

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

RECEIVED
APR 17 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: **CASA DEL NORTE LP**
11204 N BAR 21 DRIVE
GLENNS FERRY ID 83623
208-366-7931

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

<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
61-2188	1.45 CFS	324.1 AF	NA	72.6 AC
61-7151	0.62 CFS	217.9 AF	NA	54.6 AC
Combined Total:	1.45 CFS	542.0 AF	NA	127.2 AC
61-11977	0.10 CFS	31.8 AF	NA	7.1 AC
61-11979	0.02 CFS	NA	NA	1.3 AC
Combined Total:	0.10 CFS	31.8 AF	NA	8.4 AC
61-11985	0.10 CFS	31.8 AF	NA	7.1 AC
61-11987	0.02 CFS	NA	NA	1.3 AC
Combined Total:	0.10 CFS	31.8 AF	NA	8.4 AC
61-12075	0.04 CFS	14.0 AF	NA	3.1 AC
61-12077	0.01 CFS	NA	NA	0.9 AC
Combined Total:	0.04 CFS	14.0 AF	NA	4.0 AC
61-12119	0.02 CFS	6.9 AF	NA	1.5 AC
61-12182	0.01 CFS	NA	NA	0.5 AC
Combined Total:	0.02 CFS	6.9 AF	NA	2.0 AC
61-12039	1.28 CFS	366.7 AF	NA	81.5 AC
Rental Totals:	2.99 CFS	993.2 AF	160.0 AC	231.5 AC*

*This rental authorizes the irrigation of 160.0 acres total. Extra acres were necessary to reach the requested diversion rate.

Term of Rental: March 15, 2014 to December 31, 2016

Rental Fee: \$16,884.40

The fee for rental of the above-described water is \$16,884.40. Ten percent (\$1,688.44) will go to the Department for administrative costs, and the remainder will be paid to the lessor. An annual payment shall be received by the Department prior to February 15, the beginning of the irrigation season, each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

SUPPORT DATA

IN FILE # 61-02188

Signature of Renter	Printed Name and Title*	Date
	Managing Member	4/16/14
Signature of Renter	Printed Name and Title*	Date

By  Date April 17, 2014
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 61-2188

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: CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENN'S FERRY ID 83623

Priority Date: 2/17/1966

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	1.45 CFS	324.1 AF
	Total:		1.45 CFS	324.1 AF

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

GROUND WATER	SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 72.6

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
61-2188 & 61-7151	1.45 CFS	NA	NA	NA

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-2188**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 61-7151

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: CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENN'S FERRY ID 83623

Priority Date: 4/9/1973

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.62 CFS	217.9 AF
	Total:		0.62 CFS	217.9 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 54.6

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
61-2188 & 61-7151	1.45 CFS	NA	NA	NA

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-7151**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15 provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-11977

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: **CASA DEL NORTE LP**
11204 N BAR 21 DRIVE
GLENNS FERRY ID 83623

Priority Date: 4/23/1964

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.10 CFS	31.8 AF
	Total:		0.10 CFS	31.8 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 7.1

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
61-11977 & 61-11979	0.10 CFS	31.8 AF	NA	NA

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-11977**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15 provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 61-11979

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: CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENN'S FERRY ID 83623

Priority Date: 3/15/1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.02 CFS	NA
	Total:		0.02 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 1.3

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
61-11977 & 61-11979	0.10 CFS	31.8 AF	NA	NA

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-11979**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 61-11985

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: CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENN'S FERRY ID 83623

Priority Date: 4/23/1964

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.10 CFS	31.8 AF
	Total:		0.10 CFS	31.8 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 7.1

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
61-11985 & 61-11987	0.10 CFS	31.8 AF	NA	NA

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-11985**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15 provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 61-11987

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: CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENN'S FERRY ID 83623

Priority Date: 3/15/1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.02 CFS	NA
	Total:		0.02 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 1.3

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
61-11985 & 61-11987	0.10 CFS	31.8 AF	NA	NA

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-11987**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-12119**

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: **CASA DEL NORTE LP**
 11204 N BAR 21 DRIVE
 GLENNS FERRY ID 83623

Priority Date: 4/23/1964

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.02 CFS	6.9 AF
	Total:		0.02 CFS	6.9 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 1.5

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
61-12119 & 61-12182	0.02 CFS	6.9 AF	NA	NA

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-12119**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15 provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 61-12182

