



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](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

April 18, 2013

BROWN RANCH  
247 GLENDALE RD  
BELLEVUE ID 83313

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NOS. 37-5, 37-833R, 37-363D, 37-496B, 37-497B, 37-496D, 37-497A,  
37-20615, 37-20808, and 37-21739**

Dear Mr. Brown:

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 **\$10,101.40** was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 594.2 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement.

Please send a check for \$10,101.40 made payable to the Idaho Department of Water Resources, together with 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 \$9,091.26 of the rental fee will be paid to the lessor(s) and 10% or \$1,010.14 will be retained by the Department to offset administrative costs. If you have any questions, please contact me at (208) 287-4944.

Sincerely,

A handwritten signature in black ink that reads "Cherie Palmer". The signature is fluid and cursive, with the first name "Cherie" and last name "Palmer" clearly distinguishable.

Cherie Palmer, Sr. Water Resource Agent  
Water Allocation Bureau

Enclosure(s)

c: IDWR Front Desk

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

This is to certify that: BROWN RANCH INC  
 247 GLENDALE RD  
 BELLEVUE ID 83313  
 (208) 720-1982  
 danbrown@sunvalley.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**

|                                    | Water<br>Right                             | Rented<br>Rate   | Annual Rented<br>Volume | Total Rented<br>Acres |
|------------------------------------|--------------------------------------------|------------------|-------------------------|-----------------------|
|                                    | 37-5                                       | 1.16 CFS         | 203.0 AF                | 58.0 AC               |
|                                    | 37-833R                                    | 1.00 CFS         | 175.0 AF                | 50.0 AC               |
|                                    | 37-363D                                    | 0.28 CFS         | 56.0 AF                 | 16.0 AC               |
|                                    | 37-20615                                   | 0.15 CFS         | 7.0 AF                  | 2.0 AC                |
|                                    | 37-20808                                   | 0.02 CFS         | 3.5 AF                  | 1.0 AC                |
|                                    | 37-21739                                   | 0.03 CFS         | 3.9 AF                  | 1.1 AC                |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |                                            | <b>2.64 CFS</b>  | <b>448.4 AF</b>         | <b>128.1 AC</b>       |
|                                    | 37-496B                                    | 0.33 CFS         | 40.8 AF                 | 16.3 AC               |
|                                    | 37-497B                                    | 0.16 CFS         | 40.8 AF                 | 16.3 AC               |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |                                            | <b>0.49 CFS</b>  | <b>40.8 AF</b>          | <b>16.3 AC</b>        |
|                                    | 37-496D                                    | 1.820 CFS        | 105.0 AF                | 30.0 AC               |
|                                    | 37-497A                                    | 0.937 CFS        | 105.0 AF                | 30.0 AC               |
| <b>COMBINED<br/>RENTAL TOTALS:</b> |                                            | <b>2.757 CFS</b> | <b>105.0 AF</b>         | <b>30.0 AC</b>        |
| <b>OVERALL<br/>RENTAL TOTALS:</b>  |                                            | <b>5.887 CFS</b> | <b>594.2 AF</b>         | <b>174.4 AC</b>       |
| <b>TERM OF RENTAL:</b>             | <u>April 15, 2013, to October 31, 2013</u> |                  |                         |                       |
| <b>RENTAL FEE:</b>                 | <u>\$10,101.40</u>                         |                  |                         |                       |

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)

-----  
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. 37-5 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:** BROWN RANCH INC  
247 GLENDALE RD  
BELLEVUE ID 83313  
(208) 720-1982

**Priority Date:** 3/10/1883

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|---------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/15         | to 10/31  | 1.16 CFS              | 203 AF        |
|                       | <b>Total:</b> |           | <b>1.16 CFS</b>       | <b>203 AF</b> |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp                | Rge | Sec | NE   |      |    |     | NW |      |      |     | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------------|-----|-----|------|------|----|-----|----|------|------|-----|------|------|------|------|------|------|------|------|--------|
|                    |     |     | NE   | NW   | SW | SE  | NE | NW   | SW   | SE  | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N                | 18E | 14  |      |      |    |     |    |      | 8.3  |     | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N                | 18E | 15  |      |      |    | 8.0 |    |      |      | 8.2 |      |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N                | 18E | 22  | 39.0 | 39.0 |    |     |    |      |      |     |      |      |      |      |      |      |      |      | 78     |
| 01N                | 18E | 23  |      |      |    |     |    | 38.0 | 37.0 |     |      |      |      |      |      |      |      |      | 75     |
| Total Acres: 533.5 |     |     |      |      |    |     |    |      |      |     |      |      |      |      |      |      |      |      |        |

