

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

RECEIVED**DEC 18 2013****DEPARTMENT OF
WATER RESOURCES**

This is to certify that: **JAKE TRAUGHBER**
JENNIFER TRAUGHBER
368 S 200 E
JEROME, ID, 83338
(208)280-1113
jandjtraughber@earthlink.net

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>
36-7377F	0.04 CFS	9.6 AF*	(2.4 AC)	(4.0 AC)
36-7547F	0.04 CFS	16.0 AF*	(4.0 AC)	(4.0 AC)
TOTAL	0.06 CFS	16.0 AF*	(4.0 AC)	(4.0 AC)
36-16140	0.01 CFS	6.4 AF*	(1.0 AC)	(5.5 AC)
36-16839	0.06 CFS	20.0 AF*	(5.0 AC)	(5.5 AC)
TOTAL	0.06 CFS	22.0 AF*	(5.5 AC)	(5.5 AC)
Combined				
Rental Totals:	0.12 CFS	38.0 AF*	(9.5 AC)	(9.5 AC)

*Limited to 28.5 AF due to change in nature of use.

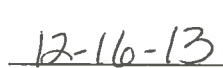
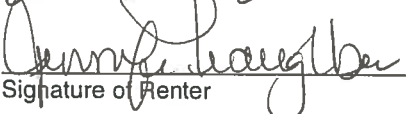
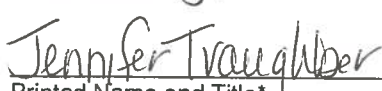
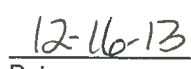
Term of Rental: **October 22, 2013 to December 31, 2014**

Rental Fee: **\$646.00 annually**

The **2013** rental fee for the above-described water is **\$646.00, due within 14 days**. Ten percent of the annual fee (\$64.60) will go to the Department for administrative costs, and the remainder will be paid to the lessor. **The annual payment of \$646.00 for 2014 shall be received by the Department prior to January 1, 2014.** 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.

Detailed water right specific limitations and conditions are 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:

 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

SUPPORT DATA

IN FILE # **36-7377F**

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, Acting Administrator
Idaho Water Resource Board

Date

12/30/2013



WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 36-7377F

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: JAKE TRAUGHBER
JENNIFER TRAUGHBER
368 S 200 E
JEROME, ID, 83338

Priority Date: 9/7/1973

Source: GROUND WATER **Tributary to:**

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01	to 12/31	0.04 CFS	9.6 AF*
STOCKWATER	01/01	to 12/31	0.04 CFS	9.6 AF*
	Total:		0.04 CFS	9.6 AF*

*Limited to 7.2 AF due to change in use.

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

GROUND WATER	SW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 9	Twp 09S	Rge 17E	JEROME County
GROUND WATER	SW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 9	Twp 09S	Rge 17E	JEROME County

RENTER'S PLACE OF USE: COMMERCIAL and STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	17E	9						X	X			X							

Total Acres: Previously appurtenant to irrigation of 2.4 acres.

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
36-7377F, 36-7547F	0.06 CFS	16.0 AF*	N/A	N/A

*Limited to 12.0 AF due to change in nature of use.

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 2.4 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
14. Prior to diversion of water under this approval, the right holder shall install and maintain acceptable measuring devices at the authorized points of diversion in accordance with Department specifications.
15. Upon specific notification of the Department the right holder shall install and maintain data loggers to record water usage information at the authorized point of diversions in accordance with the Department specifications.
16. Rental of Rights 36-7377F and 36-7547F when combined shall not exceed a total diversion rate of 0.06 cfs and a total annual maximum diversion volume of 12.0 AF due to change in nature of use.
17. Rental of Rights 36-7377F, 36-7547F, 36-16140 and 36-16839 when combined shall not exceed a total diversion rate of 0.12 cfs and a total annual maximum diversion volume of 28.5 af due to change in nature of use.
18. Commercial use is for a dairy.
19. For the rental agreement, the following rights are diverted through point(s) of diversion described above: 36-7377F, 36-7547F, 36-15271, 36-16140 and 36-16839.

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 36-7547F

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: JAKE TRAUGHBER
JENNIFER TRAUGHBER
368 S 200 E
JEROME, ID, 83338

Priority Date: 5/13/1975

Source: GROUND WATER

Tributary to:

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01	to 12/31	0.04 CFS	16.0 AF*
STOCKWATER	01/01	to 12/31	0.04 CFS	16.0 AF*
	Total:		0.04 CFS	16.0 AF*

*Limited to 12.0 AF due to change in use.

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

GROUND WATER	SW¼NW¼	Sec. 9	Twp 09S	Rge 17E	JEROME County
GROUND WATER	SW¼NW¼	Sec. 9	Twp 09S	Rge 17E	JEROME County

RENTER'S PLACE OF USE: COMMERCIAL and STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	17E	9						X	X			X							

Total Acres: Previously appurtenant to irrigation of 4.0 acres.

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
36-7377F, 36-7547F	0.06 CFS	16.0 AF*	N/A	N/A

*Limited to 12.0 AF due to change in nature of use.

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 4.0 acres.
3. 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.
4. 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.

5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
14. Prior to diversion of water under this approval, the right holder shall install and maintain acceptable measuring devices at the authorized points of diversion in accordance with Department specifications.
15. Upon specific notification of the Department the right holder shall install and maintain data loggers to record water usage information at the authorized point of diversions in accordance with the Department specifications.
17. Rental of Rights 36-7377F and 36-7547F when combined shall not exceed a total diversion rate of 0.06 cfs and a total annual maximum diversion volume of 12.0 AF due to change in nature of use.
18. Rental of Rights 36-7377F, 36-7547F, 36-16140 and 36-16839 when combined shall not exceed a total diversion rate of 0.12 cfs and a total annual maximum diversion volume of 28.5 af due to change in nature of use.
19. Commercial use is for a dairy.
20. For the rental agreement, the following rights are diverted through point(s) of diversion described above: 36-7377F, 36-7547F, 36-15271, 36-16140 and 36-16839.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 36-16140**

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: JAKE TRAUGHBER
JENNIFER TRAUGHBER
368 S 200 E
JEROME, ID, 83338

Priority Date: 3/15/1974

Source: GROUND WATER **Tributary to:**

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01	to 12/31	0.01 CFS	6.4 AF*
STOCKWATER	01/01	to 12/31	0.01 CFS	6.4 AF*
	Total:		0.01 CFS	6.4 AF*

*Limited to 3.0 AF due to change in use.

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

GROUND WATER	SW¼NW¼	Sec. 9	Twp 09S	Rge 17E	JEROME County
GROUND WATER	SW¼NW¼	Sec. 9	Twp 09S	Rge 17E	JEROME County

RENTER'S PLACE OF USE: COMMERCIAL and STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	17E	9						X	X			X							

Total Acres: Previously appurtenant to irrigation of 1.0 acre.

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
36-16140, & 36-16839	0.06 CFS	22.0 AF*	N/A	N/A

*Limited to 16.5 AF due to change in nature of use.

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 1.0 acres.
3. 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.
4. 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.

5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
7. Use of water under this agreement shall not prejudice any action of the Department in its
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
14. Rental of Rights 36-16140 and 36-16839 when combined shall not exceed a total diversion rate of 0.06 cfs and a total annual maximum diversion volume of 16.5 AF due to change in use.
15. Rental of Rights 36-7377F, 36-7547F, 36-16140 and 36-16839 when combined shall not exceed a total diversion rate of 0.12 cfs and a total annual maximum diversion volume of 28.5 af due to change in nature of use.
16. Commercial use is for a dairy.
17. Prior to diversion of water under this approval, the right holder shall install and maintain acceptable measuring devices at the authorized points of diversion in accordance with Department specifications.
18. Upon specific notification of the Department the right holder shall install and maintain data loggers to record water usage information at the authorized point of diversions in accordance with the Department specifications.
19. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as were determined by the Snake River Basin Adjudication court in the 5/31/2002 decree.
20. For the rental agreement, the following rights are diverted through point(s) of diversion described above: 36-7377F, 36-7547F, 36-15271, 36-16140 and 36-16839.

WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 36-16839

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: JAKE TRAUGHBER
 JENNIFER TRAUGHBER
 368 S 200 E
 JEROME, ID, 83338

Priority Date: 6/23/1952

Source: GROUND WATER **Tributary to:**

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01	to 12/31	0.06 CFS	20.0 AF*
STOCKWATER	01/01	to 12/31	0.06 CFS	20.0 AF*
	Total:		0.06 CFS	20.0 AF*

*Limited to 15.0 AF due to change in use.

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

GROUND WATER	SW¼NW¼	Sec. 9	Twp 09S	Rge 17E	JEROME County
GROUND WATER	SW¼NW¼	Sec. 9	Twp 09S	Rge 17E	JEROME County

RENTER'S PLACE OF USE: COMMERCIAL and STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	17E	9						X	X			X							

Total Acres: Previously appurtenant to irrigation of 5.0 acres.

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
36-16140, & 36-16839	0.06 CFS	22.0 AF*	N/A	N/A

*Limited to 16.5 AF due to change in nature of use.