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: CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENN'S FERRY ID 83623

Priority Date: 3/15/1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.01 CFS	NA
	Total:		0.01 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 0.5

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
61-12119 & 61-12182	0.02 CFS	6.9 AF	NA	NA

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-12182**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 61-12075

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: CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENN'S FERRY ID 83623

Priority Date: 4/23/1964

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.04 CFS	14.0 AF
	Total:		0.04 CFS	14.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 3.1

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-12075**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15 provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
14. Right 61-12077 is an enlargement of right 61-12075 pursuant to Section 42-1426, Idaho Code.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-12077**

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: CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENN'S FERRY ID 83623

Priority Date: 1/13/1964

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.01 CFS	NA
	Total:		0.01 CFS	NA

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 0.9

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-12077**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15 provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
14. Right 61-12077 is an enlargement of right 61-12075 pursuant to Section 42-1426, Idaho Code.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 61-12039

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: CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENN'S FERRY ID 83623

Priority Date: 1/13/1964

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	1.28 CFS	366.7 AF
	Total:		1.28 CFS	366.7 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 03	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County

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	
04S	09E	8									14	8	35	40		0.5	10		107.5
04S	09E	17		3			29.5	20											52.5

Total Acres: 160

Acre limit within place of use described: 81.5

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 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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 61-12039**

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15 provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
14. All water rights within Basin 61 are from connected sources of water in the Snake River Basin and shall be administered conjunctively.

Water Supply Bank No. _____
(For Department Use Only)

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

JAN 15 2014

DEPARTMENT OF
WATER RESOURCES

Name of Renter Casa Del Norte, LP Phone 208-366-7931

Mailing address 11204 North Bar 21 Drive, Glens Ferry, ID 83623 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
3.2 cfs 640 afa Irrigation 3/15 to 11/15
 _____ to _____
 _____ to _____
 Total: 3.2 cfs 640 afa

2. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

Twtp	Rge	Sec	Lot	1/4	1/4	1/4	County
4S	9E	3			SE	NE	Elmore
		10			SW	NE	
		10			NW	NW	

4. Lands to be irrigated or place of use:

Twtp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4S	9E	8									14	8	35	40		0.5	10		107.5
		17		3			29.5	20											52.5

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 160

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion? Yes ☒ No ☐
 If no, list owner, contact information, and provide documentation of the 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 provide documentation of the 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. Existing wells, pumps, pipe, pivot sprinkler
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
Application for Transfer 76824 has been filed proposing a permissible place of use (PPU) involving 24 surface and water rights. The 160 acres to receive banked water are part of the proposed PPU.
3. Will the proposed place of use receive water from any other source? Yes ☐ No ☒
If yes, describe. Surface water rights 61-2111 and 61-11885 and ground water right 61-301B allow irrigation of 215 acres that partially overlap the proposed pivot area. Ground water under water right 61-301B is not sufficient for all 215 acres.
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.
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. Application for Transfer 76824
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe.

E. RENTAL TERM

1. 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. 2018
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.

