMN	109	107		

189.0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1960	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1960	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1960	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1961	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1961	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1961	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1962	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1962	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1962	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1963	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1963	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1963	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1964	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1964	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1964	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1965	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1965	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1965	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1966	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1966	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1966	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1967	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1967	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1967	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1968	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1968	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1968	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1969	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1969	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1969	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SPR 1970	0.0	63.0	63.0	0.0	0.0	0.0	0.0
SUM 1970	0.0	63.0	63.0	0.0	0.0	0.0	0.0
WIN 1970	0.0	63.0	63.0	0.0	0.0	0.0	0.0

C:\Users\gaudilvan.BROCKWAY\Desktop\ESPA Model 3.2\Buttmapcn 189

2/5/2019

C:\Users\gsullivan.BROCKWAY\Desktop\ESPA Model 3.28\unusoco 189

2/5/2018

FARM LEASE

THIS AGREEMENT, made and entered into this 1st day
of January, 1990, between JUAN BURUSCO AND VALEN BURUSCO,
husband and wife, hereinafter called "Lessors", and BURUSCO FARMS,
a general partnership, hereinafter called "Lessee".

WITNESSETH:

The Lessors for and in consideration of the covenants and
agreements hereinafter mentioned to be kept and performed by
Lessee, do by these presents demise and lease unto Lessee:

1. All Lessors' farm land situate in Bingham County,
Idaho, consisting of approximately 800 acres, more or less,
particularly described as follows:

Township 5 South, Range 31 E.B.M.

Section 25: W1/2NW1/4; SW1/4;
Section 26: E1/2SE1/4;
Section 35: NE1/4
Section 36: N1/2NW1/4

Together with all out-buildings and improvements thereon,
except the rental home occupied by Jerry Leehman and
Lessors' residence, and together with all water rights
appurtenant to the leased property.

Lessee shall have the right to use, in common with Lessors
and their tenants and licensees, all existing roadways and
easements to gain ingress and egress from said leased
property;

2. Approximately 400 sheep;

3. The machinery and equipment particularly described on
Schedule "A" attached hereto, and by reference incorporated herein.

TERM: The term of this Lease shall commence on January 1,
1990, and continue from year to year; provided, however, either

party may terminate this lease on the 31st day of December of any subsequent year by giving the other party written notice of such termination, at least sixty (60) days prior to the termination date.

RENT: Lessee agrees to pay Lessor as annual rent:

1. a share of all crops grown upon the premises in each crop year, to wit: Twenty-five percent (25%), of all beets, potatoes, and hay, and thirty-three and one-third percent ($33 \frac{1}{3}\%$) of all grain. Lessors shall received like percentages of all government subsidy payments received by Lessee, whether it represents price support, disaster relief, or any other purpose so long as said payments are received by Lessee as a result of operating the real property herein leased.

Lessee shall have the right to contract the entire crop of any product, or products, prior to its having been planted or harvested, so long as Lessors shall have the right to determine when their payments shall be paid to them by said purchaser or purchasers. After harvest, the parties shall be responsible to market their respective shares of said crops.

The Lessee covenants and agrees that all Lessors' hay shall be stacked separate and apart from Lessee's hay, and that Lessors shall retain, during the term of the lease, the use of one of the 10,000 bushel grain storage bins on the leased premises, and Lessee shall have the right to use the other 15,000 bushel grain storage bin during the term of this Lease.

2. One-third ($1/3$) of all wool and lams produced from said leased sheep.

Lessee agrees to maintain, at its sole cost and expense, said herd of sheep in the same number as initially delivered it by Lessors, and all replacements shall carry the Lessors' brand.

3. [REDACTED], per year for the use of the machinery and equipment with the first payment due on or before December 1, 1990.

CROP ROTATION: The parties have agreed on a four (4) year crop rotation of grain-grain-potatoes-beets upon each of the parcels of tillable land included in the leased premises; such rotation is in use by Lessors and Lessee shall continue such rotation during the lease term. The parties agree that any deviation from this rotation plan without the prior written consent of Lessors shall constitute a default of this Lease.

TAXES AND INSURANCE: Lessors shall pay all real property taxes levied or assessed against the Leased Premises during the lease term; Lessors shall pay one-third (1/3) and Lessees shall pay two thirds (2/3) of all insurance premiums upon any policy, or policies, covering the farm buildings and the machinery and equipment described on Schedule "A" attached.

FARM EXPENSES: Lessee shall pay all costs and expenses incurred for seed, chemicals, fertilizer, labor, electricity, planting, fertilizing and apply chemicals, cultivating, harvesting, and transporting crops, sheep and wool to market.

Lessors, if required by Idaho Power Company, shall sign any utility contracts with Idaho Power Company required for furnishing electric power for irrigation use on the leased premises; provided, however, Lessee shall be solely liable and shall timely make all required deposits and shall timely pay all payments for electric power consumed under such contract.