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 5.0 acres.
3. 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.

4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
14. Rental of Rights 36-16140 and 36-16839 when combined shall not exceed a total diversion rate of 0.06 cfs and a total annual maximum diversion volume of 16.5 AF due to change in use.
15. Rental of Rights 36-7377F, 36-7547F, 36-16140 and 36-16839 when combined shall not exceed a total diversion rate of 0.12 cfs and a total annual maximum diversion volume of 28.5 af due to change in nature of use.
16. Commercial use is for a dairy.
17. Prior to diversion of water under this approval, the right holder shall install and maintain acceptable measuring devices at the authorized points of diversion in accordance with Department specifications.
18. Upon specific notification of the Department the right holder shall install and maintain data loggers to record water usage information at the authorized point of diversions in accordance with the Department specifications.
19. Right 36-16140 is an enlargement of Right 36-16839 pursuant to Section 42-1426, Idaho Code.
20. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as were determined by the Snake River Basin Adjudication court in the 5/31/2002 decree.
21. For the rental agreement, the following rights are diverted through point(s) of diversion described above: 36-7377F, 36-7547F, 36-15271, 36-16140 and 36-16839.

RECEIVED

OCT 22 2013

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANKAmended

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) Randy TolmanMailing Address 412 South 200 East Jerome, Idaho 83338

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>0.10</u>	<u>32.0</u>	<u>Stock/Commerical</u>	<u>01/01</u> to <u>12/31</u>
<u>0.0</u>	<u>6.0</u>	<u>Stock/Commerical</u>	<u>01/01</u> to <u>12/31</u>
<u>Total: 0.10</u>	<u>38.0</u>		

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
09S	17E	9			SW	NW	Jerome
09S	17E	9			SW	NW	

4. Lands to be irrigated or place of use:

6.45 11/21/2013

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	17E	9					X	X			X								

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.

For: 36-7377, 36-7547, 36-16140, 36-16839

RECEIVED

OCT 22 2013

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION 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) Randy TolmanMailing Address 412 South 200 East Jerome, Idaho 83338

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>0.10</u>	<u>32.0</u>	<u>Stock/Commerical</u>	<u>01/01</u>	to <u>12/31</u>
<u>0.0</u>	<u>6.0</u>	<u>Stock/Commerical</u>	<u>01/01</u>	to <u>12/31</u>
				to _____
Total: <u>0.10</u>	<u>38.0</u>			

2. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	¼	¼	¼	County
09S	17E	9			SW	NW	Jerome
09S	17E	9			SW	NW	

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	
09S	17E	9							X			X							

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.

See Amended Application

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
Existing dairy facility with existing well and delivery system.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
36-15271
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. Based on previously approved rental agreements and Water Requirements and Consumptive Use Worksheet
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. 36-8632
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe. _____

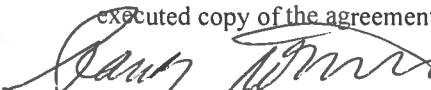
E. RENTAL TERM

- 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. 2 (2013, 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.


