



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

December 20th, 2010

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 NO(S). 43-2325 and 43-4112**

Dear Renter:

On November 10, 2010, we received your application to extend this rental for another five years (2011 through 2015). As you and I discussed at that time, the right was only leased to the Bank through December 31, 2010. On December 13, 2010, I received a request from the right holders to extend the lease period through December 31, 2011. Therefore, I am enclosing a rental agreement for the 2011 irrigation season.

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: Allen Merritt – IDWR Southern Regional Office

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

Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
43-2325	1.08 CFS	N/A	120.0 AC
43-4112	1.00 CFS	N/A	154.0 AC
COMBINED RENTAL TOTALS:	2.08 CFS	616.0 AF	154.0 AC

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

RENTAL FEE: \$8,624.00

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. 43-2325
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: 10/15/1948

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
IRRIGATION	03/15	to 11/15	1.08 CFS
Total:			1.08 CFS

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

GROUND WATER SW¼SW¼ 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									37	37	40	40					154

Total Acres: 154

Acre Limit within Place of Use described: 120

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
43-2009, 43-2325, 43-4112	NA	NA	154.0 AC
43-2325, 43-4112	2.08 CFS	616.0 AF	154.0 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 rights 43-2325 and 43-4112 when combined shall not exceed a total diversion rate of 2.08 cfs, a maximum annual diversion volume of 616 acre-feet, and the irrigation of 154 acres.
3. 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.
4. Water right 43-2009 shall not be rented or released from the Bank for the duration of this rental.
5. 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.
6. 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.

**WATER RIGHT NO. 43-2325
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. 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.
8. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
9. This rental agreement does not authorize the construction of a well.
10. 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.
11. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
12. 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.
13. 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.
14. 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. 43-4112
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: 03/15/1957

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
IRRIGATION	03/15	to 11/15	1.00 CFS
	Total:		1.00 CFS

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

GROUND WATER SW¼SW¼ 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									37	37	40	40					154

Total Acres: 154

COMBINED LIMITS OF RENTED RIGHTS:

<u>Combined Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
43-2009, 43-2325, 43-4112	NA	NA	154.0 AC
43-2325, 43-4112	2.08 CFS	616.0 AF	154.0 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 rights 43-2325 and 43-4112 when combined shall not exceed a total diversion rate of 2.08 cfs, a maximum annual diversion volume of 616 acre-feet, and the irrigation of 154 acres.
3. 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.
4. Water right 43-2009 shall not be rented or released from the Bank for the duration of this rental.
5. 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.
6. 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.

**WATER RIGHT NO. 43-4112
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. 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.
8. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
9. This rental agreement does not authorize the construction of a well.
10. 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.
11. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
12. 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.
13. 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.
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