MAINTENANCE EXPENSE: Lessee acknowledges that all machinery and equipment described on Schedule "A" attached, are in

good working condition, and Lessee, at its sole cost and expense, shall make all repairs and replacements of parts necessary to maintain said machinery and equipment in good working condition during the Lease term.

Lessee shall also, at its sole cost and expense, maintain all farm buildings, sheds, corrals, pens, and fences on the leased premises in good condition during the Lease term.

CARE OF LEASED PREMISES: Lessee agrees to farm the leased premises in a good and husbandlike manner and to keep said premises clean and free from brush and weeds.

RELATIONSHIP OF PARTIES: The parties agree that their relationship herein is that of employer and employee and shall not be construed to be a partnership or joint venture, and that Lessors shall not be liable for any of Lessee's debts or obligations.

LESSEE TO INDEMNIFY: The Lessee shall indemnify and save harmless the Lessors from any expenses Lessee has agreed to pay under this Lease Agreement, and any and all claims, demands, and actions whatsoever for injury to property or injury to, or death of Lessors' and Lessee's employees, agents, or invitees, or injury to, or death of others on or about the Leased premises where caused by the negligence of Lessee and/or its employees or agents.

NO ASSIGNMENT: Lessee covenants not to sublet the above-leased premises, or any part thereof, during the term of this Lease.

FARM LEASE
0589A

DEFAULT: If Lessee fails to pay the rent, as herein provided, or defaults in any of its duties, or agreements herein contained, then in any such event, after thirty (30) days written notice of the claimed default, and intention to forfeit, if the defaults remain uncorrected, the Lessee shall forfeit all rights hereunder and the Lessors, or their agents, may take immediate possession of the Leased Premises, all sheep, machinery and equipment.

NO WAIVER OF RIGHTS: The failure of the Lessors to enforce their rights upon any default in any of the terms of this Lease Agreement, shall not constitute a waiver of any such right in the event of a subsequent default.

RETURN OF POSSESSION: Lessee acknowledges that at the beginning of this Lease, Lessors have, at their expense, summer fallowed all farm land to be cropped in 1986, and have planted winter grain according to rotation. Lessee agrees that upon the termination of this Lease, the leased real property shall be surrendered with all summer fallow work having been completed, and winter grain crops having been planted, and if the real property is not in such condition, then, and in that event, Lessee shall be liable to Lessors for the cost of having the real property so prepared.

LITIGATION EXPENSE: In the event there is a dispute between the parties concerning this Lease, by reason of breach thereof by either party or otherwise, then the prevailing party

shall receive from the losing party, in addition to costs and other expenses authorized by law, a reasonable attorney fee; such fee to be determined by a court of competent jurisdiction.

BINDING EFFECT: This Lease shall be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the day and year first above written.

LESSORS:

Juan Burusco
Juan Burusco

Valen Burusco
Valen Burusco

LESSEE:

BURUSCO FARMS, a general partnership

By Robert Burusco
General Partner

By John Burusco
General Partner



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 16, 2016

BURUSCO FARMS
2445 W 1700 S
ABERDEEN ID 83210

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 35-4189**

Dear Renter:

Please find enclosed a receipt in the amount of **\$3,213.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 189.0 acre-feet of water for irrigation of 252.0 acres during 2016. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$2,891.70 of the rental fee will be paid to the lessor(s) and 10% or \$321.30 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881.

Sincerely,

Sandra Thiel
Sr. Water Resource Agent

Enclosures: Receipt No. C102166
Rental Agreement (copy)

c: Sascha Marston – Fiscal
James Cefalo – IDWR Eastern Regional Office/Water District # 120
Greg Sullivan – Brockway Engineering



State of Idaho

DEPARTMENT OF WATER RESOURCES

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Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 15, 2016

BURUSCO FARMS
2445 W 1700 S
ABERDEEN ID 83210

**RE: REQUEST FOR RETURN OF SIGNED RENTAL AGREEMENT AND PAYMENT FOR
WATER RIGHT 35-4189**

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

Dear Applicant:

The Department of Water Resources ("Department") mailed a **Water Supply Bank Rental Agreement ("Agreement")** for your review and signature on May 31, 2016. The signed agreement and rental fee has not been returned to the Department.

Please sign the rental agreement and return it with the rental payment in the amount of \$3,213.00 within ten (10) days of this letter to complete processing. Diversion and use of the water right is not authorized under the proposed agreement until it has been signed by both the renter and the Department. Any use associated with your proposed rental request before it has been executed is considered unauthorized and, if occurring, will be subject to any necessary enforcement action.

If the signed rental agreement and fee is not received by the department within the 10-day period, the rental application will be returned, and the proposed rental right made available for other rental applicants. You can reapply to rent water from the Bank again in the future by submitting a new rental application form that will be processed in turn with other pending applications.

