



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

May 4, 2012

GARY SPACKMAN

Interim Director

WALKER LAND & CATTLE LLC
1070 RIVERWALK DR STE 200
IDAHO FALLS ID 83402

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 31-7316**

Dear Renter:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank"). Enclosed, please find 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 **\$672.00 for 2012** was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 48.0 acre-feet. In 2013, the rental rate increases to \$17.00 per acre-foot, so your rental rate will be **\$816.00 in 2013**. An annual payment shall be received by the Department prior to the execution of this agreement and prior to April 1, the beginning of the irrigation season, in 2013. 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.

Your rental application sought a 5-year rental term but we had sufficient water to satisfy your request for 2012 and 2013. If you wish to renew your rental beyond 2013, please apply again in 2013 and we will know what we have available at that time. Additionally, the legal description on the application is Section 15 SESW but your map indicates Section 15 SWSW. The rental agreement reflects Section 15 SWSW. If you have any questions, please contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Enclosure(s)

c: Lyle Swank – IDWR Eastern Regional Office
James Cefalo – Watermaster, Water District 110

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

This is to certify that: WALKER LAND & CATTLE LLC
 1070 RIVERWALK DR STE 200
 IDAHO FALLS ID 83402
 (208) 932-0738
 RNELSON@WALKERPRODUCE.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>Total Rented Acres</u>
	31-7316	0.27 CFS	48.0 AF	16.0 AC
COMBINED RENTAL TOTALS:		0.27 CFS	48.0 AF	16.0 AC

TERM OF RENTAL: April 30, 2012 to November 1, 2012
April 1, 2013 to November 1, 2013

RENTAL FEE: \$672.00 in 2012
\$816.00 in 2013

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_____.

 GARY SPACKMAN, Interim Director
 Department of Water Resources

WATER RIGHT NO. 31-7316
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: WALKER LAND & CATTLE LLC
 1070 RIVERWALK DR STE 200
 IDAHO FALLS ID 83402
 (208) 932-0738
 RNELSON@WALKERPRODUCE.NET

Priority Date: 05/10/1979

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.27 CFS	48.0 AF
	Total:		0.27 CFS	48.0 AF

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

GROUND WATER SE¼SE¼ Sec. 15 Twp 07N Rge 36E JEFFERSON 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	
07N	36E	15											16						16

Total Acres: 16.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
9. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

**WATER RIGHT NO. 31-7316
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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. 110.
12. This rental when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

MEMORANDUM

To: File(s) 31-7316

From: Monica Van Bussum

Date: May 3, 2012

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

PURPOSE/NARRATIVE: On April 30, 2012, the Department received an application to renew a rental for 16 acres of irrigation of water right 31-7316.

The application sought 5 years but the right to be rented is only in the Bank 2 more years, so the rental agreement is for 2 years.

The legal description for the POU on the application is Section 15 SESW but the map and conversation with the watermaster indicate the POU is correctly described as Section 15 SWSW.

AUTHORITY TO FILE: The application was signed by Richard Nelson of Walker Land & Cattle.

WATER RIGHT VALIDITY: This water right was recently accepted into the Water Supply Bank and had the usual validity check at that time.

INJURY TO OTHER WATER RIGHTS: This did require modeling using the ESPA mitigation tool. Results from the model run indicate no mitigation is required.

ENLARGEMENT OF USE: No enlargement is apparent.

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:

James Cefalo, Watermaster for Water District 110, indicated no concerns.