

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

RECEIVED
MAY 01 2014
 DEPARTMENT OF
 WATER RESOURCES

This is to certify that: PURITY SWEET INC
 315 E AVE H
 JEROME ID 83338
 (208) 438-5821 - 404 6190

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	Rented Rate	Annual Rented Volume	Total Rented Acres
	51-4037	0.02 CFS	0.5 AF	NA
COMBINED RENTAL TOTALS:		0.02 CFS	0.5 AF	NA

TERM OF RENTAL: January 1, 2014, to December 31, 2014

RENTAL FEE: \$0.85

The total fee for rental of the above-described water is \$8.50. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$ 0.85.

Detailed water right specific limitations and conditions attached.

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:

Dated this 20 day of April, 20 14.

By: Matthew Olivas
 (Print Name)

Matthew Olivas
 (Signature)
Purity Sweet

(Title if on behalf of company or organization)

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.

By *Brian Patton*
 BRIAN PATTON, Acting Administrator
 Idaho Water Resource Board

Date May 5th, 2014

WATER RIGHT NO. 51-4037
WATER SUPPLY BANK RENTAL AGREEMENT

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:

Renter: PURITY SWEET INC
 315 E AVE H
 JEROME ID 83338
 (208) 438-5821

404-6190

Priority Date: 06/20/1885

Source: MURPHY HOT SPRINGS

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	1/01 to	12/31	0.02 CFS	0.5 AF
	Total:		0.02 CFS	0.5 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

MURPHY HOT SPRINGS NW¼NW¼ Sec. 24 Twp 16S Rge 09E OWYHEE County

RENTER'S PLACE OF USE: COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
16S	09E	24						X											

CONDITIONS OF WATER USE

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, place of use and nature 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.

WATER RIGHT NO. 51-4037
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

10. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. Commercial use is for a water bottling plant.
12. In the event that continued water use is not authorized, the renter agrees to hold the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with the development of new and supplemental water uses.
13. Future rentals for the use authorized under this agreement may be subject to further review and notice requirements.
14. Future rentals for the purpose authorized under this agreement may require review of historic beneficial use associated with the water right rented to determine the consumptive volume of water available.

STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANKRECEIVED
JAN 15 2014
DEPARTMENT OF
WATER RESOURCES

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) Matthew Olivas Purity Sweet
Mailing Address 315 - 1st Av H
Phone 404-6190 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) 0.02 cfs Maximum Volume (ac-ft) 0.5 AF Nature of Use Commercial Period of Use _____ to _____