If you have questions regarding this matter, please contact me at 287-4881.

Sincerely,

 Sandra Thiel
Sr. Water Resource Agent

c: Greg Sullivan – Brockway Engineering



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 31, 2016

BURUSCO FARMS
2445 W 1700 S
ABERDEEN ID 83210

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 35-4189**

*****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 \$3,213.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 224.8 acre-feet.

Please send a check for \$3,213.00 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 \$2,891.70 of the rental fee will be paid to the lessor(s) and 10% or \$321.30 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881

Sincerely,

Sandra Thiel
Sr. Water Resource Agent

Enclosure

c: IDWR Front Desk
Greg Sullivan-Brockway Engineering PLLC

Thiel, Sandra

From: Greg Sullivan [greg.sullivan@brockwayeng.com]
Sent: Tuesday, May 17, 2016 9:51 AM
To: Thiel, Sandra
Subject: RE: lease for right 35-4189

Sandy,

I was able to talk with John Burusco this morning about the rentals and this is what was decided.

Based on the allowed 609.2 acre feet that is available from the Simplot right 35-4189. Please process the rentals that included the following volume amounts from 35-4189.

The rental for 37.6 acre feet from 35-4189.
The rental for 224.8 acre feet from 35-4189.
The rental for 189.0 acre feet from 35-4189.
The rental for 168.75 acre feet will be reduced to 157.8 acre feet from 35-4189.

The proposed rental for 131.3 acre will have to be withdrawn. Let me know if this email is sufficient enough notification to withdraw this rental. Or the Water Supply Bank can simply deny the rental and return it.

Greg Sullivan
Brockway Engineering
2016 North Washington Street, Suite 4
Twin Falls, Idaho 83301
208-736-8543

From: Thiel, Sandra [<mailto:Sandra.Thiel@idwr.idaho.gov>]
Sent: Tuesday, May 17, 2016 9:30 AM
To: Greg Sullivan <greg.sullivan@brockwayeng.com>
Subject: RE: lease for right 35-4189

Hi Greg, Have you had a chance to update the Burusco rental numbers?

From: Thiel, Sandra
Sent: Thursday, May 12, 2016 9:25 AM
To: 'Greg Sullivan'
Subject: FW: lease for right 35-4189

Hello, It looks like I was a bit hasty. That will leave 609.2 af available under the lease.

Sandra Beer Thiel
Idaho Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
(208)287-4881

sandra.thiel@idwr.idaho.gov

From: Conrad, Vic [<mailto:Vic.Conrad@simplot.com>]
Sent: Thursday, May 12, 2016 9:21 AM
To: Thiel, Sandra
Subject: RE: lease for right 35-4189

I think we will be extremely safe if we hold-back 15 acre feet.

From: Thiel, Sandra [<mailto:Sandra.Thiel@idwr.idaho.gov>]
Sent: Thursday, May 12, 2016 9:17 AM
To: Conrad, Vic <Vic.Conrad@simplot.com>
Subject: lease for right 35-4189

