

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

RECEIVED
DEC 01 2014
DEPARTMENT OF
WATER RESOURCES

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.

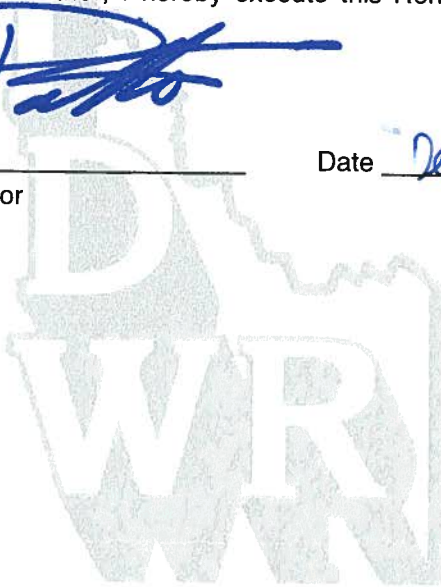
Chris Drakos CHRIS DRAKOS Pres. 11-28-14
Signature of Renter Printed Name and Title* Date

Signature of Renter Printed Name and Title* 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 satisfies 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 conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

Brian Patton Date December 5, 2014
By BRIAN PATTON, Acting Administrator
Idaho Water Resource Board



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

WATER USE DETAILS

The 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 below:

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NE¼NE¼ Sec. 34 Twp 02S Rge 36E BINGHAM County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/01 TO 10/31

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	
02S	36E	35							31.6	20.1	0.2	1.1							53
02S	36E	34				0.3													0.3

Total Acres: 53.3

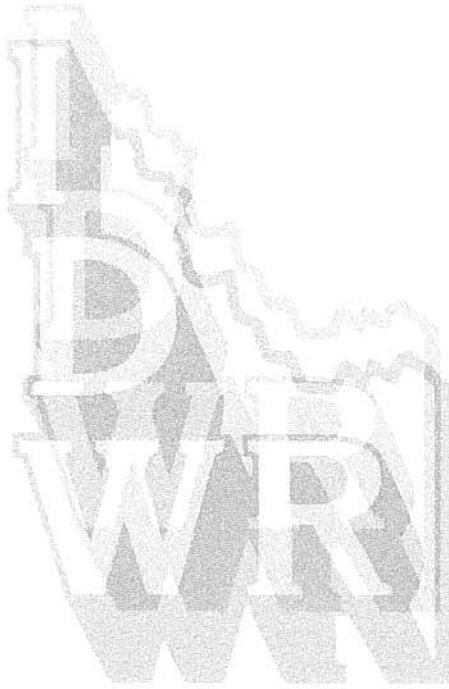
CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

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 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.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

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. The following rights are diverted through the point of diversion described above: 27-7549
11. This rental agreement does not authorize the construction of a well.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. 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.
14. 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.



STATE OF IDAHO
WATER RESOURCE BOARD

SECOND
AMENDED

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Tanner Lane Ranch LLLP

Mailing Address PO Box 793, Blackfoot, Idaho 83221

Phone _____

Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. <u>Maximum Flow Rate (cfs)</u>	<u>Maximum Volume (ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>1.07</u>	<u>213.2</u>	<u>Irrigation</u>	<u>03/01</u> to <u>11/30</u>
_____	_____	_____	<u>03/01</u> to <u>11/30</u>
_____	_____	_____	_____ to _____
Total: _____			

2. Source of water Ground water tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	¼	¼	¼	County
2S	36E	34			NE	NE	Bingham

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2S	36E	35							31.6	20.1		1.1		.2					53
2S	36E	34				.3													.3

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 53.3

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. _____

2. Do you own the land at the proposed place of use?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use. _____

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
Well and pump into main lines, which feed pivots.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
Permit No. 27-7549 and Water Right No. 27-13B. 27-13B is not being diverted this year.
3. Will the proposed place of use receive water from any other source? Yes ☐ No ☒
If yes, describe. _____
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☒ No ☐
If yes, describe. Permit No. 27-7549.
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☒ No ☐
If yes, describe. See consent order previously. This rental is contemplated by paragraph 4 of the "Terms and Agreement and Order."

E. RENTAL TERM

Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☐ No ☒
If yes, please specify the number of years desired through proposed rental. 1 year (2014)

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.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Robert L. Jarvis
Signature of Applicant