Total Acres: 533.5

Acre Limit within Place of Use described: 58.0

Total Combined Rental Acres: 174.4

### CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-5  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

## WATER RIGHT NO. 37-833R 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:** BROWN RANCH INC  
247 GLENDALE RD  
BELLEVUE ID 83313  
(208) 720-1982

**Priority Date:** 11/12/1936

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>   |
|-----------------------|---------------|-----------|-----------------------|-----------------|
| IRRIGATION            | 04/15         | to 10/31  | 1.00 CFS              | 175.0 AF        |
|                       | <b>Total:</b> |           | <b>1.00 CFS</b>       | <b>175.0 AF</b> |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

|                    |     |     | NE   |      |    |     | NW |    |      |      | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------------|-----|-----|------|------|----|-----|----|----|------|------|------|------|------|------|------|------|------|------|--------|
| Twp                | Rge | Sec | NE   | NW   | SW | SE  | NE | NW | SW   | SE   | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N                | 18E | 14  |      |      |    |     |    |    | 8.3  |      | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N                | 18E | 15  |      |      |    | 8.0 |    |    |      | 8.2  |      |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N                | 18E | 22  | 39.0 | 39.0 |    |     |    |    |      |      |      |      |      |      |      |      |      |      | 78     |
| 01N                | 18E | 23  |      |      |    |     |    |    | 38.0 | 37.0 |      |      |      |      |      |      |      |      | 75     |
| Total Acres: 533.5 |     |     |      |      |    |     |    |    |      |      |      |      |      |      |      |      |      |      |        |

Total Acres: 533.5

Acre Limit within Place of Use described: 50.0

Total Combined Rental Acres: 174.4

### CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-833R  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. Pursuant to a call in times of scarcity, this right is senior to all other rights that did not result from saved water in the Rockwell By-Pass, as established and subject to the provisions included within the Rockwell vs. Coffin decree issued on July 29, 1949.
12. Rockwell By-Pass owners must maintain the by-pass for the entire length of the by-pass capable of carrying 17.36 cfs of water during the irrigation season.
13. The saved water shall be made available to the Rockwell By-Pass saved water right holders any time the Rockwell By-Pass is being used to deliver water to Broadford Slough right holders. The Rockwell saved water rights shall be curtailed when calls for senior water rights from the Broadford Slough cannot be delivered.
14. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

**WATER RIGHT NO. 37-363D**  
**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:** BROWN RANCH INC  
 247 GLENDALE RD  
 BELLEVUE ID 83313  
 (208) 720-1982

**Priority Date:** 4/12/1883

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

|                              |                    |                  |                              |                      |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| <b><u>BENEFICIAL USE</u></b> | <b><u>From</u></b> | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
| IRRIGATION                   | 04/15              | to 10/31         | 0.28 CFS                     | 56 AF                |
|                              | <b>Total:</b>      |                  | <b>0.28 CFS</b>              | <b>56 AF</b>         |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp                | Rge | Sec | NE   |      |    |     | NW |      |      |    | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------------|-----|-----|------|------|----|-----|----|------|------|----|------|------|------|------|------|------|------|------|--------|
|                    |     |     | NE   | NW   | SW | SE  | NE | NW   | SW   | SE | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N                | 18E | 14  |      |      |    |     |    |      | 8.3  |    | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N                | 18E | 15  |      |      |    | 8.0 |    |      |      |    | 8.2  |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N                | 18E | 22  | 39.0 | 39.0 |    |     |    |      |      |    |      |      |      |      |      |      |      |      | 78     |
| 01N                | 18E | 23  |      |      |    |     |    | 38.0 | 37.0 |    |      |      |      |      |      |      |      |      | 75     |
| Total Acres: 533.5 |     |     |      |      |    |     |    |      |      |    |      |      |      |      |      |      |      |      |        |