John B. McCallum
Signature of Applicant

John B. McCallum
Printed Name and Title*

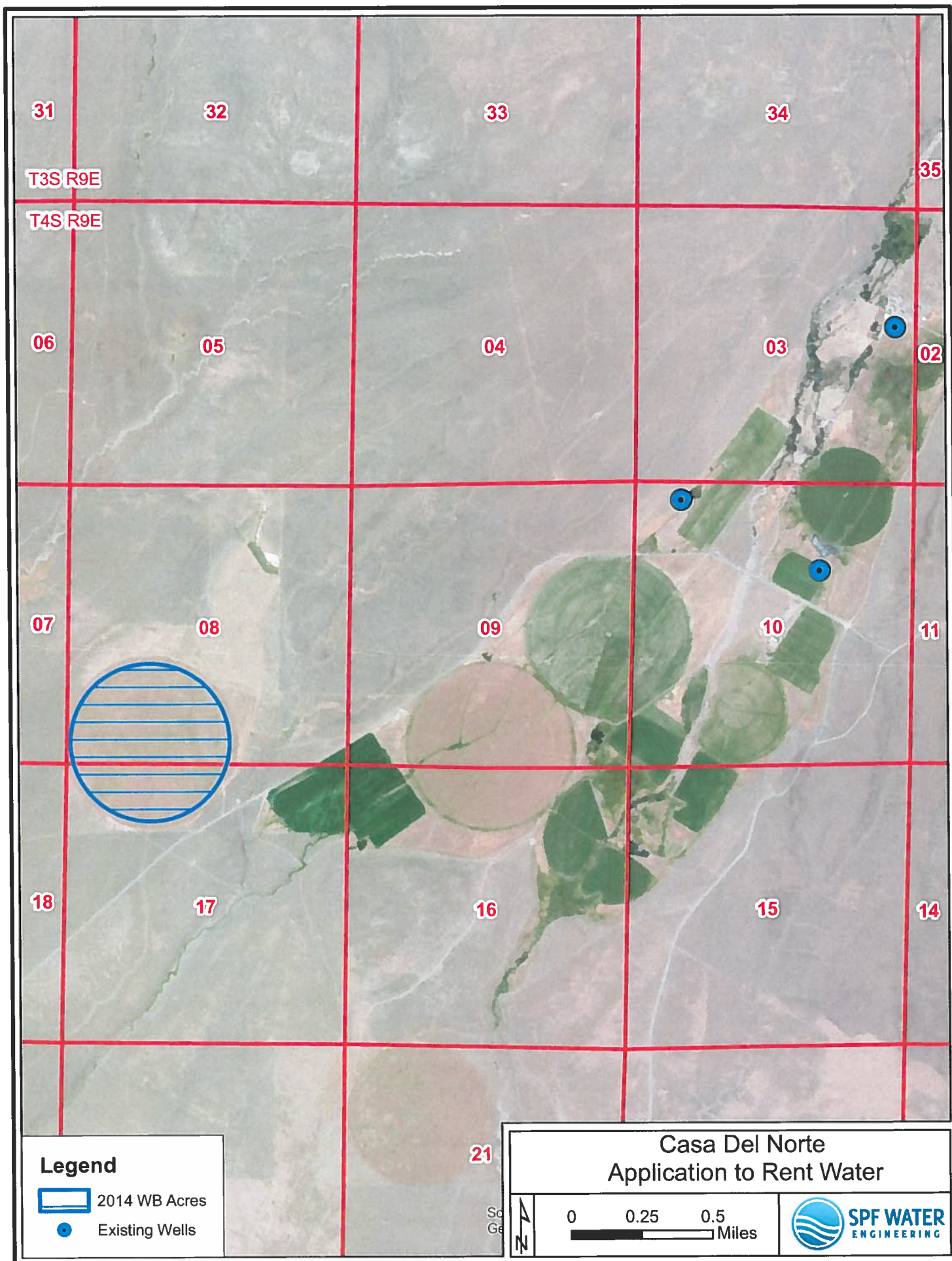
1/18/14
Date

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





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

April 17, 2014

C.L. "BUTCH" OTTER

Governor

CASA DEL NORTE LP
11204N BAR 21 DRIVE LP
GLENN'S FERRY ID 83623

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-02188, 61-07151, 61-11977, 61-11979, 61-11985, 61-11987,
61-12075, 61-12077, 61-12119, 61-12182 & 61-12039**

Dear Renter:

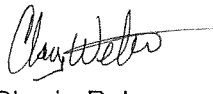
Please find enclosed a receipt in the amount of **\$17,649.40** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 993.2 acre-feet of water for irrigation of 160 acres during 2014. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

I have requested a refund for \$765.00 for receipt # C098685 be returned to you under separate cover from the State Controller's Office for over payment.

Pursuant to the Water Supply Bank Rules, 90% or \$15,195.96 of the rental fee will be paid to the lessor(s) and 10% or \$1,688.44 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
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C098685
Rental Agreement (copy)

c: Sascha Marston – Fiscal
John Westra – IDWR Western Regional Manager
Lori Graves – SPF Water Engineering

Palmer, Cherie

From: Palmer, Cherie
Sent: Thursday, April 17, 2014 2:25 PM
To: Marston, Sascha
Subject: refund request

Hi Sascha,

Can you please issue a refund the following:

\$765.00
C098685
Iron Horse Ranch LLC
From the Water Bank – Department Share 55113

Thank you,
Cherie

April 14, 2014

RECEIVED
APR 16 2014
DEPARTMENT OF
WATER RESOURCES

Cherie Palmer
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: Casa Del Norte Water Bank Rental Fees

Dear Cherie,

Enclosed on behalf of Casa Del Norte is a check for \$17,649.40 that represents the fees you initially calculated for Casa Del Norte to rent water from the Idaho Water Supply Bank for 160 acres irrigation at their Cold Springs Ranch. Upon further review and after the check was released, the Department made modifications to their initial draft agreement, which resulted in slightly less water and consequently less fees. Based on your most recent spreadsheet, the final rental agreement will allow rental of 2.99 cfs ground water through 2016. Based on this amount, the total fee for the 2014 irrigation season is 16,884.40 rather than 17,649.40. Per our telephone conversation, please refund the applicants the \$765 difference.