ROBERT L. JARVIS, ATTORNEY
Printed Name and Title*

Nov. 19, 2014
Date

Signature of Applicant

Printed Name and Title*

Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

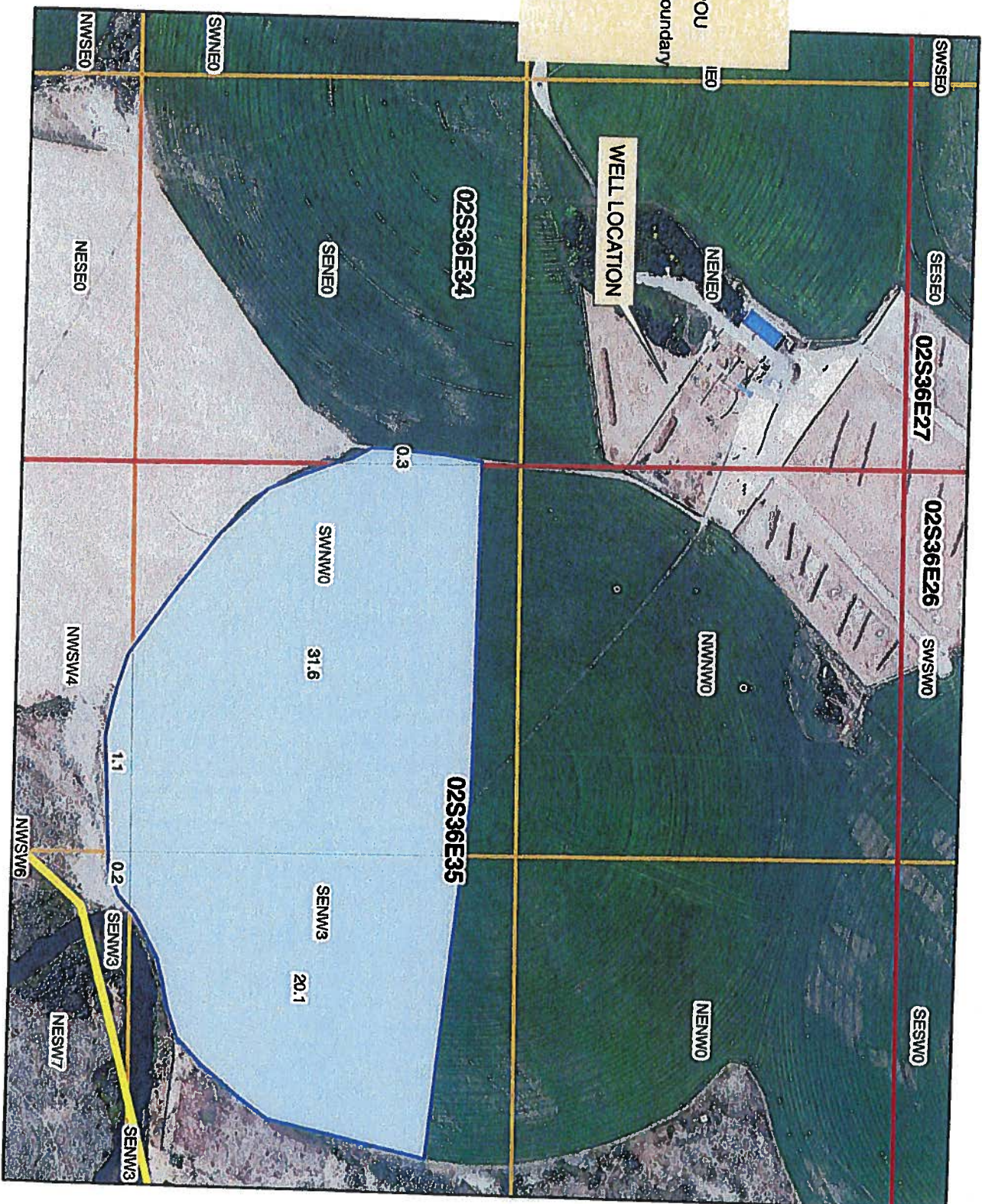
Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

TANNER LANE RANCH LLLP WATER BANK APPLICATION



Legend

- gcdb_qq_Clip22
- WB 53.3 acre Rental POU
- Tanner_Lane_Pship_Boundary
- gcdb_sections
- gcdb_qq
- 27-7003 125 WB Acres
- 27-7003_POU