Signature of Applicant

Randy Tolman owner
Printed Name and Title*

10/14/13
Date

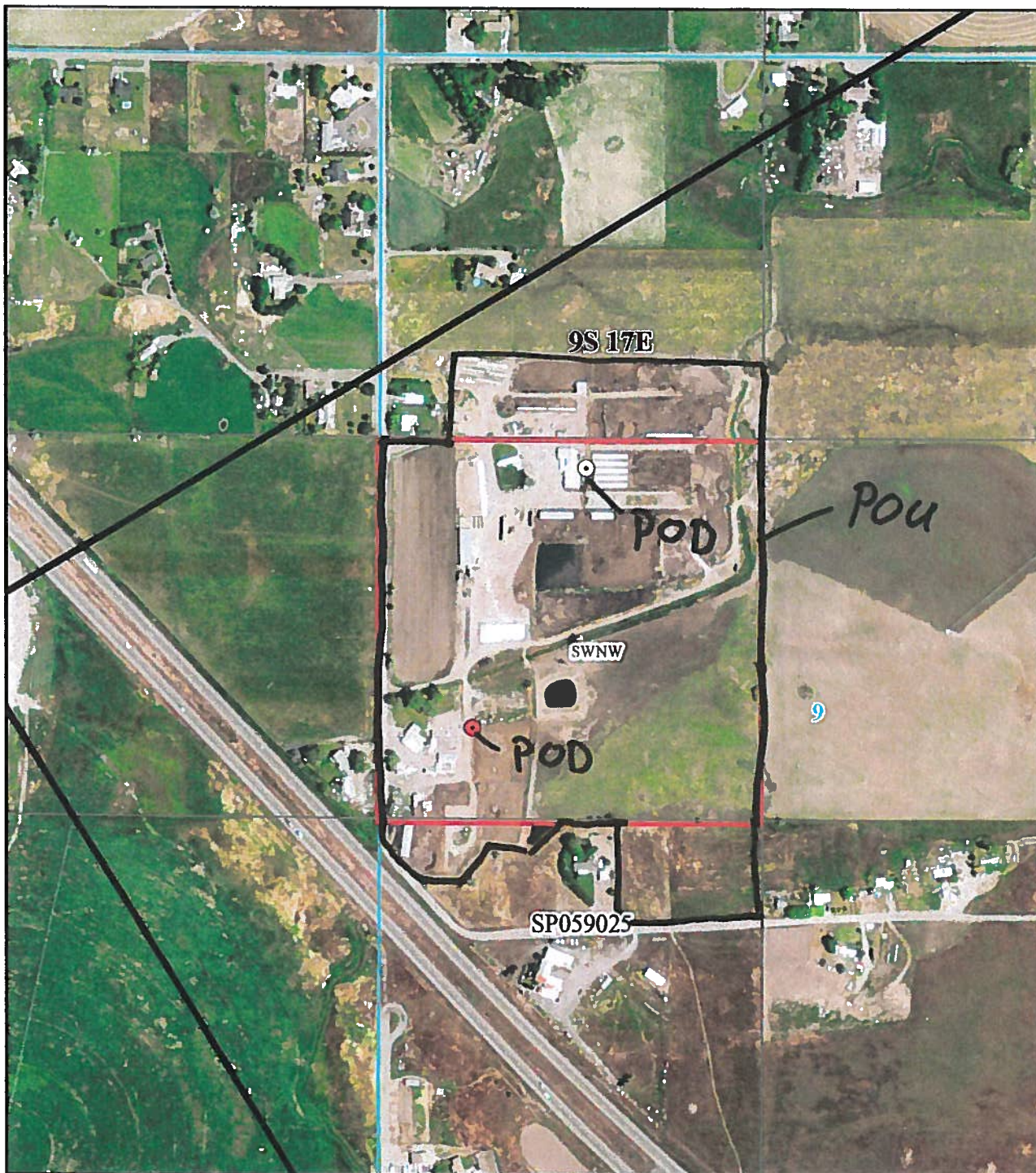
Signature of Applicant

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



0 200 400 800 Feet

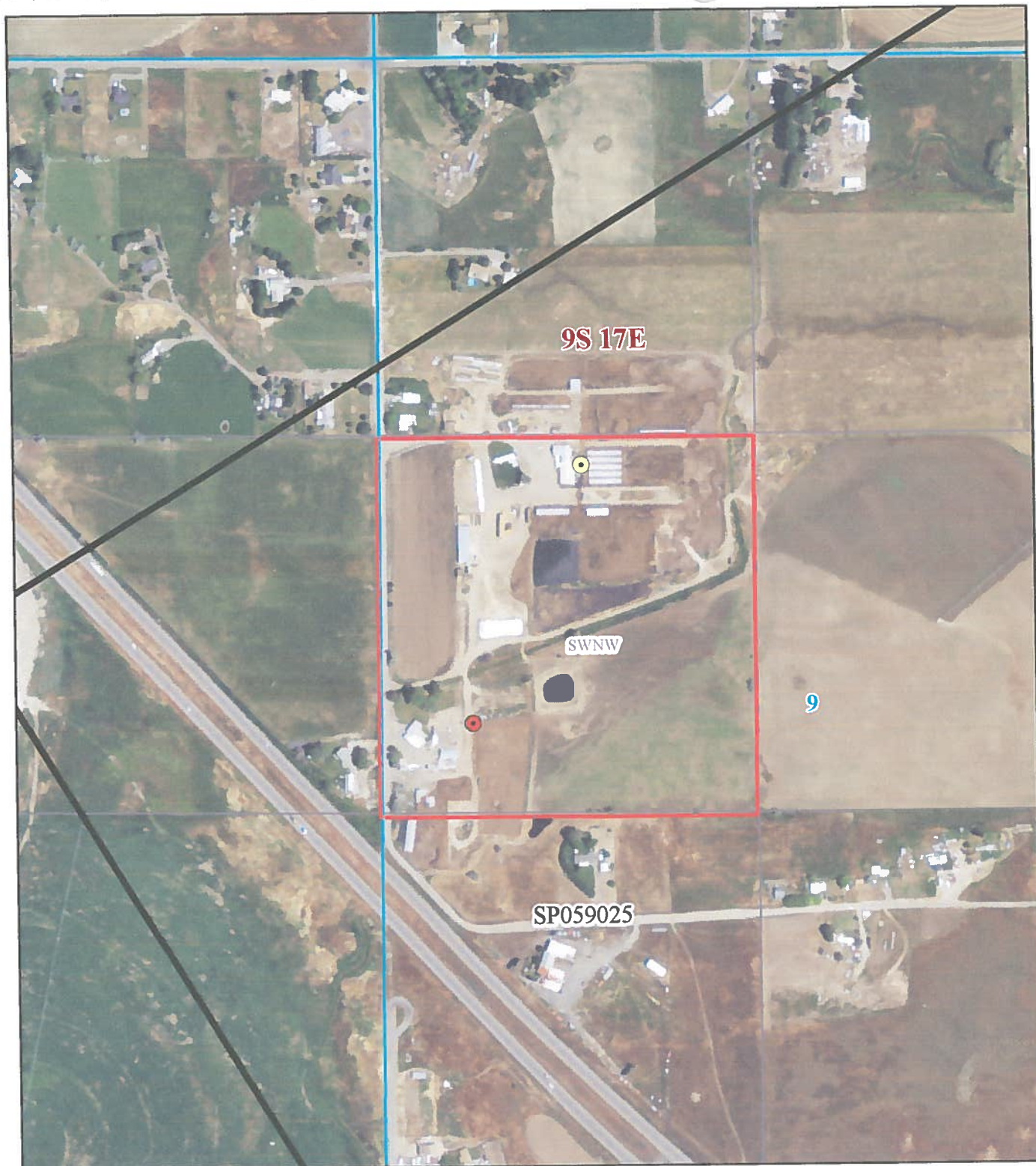
Proposed POU + POD

~~WILLIAM, ROB WATER SUPPLY BANK~~
~~RENTAL 2014, 36-15271~~
 NAIP 2011 AERIAL PHOTO.

Legend

- Well
- Water_Rights_POD
- Water_Rights_POU
- ESPA CELLS
- twnshp
- Sections
- QQ Lines





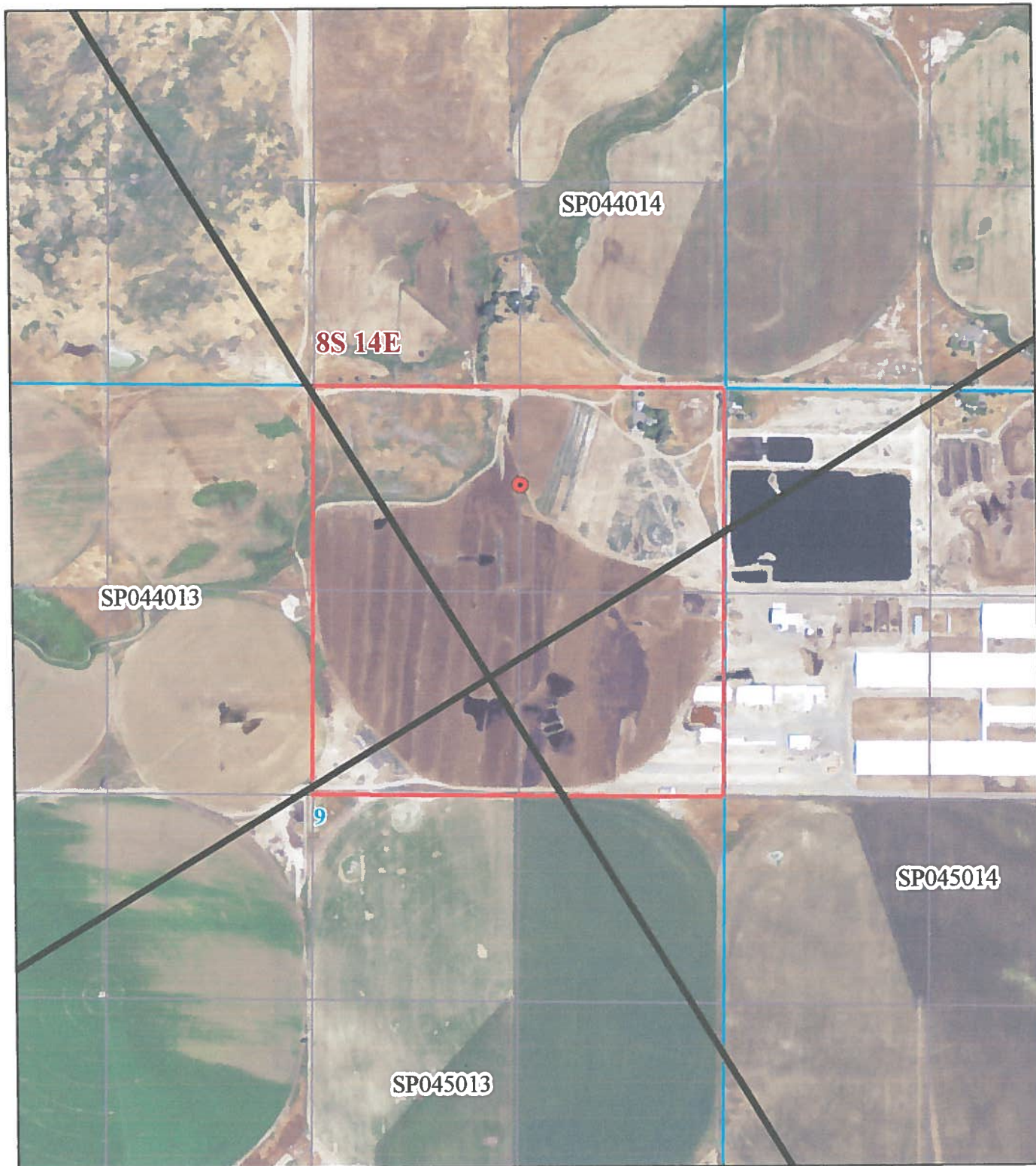
0 200 400 800 Feet

**WILLIAM, ROB - WATER SUPPLY BANK
RENTAL 2014, 36-15271
NAIP 2011 AERIAL PHOTO.**

Legend

- Well
- Water_Rights_POD
- Water_Rights_POU
- ESPA CELLS
- twnshp
- Sections
- QQ Lines





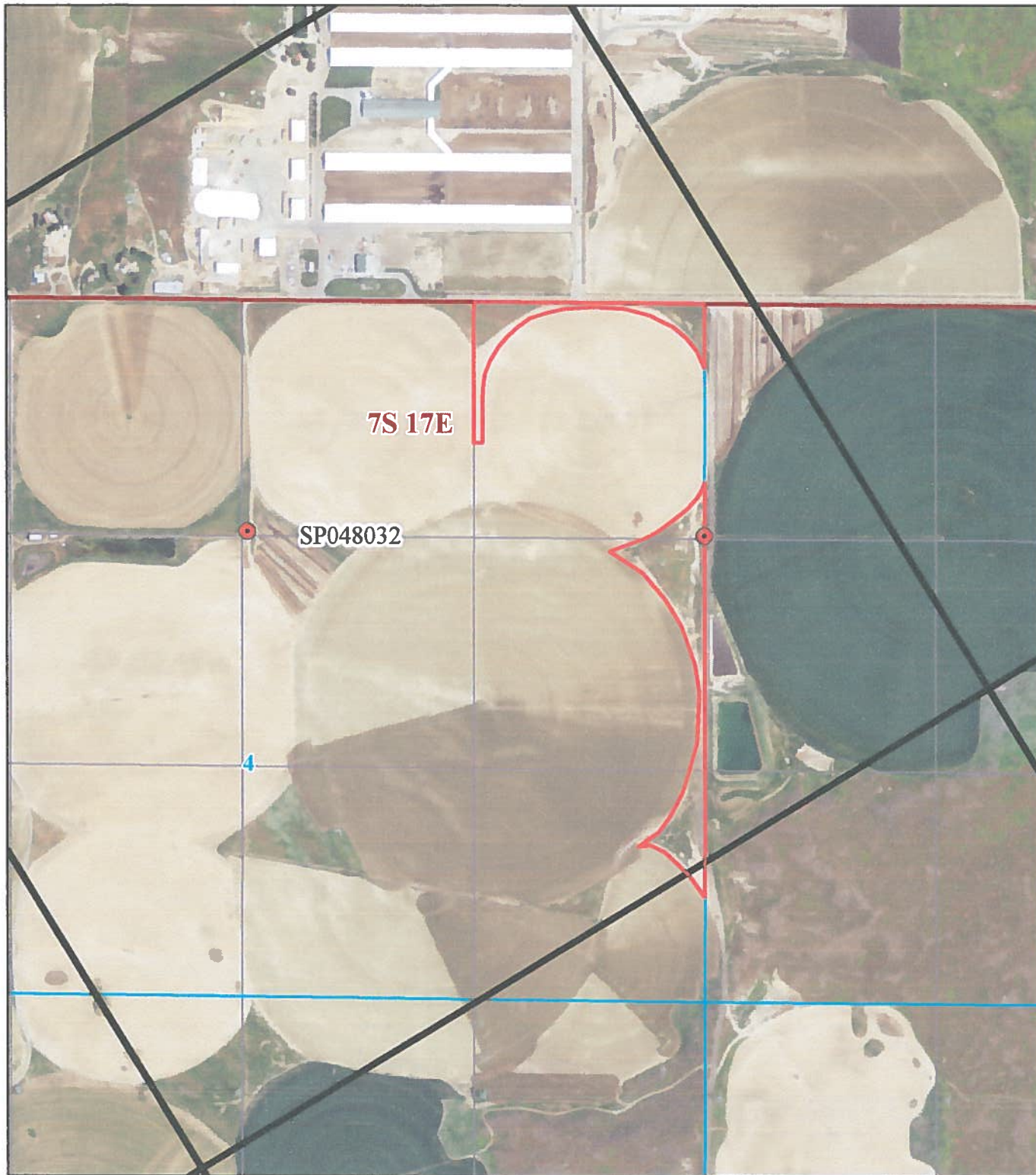
0 350 700 1,400 Feet

**WILLIAM, ROB - WATER SUPPLY BANK
RENTAL 2014, 36-2297
NAIP 2011 AERIAL PHOTO.**

Legend

-  Water_Rights_POD
-  ESPA CELLS
-  Water_Rights_POU
-  Sections
-  twnshp
-  QQ Lines





