



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

April 26, 2013

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

COUNTY LINE FARMS
PO BOX 360
AMERICAN FALLS ID 83211

RE: **APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK**
WATER RIGHT NO(S). 29-2395, 35-13993, 35-13995, 43-13595 and 43-13597

Dear Renter:

The Department of Water Resources acknowledges receipt of your **amended** 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 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.

This rental agreement supersedes the rental agreement signed by you on October 9, 2012. That agreement included Right Nos. 35-14249, 29-14012, 29-14013, 43-13595 and 43-13597. The associated rental fee of \$11,478.40 for this previous agreement was paid for the 2013 irrigation season under Receipt C096585 on 02-25-2013. A refund of \$6,208.40 will be requested and sent to you separately when the new rental is executed. The balance will cover the 2013 fee for this amended rental agreement.

A rental fee of **\$5,270.00** was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 310.0 acre-feet. An annual payment shall be received by the Department 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 the signed rental agreement, to my attention within 14 days so I can complete the processing. Pursuant to the Water Supply Bank Rules, 90% or \$4,743.00 of the rental fee will be paid to the lessor(s) and 10% or \$527.00 will be retained by the Department to offset administrative costs. If you have any questions, please contact me at (208) 287-4951.

Sincerely,

Pamela S. Skaggs
Water Rights Supervisor

Enclosure(s)

c: IDWR Front Desk
James Cefalo – IDWR Eastern Regional Office
Jason Helms – JCH Consulting

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

This is to certify that: COUNTY LINE FARMS
PO BOX 360
AMERICAN FALLS ID 83211
(208) 226-5207

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board") being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

	Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
	29-2395	0.34 CFS	139.2 AF	34.8 AC
COMBINED RENTAL TOTALS:		0.34 CFS	139.2 AF	34.8 AC
	35-13993	0.10 CFS	38.8 AF	9.7 AC
	35-13995	0.23 CFS	70.0 AF	17.5 AC
COMBINED RENTAL TOTALS:		0.30 CFS	70.8 AF	17.7 AC
	43-13595	0.28 CFS	67.6 AF	16.9 AC
	43-13597	0.05 CFS	32.4 AF	8.1 AC
COMBINED RENTAL TOTALS:		0.33 CFS	100.0 AF	25.0 AC
OVERALL RENTAL TOTALS:		0.97 CFS	310.0 AF	77.5 AC

TERM OF RENTAL: April 1, 2013 to October 31, 2013
April 1, 2014 to October 31, 2014
April 1, 2015 to October 31, 2015

RENTAL FEE: \$5,270.00 annually

The fee for rental of the above-described water is \$5,270.00. \$527.00 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 April 1, 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.

Detailed water right specific limitations and conditions attached.

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

Dated this _____ day of _____, 20_____.

By: _____
(Print Name)

(Signature)

(Title if on behalf of company or organization)

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

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 this ____ day of _____, 20____.

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 29-2395
WATER SUPPLY BANK RENTAL AGREEMENT

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: COUNTY LINE FARMS
 PO BOX 360
 AMERICAN FALLS ID 83211
 (208) 226-5207

Priority Date: 02/28/1958

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	0.34 CFS	139.2 AF
	Total:		0.34 CFS	139.2 AF

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

GROUND WATER SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12 Twp 06S Rge 29E POWER County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06S	29E	12					32	33	33	32	32	33	33	32					260

Total Acres: 260

Acre Limit within Place of Use described: 34.8

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 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.
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.

**WATER RIGHT NO. 29-2395
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
12. Rental of all water rights under this agreement is limited to 77.5 acres of irrigation within the place of use described above in a single irrigation season.