*refund requested
4/17/14
CP*

The applicants are currently in Alaska, but are due back this week and will sign and submit the final rental agreement you recently mailed upon their return.

Please let me know if there are any questions. Thanks Cherie.

Sincerely,



Lori Graves
Water Rights Specialist

Cc: John and Theresa McCallum
Bruce Smith

Enclosure: Check No. 17064

SPF file number: 162.0010



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

April 10, 2014

C.L. "BUTCH" OTTER

Governor

CASA DEL NORTE LP
11204 NORTH BAR 21 DR
GLENN'S FERRY ID 83623

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-02188, 61-07151, 61-11977, 61-11979, 61-11985, 61-11987,
61-12075, 61-12077, 61-12119, 61-12182 AND 61-12039**

*****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 \$16,884.40 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 993.2 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to February 15 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. 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 \$16,884.40 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 \$15,195.96 of the rental fee will be paid to the lessor(s) and 10% or \$1,688.44 will be retained by the Department to offset administrative costs.

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)

c: IDWR Front Desk
Lori Graves – SPF Water Engineering

MEMORANDUM

To: Right(s) 61-2188, 61-7151, 61-11977, 61-11979, 61-11985, 61-11987, 61-12039, 61-12075, 61-12077 61-12119, 61-12182

From: Cherie Palmer

Date: April 8, 2014

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

PURPOSE/NARRATIVE: Casa Del Norte has submitted a rental application for 160 acres to cover a pivot that is partially covered by rights 61-301B, 61-2111, and 61-11885. The existing water rights do not provide a sufficient supply of water and the rental will supplement nearly 116 acres and will be primary on the remaining 44 acres. I talked with Lori of SPF Engineering about the term of the rental. She indicated that they want to apply for 5 years. I evaluated all the water rights available for rental in Basin 61 and put together a couple scenarios. The first scenario contemplated renting 3.13 cfs through 2016. The second scenario contemplated renting 3.20 cfs through 2014. Lori stated that they don't need the full 1" to the acre and are okay with the lower diversion rate on the 160 acres. This memo and the eventual approval, if okay with region, will execute the first scenario. I have attached an excel spreadsheet of the water rights that will fulfill this rental.

AUTHORITY TO FILE: John McCallum has signed the rental application who is the director of ARD Trading Inc. who is a managing member of Casa Del Norte per the IDSOS.

WATER RIGHT VALIDITY: I checked each water right for compliance of the lease terms. All the water rights I selected for this rental have been idled pursuant to their leases and are all valid since they've been protected from forfeiture by being deposited into the bank.

INJURY TO OTHER WATER RIGHTS: All the water rights I selected for this rental are in the Trust area, as is the rental place of use. In addition, all the water rights that were selected are from the Mountain Home GWMA. This is only a coincidence. The rental place of use is not within the Mountain Home GWMA so it is acceptable to move water out the GWMA to a non-restricted area through a rental.

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: This rental POU is not within an active water district. Steve Lester did not have any concerns with this rental per a telephone conversation on 4/9/2014.

Rate Required	Rented Vol (AF)	Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$17 (2013-2017)					
3.20 cfs	640								

Scenario 1					Rate	Acres	Trust	GWMA	Lease Exp.
61-2188*	324.1	4958.73	550.97	5509.70	1.45	72.60	Y	Y	indef
61-7151	217.9	3333.87	370.43	3704.30	0.62	54.60	Y	Y	indef
Limit	542				1.45	127.20			
61-11977	31.8	486.54	54.06	540.60	0.10	7.10	Y	Y	indef
61-11979	0	0	0	0.00	0.02	1.30	Y	Y	indef
Limit	31.8				0.10	8.40			
61-11985	31.8	486.54	54.06	540.60	0.10	7.10	Y	Y	2016
61-11987	0	0	0	0.00	0.02	1.30	Y	Y	2016
Limit	31.8				0.10	8.40			
61-12039	366.7	5610.51	623.39	6233.90	1.28	81.50	Y	Y	indef
61-12075	14	214.2	23.8	238.00	0.04	3.10			indef
61-12077	0	0	0	0.00	0.00	0.90			indef
Limit	14				0.04	4.00			
61-12119	6.9	105.57	11.73	117.30	0.02	1.50	y	y	indef
61-12182	0				0.01	0.50	y	y	indef
Limit	6.9				0.02	2.00			
Total	993.2	15195.96	1688.44	16884.40	2.99	231.50			