Total Acres: 533.5

Acre Limit within Place of Use described: 16.0

Total Combined Rental Acres: 174.4

**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-363D  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

### WATER RIGHT NO. 37-20615 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:** BROWN RANCH INC  
247 GLENDALE RD  
BELLEVUE ID 83313  
(208) 720-1982

**Priority Date:** 3/24/1883

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|---------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/15         | to 10/31  | 0.15 CFS              | 7.0 AF        |
|                       | <b>Total:</b> |           | <b>0.15 CFS</b>       | <b>7.0 AF</b> |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp                | Rge | Sec | NE   |      |    |     | NW |    |      |      | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------------|-----|-----|------|------|----|-----|----|----|------|------|------|------|------|------|------|------|------|------|--------|
|                    |     |     | NE   | NW   | SW | SE  | NE | NW | SW   | SE   | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N                | 18E | 14  |      |      |    |     |    |    | 8.3  |      | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N                | 18E | 15  |      |      |    | 8.0 |    |    |      | 8.2  |      |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N                | 18E | 22  | 39.0 | 39.0 |    |     |    |    |      |      |      |      |      |      |      |      |      |      | 78     |
| 01N                | 18E | 23  |      |      |    |     |    |    | 38.0 | 37.0 |      |      |      |      |      |      |      |      | 75     |
| Total Acres: 533.5 |     |     |      |      |    |     |    |    |      |      |      |      |      |      |      |      |      |      |        |

Total Acres: 533.5

Acre Limit within Place of Use described: 2.0

Total Combined Rental Acres: 174.4

### CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-20615  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

**WATER RIGHT NO. 37-20808**  
**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:** BROWN RANCH INC  
 247 GLENDALE RD  
 BELLEVUE ID 83313  
 (208) 720-1982

**Priority Date:** 3/24/1883

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|---------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/15         | to 10/31  | 0.02 CFS              | 3.5 AF        |
|                       | <b>Total:</b> |           | <b>0.02 CFS</b>       | <b>3.5 AF</b> |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

|                    |     |     | NE   |      |    |     | NW |    |      |      | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------------|-----|-----|------|------|----|-----|----|----|------|------|------|------|------|------|------|------|------|------|--------|
| Twp                | Rge | Sec | NE   | NW   | SW | SE  | NE | NW | SW   | SE   | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N                | 18E | 14  |      |      |    |     |    |    | 8.3  |      | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N                | 18E | 15  |      |      |    | 8.0 |    |    |      |      | 8.2  |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N                | 18E | 22  | 39.0 | 39.0 |    |     |    |    |      |      |      |      |      |      |      |      |      |      | 78     |
| 01N                | 18E | 23  |      |      |    |     |    |    | 38.0 | 37.0 |      |      |      |      |      |      |      |      | 75     |
| Total Acres: 533.5 |     |     |      |      |    |     |    |    |      |      |      |      |      |      |      |      |      |      |        |

Total Acres: 533.5

Acre Limit within Place of Use described: 1.0

Total Combined Rental Acres: 174.4

**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-20808  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

**WATER RIGHT NO. 37-21739**  
**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:** BROWN RANCH INC  
 247 GLENDALE RD  
 BELLEVUE ID 83313  
 (208) 720-1982

**Priority Date:** 3/24/1883

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

|                              |                    |                  |                              |                      |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| <b><u>BENEFICIAL USE</u></b> | <b><u>From</u></b> | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
| IRRIGATION                   | 04/15 to           | 10/31            | 0.03 CFS                     | 3.9 AF               |
|                              | <b>Total:</b>      |                  | <b>0.03 CFS</b>              | <b>3.9 AF</b>        |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

|                    |     |     | NE   |      |    |     | NW |      |      |    | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------------|-----|-----|------|------|----|-----|----|------|------|----|------|------|------|------|------|------|------|------|--------|
| Twp                | Rge | Sec | NE   | NW   | SW | SE  | NE | NW   | SW   | SE | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N                | 18E | 14  |      |      |    |     |    |      | 8.3  |    | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N                | 18E | 15  |      |      |    | 8.0 |    |      |      |    | 8.2  |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N                | 18E | 22  | 39.0 | 39.0 |    |     |    |      |      |    |      |      |      |      |      |      |      |      | 78     |
| 01N                | 18E | 23  |      |      |    |     |    | 38.0 | 37.0 |    |      |      |      |      |      |      |      |      | 75     |
| Total Acres: 533.5 |     |     |      |      |    |     |    |      |      |    |      |      |      |      |      |      |      |      |        |