0 330 660 1,320 Feet

**WILLIAM, ROB - WATER SUPPLY BANK
RENTAL 2014, 36-16140
NAIP 2011 AERIAL PHOTO.**

BROCKWAY ENGINEERING, PLLC.
ALR - OCT. 17, 2013

Legend

-  36-16140_WR_POD
-  36-16140_WR_POU
-  ESPA CELLS
-  twnshp
-  Sections
-  QQ Lines



ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF WATER

Cells this color are set up for user entries

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

TRANSFER NO:

YEAR
SEASON

1950

TRANSFER NAME:

SPRING

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	59	48	44	
COLUMN	25	32	14	

32.0 AFA

22.0 AFA
16.0 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1950	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1950	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1950	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1951	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1951	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1951	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1952	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1952	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1952	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1953	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1953	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1953	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1954	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1954	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1954	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1955	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1955	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1955	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1956	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1956	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1956	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1957	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1957	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1957	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1958	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1958	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1958	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1959	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1959	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1959	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1960	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1960	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1960	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1961	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1961	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1961	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1962	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1962	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1962	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1963	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1963	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1963	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1964	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1964	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1964	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1965	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1965	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1965	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1966	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1966	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1966	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1967	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1967	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1967	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1968	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1968	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1968	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1969	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1969	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1969	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1970	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1970	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1970	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1971	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1971	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1971	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1972	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1972	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1972	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1973	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1973	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1973	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1974	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1974	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1974	0.0	7.3	7.3	5.3	5.3	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

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IDAHO DEPARTMENT OF WATER

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

YEAR 1950
SEASON SPRING

TRANSFER NO:

TRANSFER NAME:

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	59	48	44	
COLUMN	25	32	14	

32.0 AFA

22.0 AFA

16.0 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		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 1975	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1975	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1975	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1976	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1976	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1976	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1977	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1977	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1977	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1978	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1978	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1978	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1979	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1979	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1979	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1980	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1980	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1980	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1981	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1981	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1981	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1982	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1982	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1982	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1983	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1983	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1983	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1984	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1984	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1984	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1985	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1985	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1985	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1986	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1986	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1986	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1987	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1987	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1987	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1988	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1988	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1988	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1989	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1989	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1989	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1990	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1990	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1990	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1991	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1991	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1991	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1992	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1992	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1992	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1993	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1993	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1993	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1994	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1994	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1994	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1995	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1995	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1995	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1996	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1996	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1996	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1997	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1997	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1997	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1998	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1998	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1998	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 1999	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 1999	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 1999	0.0	7.3	7.3	5.3	5.3	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

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IDAHO DEPARTMENT OF AGRICULTURE

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ENTER STARTING DATE FOR

SIMULATION. THEN PUSH

"UPDATE DATES" BUTTON

YEAR

1950

TRANSFER NAME:

SEASON

SPRING

1

2

3

4

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	59	48	44	
COLUMN	25	32	14	

32.0 AFA

22.0 AFA

16.0 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		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 2000	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2000	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2000	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2001	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2001	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2001	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2002	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2002	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2002	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2003	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2003	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2003	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2004	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2004	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2004	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2005	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2005	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2005	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2006	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2006	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2006	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2007	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2007	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2007	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2008	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2008	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2008	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2009	0.0	7.3	7.3	0.0	5.3	0.0	0.0
SUM 2009	0.0	7.3	7.3	0.0	5.3	0.0	0.0
WIN 2009	0.0	7.3	7.3	0.0	5.3	0.0	0.0
SPR 2010	0.0	7.3	7.3	0.0	5.3	0.0	0.0
SUM 2010	0.0	7.3	7.3	0.0	5.3	0.0	0.0
WIN 2010	0.0	0.0	7.3	0.0	5.3	0.0	0.0
SPR 2011	0.0	0.0	7.3	0.0	5.3	0.0	0.0
SUM 2011	0.0	0.0	7.3	0.0	5.3	0.0	0.0
WIN 2011	0.0	0.0	7.3	0.0	5.3	0.0	0.0
SPR 2012	0.0	0.0	7.3	0.0	5.3	0.0	0.0
SUM 2012	0.0	0.0	7.3	0.0	5.3	0.0	0.0
WIN 2012	0.0	0.0	7.3	0.0	5.3	0.0	0.0
SPR 2013	10.7	0.0	7.3	0.0	5.3	0.0	0.0
SUM 2013	10.7	0.0	7.3	0.0	5.3	0.0	0.0
WIN 2013	10.7	0.0	7.3	0.0	5.3	0.0	0.0
SPR 2014	10.7	0.0	7.3	0.0	5.3	0.0	0.0
SUM 2014	10.7	0.0	7.3	0.0	5.3	0.0	0.0
WIN 2014	10.7	0.0	7.3	0.0	5.3	0.0	0.0
SPR 2015	0.0	0.0	7.3	0.0	5.3	0.0	0.0
SUM 2015	0.0	0.0	7.3	0.0	5.3	0.0	0.0
WIN 2015	0.0	0.0	7.3	0.0	5.3	0.0	0.0
SPR 2016	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2016	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2016	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2017	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2017	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2017	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2018	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2018	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2018	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2019	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2019	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2019	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2020	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2020	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2020	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2021	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2021	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2021	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2022	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2022	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2022	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2023	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2023	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2023	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2024	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2024	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2024	0.0	7.3	7.3	5.3	5.3	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

1

2

3

4

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

TRANSFER NO:

YEAR 1950

TRANSFER NAME:

SEASON SPRING

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	59	48	44	
COLUMN	25	32	14	

32.0 AFA

22.0 AFA
16.0 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		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 2025	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2025	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2025	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2026	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2026	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2026	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2027	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2027	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2027	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2028	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2028	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2028	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2029	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2029	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2029	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2030	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2030	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2030	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2031	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2031	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2031	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2032	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2032	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2032	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2033	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2033	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2033	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2034	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2034	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2034	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2035	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2035	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2035	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2036	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2036	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2036	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2037	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2037	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2037	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2038	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2038	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2038	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2039	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2039	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2039	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2040	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2040	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2040	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2041	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2041	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2041	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2042	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2042	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2042	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2043	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2043	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2043	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2044	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2044	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2044	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2045	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2045	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2045	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2046	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2046	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2046	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2047	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2047	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2047	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SPR 2048	0.0	7.3	7.3	5.3	5.3	0.0	0.0
SUM 2048	0.0	7.3	7.3	5.3	5.3	0.0	0.0
WIN 2048	0.0	7.3	7.3	5.3	5.3	0.0	0.0

Mitigation Analysis Period

Trimester ▼

Trimester 1 2 Trimester) A/F/I

Annual

Total Reach Depletion Impacts

A/F/I:	0.0	0.0	0.0	0.0	0.00	1.98	0.0	0.0	0.0	0.0	0.0	0.0
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One-Way Analysis of Independent Transfers

Transfer 1 :

Southfield and Notch Butte to Tokman 2013-2014 Rental

100.0% Pre-SS 38.0 AFA 9.5 Acres \$ 648.00

100.0% Post-SS 32.0 AFA 8.0 Acres

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

Transfer: Worst Case Transient State Impacts following Transfer

Impact by Reach (A/F/Trimester)

Ashton to Rexburg	Hesse to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev Wtbl To Buhl	Buhl to 1000 Spr	1000 Spr to 1000 Spr to Malad	Malad	Malad to Bancroft	
0.04	0.05	0.37	1.30	0.35	3.21	2.86	3.17	0.25	1.02	0.04
0.04	0.05	0.37	1.30	0.34	3.21	2.86	3.17	0.25	1.02	0.04
0.04	0.05	0.37	1.30	0.35	3.21	2.86	3.17	0.25	1.02	0.04
0.04	0.05	0.37	1.30	0.34	5.19	2.86	3.17	0.25	1.02	0.04