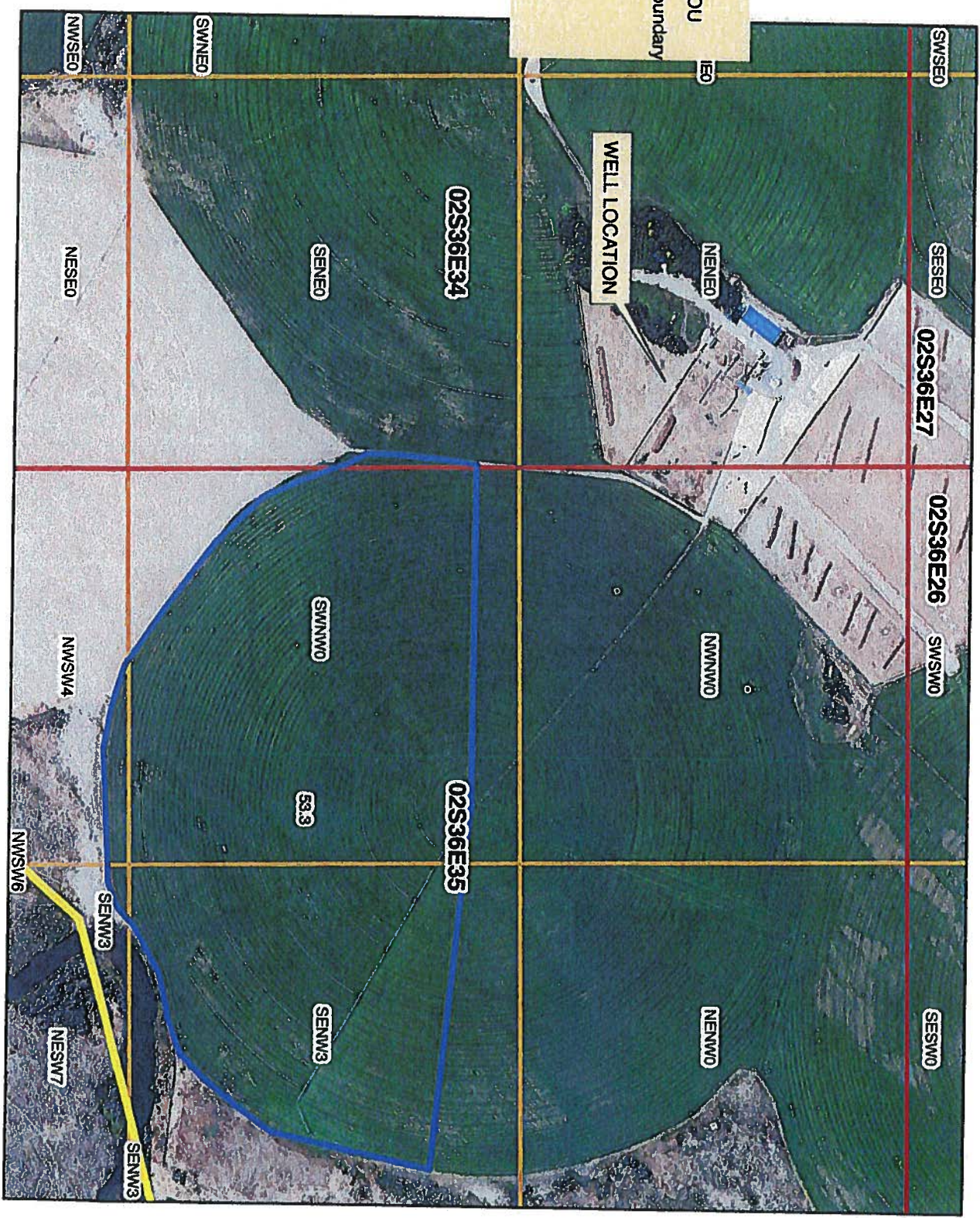


TANNER LANE RANCH LLLP WATER BANK APPLICATION



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<u>.65</u>	<u>258</u>	<u>Irrigation</u>	<u>03/01</u> to <u>11/30</u>
_____	_____	_____	<u>03/01</u> to <u>11/30</u>
_____	_____	_____	_____ to _____
Total: _____			

2. Source of water Ground water tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
2S	36E	34			NE	NE	Bingham

4. Lands to be irrigated or place of use:

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			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2S	36E	35							35.3	22.4		2.8		.3					60.8
2S	36E	34	1.2			2.3													3.7

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 64.5

B. OWNERSHIP

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Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. _____

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Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use. _____

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Robert L. Jarvis
Signature of Applicant