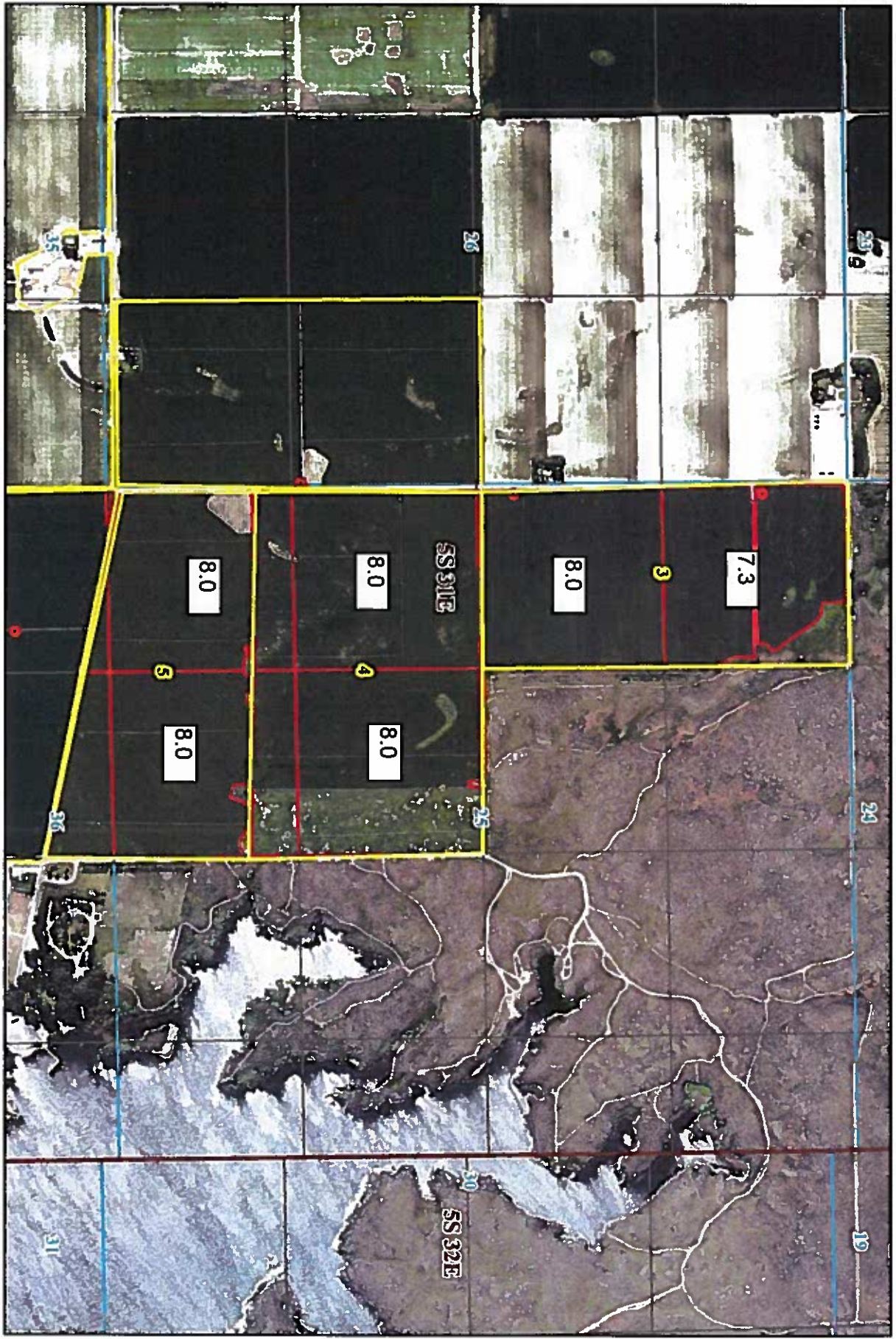
Good morning, During our discussion on Tuesday, you mentioned that you wanted to hold back a portion of right 35-4189 to maintain the Aberdeen facility. The volume that we settled on for the lease is 624.2 af, based on the Water District 120 annual assessment. How much of volume do you want to keep for the facility?

Sandra Beer Thiel
Idaho Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
(208)287-4881
sandra.thiel@idwr.idaho.gov

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7357 / Virus Database: 4568/12243 - Release Date: 05/16/16



0 235 510 1,020 Feet

BURUSCO FARM

WATER BANK RENTAL FIELDS 3,4,5 -2016
NAIP 2015 AERIAL

BROCKWAY ENGINEERING, PLLC.
ALR - Date: 2/8/2018

- Legend
- Fields
 - WSBR_POU_3,4,5
 - WR_POD
 - township
 - first
 - ladesc

N

Rental 3 (169.5 af)

● Rental Point of Diversion

■ Rental Place of Use

● Lease Point of Diversion

■ Lease Place of Use

Aberdeen

One-Way Analysis of Independent Transfers

New Water Right (GModelo):

WR No.	Dw. Rate (CFS)	Con. Vol. (AF)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
Transfer 1: Proposed Steady State Impacts following Transfer							
777	777	275.6	68.9	1/1/1960	8528E-3	275.6	SP082075
777	777	275.6	68.9	1/1/1960	8528E-3	275.6	SP068066
Transfer 1: Worst Case Transient State Impacts following Transfer							
777	777	275.6	68.9	1/1/1960	8528E-3	275.6	SP082075
777	777	275.6	68.9	1/1/1960	8528E-3	275.6	SP068066

Impact by Reach (AFA/Trimester)													
Astoria to Rexburg	Hesse to Shelley	Shelley to Mr Bickit	Mr Bickit to Neeley	Neeley to Mintoaka	Dev. Wld. To Burt	Burt to Kspir	Kspir to Maled	Maled to Bancroft					
1.29	3.85	11.72	37.93	0.79	2.13	2.43	1.08	0.68	0.62	0.04			
1.29	3.85	11.72	37.93	0.79	2.13	2.43	1.08	0.68	0.62	0.04			
1.29	3.85	11.72	37.93	0.79	2.13	2.43	1.08	0.68	0.62	0.04			

Steady State Analysis

Mitigation Check 1 - > 10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2: > 2 AFT:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - > 10% of Total:	2.1%	6.2%	18.7%	60.6%	1.3%	3.4%	1.7%	1.1%	1.0%	0.1%	0.0%	0.0%	0.0%
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - > 10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2: > 2.01 AFT:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

2018 Mkt