Total Acres: 533.5

Acre Limit within Place of Use described: 1.1

Total Combined Rental Acres: 174.4

**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.

**WATER RIGHT NO. 37-21739  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

## WATER RIGHT NO. 37-496B 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:** BROWN RANCH INC  
247 GLENDALE RD  
BELLEVUE ID 83313  
(208) 720-1982

**Priority Date:** 7/1/1883

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| IRRIGATION            | 04/15         | to 10/31  | 0.33 CFS              | 40.8 AF        |
|                       | <b>Total:</b> |           | <b>0.33 CFS</b>       | <b>40.8 AF</b> |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp                | Rge | Sec | NE   |      |    |     | NW |      |      |     | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------------|-----|-----|------|------|----|-----|----|------|------|-----|------|------|------|------|------|------|------|------|--------|
|                    |     |     | NE   | NW   | SW | SE  | NE | NW   | SW   | SE  | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N                | 18E | 14  |      |      |    |     |    |      | 8.3  |     | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N                | 18E | 15  |      |      |    | 8.0 |    |      |      | 8.2 |      |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N                | 18E | 22  | 39.0 | 39.0 |    |     |    |      |      |     |      |      |      |      |      |      |      |      | 78     |
| 01N                | 18E | 23  |      |      |    |     |    | 38.0 | 37.0 |     |      |      |      |      |      |      |      |      | 75     |
| Total Acres: 533.5 |     |     |      |      |    |     |    |      |      |     |      |      |      |      |      |      |      |      |        |

Total Acres: 533.5

Acre Limit within Place of Use described: 16.3

Total Combined Rental Acres: 174.4

**COMBINED LIMITS OF RENTED RIGHTS:**

| Combined Rights     | Rate | Volume  | Acres   |
|---------------------|------|---------|---------|
| 37-496B AND 37-497B | NA   | 40.8 AF | 16.3 AC |

### CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-496B  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

**WATER RIGHT NO. 37-497B**  
**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:** BROWN RANCH INC  
 247 GLENDALE RD  
 BELLEVUE ID 83313  
 (208) 720-1982

**Priority Date:** 7/1/1892

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

|                              |                    |                  |                              |                      |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| <b><u>BENEFICIAL USE</u></b> | <b><u>From</u></b> | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
| IRRIGATION                   | 04/15              | to 10/31         | 0.16 CFS                     | 40.8 AF              |
|                              | <b>Total:</b>      |                  | <b>0.16 CFS</b>              | <b>40.8 AF</b>       |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp          | Rge | Sec | NE   |      |    |     | NW |      |      |     | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------|-----|-----|------|------|----|-----|----|------|------|-----|------|------|------|------|------|------|------|------|--------|
|              |     |     | NE   | NW   | SW | SE  | NE | NW   | SW   | SE  | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N          | 18E | 14  |      |      |    |     |    |      | 8.3  |     | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N          | 18E | 15  |      |      |    | 8.0 |    |      |      | 8.2 |      |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N          | 18E | 22  | 39.0 | 39.0 |    |     |    |      |      |     |      |      |      |      |      |      |      |      | 78     |
| 01N          | 18E | 23  |      |      |    |     |    | 38.0 | 37.0 |     |      |      |      |      |      |      |      |      | 75     |
| Total Acres: |     |     |      |      |    |     |    |      |      |     |      |      |      |      |      |      |      |      | 533.5  |

Total Acres: 533.5

Acre Limit within Place of Use described: 16.3

Total Combined Rental Acres: 174.4

**COMBINED LIMITS OF RENTED RIGHTS:**

|                        |             |               |              |
|------------------------|-------------|---------------|--------------|
| <b>Combined Rights</b> | <b>Rate</b> | <b>Volume</b> | <b>Acres</b> |
| 37-496B AND 37-497B    | NA          | 40.8 AF       | 16.3 AC      |

**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-497B  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

## WATER RIGHT NO. 37-496D 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:** BROWN RANCH INC  
247 GLENDALE RD  
BELLEVUE ID 83313  
(208) 720-1982