Robert L. Jarvis, Attorney
Printed Name and Title*

Oct. 31, 2014
Date

Signature of Applicant

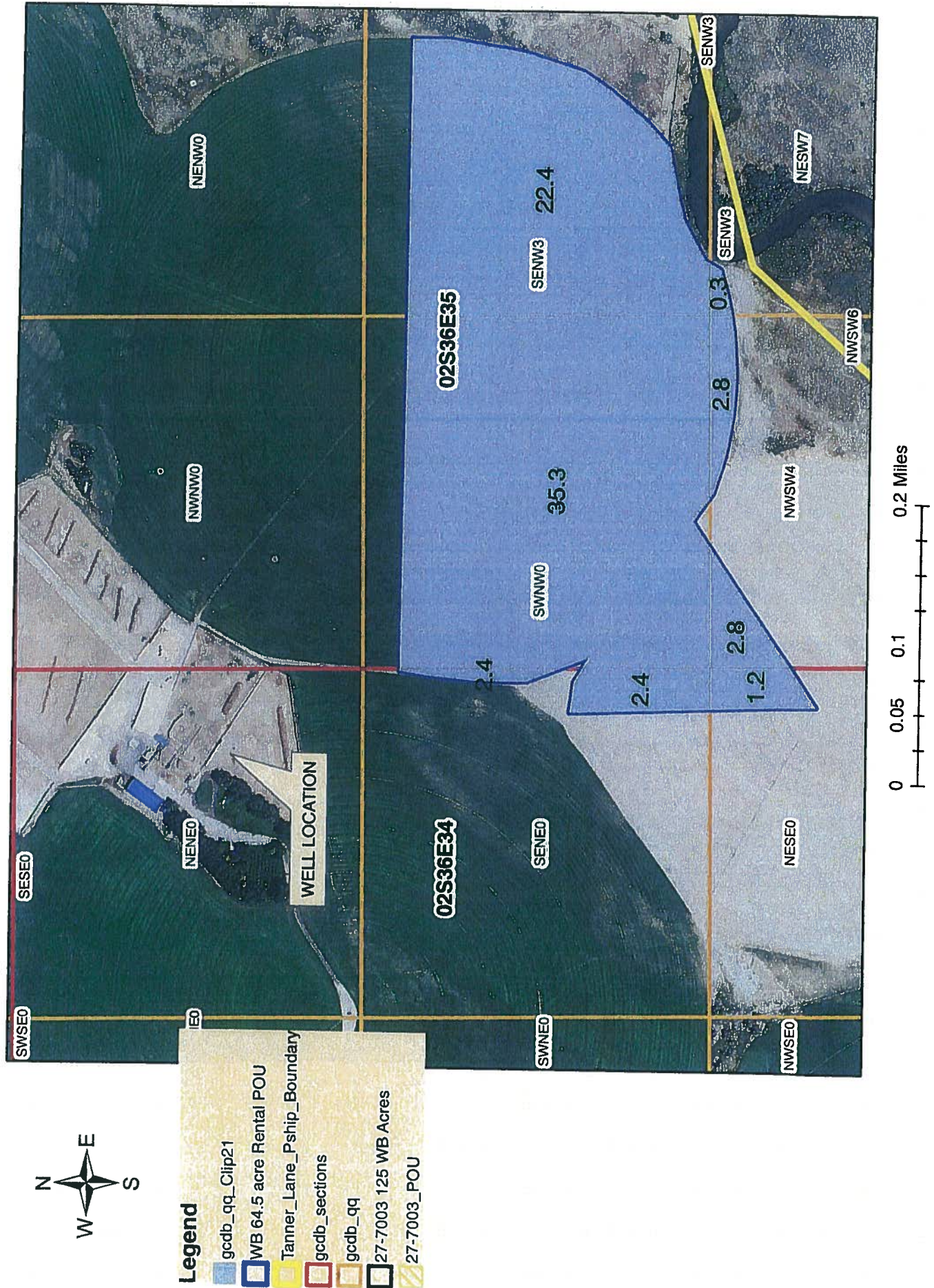
Printed Name and Title*

Date

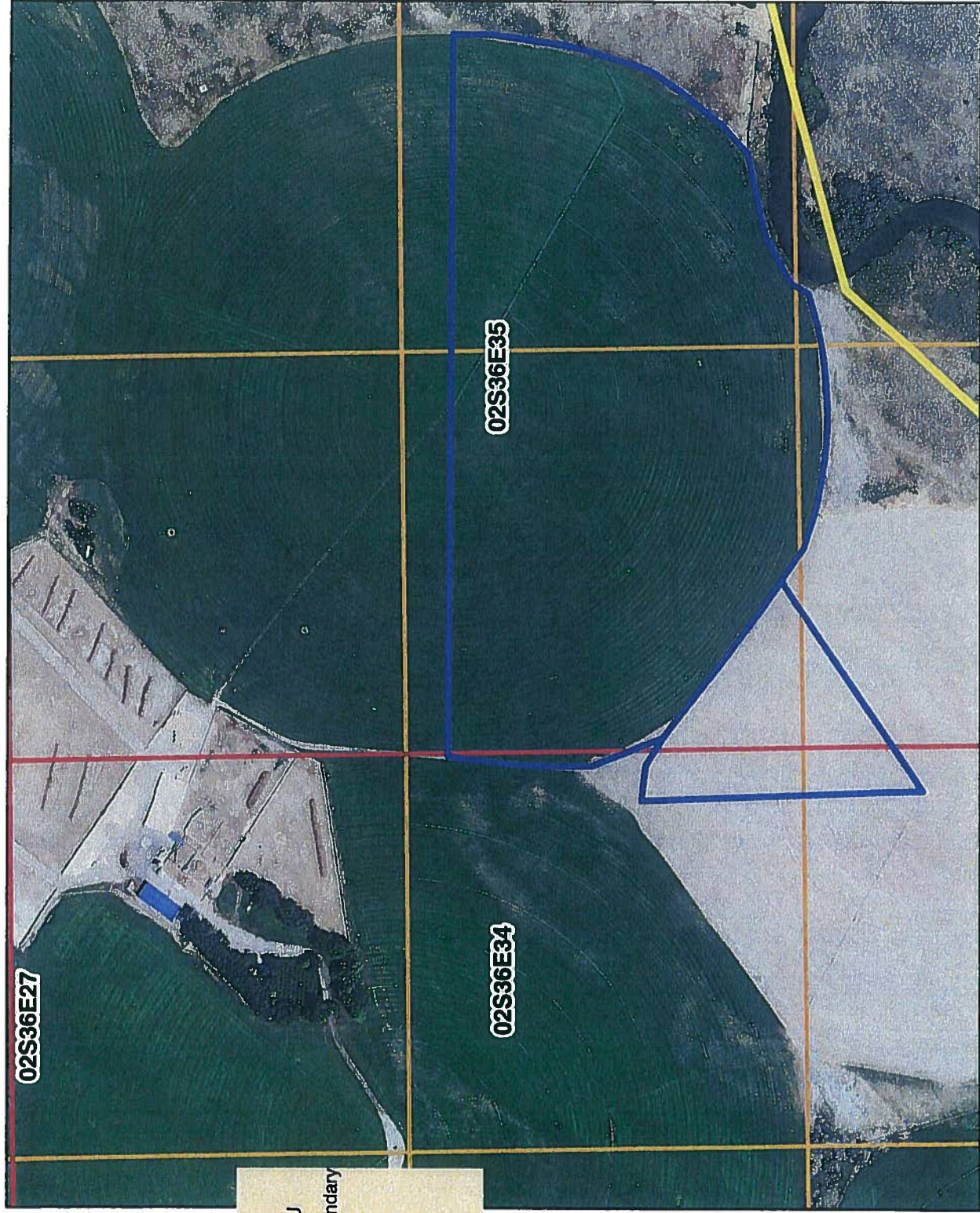
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Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

TANNER LANE RANCH LLLP WATER BANK APPLICATION

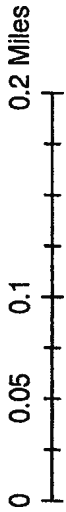


TANNER LANE RANCH LLLP WATER BANK APPLICATION



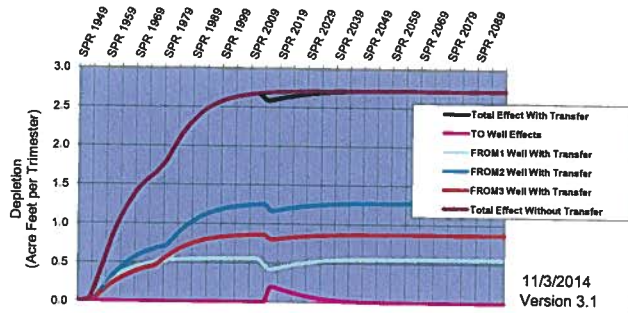
Legend

- WB 64.5 acre Rental POU
- Tanner_Lane_Pship_Boundary
- gcdb_sections
- gcdb_qq
- 27-7003 125 WB Acres
- 27-7003_POU