Steady State Analysis	Mitigation Check 1 - >10% of Historical	-0.2%	-0.1%	-0.1%	-0.1%	-0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	Mitigation Check 2 - > 2 AFT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Check 3 - >10% of Total	0.3%	0.4%	2.9%	16.3%	2.7%	25.4%	22.8%	25.0%	1.9%	8.0%	0.3%
	Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis	Mitigation Check 1 - >10% of Historical	-0.2%	-0.1%	-0.1%	-0.1%	-0.1%	61.49%	0.0%	0.0%	0.0%	0.0%	0.0%
	Mitigation Check 2 - > 2 AFT	0.0	0.0	0.0	0.0	0.0	1.98	0.0	0.0	0.0	0.0	0.0
	Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.0	1.98	0.0	0.0	0.0	0.0	0.0

Read Me

Transfer 2 : Notch Butte

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

Transfer 1: Worst Case Transient State Impacts following Transfer

Impact by Reach (A/F/Trimester)

Ashton to Rexburg	Hesse to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev Wtbl To Buhl	Buhl to 1000 Spr	1000 Spr to Malad	Malad to Bancroft
0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00

Steady State Analysis	Mitigation Check 1 - >10% of Historical	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%
	Mitigation Check 2 - > 2 AFT	0.0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	0.0	0.0	0.0
	Mitigation Check 3 - >10% of Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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

Evaluation of overall mitigation requirements per reach Steady State and Transient State, and Off-Setting Benefits (Sum of reach debts only where mitigation is required and credits)

Carry out one way analysis. If reach depletions go up, it is a debit, if they go down, it is a credit. Sum all debits, only where mitigation is required (dark yellow), and all credits (light yellow). Mitigation is required for the full amount of the summed values if greater than zero.

Steady state analysis represents permanent mitigation requirements at future steady state (or last timestep from the ESPAM Transfer Tool model run).

Transient state analysis represents mitigation requirements for the worst or maximum time step in the model run.

[illegible]

Evaluation of transient state mitigation requirement is not comprehensive across all time steps. Instead this evaluation finds the maximum stream depletion following the start of the transfer and looks at depletion amounts from that time step. In many instances this depletion is greater than the depletion associated with the steady state condition or final time step. This evaluation is merely an indicator of whether transient depletions must be considered, not an indicator of all transient impacts.

[illegible]

Evaluation of Permanent Mitigation Efforts (non-use, acreage consolidation) in Addition to Off-Setting Transfer Benefits - Steady State Evaluation Only

Set Aside 1 (Non-Use/Desiccation):

WR No	Div Rate (CFS)	Con Vol (AFA)	No of Irr Acres	Priority Date	POD Location	Dedicated Vol AFA/ AFT	Model Node
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Non-Use: Proposed Steady State Impacts following Change

Non-Use 1: Worst Case Transient State Impacts following Change

Impact by Reach (AF/Trimester)										
Ashton to Reeburg	Hershe to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Mindoka	Dev Wbl To Buhl	Buhl to 1000 Spr	1000 Spr	1000 Spr to Malad	Malad	Malad to Bancroft

[illegible]

Re-evaluation of overall mitigation requirements per reach, Steady State Only (Sum of reach debits only where mitigation is required and credits)

[illegible][illegible]



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

Jake Traughber / Jennifer Traughber
368 S 200 E
JEROME, ID 83338

COPY

RE: EXPIRATION OF RENTAL AGREEMENT FOR WATER RIGHT NO(S). 36-16839, 36-7547F, 36-7377F, and 36-16140 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 /3 /2014 and the subsequent Rental Agreement authorized diversion of water under Water Right No(s). 36-16839, 36-7547F, 36-7377F, and 36-16140 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: Brockway Engineering
Greg Sullivan



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 30, 2013

JAKE and JENNIFER TRAUGHBER
368 S 200 E
JEROME ID 83338

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 36-7377f, 36-7547f, 36-16140 and 36-16839**

Dear Renter:

Please find enclosed a receipt in the amount of **\$646.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 38.0 acre-feet of water appurtenant to irrigation of 9.5 acres, for commercial and stockwater use during 2013. 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 \$581.40 of the rental fee will be paid to the lessor(s) and 10% or \$64.60 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4920.

Sincerely,

Sandy Hemenway
Senior Water Resource Agent

Enclosure(s): Receipt No. C098079
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Allen Merritt – IDWR Southern Regional Office
Cindy Yenter—Watermaster, Water District 130
Greg Sullivan – Brockway Engineering



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 9, 2013

JAKE and JENNIFER TRAUGHBER
368 S 200 E
JEROME ID 83338

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 36-7377F, 36-7547F, 36-16140 and 36-16839
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 \$646.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 38.0 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to March 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 \$646.00 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** for 2013, so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$581.40 of the rental fee will be paid to the lessor(s) and 10% or \$64.60 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4920.

Sincerely,

Sandy Hemenway
Senior Water Resource Agent

Enclosure(s)

c: IDWR Front Desk
Allen Merritt – IDWR Southern Regional Office
Cindy Yenter – Watermaster, Water District 130
Greg Sullivan -- Brockway Engineering

MEMORANDUM

To: Right(s) 36-7377F, 36-7547F, 36-16140, 36-16839

From: Sandy Hemenway

Date: 11/26/2013

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

PURPOSE/NARRATIVE:

Additional rate and volume for an existing dairy facility with existing wells and delivery system for a period of 2-years. There is a current water right for stockwater (0.07 cfs) and domestic (0.04 cfs) at part of the same POU (36-15271). There is also an Active Water Application 36-8632 for 2 wells, for Stockwater (0.40 cfs, 500 dairy cattle), Commercial (0.52 cfs, dairy barn), and Domestic (0.08 cfs, 3 homes).

AUTHORITY TO FILE:

Tax Lot Information updated on 3/1/2013 confirms Tolman LLP 412 S 200 E Jerome, ID 83338 as the current owner of the property where the Proposed POU and POD(s) will be located. Assignment letter from Tolman to Traughber is enclosed with the WSB Rental Application.

36-7377F Decreed 4/26/2002 (active in the water supply bank until 12/31/2015)

36-7547F Decreed 4/26/2002 (active in the water supply bank until 12/31/2015)

36-16140 Decreed 5/31/2002 (active in the water supply bank until 12/31/2015)

36-16839 Decreed 5/31/2002 (active in the water supply bank until 12/31/2015)

WATER RIGHT VALIDITY:

All of the following are of Active Status:

36-7377F Decreed 4/26/2002 (active in the water supply bank until 12/31/2015)

36-7547F Decreed 4/26/2002 (active in the water supply bank until 12/31/2015)

36-16140 Decreed 5/31/2002 (active in the water supply bank until 12/31/2015)

36-16839 Decreed 5/31/2002 (active in the water supply bank until 12/31/2015)

INJURY TO OTHER WATER RIGHTS:

None. Modeling submitted by Brockway was checked by Michele Edl, and was in agreement.

ENLARGEMENT OF USE:

None.

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 conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:

The rented right(s) are 36-7377F, 36-7547F, 36-16140 and 36-16839 are subject to the jurisdiction of WD130.

Southern Region Comments/Remarks: sent email 11/21/2013 to Allen Merritt (NONE)

WD130 Watermaster Comments/Remarks: sent email 11/21/2013 to Cindy Yenter.

On 11/25/2013, received an email from Cindy Yester, and she has no issues with this rental, as long as they are not trying to drill (there is a condition on the agreement that states "this rental agreement does not authorize the construction of a well." Also to replace all measuring device/data logger/lockable diversion works conditions in all rented rights with condition 212 and 213. These diversions will be required to install pre-approved measuring devices. (see attached email in its entirety).

CHANGE IN OWNERSHIP:

A letter assigning the WSB Rental Application was signed by Tolman and received by the Department on 11/19/2013. A copy of the warranty deed, and the Annual Report Form was submitted, showing J T Land LLC, Jake Traugher 368 S 200 E, Jerome, ID 83338.

SEASON OF USE and VOLUME:

All of the water rights that are being used for the WSB Rental Application, are irrigation water right. Their season of use 4/1-10/31 (with a shoulder remark in the conditions), and 3/15-11/15. With the "change in use," the season of use will change to 1/1 – 12/31, and instead of the 4.0 af/ac headgate requirement to calculate volume, the 3.0 consumptive use will be used.

