



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 15, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

CASA DEL NORTE LP
11204 NORTH BAR 21 DR
GLENN'S FERRY ID 83623

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-2154, 61-2155, 61-2188, 61-7151 AND 61-10378**

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 \$7,895.16 per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 508.8 acre-feet. The total rental fee for 2009, 2010 and 2011 is \$23,685.48. However, you paid \$7,000 under Receipt C088487 in April 2009. Therefore, only **\$16,685.48** is due.

Please send a check 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.

If you have any questions, please contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Enclosure(s)

c: John Westra – IDWR Western Regional Office
Lori Graves – SPF Water Engineering

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

This is to certify that: **CASA DEL NORTE LP**
11204 NORTH BAR 21 DR
GLENN'S FERRY ID 83623
(208) 366-7931

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
61-2154	0.90 CFS	179.1 AF	45.1 AC
61-10378	0.13 CFS	32.5 AF	7.8 AC
61-2155	0.74 CFS	156.4 AF	39.1 AC
61-2188	0.38 CFS	84.0 AF	58.8 AC
61-7151	0.16 CFS	56.8 AF	14.2 AC
COMBINED RENTAL TOTALS:	2.03 CFS	508.8 AF	125.0 AC

TERM OF RENTAL: March 15, 2009 to November 15, 2009
March 15, 2010 to November 15, 2010
March 15, 2011 to November 15, 2011

RENTAL FEE: \$7,895.16

The fee for rental of the above-described water is \$7,895.16 per year. The total rental fee for all three years is \$23,685.48. However, the Renter paid \$7,000 under Receipt C088487 in April 2009. Therefore, a single payment of **\$16,685.48** should be submitted upon receipt of this agreement.

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. 61-2154 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: CASA DEL NORTE LP
11204 NORTH BAR 21 DR
GLENN'S FERRY ID 83623
(208) 366-7931

Priority Date: 01/14/1963

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	0.90 CFS	179.1 AF
	Total:		0.90 CFS	179.1 AF

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

GROUND WATER	SE¼NE¼	Sec. 3	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE 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	
04S	09E	21		7.0	5.0		38	22	19	34									125

Total Acres: 125

Acre Limit within Place of Use described: 45.1

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	2.03 CFS	508.8 AF	125.0 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. 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.
4. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 61-2154
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
11. Rental of rights 61-2154 and 61-10378 are limited to a total combined diversion rate of 0.90 cfs and a maximum diversion volume of 211.6 acre-feet for irrigation of 52.9 acres within the authorized place of use.
12. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 2.03 cfs and a maximum diversion volume of 508.8 acre-feet for irrigation of 125 acres within the authorized place of use.
13. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.

WATER RIGHT NO. 61-10378 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: CASA DEL NORTE LP
11204 NORTH BAR 21 DR
GLENN'S FERRY ID 83623
(208) 366-7931

Priority Date: 04/30/1974

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	0.13 CFS	32.5 AF
	Total:		0.13 CFS	32.5 AF

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

GROUND WATER	SE¼NE¼	Sec. 3	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE 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	
04S	09E	21		7.0	5.0		38	22	19	34									125

Total Acres: 125

Acre Limit within Place of Use described: 7.8

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	2.03 CFS	508.8 AF	125.0 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. 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.
4. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 61-10378
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
11. Rental of rights 61-2154 and 61-10378 are limited to a total combined diversion rate of 0.90 cfs and a maximum diversion volume of 211.6 acre-feet for irrigation of 52.9 acres within the authorized place of use.
12. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 2.03 cfs and a maximum diversion volume of 508.8 acre-feet for irrigation of 390 acres within the authorized place of use.

WATER RIGHT NO. 61-2155
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: CASA DEL NORTE LP
 11204 NORTH BAR 21 DR
 GLENNS FERRY ID 83623
 (208) 366-7931

Priority Date: 01/14/1963

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	0.74 CFS	156.4 AF
	Total:		0.74 CFS	156.4 AF

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

GROUND WATER	SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 3	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE 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
04S	09E	21		7.0	5.0		38	22	19	34									125

Total Acres: 125

Acre Limit within Place of Use described: 39.1

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	2.03 CFS	508.8 AF	125.0 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. 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.
4. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 61-2155
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
11. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 2.03 cfs and a maximum diversion volume of 508.8 acre-feet for irrigation of 390 acres within the authorized place of use.

WATER RIGHT NO. 61-2188

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: CASA DEL NORTE LP
11204 NORTH BAR 21 DR
GLENN'S FERRY ID 83623
(208) 366-7931

Priority Date: 02/17/1966

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	0.38 CFS	84.0 AF
	Total:		0.38 CFS	84.0 AF

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

GROUND WATER	SE¼NE¼	Sec. 3	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW¼NE¼	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 10	Twp 04S	Rge 09E	ELMORE 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	
04S	09E	21		7.0	5.0		38	22	19	34									125

Total Acres: 125

Acre Limit within Place of Use described: 18.8

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	2.03 CFS	508.8 AF	125.0 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. 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.
4. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 61-2188
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
11. Rental of rights 61-2188 and 61-7151 are limited to a total combined diversion rate of 0.38 cfs and a maximum diversion volume of 439.6 acre-feet for irrigation of 103 acres within the authorized place of use.
12. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 2.03 cfs and a maximum diversion volume of 508.8 acre-feet for irrigation of 390 acres within the authorized place of use.

WATER RIGHT NO. 61-7151
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: CASA DEL NORTE LP
 11204 NORTH BAR 21 DR
 GLENN'S FERRY ID 83623
 (208) 366-7931

Priority Date: 04/09/1973

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	0.16 CFS	56.8 AF
	Total:		0.16 CFS	56.8 AF

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

GROUND WATER	SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 3	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	SW $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE County
GROUND WATER	NW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 10	Twp 04S	Rge 09E	ELMORE 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	
04S	09E	21		7.0	5.0		38	22	19	34									125

Total Acres: 125

Acre Limit within Place of Use described: 14.2

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	2.03 CFS	508.8 AF	125.0 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. 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.
4. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 61-7151
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
11. Rental of rights 61-2188 and 61-7151 are limited to a total combined diversion rate of 0.38 cfs and a maximum diversion volume of 439.6 acre-feet for irrigation of 103 acres within the authorized place of use.
12. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 2.03 cfs and a maximum diversion volume of 508.8 acre-feet for irrigation of 390 acres within the authorized place of use.