**Priority Date:** 7/1/1883

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|---------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/15         | to 10/31  | 1.82 CFS              | 105 AF        |
|                       | <b>Total:</b> |           | <b>1.82 CFS</b>       | <b>105 AF</b> |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp          | Rge | Sec | NE   |      |    |     | NW |      |      |     | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------|-----|-----|------|------|----|-----|----|------|------|-----|------|------|------|------|------|------|------|------|--------|
|              |     |     | NE   | NW   | SW | SE  | NE | NW   | SW   | SE  | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N          | 18E | 14  |      |      |    |     |    |      | 8.3  |     | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N          | 18E | 15  |      |      |    | 8.0 |    |      |      | 8.2 |      |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N          | 18E | 22  | 39.0 | 39.0 |    |     |    |      |      |     |      |      |      |      |      |      |      |      | 78     |
| 01N          | 18E | 23  |      |      |    |     |    | 38.0 | 37.0 |     |      |      |      |      |      |      |      |      | 75     |
| Total Acres: |     |     |      |      |    |     |    |      |      |     |      |      |      |      |      |      |      |      | 533.5  |

Total Acres: 533.5

Acre Limit within Place of Use described: 30

Total Combined Rental Acres: 174.4

**COMBINED LIMITS OF RENTED RIGHTS:**

| Combined Rights     | Rate | Volume | Acres |
|---------------------|------|--------|-------|
| 37-496D and 37-497A | NA   | 105 AF | 30 AC |

### CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-496D  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.

**WATER RIGHT NO. 37-497A**  
**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:** BROWN RANCH INC  
 247 GLENDALE RD  
 BELLEVUE ID 83313  
 (208) 720-1982

**Priority Date:** 7/1/1892

**Source:** BIG WOOD RIVER      **Tributary to:** MALAD RIVER

|                              |                    |                  |                              |                      |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| <b><u>BENEFICIAL USE</u></b> | <b><u>From</u></b> | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
| IRRIGATION                   | 04/15 to           | 10/31            | 0.937 CFS                    | 105 AF               |
|                              | <b>Total:</b>      |                  | <b>0.937 CFS</b>             | <b>105 AF</b>        |

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

BIG WOOD RIVER      NW¼SE¼SW¼ Sec. 12 Twp 01N Rge 18E      BLAINE County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp                | Rge | Sec | NE   |      |    |     | NW |      |      |     | SW   |      |      |      | SE   |      |      |      | Totals |
|--------------------|-----|-----|------|------|----|-----|----|------|------|-----|------|------|------|------|------|------|------|------|--------|
|                    |     |     | NE   | NW   | SW | SE  | NE | NW   | SW   | SE  | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE   |        |
| 01N                | 18E | 14  |      |      |    |     |    |      | 8.3  |     | 32.0 | 40.0 | 39.0 | 34.0 |      | 33.0 |      |      | 186.3  |
| 01N                | 18E | 15  |      |      |    | 8.0 |    |      |      | 8.2 |      |      |      | 25.0 | 40.0 | 33.0 | 40.0 | 40.0 | 194.2  |
| 01N                | 18E | 22  | 39.0 | 39.0 |    |     |    |      |      |     |      |      |      |      |      |      |      |      | 78     |
| 01N                | 18E | 23  |      |      |    |     |    | 38.0 | 37.0 |     |      |      |      |      |      |      |      |      | 75     |
| Total Acres: 533.5 |     |     |      |      |    |     |    |      |      |     |      |      |      |      |      |      |      |      |        |

Total Acres: 533.5

Acre Limit within Place of Use described: 30

Total Combined Rental Acres: 174.4

**COMBINED LIMITS OF RENTED RIGHTS:**

|                        |             |               |              |
|------------------------|-------------|---------------|--------------|
| <b>Combined Rights</b> | <b>Rate</b> | <b>Volume</b> | <b>Acres</b> |
| 37-496D and 37-497A    | NA          | 105 AF        | 30 AC        |

**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 37-497A  
WATER SUPPLY BANK RENTAL AGREEMENT  
CONDITIONS OF WATER USE**

5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. 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. 37.
11. This right when applied to lands via sprinklers shall be limited to 0.02 cfs per acre and 3.5 afa per acre at the field headgate for irrigation of the lands above.