FEES:

38.0 AF X \$17/AF = \$646.00

10% to the Department = \$64.60

90% to the Lessor = \$581.40

Leased Amounts

			acres	
①	34-7377F (All)	.24 cts	15.5	62.0 at
②	34-7547F (Part)	.28 "	26.0	104.0 "
		.40 cts	26.0	104.0 at

Rent 3.2 acres

①	60000	.03 cts	2.0	8 at
②	10090	.03 "	3.2	12.8 "
		.05 cts	3.2	12.8 at

Letter Notes 16 at

①		.04 cts	2.4	9.6 at
②		.04 "	4.0	16.0 "
		.06 cts	4.0 acres	16.0 at
				12.0

Notes by Pam

Lease Amounts

①	36-16140 " "	.01 cts	1.0 acre	6.4 at
②	36-16839 " "	.13 "	10.3 "	41.2 "
		.13 cts	11.3 acres	45.2 at

Rent 7.4 acres

①		.01 cts	1 acre	6.4 at
②		.08 "	6.7 "	26.8 "
		.09 cts	7.4 acres	29.5 at

Letter Notes 22 at

①		.01 cts	1.4 acre	6.4 at
②		.06 "	5.0 "	20.0 "
		.06 cts	5.5 acres	22 at

Lease Combined Totals

		.12 cts	9.5 acres	38 at*
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\$646.00

28.5 at
Limit

Hemenway, Sandy

From: Yenter, Cindy
Sent: Monday, November 25, 2013 10:01 AM
To: Hemenway, Sandy
Subject: RE: Emailing: L2.4 Notification of Payment to Lessor, L2.6 Multi-Year Rental Fee Annual Letter, L3.1 Acknowledgement of Receipt Letter, Memo No. 2.0 Warrant Request from Fiscal, MemoToFileRental, RE Watermaster Comment Request for Bank Rental, RentalAgreem

Thank you. I should have required measurement before now but I didn't ever follow up on it. I note that the last rental only identified one pod, and this year's application identifies two. I will just write Greg and ask him. But I don't really have an issue with it so long as they are not trying to drill. You have that conditioned already..

-----Original Message-----

From: Hemenway, Sandy
Sent: Monday, November 25, 2013 9:56 AM
To: Yenter, Cindy
Cc: Hemenway, Sandy
Subject: FW: Emailing: L2.4 Notification of Payment to Lessor, L2.6 Multi-Year Rental Fee Annual Letter, L3.1 Acknowledgement of Receipt Letter, Memo No. 2.0 Warrant Request from Fiscal, MemoToFileRental, RE Watermaster Comment Request for Bank Rental, RentalAgreem

Here are copies from the 2007 rental agreement.

-----Original Message-----

From: Hemenway, Sandy
Sent: Monday, November 25, 2013 9:44 AM
To: Hemenway, Sandy
Subject: Emailing: L2.4 Notification of Payment to Lessor, L2.6 Multi-Year Rental Fee Annual Letter, L3.1 Acknowledgement of Receipt Letter, Memo No. 2.0 Warrant Request from Fiscal, MemoToFileRental, RE Watermaster Comment Request for Bank Rental, RentalAgreement3

Your message is ready to be sent with the following file or link attachments:

L2.4 Notification of Payment to Lessor
L2.6 Multi-Year Rental Fee Annual Letter
L3.1 Acknowledgement of Receipt Letter
Memo No. 2.0 Warrant Request from Fiscal MemoToFileRental RE Watermaster Comment Request for Bank Rental
RentalAgreement36-16458and36-16460
RentalAgreementReceiptLetter36-16458
RentalCoverLetter36-16458and36-16460

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

From: Yenter, Cindy
Sent: Monday, November 25, 2013 9:31 AM
To: Hemenway, Sandy

WSB Watermaster Comments

Cc: Skaggs, Pam; Merrett, Allen
Subject: Tolman/Traughber

Sandy, I had a little extra time this morning to go over this. I have two questions:

The existing right no. 36-15271 authorizes only one well in the SWSWNW. Do you know the origin of the other well on the application? They have it designated as an existing groundwater source

Greg's letter suggests this is not the first time Toman has rented water. Did he have a rental last year, and if so was it approximately the same amount of water? 2007, see attachments

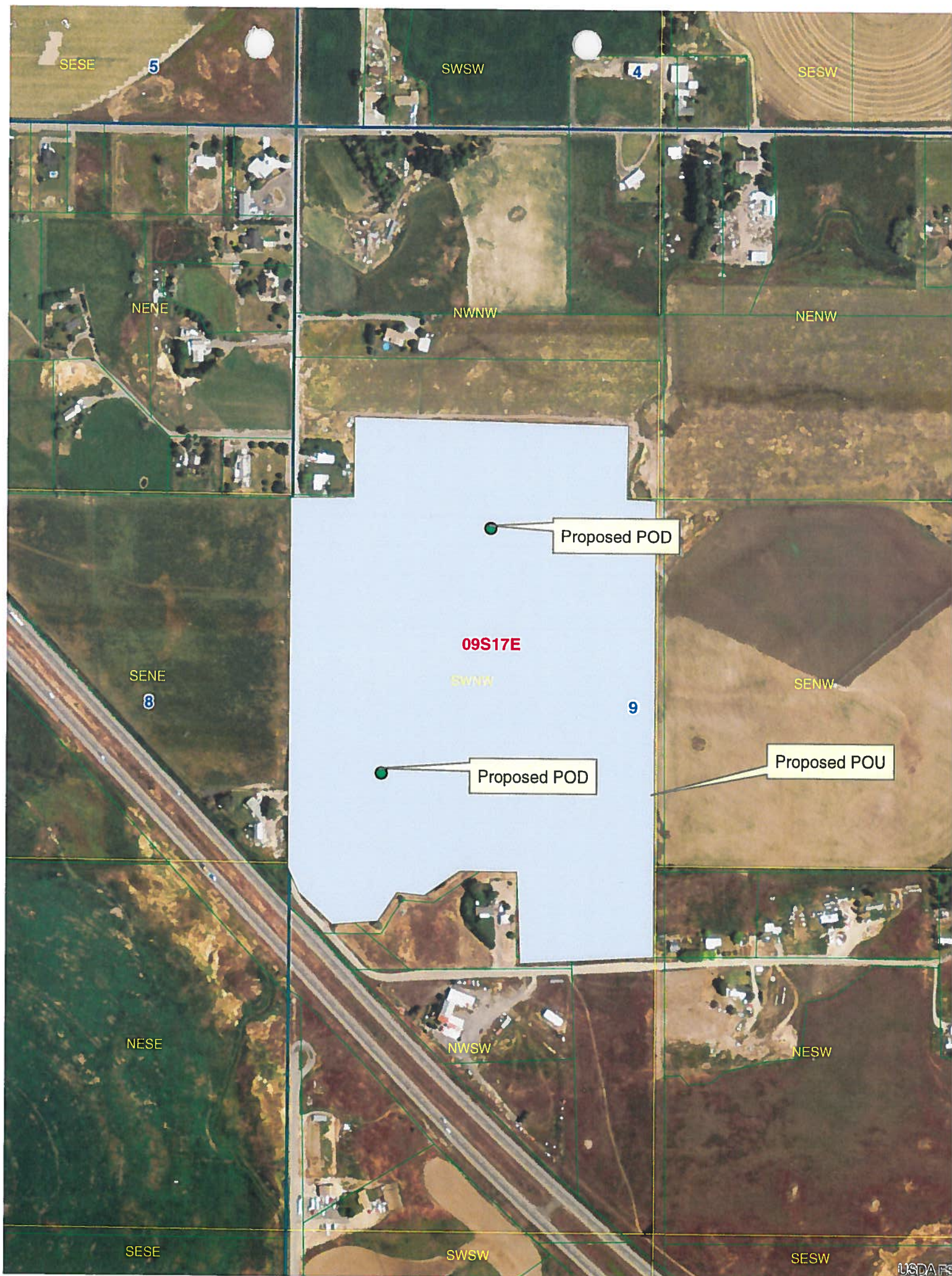
At this point I think you have everything covered, but I do have the following watermaster comment:

Replace all measuring device/data logger/lockable diversion works conditions in all rented rights with conditions 212 and 213. These diversions will be required to install pre-approved measuring devices.

If I have any other concerns after you answer the above questions I'll let you know. Probably I will not. There is record of two separate wells being constructed in that QQ.

When you update the rental pod shapes, I presume you will be creating a spatial point for the north well? (Yes, Jean does that). I will eventually be adding WMIS database points for both these wells in conjunction with required measurement.

Cindy Yenter
Watermaster, Water District 130
Twin Falls, ID
cindy.yenter@idwr.idaho.gov
208-736-3033



Hemenway, Sandy

Subject: FW: proposed POU and POD for Tolman/Troughber WSB rental agreement
Attachments: doc00397820131121091423.pdf; Rental POU Shape.dbf; Rental POU Shape.prj; Rental POU Shape.shp; Rental POU Shape.shx

From: Greg Sullivan [<mailto:greg.sullivan@brockwayeng.com>]
Sent: Thursday, November 21, 2013 9:17 AM
To: Hemenway, Sandy
Subject: RE: proposed POU and POD for Tolman/Troughber WSB rental agreement

Sandy,

See attachments.

Greg

From: Greg Sullivan [<mailto:greg.sullivan@brockwayeng.com>]
Sent: Thursday, November 21, 2013 8:47 AM
To: Hemenway, Sandy
Subject: RE: proposed POU and POD for Tolman/Troughber WSB rental agreement

Sandy,

Hey, that is my bad. Looking at the map, I realized that I should probably include a portion of the NWNW also. I will send you a new map. You want me to update the POU on the application to include the NWNW?