WATER RIGHT NO. 35-13993
WATER SUPPLY BANK RENTAL AGREEMENT

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: COUNTY LINE FARMS
 PO BOX 360
 AMERICAN FALLS ID 83211
 (208) 226-5207

Priority Date: 07/13/1954

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	38.8 AF
	Total:		0.10 CFS	38.8 AF

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

GROUND WATER SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12 Twp 06S Rge 29E POWER County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06S	29E	12					32	33	33	32	32	33	33	32					260

Total Acres: 260

Acre Limit within Place of Use described: 9.7

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 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.
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.

**WATER RIGHT NO. 35-13993
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
12. Rental of all water rights under this agreement is limited to 77.5 acres of irrigation within the place of use described above in a single irrigation season.
13. Rental of Right Nos. 35-13993 and 35-13995 is limited to a total combined diversion rate of 0.30 cfs, a combined annual volume of 70.8 AF, and the combined irrigation of 17.7 acres within the place of use described above in a single irrigation season.

WATER RIGHT NO. 35-13995
WATER SUPPLY BANK RENTAL AGREEMENT

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: COUNTY LINE FARMS
 PO BOX 360
 AMERICAN FALLS ID 83211
 (208) 226-5207

Priority Date: 11/12/1975

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	0.23 CFS	70.0 AF
	Total:		0.23 CFS	70.0 AF

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

GROUND WATER SW¼NW¼ Sec. 12 Twp 06S Rge 29E POWER County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06S	29E	12					32	33	33	32	32	33	33	32					260

Total Acres: 260

Acre Limit within Place of Use described: 17.5

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 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.
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.

**WATER RIGHT NO. 35-13995
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
12. Rental of all water rights under this agreement is limited to 77.5 acres of irrigation within the place of use described above in a single irrigation season.
13. Rental of Right Nos. 35-13993 and 35-13995 is limited to a total combined diversion rate of 0.30 cfs, a combined annual volume of 70.8 AF, and the combined irrigation of 17.7 acres within the place of use described above in a single irrigation season.

WATER RIGHT NO. 43-13595
WATER SUPPLY BANK RENTAL AGREEMENT

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: COUNTY LINE FARMS
 PO BOX 360
 AMERICAN FALLS ID 83211
 (208) 226-5207

Priority Date: 05/04/1978

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	0.28 CFS	67.6 AF
	Total:		0.28 CFS	67.6 AF

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

GROUND WATER SW¼NW¼ Sec. 12 Twp 06S Rge 29E POWER County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06S	29E	12					32	33	33	32	32	33	33	32					260

Total Acres: 260

Acre Limit within Place of Use described: 16.9

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 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.
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.

**WATER RIGHT NO. 43-13595
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
12. Rental of all water rights under this agreement is limited to 77.5 acres of irrigation within the place of use described above in a single irrigation season.
13. Rental of Right Nos. 35-13993 and 35-13995 is limited to a total combined diversion rate of 0.30 cfs, a combined annual volume of 70.8 AF, and the combined irrigation of 17.7 acres within the place of use described above in a single irrigation season.

WATER RIGHT NO. 43-13597
WATER SUPPLY BANK RENTAL AGREEMENT

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: COUNTY LINE FARMS
 PO BOX 360
 AMERICAN FALLS ID 83211
 (208) 226-5207

Priority Date: 05/23/1962

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	0.05 CFS	32.4 AF
	Total:		0.05 CFS	32.4 AF

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

GROUND WATER SW¼NW¼ Sec. 12 Twp 06S Rge 29E POWER County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06S	29E	12					32	33	33	32	32	33	33	32					260

Total Acres: 260

Acre Limit within Place of Use described: 8.1

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 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.
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.

**WATER RIGHT NO. 43-13597
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
12. Rental of all water rights under this agreement is limited to 77.5 acres of irrigation within the place of use described above in a single irrigation season.
13. Rental of Right Nos. 43-13595 and 43-13597 is limited to a total combined diversion rate of 0.33 cfs, a combined annual volume of 100.0 AF, and the combined irrigation of 25.0 acres within the place of use described above in a single irrigation season.