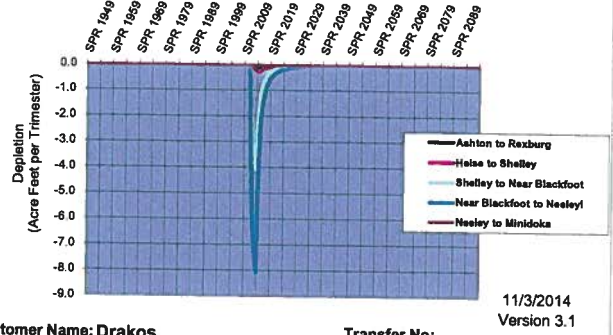
Hydrologic Response--Ashton to Rexburg

Customer Name: **Drakos** Transfer No:



Net Transfer Effect Above Milner

(Total Effect With Transfer - Total Effect Without Transfer)

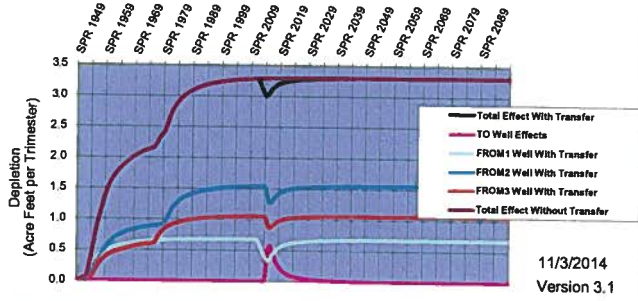


Customer Name: **Drakos**

Transfer No:

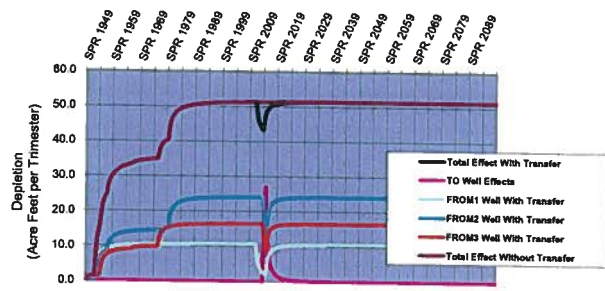
Hydrologic Response--Heise to Shelley

Customer Name: **Drakos** Transfer No:



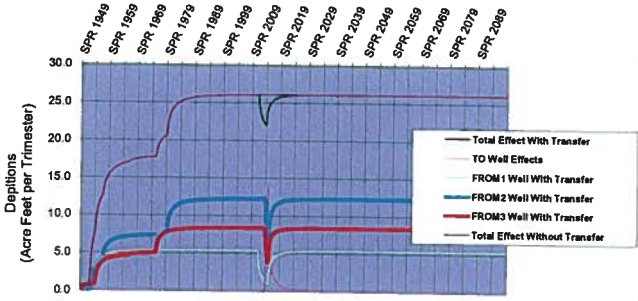
Hydrologic Response-- Near Blackfoot to Neeley

Customer Name: Transfer No:



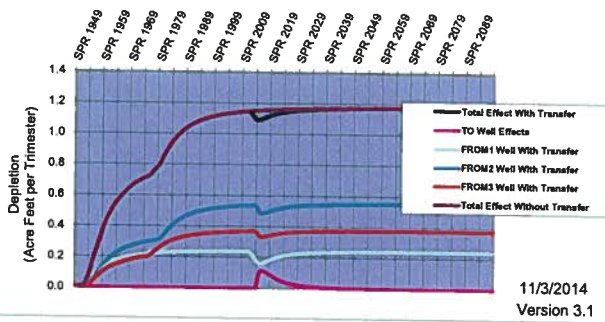
Hydrologic Response--Shelley to Near Blackfoot

Customer Name: Transfer No:

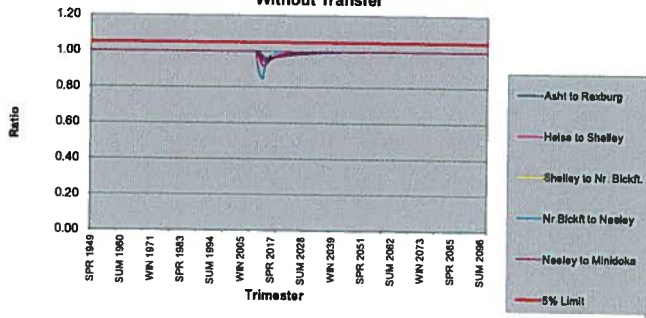


Hydrologic Response-- Neeley to Minidoka

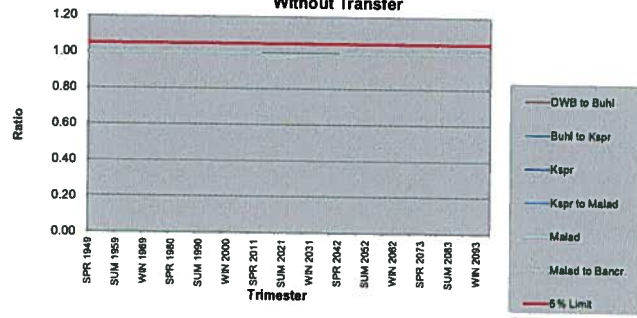
Customer Name: **Drakos** Transfer No:



Change Above Milner as Ratio of Impact With Transfer to Impact Without Transfer



Change Below Milner as Ratio of Impact With Transfer to Impact Without Transfer



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

1949

TRANSFER NAME

SEASON

SPRING

Drakos

ENTER CELL LOCATIONS:

	TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	85	75	73	75
COLUMN	143	163	138	133

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 1949	0	0	0	0	0	3	3
SUM 1949	0	0	0	0	0	3	3
WIN 1949	0	0	0	0	0	3	3
SPR 1950	0	0	0	0	0	3	3
SUM 1950	0	0	0	0	0	3	3
WIN 1950	0	0	0	0	0	3	3
SPR 1951	0	0	0	0	0	3	3
SUM 1951	0	0	0	0	0	3	3
WIN 1951	0	0	0	0	0	3	3
SPR 1952	0	0	0	0	0	3	3
SUM 1952	0	18	18	0	0	3	3
WIN 1952	0	18	18	17	17	3	3
SPR 1953	0	18	18	17	17	3	3
SUM 1953	0	18	18	17	17	3	3
WIN 1953	0	18	18	17	17	3	3
SPR 1954	0	18	18	17	17	3	3
SUM 1954	0	18	18	17	17	16	16
WIN 1954	0	18	18	17	17	16	16
SPR 1955	0	18	18	17	17	16	16
SUM 1955	0	18	18	17	17	16	16
WIN 1955	0	18	18	17	17	16	16
SPR 1956	0	18	18	17	17	16	16
SUM 1956	0	18	18	17	17	16	16
WIN 1956	0	18	18	17	17	16	16
SPR 1957	0	18	18	25	25	16	16
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WIN 1957	0	18	18	25	25	16	16
SPR 1958	0	18	18	25	25	16	16
SUM 1958	0	18	18	25	25	16	16
WIN 1958	0	18	18	25	25	16	16
SPR 1959	0	18	18	25	25	16	16
SUM 1959	0	18	18	25	25	16	16
WIN 1959	0	18	18	25	25	16	16
SPR 1960	0	18	18	25	25	16	16
SUM 1960	0	18	18	25	25	16	16
WIN 1960	0	18	18	25	25	16	16
SPR 1961	0	18	18	25	25	16	16
SUM 1961	0	18	18	25	25	16	16
WIN 1961	0	18	18	25	25	16	16
SPR 1962	0	18	18	25	25	16	16
SUM 1962	0	18	18	25	25	16	16

WIN 1962	0	18	18	25	25	16	16
SPR 1963	0	18	18	25	25	16	16
SUM 1963	0	18	18	25	25	16	16
WIN 1963	0	18	18	25	25	16	16
SPR 1964	0	18	18	25	25	16	16
SUM 1964	0	18	18	25	25	16	16
WIN 1964	0	18	18	25	25	16	16
SPR 1965	0	18	18	25	25	16	16
SUM 1965	0	18	18	25	25	16	16
WIN 1965	0	18	18	25	25	16	16
SPR 1966	0	18	18	25	25	17	17
SUM 1966	0	18	18	25	25	17	17
WIN 1966	0	18	18	25	25	17	17
SPR 1967	0	18	18	25	25	17	17
SUM 1967	0	18	18	25	25	17	17
WIN 1967	0	18	18	25	25	17	17
SPR 1968	0	18	18	25	25	17	17
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WIN 1968	0	18	18	25	25	17	17
SPR 1969	0	18	18	25	25	17	17
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WIN 1969	0	18	18	25	25	17	17
SPR 1970	0	18	18	25	25	17	17
SUM 1970	0	18	18	25	25	17	17
WIN 1970	0	18	18	25	25	17	17
SPR 1971	0	18	18	25	25	17	17
SUM 1971	0	18	18	25	25	17	17
WIN 1971	0	18	18	25	25	17	17
SPR 1972	0	18	18	25	25	17	17
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WIN 1973	0	18	18	25	25	17	17
SPR 1974	0	18	18	25	25	17	17
SUM 1974	0	18	18	25	25	17	17
WIN 1974	0	18	18	25	25	17	17
SPR 1975	0	18	18	25	25	17	17
SUM 1975	0	18	18	25	25	17	17
WIN 1975	0	18	18	25	25	17	17
SPR 1976	0	18	18	25	25	28	28
SUM 1976	0	18	18	25	25	28	28
WIN 1976	0	18	18	25	25	28	28
SPR 1977	0	18	18	25	25	28	28
SUM 1977	0	18	18	25	25	28	28
WIN 1977	0	18	18	25	25	28	28
SPR 1978	0	18	18	25	25	28	28
SUM 1978	0	18	18	25	25	28	28
WIN 1978	0	18	18	25	25	28	28
SPR 1979	0	18	18	25	25	28	28
SUM 1979	0	18	18	41	41	28	28
WIN 1979	0	18	18	41	41	28	28
SPR 1980	0	18	18	41	41	28	28
SUM 1980	0	18	18	41	41	28	28
WIN 1980	0	18	18	41	41	28	28
SPR 1981	0	18	18	41	41	28	28
SUM 1981	0	18	18	41	41	28	28
WIN 1981	0	18	18	41	41	28	28
SPR 1982	0	18	18	41	41	28	28
SUM 1982	0	18	18	41	41	28	28
WIN 1982	0	18	18	41	41	28	28
SPR 1983	0	18	18	41	41	28	28
SUM 1983	0	18	18	41	41	28	28
WIN 1983	0	18	18	41	41	28	28
SPR 1984	0	18	18	41	41	28	28
SUM 1984	0	18	18	41	41	28	28
WIN 1984	0	18	18	41	41	28	28
SPR 1985	0	18	18	41	41	28	28
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WIN 1985	0	18	18	41	41	28	28
SPR 1986	0	18	18	41	41	28	28
SUM 1986	0	18	18	41	41	28	28
WIN 1986	0	18	18	41	41	28	28
SPR 1987	0	18	18	41	41	28	28