Greg Sullivan
Brockway Engineering
2016 N. Washington St. Suite 4
Twin Falls, Id 83301
208-736-8543

From: Hemenway, Sandy [<mailto:Sandy.Hemenway@idwr.idaho.gov>]
Sent: Thursday, November 21, 2013 7:56 AM
To: Greg Sullivan
Cc: Hemenway, Sandy
Subject: proposed POU and POD for Tolman/Troughber WSB rental agreement
Importance: High

Hey Greg,

With the application you sent maps, but they were maps for existing water rights, and none for the proposed POU (indicating the POU in the NWSW) and PODs. I have attached a map with what I am thinking you are proposing. If it is correct, I will use it. If not, please send me a shapefile showing the proposed POU and PODs.

Thanks,
Sandy

Hemenway, Sandy

Subject: FW: : Assignment of Rental

From: Greg Sullivan [<mailto:greg.sullivan@brockwayeng.com>]
Sent: Wednesday, November 20, 2013 11:17 AM
To: Hemenway, Sandy
Subject: RE: : Assignment of Rental

Sandy,

The Traughber's will be paying for the rental.

The address is correct.

The email that I have is: janditraughber@earthlink.net (208) 280-1113

The phone number that I have is the Jennifer's work number. I do not have a house or personal number.

Greg Sullivan
Brockway Engineering
2016 N. Washington St. Suite 4
Twin Falls, Id 83301
208-736-8543

From: Hemenway, Sandy [<mailto:Sandy.Hemenway@idwr.idaho.gov>]
Sent: Wednesday, November 20, 2013 11:08 AM
To: Greg Sullivan
Cc: Hemenway, Sandy
Subject: RE: : Assignment of Rental

Greg,

A couple of questions:

- (1) Who is paying for the rental, Randy Tolman of the Traughber's?
- (2) Is the mailing address still correct for Jake and Jennifer Traughber (368 S 200 E Jerome, ID 83338)?
- (3) What is the Traughber's phone number and email?

Thanks,
Sandy

From: Greg Sullivan [<mailto:greg.sullivan@brockwayeng.com>]
Sent: Tuesday, November 19, 2013 2:40 PM
To: Hemenway, Sandy
Subject: RE: : Assignment of Rental

Sandy,

Attached is the letter for the assignment of rental. Let me know if you need anything else.

Greg Sullivan
Brockway Engineering
2016 N. Washington St. Suite 4
Twin Falls, Id 83301
208-736-8543

To Whom It May Concern,

I, Randy Tolman a Partner of Tolman, LLP and a Member of R & C Tolman, LLC, acknowledge that I am the previous owner of a dairy facility and property located South of Jerome, Idaho. The dairy facility is located in Township 9 South Range 17 East in Sec 8 and 9.

I applied to rent 38.0 acre feet annually and divert 32.0 acre feet annually at the dairy facility for the years 2013 and 2014 from the Idaho Water Supply Bank. The rental application was submitted to IDWR on October 21, 2013. This rental application has not yet been approved.

I deeded the dairy facility, associated property and water rights to JT Land, LLC on October 31, 2013.

I no longer own any interest in the dairy facility or its associated water rights. Therefore, it is my intent to assign the rental application to JT Land, LLC. All further correspondence and contracts regarding the submitted water bank rental application should be directed to Jake and Jennifer Traugher of JT Land, LLC.

Sincerely,


Randy Tolman

Date: 11/19/13

RECEIVED

NOV 19 2013

DEPT OF WATER RESOURCES

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged TOLMAN, LLP, an Idaho limited liability partnership, and R & C TOLMAN, L.L.C., an Idaho limited liability company, hereinafter collectively referred to as the "Grantor", hereby grants, bargains, sells, and conveys unto JT LAND, LLC, an Idaho limited liability company, whose address is 368 S. 200 E., Jerome, Idaho 83338, hereinafter referred to as the "Grantee", the following described premises located in Jerome County, Idaho, to wit:

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: S½NE¼NW¼;

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: S½NW¼NW¼;

EXCEPTING THEREFROM a parcel of land located in the NW¼NW¼, more particularly described as follows:

Commencing at the Northwest corner of Section 9;
Thence South 0°22'06" East, 649.74 feet along the West Section line of Section 9 to a point on said line which is the TRUE POINT OF BEGINNING;
Thence South 89°53'17" East, 1311.53 feet to a point on the East boundary of the NW¼NW¼;
Thence South 0°22'06" East, 170.26 feet along said East boundary to a point;
Thence North 89°53'17" West, 1311.53 feet to a point on the West Section line of Section 9;
Thence North 0°22'06" West, 170.26 feet along said Section line to the TRUE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: SE¼NW¼;

PARCEL NO. 4:

TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 8: That part of the SE¼NE¼ lying Northeasterly of Interstate 84N, formerly known as Interstate 80N.

Section 9: SW¼NW¼;

A tract of land in the NW¼SW¼, described as follows:

Beginning at the Northwest corner of the NW¼SW¼;
Thence South 0°19' East for a distance of 223.1 feet;
Thence North 89°41' East for a distance of 302.4 feet;
Thence North 30°31' East for a distance of 122.4 feet;
Thence South 86°32' East for a distance of 119.0 feet;
Thence North 54°19' East for a distance of 207.7 feet;
Thence North 89°49' West for a distance of 653.3 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described tract:

A parcel of land being on the Northeasterly side of the center line of Interstate 80N, Project No. I-80N-3(11) 164, Highway Survey, as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the NW¼SW¼, described as follows:

Commencing at the West quarter corner of Section 9, Township 9 South, Range 17, East Boise Meridian; Thence South 0°00'19" East (shown of record to be South 0°19' East) along the West line of the NW¼SW¼ of said Section 9 a distance of 135.14 feet to a point in a line parallel with and 100.0 feet Northeasterly from the center line and opposite Station 452+14.09 of said Interstate 80N, Project No. I-80N-3(11)164 Highway Survey, THE REAL POINT OF BEGINNING;

Thence South 43°11'19" East along said parallel line 127.0 feet, more or less, to a point in the Southerly line of the property as described in that certain Warranty Deed dated January 16, 1956, recorded January 17, 1956 in Book 149 Page 380, records of Jerome County, Idaho;

Thence Westerly (shown of record to be South 89°41' West) along said Southerly property line 85.0 feet, more or less, to a point in the West line of said NW¼SW¼;

Thence North 0°00'19" West (shown of record to be North 0°19' West) along said West line 91.0 feet, more or less, to THE REAL POINT OF BEGINNING.

The Bearings as shown in the above description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the transverse mercator projection for the Central Zone of Idaho. To convert to geodetic bearings, a correction of 0°19'31" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearing.

Together with all water rights appurtenant thereto.

TO HAVE AND TO HOLD, unto Grantee, their successors, heirs and assigns forever.

SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; and (b) the encumbrances, easements, restrictions and matters set forth on EXHIBIT A attached hereto and incorporated herein (collectively the "Permitted Exceptions").

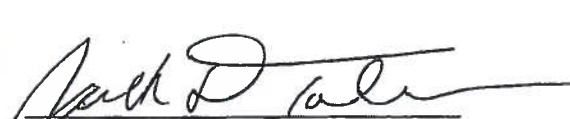
Grantor warrants that it is the owner in fee simple of the Property, that the Grantor has not conveyed any interest in the Property to any person other than Grantee, and that the Property is free from all encumbrances, except the Permitted Exceptions, and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 31st day of October, 2013

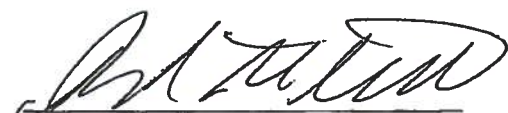
"GRANTOR"

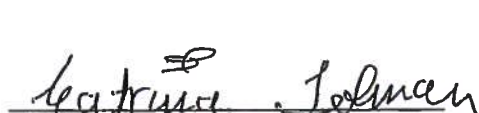
TOLMAN, LLP, an Idaho limited liability partnership


RANDALL TOLMAN, Partner


JACK D. TOLMAN, Partner

R & C TOLMAN, L.L.C., an Idaho limited liability company


RANDY T. TOLMAN, Member


CATRINA TOLMAN, Member

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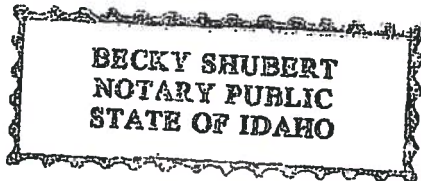
STATE OF IDAHO

)
SS:
)

County of Jerome

On this 31st day of October, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CATRINA TOLMAN, Member of R & C TOLMAN, L.L.C., an Idaho limited liability company, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Becky Shubert
NOTARY PUBLIC for Idaho
Residing at: Jerome ID
Commission Expires: 02/23/2017