*acres determined from lease agreement

Palmer, Cherie

Subject: FW: Casa Del Norte

From: Lori Graves [<mailto:LGraves@spfwater.com>]

Sent: Tuesday, April 08, 2014 3:44 PM

To: Palmer, Cherie

Subject: FW: Casa Del Norte

Please let me know if the following email correspondence will suffice. Thanks Cherie.

From: Lori Graves

Sent: Monday, April 07, 2014 9:49 AM

To: 'Buyer, Remington'

Cc: Bruce M. Smith (BMS@msbtlaw.com)

Subject: FW: Casa Del Norte

Good Morning Remington,

In order to not get caught up in this delay every year, please change our water bank rental request from one year to a five year lease term. Thank you.

Lori Graves

From: Hemenway, Sandy <Sandy.Hemenway@idwr.idaho.gov>
Sent: Wednesday, January 08, 2014 7:21 AM
To: Lori Graves
Cc: irondragonmistress@yahoo.com; Lester, Steve; Westra, John; Palmer, Cherie
Subject: RE: Casa Del Norte LP WSB Rental Application - Denial Letter

Lori,

I am forwarding this to Cherie Palmer (Water Supply Bank Contact Person), so you have a continuous contact person on this issue. I have also copied Steve Lester and John Westra at the Western Regional office so they are aware.

Please send the new modified rental application to the attention of Cherie Palmer.

Thanks,

Sandy

From: Lori Graves [mailto:LGraves@spfwater.com]
Sent: Friday, January 03, 2014 1:56 PM
To: Hemenway, Sandy
Cc: irondragonmistress@yahoo.com
Subject: RE: Casa Del Norte LP WSB Rental Application - Denial Letter

Sandy,

The transfer application has been held up since submittal in 2007. While pending, the Department has previously approved rental applications on PODs and POU associated with the transfer.

John McCallum confirmed that the recently proposed acres can be irrigated from cold water wells only. Consequently, applicants plan to re-submit a rental application with the hot wells removed. Please let me know if we should send the new (modified) rental application to your attention for processing. Thanks Sandy.

From: Hemenway, Sandy [mailto:Sandy.Hemenway@idwr.idaho.gov]
Sent: Monday, December 23, 2013 10:40 AM
To: Lester, Steve; Lori Graves
Cc: Hemenway, Sandy; Palmer, Cherie; Skaggs, Pam
Subject: Casa Del Norte LP WSB Rental Application - Denial Letter

Please find a copy of the WSB Rental Application Denial letter attached. A hard copy has been sent to Casa Del Norte.

Thanks,

Sandy Hemenway
Sr. Water Resource Agent
IDWR State Office
(208)287-4920
Sandy.hemenway@idwr.idaho.gov



RECEIVED

JAN 15 2014

DEPARTMENT OF
WATER RESOURCES

January 14, 2014

Cherie Palmer
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: *Application to Rent Water*

Dear Cherie,

Enclosed on behalf of Casa Del Norte LP, is an *Application to Rent Water From the Water Supply Bank* for irrigation use during the 2014 irrigation season. Application for Transfer 76824 has been filed proposing a permissible place of use (PPU) involving 24 surface and water rights. The 160 acres to receive banked water and the three existing well sites are part of the transfer's proposed PPU. The transfer has been advertised and protested. Applicants wish to secure rental water in case the transfer protest is not resolved by the 2014 irrigation season.

Note that Sandy Hemenway returned the original rental application we submitted for reasons listed in the attached letter dated 12/23/2013. Also attached is email correspondence between myself and Sandy in response to her letter.

Please let me know if there are any further questions. Thanks Cherie.

Sincerely,

A handwritten signature in black ink, appearing to read "Lori Graves", is written over a horizontal line.

Lori Graves
Water Rights Specialist

Cc: John & Theresa McCallum

Enclosures
Rental Application
E-mail correspondence

SPF file number: 162.0010