Total: _____

2. Source of water S1-4037 tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
							Owyhee

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	
16S	09E	24																	

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

Total Acres _____

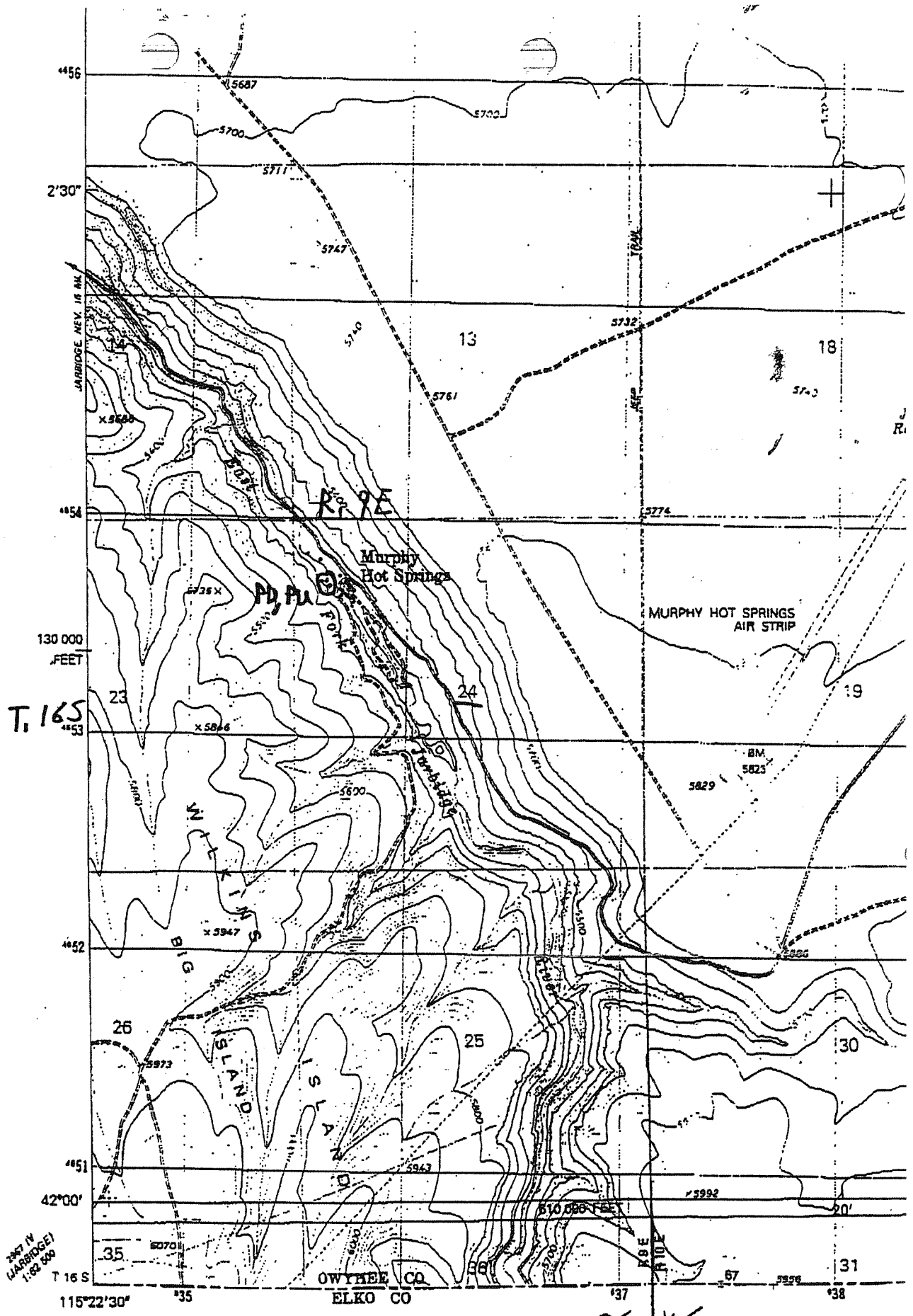
B. OWNERSHIP

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.

16S
9E



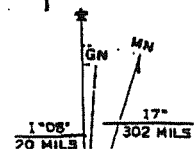
Mapped, edited, and published by the Geological Survey

Control by USGS and NOS/NOAA

Topography by photogrammetric methods from aerial
photographs taken 1973. Field checked 1974

Map edited 1979

Projection and 10,000-foot grid ticks: Idaho coordinate





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

November 19, 2014

COPY

Purity Sweet
315 E AVE H
JEROME, ID 83338

**RE: EXPIRATION OF RENTAL AGREEMENT FOR WATER RIGHT NO(S). 51-4037
FROM THE WATER SUPPLY BANK**

Dear Renter:

This letter is to inform you that your Rental Agreement for rental of water from the Water Supply Bank has expired. You applied for the rental of water on 1 /29/2014 and the subsequent Rental Agreement authorized diversion of water under Water Right No(s). 51-4037 through the 2014 season only.

The Rental Agreement is expired, or will be expired by the end of the season of use, and the water use in connection with the rental will no longer be in effect.

Any diversion or use of water associated with this rental agreement is not authorized and, if occurring, will be subject to any necessary enforcement action.

If you wish to rent water in the future, please reapply using new forms from the Department's website at www.idwr.idaho.gov. If you have any questions regarding this matter, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

c: na



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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

May 6, 2014

MATTHEW OLIVAS
PURITY SWEET
PO BOX 826
JEROME ID 83338-5482

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 51-4037**

Dear Renter:

Please find enclosed a receipt in the amount of **\$1.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 5 acre-feet of water for commercial use 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, the rental fee will be retained by the Department to offset administrative costs since you are the owner of the right.

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

Sincerely,

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C098775
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Rachel Sommers – IDWR Western Regional Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
322 East Front Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
PRIMEV BOWERS
02 1M
0008003708
APR 18 2014
MAILED FROM ZIP CODE 83702
\$00.381

RECEIVED

APR 29 2014

DEPARTMENT OF
WATER RESOURCES

Olinas 315

PURITY-SWEET INC
315 E AVE H
JEROME ID 83338

*Change Address
Jerome + this
Resend to
this address
4-30-14 ad*

83338-5482

OLIV315* 841 N0C 1260C13C0104/25/14
RETURN TO SENDER
OLIVAS
PO BOX 826
JEROME ID 83338-5482
RETURN TO SENDER





State of Idaho

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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 18, 2014

PURITY SWEET INC
315 E AVE H
JEROME ID 83338

**RE: REQUEST FOR RETURN OF SIGNED RENTAL AGREEMENT AND PAYMENT FOR
WATER RIGHT(S) 51-4037**

*****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 April 3, 2014. 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 \$0.85 within ten (10) days of this letter to complete processing. Diversion and use of the water right(s) 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(s) 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 287-4944.

Sincerely,

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

c: John Westra IDWR Western Region Manager



State of Idaho

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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 3, 2014

PURITY SWEET INC
315 E AVE H
JEROME ID 83338

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 51-04037**

*****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 \$8.50 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 0.5 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$0.85.** If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$0.85 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

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

Sincerely,

for Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s)

c: IDWR Front Desk
John Homan – IDWR Attorney Generals Office

MEMORANDUM

To: File 51-4037

From: Cherie Palmer

Date: April 2, 2014

Re: Review/Analysis for Application to Rent Water from the State Water Supply Bank

Please see Monica Van Bussum's 9/16/2010 review memo for details regarding this ongoing rental application.

I contacted Steve Lester requesting region comment. There were no concerns with this year's rental.

Palmer, Cherie

From: Lester, Steve
Sent: Wednesday, April 02, 2014 8:07 AM
To: Palmer, Cherie
Subject: RE: Purity Sweet WSB Rental Application 51-4037

Appears ok to rent for another year.

From: Palmer, Cherie
Sent: Tuesday, April 01, 2014 1:27 PM
To: Keen, Shelley; Lester, Steve
Cc: Homan, John; Weaver, Mathew
Subject: Purity Sweet WSB Rental Application 51-4037

Shelley and Steve,

I am ready to draft a rental for Matthew Olivas, Purity Sweet for 2014. The application proposes to rent 0.5 af of 51-4037 for commercial use at the applicant's bottling facility. This rental mimics previous rental agreements. Please let me know if you have any comments with the approval of the rental application for one more year.

Thanks,
Cherie