EXHIBIT A

1. Taxes for 2013 and subsequent years, a lien, but not yet due or payable.
2. Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided. (Assessments Paid Current)
3. Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.
4. Power Line Easement given by W. O. Paris and Elva Edith Paris, husband and wife, to Idaho Power Company, a corporation, dated November 4, 1944, recorded March 12, 1945 in Book 128 Page 504 as Instrument Number 92017, Jerome County records, affecting the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, Township 9 South, Range 17, East Boise Meridian.
5. Easement over the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9 for conveying water from the L-5 Canal of the North Side Canal Co. for use on the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, granted by Instrument dated January 16, 1956, recorded February 24, 1956 in Book 2 of Orders, Page 275, Jerome County records, to Paul H. Moseley.
6. Easement for Power Line over the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and other lands in Section 9, Together with right of ingress and egress and the right to trim trees, granted by Instrument dated November 5, 1956, recorded May 8, 1958 in Book 2 of Orders Page 568, Jerome County records.
7. Easement for the purpose of constructing thereon a small ditch and an access road by the State of Idaho over a strip of land 25 feet wide across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, adjacent and contiguous to an on the Northeasterly side of the right of way boundary of Interstate 80N and lying between Grantor's Westerly and Southerly property lines, granted to the State of Idaho and the North Side Canal Co., Ltd., dated September 10, 1963; recorded November 5, 1963 in Book 168 Page 316, as Instrument Number 156762, Jerome County records.
8. Waiver of present and future access rights and easements for relocation of irrigation and drainage ditches and agreement as to billboards and advertising signs, and relocation of fencing, granted by Deed recorded November 5, 1963 in Book 173 Page 585, Jerome County records, from Francis J. Supple and Gladys Supple, his wife, to the State of Idaho.
18. Power Line Easement given by Belva O. Plumlee, widow, to Idaho Power Company, a corporation, dated April 16, 1973, recorded March 26, 1974 in Book 184 Page 829 as Instrument Number 204926, Jerome County records, affecting the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, Township 9 South, Range 17, East Boise Meridian.
9. Power Line Easement given by A. A. Flowers and Rachel Flowers, husband and wife, to Idaho Power Company, a corporation, dated April 16, 1973, recorded March 26, 1974 in Book 184 Page 830 as Instrument Number 204927, Jerome County records, affecting the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, Township 9 South, Range 17, East Boise Meridian.
10. Power Line Easement given by A. A. Flowers, Sr. and Rachel Flowers, husband and wife, to Idaho Power Company, a corporation, dated December 3, 1973, recorded April 25, 1974 in Book 184 Page 885 as Instrument Number 205659, Jerome County records, affecting a portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, Township 9 South, Range 17, East Boise Meridian.

11. Power Line Easement given by Jack D. Tolman and Wanona H. Tolman, husband and wife, to Idaho Power Company, a corporation, dated December 6, 1979, recorded May 6, 1980 as Instrument Number 249593, Jerome County records, affecting a portion of the SW¼NW¼ of Section 9, Township 9 South, Range 17, East Boise Meridian.

12. Power Line Easement given by Jack D. Tolman and Wanona H. Tolman, husband and wife, to Idaho Power Company, a corporation, dated April 22, 1982, recorded August 4, 1982 as Instrument Number 266872, Jerome County records, affecting a portion of the SW¼NW¼ of Section 9, Township 9 South, Range 17, East Boise Meridian.

13. Power Line Easement given by Jack D. Tolman and Wanona H. Tolman, husband and wife, to Idaho Power Company, a corporation, dated August 25, 1988, recorded October 12, 1988 as Instrument Number 313152, Jerome County records, affecting a portion of the NW¼NW¼ of Section 9, Township 9 South, Range 17, East Boise Meridian.

14. Restriction contained in Warranty Deed given by August A. Flowers, Jr. and Janet Louise Flowers, husband and wife, to Jack D. Tolman and Wanona H. Tolman, husband and wife, dated October 20, 1988, recorded October 20, 1988 as Instrument Number 313284, Jerome County records, and Personal Representative's Deed given by August A. Flowers, Jr., as Personal Representative of the Estate of August A. Flowers, also known as August A. Flowers, deceased, to Jack D. Tolman and Wanona H. Tolman, husband and wife, dated October 20, 1988, recorded October 20, 1988 as Instrument Number 313285, Jerome County records, which states the Grantee's herein agree to maintain the property described herein as farm ground, unless otherwise allowed by the Grantors herein, their heirs or assigns, covering Parcel No. 1.

15. Mortgage dated August 26, 2010, recorded August 30, 2010, as Instrument No. 2103757, Jerome County, Idaho, records wherein Tolman, LLP, a limited liability partnership, and R & C Tolman, L.L.C., a limited liability company, are the Mortgagor and Northwest Farm Credit Services, FLCA, is the Mortgagee.

No. J 1625	Due no later than Jun 30, 2013 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. TOLMAN, LLP RANDY T TOLMAN 412 S 200 E JEROME ID 83338		RANDY TOLMAN 412 S 200 E JEROME ID 83338			
			3. New Registered Agent Signature:*			
4. Limited Liability Partnerships: Enter Names and Business Addresses of two (2) or more partners.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
PARTNER	RANDALL TOLMAN	412 S 200 E	JEROME	ID	USA	83338
PARTNER	JACK D TOLMAN	1180 BERRETT DR.	BLACKFOOT	ID	USA	83221
5. Organized Under the Laws of: ID J 1625		6. Annual Report must be signed.* Signature: Randy Tolman Name (type or print): Randy Tolman Date: 06/03/2013 Title: Partner				
Processed 06/03/2013		* Electronically provided signatures are accepted as original signatures.				

No. W 14867		Due no later than Mar 31, 2013		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. R & C TOLMAN, L.L.C. RANDY T TOLMAN 412 SOUTH 200 EAST JEROME ID 83338		RANDY T TOLMAN 412 SOUTH 200 EAST JEROME ID 83338			
				3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
MEMBER	RANDY T TOLMAN	412 SOUTH 200 EAST	JEROME	ID	USA	83338	
MEMBER	CATRINA TOLMAN	412 SOUTH 200 EAST	JEROME	ID	USA	83338	
5. Organized Under the Laws of: ID W 14867		6. Annual Report must be signed.* Signature: Randy Tolman Name (type or print): Randy Tolman Date: 01/16/2013 Title: Member					
Processed 01/16/2013		* Electronically provided signatures are accepted as original signatures.					

No. W 50982	Due no later than May 31, 2013 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. J T LAND, LLC JAKE TRAUGHBER 368 S 200 E JEROME ID 83338 USA		JAKE TRAUGHBER 368 S 200 E JEROME ID 83338			
			3. New Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MEMBER	JAKE TRAUGHBER	368 S 200 E	JEROME	ID	USA	83338
MEMBER	JENNIFER TRAUGHBER	368 S 200 E	JEROME	ID	USA	83338
5. Organized Under the Laws of: ID W 50982		6. Annual Report must be signed.* Signature: Jennifer Traughber Name (type or print): Jennifer Traughber Date: 03/25/2013 Title: Member				
Processed 03/25/2013		* Electronically provided signatures are accepted as original signatures.				



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

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OCT 22 2013

DEPARTMENT OF
WATER RESOURCES

October 21, 2013

Pam Skaggs
Idaho Water Supply Bank
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: Tolman Rental

Dear Mrs. Skaggs:

Randy Tolman desires to rent stock and commercial water for a dairy facility south of Jerome, Idaho. It is proposed to rent 38.0 acre-feet of water annually and divert 32.0 acre-feet annually at the dairy facility.

The dairy facility current is provided water from 36-15271. Permit 36-8632 is located on the dairy facility property but is currently not authorized for pumping.

It is proposed to rent 22.0 acre-feet from 36-16140 located in ESPA Model cell 48 32 and 16.0 acre-feet from 36-2297, 36-7377F and 36-7547F located in ESPA Model cell 44 14. The dairy facility is located in ESPA Model cell 59 25. The rental period will be for 2 years (2013 and 2014).

Thank you for your assistance and if you have questions or comments, please don't hesitate to call.

Sincerely,

Greg Sullivan, M.S.

Cc: Rob Williams, Randy Tolman,
Enc: Rental Application, ESPA Model Analysis, Aerial Maps

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

For: 36-7377, 36-7547, 36-16140, 36-16839



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

December 20, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

SOUTHFIELD PROPERTIES LLC
3308 S 1600 E
WENDELL ID 83355

Dear Water Right Owner:

RE: Applications for Extension of Time to Avoid Forfeiture of Rights 36-7377F and 36-7547F

The Department of Water Resources (IDWR) is reviewing your applications to protect Water Rights 36-7377F and 36-7547F from forfeiture until September 1, 2015. Except for six acres of Right 36-7547F, both of those water rights have been leased to the Water Supply Bank and are, therefore, already protected from forfeiture until December 31, 2015.¹

If IDWR were to approve the applications to avoid forfeiture, you would be required to resume use of the water before September 1, 2015, in accordance with Idaho Code § 42-222(4)(d). Resuming use could conflict with a rental of the rights for the 2015 irrigation season, should one be approved. Withdrawing your applications to avoid forfeiture would remove the potential conflict.

Within 30 days, please notify IDWR in writing whether you would like your applications to avoid forfeiture to be processed. If you have not responded within 30 days, IDWR will continue reviewing your applications to determine if they can be approved.

If you have any questions, please call me at 208-287-4947, or email me at shelley.keen@idwr.idaho.gov.

Sincerely,

Shelley W. Keen, Manager
Water Rights Section

¹ The six acres were not approved for lease into the Water Supply Bank because there was evidence they had not been irrigated for at least five years. The same evaluation would apply to an application to avoid forfeiture.