



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

March 26, 2012

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

CLEFT OF THE ROCK FARMS
51 N 3350 E
AMERICAN FALLS ID 83211

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 43-13595 & 43-13597, RIGHT NO. 43-2409B**

Dear Renter:

The Department of Water Resources has completed its review of your amended applications to rent water from the Water Supply Bank. Your applications sought to add a point of diversion (POD) to the rental agreement previously approved under 43-13595 and 43-13597, as well as add a point of diversion to the rental agreement previously approved under 43-2409B. I have enclosed **two** Water Supply Bank Rental Agreements that cover the remainder of the rental term. Upon signature and return of the original agreements, 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.

The rental fees for these rentals do not change and you have already paid the rental fees for the 2012 season. Those fees will be due again in early 2013 for the 2013 irrigation season.

Additionally, your application sought to renew the rental agreement early. Both of these rental agreements already run through 2014 and 2015. Due to the transient nature of rights in the Bank, rental review needs to be timely for a relevant review of the proposed use and submitted within the year prior to the end of the existing rental. If you wish to renew these rentals, please reapply toward the end of the rental terms.

Please send the signed rental agreements to my attention within 14 days so I can complete the processing. If you have any questions, please contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Enclosure(s)

c: Allen Merritt – IDWR Southern Regional Office
Greg Sullivan – Brockway Engineering PLLC

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

This is to certify that: CLEFT OF THE ROCK FARMS
 51 N 3350 E
 AMERICAN FALLS ID 83211
 (208) 349-5542

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>
	43-2409B	3.20 CFS	640.0 AF	160.0 AC
COMBINED RENTAL TOTALS:		3.20 CFS	640.0 AF	160.0 AC

TERM OF RENTAL: March 15, 2012 to November 15, 2012
March 15, 2013 to November 15, 2013
March 15, 2014 to November 15, 2014

RENTAL FEE: **\$8,960.00 per year**

The fee for rental of the above-described water is \$8,960.00 per year. An annual payment shall be received by the Department prior to March 15, the start of the irrigation season, each year for the duration of the rental period. The agreement will be void if the payment is not received in a given year.

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. 43-2409B
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: CLEFT OF THE ROCK FARMS
 51 N 3350 E
 AMERICAN FALLS ID 83211
 (208) 349-5542

Priority Date: 04/23/1954

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	3.20 CFS	640.0 AF
	Total:		3.20 CFS	640.0 AF

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

GROUND WATER	SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	Sec. 29	Twp 10S	Rge 28E	CASSIA County
GROUND WATER	SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	Sec. 29	Twp 10S	Rge 28E	CASSIA 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
10S	28E	32									32.5	30.0		32.5		32.5	32.5		160

Total Acres: 160

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 use of water under this right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
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. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 43-2409B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

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

This is to certify that: CLEFT OF THE ROCK FARMS
51 N 3350 E
AMERICAN FALLS ID 83211
(208) 349-5542

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>
	43-13595	1.53 CFS	359.2 AF	89.8 AC
	43-13597	0.25 CFS	168.8 AF	43.2 AC
COMBINED RENTAL TOTALS:		1.78 CFS	528.0 AF	132.0 AC

TERM OF RENTAL: March 15, 2012 to November 15, 2015

RENTAL FEE: \$7,392.00

The fee for rental of the above-described water is \$7,392.00 per year. An annual payment shall be received by the Department prior to March 15, 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)

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. 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: CLEFT OF THE ROCK FARMS
51 N 3350 E
AMERICAN FALLS ID 83211
(208) 349-5542

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	03/15	to 11/15	1.53 CFS	359.2 AF
	Total:		1.53 CFS	359.2 AF

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

GROUND WATER	SW¼SW¼SW¼	Sec. 29	Twp 10S	Rge 28E	CASSIA County
GROUND WATER	SE¼SE¼SW¼	Sec. 29	Twp 10S	Rge 28E	CASSIA 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	
10S	28E	29															39	24	63
10S	28E	32	24	39			6												69

Total Acres: 132

Acre Limit within Place of Use described: 89.8

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 rights 43-13595 and 43-13597 when combined shall not exceed a total diversion rate of 1.32 cfs.
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 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.

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

CONDITIONS OF WATER USE

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. 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: CLEFT OF THE ROCK FARMS
51 N 3350 E
AMERICAN FALLS ID 83211
(208) 349-5542

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	03/15	to 11/15	0.25 CFS	168.8 AF
	Total:		0.25 CFS	168.8 AF

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

GROUND WATER	SW¼SW¼SW¼	Sec. 29	Twp 10S	Rge 28E	CASSIA County
GROUND WATER	SE¼SE¼SW¼	Sec. 29	Twp 10S	Rge 28E	CASSIA 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	
10S	28E	29															39	24	63
10S	28E	32	24	39			6												69

Total Acres: 132

Acre Limit within Place of Use described: 42.2

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 rights 43-13595 and 43-13597 when combined shall not exceed a total diversion rate of 1.32 cfs.
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 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.

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

CONDITIONS OF WATER USE

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.