SUM 1987	0	18	18	41	41	28	28
WIN 1987	0	18	18	41	41	28	28
SPR 1988	0	18	18	41	41	28	28
SUM 1988	0	18	18	41	41	28	28
WIN 1988	0	18	18	41	41	28	28
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WIN 1989	0	18	18	41	41	28	28
SPR 1990	0	18	18	41	41	28	28
SUM 1990	0	18	18	41	41	28	28
WIN 1990	0	18	18	41	41	28	28
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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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

December 8, 2014

TANNER LANE RANCH
PO BOX 793
BLACKFOOT ID 83221

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK WATER RIGHT NO(S). 25-14386, 35-13944, 35-13946, 35-13948, 35-13993, 35-13995, 35-13997 and 35-13999

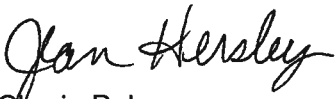
Dear Renter:

Please find enclosed a receipt in the amount of **\$3264.40** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 213.2 acre-feet of water for irrigation of 53.3 acres during 2014. 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 \$3261.96 of the rental fee will be paid to the lessor(s) and 10% or \$362.44 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

for 
Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

Enclosure(s): Receipt No. C099659
Rental Agreement (copy)

c: Sascha Marston – Fiscal
James Cefalo – IDWR Eastern Regional Office/Water District # 120
Robert L Harris – Holden Kidwell Hahn & Crapo PLLC
Rob Whitney-IDWR Compliance Bureau (only if rental is to resolve an NOV)

MEMORANDUM

To: Water Right(s) 35-13944, 35-13946, 35-13948, 35-13993, 35-13995, 35-13997, 35-13999, 25-14386

From: Remington Buyer

Date: November 20, 2014

Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: Tanner Lane Ranch, represented by Rob Harris of Holden, Kidwell, Hahn & Crapo PLLC, has submitted an application to rent water from the Bank to authorize the irrigation of 53.3 acres at their rental place of use.

AUTHORITY TO FILE: The application is submitted by Mr. Harris, the attorney representing Tanner Lane Ranch.

WATER RIGHT VALIDITY: All of the water sought for rental is currently available in the Water Supply Bank.

INJURY TO OTHER WATER RIGHTS: Modeling of groundwater rights indicates there are no concerns about injury to other water rights.

ENLARGEMENT OF USE: No enlargement is evident through the rental.

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 rental place of use is in groundwater district 120. Comments were sought from IDWR Eastern Regional staff member and District 120 watermaster, James Cefalo. He had no concerns about this rental.

Buyer, Remington

From: Rob Harris [rharris@holdenlegal.com]
Sent: Wednesday, November 19, 2014 5:23 PM
To: Buyer, Remington
Cc: Cefalo, James; Whitney, Rob
Subject: RE: Tentative Approval.docx
Attachments: 53.3 Acre Rental.pdf

Remington:

Thanks for your email, and your letter, which I received today. Attached is a second revised rental form with the 53.3 acres identified. I did also amend the diversion rate to a full inch to the acre (.02 cfs/acre) for 53.3 acres (1.07 cfs), but I know that the rate will be dictated by the water rights that we were able to rent and model.

This should be everything you need to finalize the rental.

Let me know if you need anything else, and please confirm receipt of this email.

Thanks,



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, PLLC
1000 Riverwalk Drive, Suite 200
P.O. Box 50130
Idaho Falls, ID 83405-0130
Phone: (208) 523-0620
Fax: (208) 523-9518
E-Mail: rharris@holdenlegal.com

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From: Buyer, Remington [<mailto:Remington.Buyer@idwr.idaho.gov>]
Sent: Friday, November 14, 2014 4:03 PM
To: Rob Harris
Subject: Tentative Approval.docx

Rob,

Please see the attached. In follow up to my previous correspondence with you, a rental agreement can be drafted for Tanner Lane Ranch once it is clarified to the Bank regarding the 53.3 acres will be covered by rental water rights. Please advise us which quarter quarter sections should be covered by a rental agreement so that we can conclude our processing of this application.

Regards,

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



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

November 14, 2014

TANNER LANE RANCH LLLP
C/O ROBERT HARRIS
1000 RIVERWALK DR #200
IDAHO FALLS, ID
83402

RE: Approval of Your Request to Rent Water from the Water Supply Bank

Dear Sir,

The Idaho Department of Water Resources (Department) has concluded its review of your request to rent water from the Water Supply Bank (Bank) in 2014. You have requested to rent water sufficient to authorize irrigation of 64.5 acres. The availability of water rights leased to the Water Supply Bank can authorize irrigation of up to 53.3 acres.

In order to complete our review of your rental request, we require that you specify the acres that will be covered by these 53.3 acres. Please confirm in writing which acres you desire to cover with rental water rights. For your convenience, I've included a copy of your rental application. Please respond to this request within the next fourteen days so that we may conclude our review of your rental request.

