

MEMO

TO: Rob Whitney

FROM: Cherie Palmer

DATE: February 26, 2014

RE: Unauthorized use of water right 02-7062

While finding a water right to fulfill a water supply bank rental application, I found that water right 02-7062 was irrigating approximately 43 of 205 total acres in 2013 while it is fully leased to the bank.

Water right 02-7062 is committed to two rental agreements which both expire at the end of the year in 2016. The total amount committed through 2016 equals 185.1 acres. The leased acres equal 205 acres. The amount of acres found to be illegally irrigated equal 43 acres.

$205.0 \text{ acres total/leased} - 185.1 \text{ acres rented} = 19.9 \text{ acres uncommitted leased acres.}$

$43 \text{ acres irrigated} - 19.9 \text{ uncommitted leased acres} = \text{an enlargement of } 23.1 \text{ acres.}$

This means that there was an enlargement of 23.1 acres in the 2013 season.

Summary:

Mr. Field leased his entire water right into the bank in 2001

The entire water right was rented in 2004 by Twin Falls Canal Co. The water right's place of use did not get irrigated.

Aerial imagery does not show irrigation at the water right's place of use until 2011.

2011- Roughly 40 acres were irrigated

2012 – Roughly 40 acres were irrigated

2013 – Roughly 43 acres were irrigated

In 2012, two rental agreements were in effect that were to expire in 2016; one to Mr. Dirks for 70 acres and one to Midnight Sun for 115.1 acres.

Mr. Field was paid in 2012 and 2013 for the rental of 185.1 acres.

In conclusion, Mr. Field enlarged water right 2-7062 by 23.1 acres two years and violated the terms of his lease:

Acres authorized under 2-7062:	205.0
Acres irrigated under rental agreements in 2012 and 2013:	185.1
<u>Acres that were irrigated in 2012 and 2013:</u>	<u>43.0</u>
	-23.1 acres

No acres were rented in 2011 so no enlargement occurred; however, the Mr. Field did violate the terms of his lease. When a water right is leased into the bank, the activity the water right authorizes must be ceased.

Water Right 2-7062 Place of Use and Violation of Lease Terms