Regards,

Remington Buyer
Idaho Department of Water Resources

C: Rob Harris – Holden, Kidwell, Hahn & Crapo PLLC

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO
CONSENT ORDER AND AGREEMENT**

In the Matter of Notice of Violation No. E2014-656 dated July 15, 2014.

BACKGROUND

- 1) Tanner Lane Ranch, LLLP ("TLR") is the owner of approximately 600 acres of irrigated land ("subject land") located within Sections 26, 27, 34 and 35, Township 2 South, Range 36 East, Bingham County, Idaho.
- 2) The Idaho Department of Water Resources ("Department") issued a Notice of Violation ("NOV") to TLR on July 15, 2014. The NOV alleged that TLR had irrigated the subject land without a valid water right in 2013 and 2014.
- 3) At the request of TLR's attorney, Robert L. Harris, a compliance conference concerning the NOV was held on August 11, 2014.
- 4) TLR owns water right permit number 27-7549 ("the permit") that authorized development of ground water wells to irrigate 480 acres partly within and adjacent to the subject land boundary. The required Proof of Beneficial Use ("proof") for the permit was submitted to the Department on June 17, 1994. Through review of historic aerial photography, the Department has concluded that the majority of the development under the permit occurred after submittal of the proof and cannot be recognized on a subsequent water right license.
- 5) In February 2014, an application for amendment of the permit for licensing of the water right was conveyed by the Department to TLR. The application for amendment proposed licensing the permit for 25 acres of irrigation. The application for amendment has not been submitted to the Department and a water right license has not been issued.
- 6) The permit currently appears in Department records as a valid or active permit.
- 7) TLR also owns water right number 27-13B that authorizes irrigation of 314.1 acres within the subject land boundary from the Blackfoot River. This water right was not used to irrigate the subject land in 2013 or 2014.
- 8) On April 14, 2014, TLR submitted an application to rent water from the Water Supply Bank ("WSB") intended to authorize irrigation of 288 acres of the subject land. TLR assumed this to be the deficit balance of water needed between water right number 27-13B and the approximate 600 acre place of use. The WSB rental application remains pending before the Department.
- 9) The Department has concluded that water right number 27-13B is not applicable in this case because it has not been diverted from the authorized location on the Blackfoot River.

- 10) Since the permit remains valid in the Department's records for irrigation of 480 acres, diversion under the permit should be recognized until the permit is either void or amended and licensed. Therefore, the deficit balance of water needed for irrigation of the subject land in 2013 and 2014 is understood between the Department and TLR to be 120 acres.

APPLICABLE LAW

- 1) Diversion of water and irrigation of land without a valid water right or use of water not in conformance with a water right constitutes a violation of Idaho Code §42-351.
- 2) The Department, on behalf of the director, may initiate an administrative enforcement action for designated violations of Title 42 of the Idaho Code pursuant to Idaho Code §42-1701B.
- 3) Idaho Code §42-1701B allows the director to seek civil penalties and other redress pursuant to a NOV and to execute a Consent Order and Agreement between the Department and the alleged violator to resolve a NOV.
- 4) For violations of Idaho Code §42-351, the Department may seek civil penalties up to three hundred dollars (\$300) annually for each acre irrigated without a valid water right or not in conformance with a water right.
- 5) Idaho Code §42-1701B(4) provides that the Department and the NOV recipient may enter into a consent order formalizing an agreement to remedy the violation and assure future compliance.

TERMS OF AGREEMENT AND ORDER

- 1) The Department agrees to recognize diversion under permit number 27-7549 in 2013 & 2014 applicable to 480 acres within the subject land boundary (existing 600 acre place of use).
- 2) The Department agrees to not issue an order to void the permit (or issue the license described below) until after November 1, 2014.
- 3) TLR agrees to pay a civil penalty in the amount of twenty four thousand four hundred eighty dollars (\$24,480) for the unauthorized irrigation of 120 acres in 2013 (\$204/acre). This amount is due and payable within 14 days of execution of this agreement by TLR.
- 4) TLR agrees to pay a civil penalty in the amount of \$300/acre for any acres that cannot be authorized under a WSB rental agreement for 2014 (\$36,000 max). Any applicable penalty amount due after WSB action on a related rental application for 2014, must be paid within 14 days of approval or denial of the rental.
- 5) If TLR does not want permit number 27-7549 to be voided, TLR must have a signed amendment for licensing submitted and the fee paid by October 31, 2014.

- 6) TLR agrees that if the terms of this agreement are not met in full and/or the agreed civil penalty is not paid, the Department may initiate a civil action in the district court.
- 7) Upon execution of this agreement, compliance with the terms contained herein and the Department's receipt of the agreed civil penalty as described above, NOV number E2014-656 will be considered resolved.

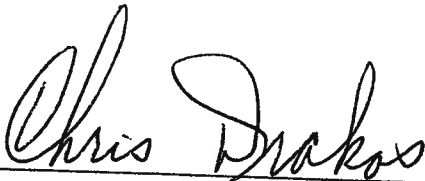
Dated this _____ day of _____, 2014

ROBERT B. WHITNEY
Water Compliance Bureau

CONSENT

Respondent acknowledges in general the facts set forth herein and accepts fully the terms and conditions of this Order. These terms shall become effective upon execution by the parties. Respondent waives any right to contest this Order and consents to the issue hereof.

Dated this 25th day of AUGUST, 2014



Chris Drakos, General Partner, Tanner Lane Ranch, LLLP