

Water Supply Bank No. \_\_\_\_\_

Water Right No. \_\_\_\_\_

**STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**

**APPLICATION TO SELL OR LEASE A WATER RIGHT  
TO THE WATER SUPPLY BANK**

**RECEIVED**  
**MAY 15 2007**  
DEPARTMENT OF  
WATER RESOURCES

Name of Seller/Lessor Lambert Produce Co, Inc. / Double C Farms Phone 208-678-2668

Post office address 203 E 1100 S, Burley, ID 83318

With copy to: John M. Marshall, Givens Pursley LLP, 601 W Bannock, Boise, Idaho 83702

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree No. 45-2520 Decreed to Lambert Produce Co., Inc.  
(Name)  
in case of In Re SRBA, Case No. 39576 vs \_\_\_\_\_  
dated 5/6/2005 in 5<sup>th</sup> District county of Twin Falls  
(Name of court)
- b. License No. \_\_\_\_\_ issued by the Idaho Department of Water Resources.
- c. Permit No. \_\_\_\_\_ issued by the Idaho Department of Water Resources.

2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease, show "all" on line a. below and skip the remainder of part 2.)

- a. Amount of water under right: \_\_\_\_\_ cubic feet per second &/or  
\_\_\_\_\_ acre-fee per annum
- b. Point of diversion: \_\_\_\_\_  $\frac{1}{4}$  of \_\_\_\_\_  $\frac{1}{4}$  of Section \_\_\_\_\_ Township \_\_\_\_\_ Range  
\_\_\_\_\_, B.M. in \_\_\_\_\_ County.  
Additional points \_\_\_\_\_

c. Place of use:

| TWP | RGE | SEC | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres \_\_\_\_\_

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

Lambert Produce Co, Inc. owns water right 45-2520 as per the SRBA decree for the right.

Double C Farms owns the land at issue in this application.

- b. Describe the frequency of water user under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years.)

Water right was decreed by the SRBA in May 2005. Use of the right is confirmed by the decree.

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

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- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe

See attached list of the 11 ground water rights appurtenant to the place of use. Right 45-2520, along with all of the rights in the list, authorize irrigation of 4,983 acres within a 4,983-acre permissible place of use. In 2007 Double C is irrigating a total of 4,394 acres within the ppu, leaving a total of 589 acres available from the combined rights for the bank. Exhibit A identifies these acres by legal description. Exhibit B is a map depicting the location of these acres.

- e. If the water right is a permit, describe the work accomplished toward developing the right.

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- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4. REMARKS:

See attached

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5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

\_\_\_\_\_ For sale;

X \_\_\_\_\_ For lease for a period from 01/01/2007 to 12/31/2008  
(Day, month, year) (Day, month, year)

(The lease period may be shown as "indefinite," if the total duration of lease is unknown); or

\_\_\_\_\_ As a gift to the state of Idaho.

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate."

\_\_\_\_\_ Standard rental rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities to off this right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

5/11/07  
Date

[Signature]  
Signature

FOR DEPARTMENT USE ONLY

Received by \_\_\_\_\_ Date \_\_\_\_\_ Preliminary check by \_\_\_\_\_

Watermaster recommendation requested on \_\_\_\_\_ Received \_\_\_\_\_

Recommended for \_\_\_\_\_ approval \_\_\_\_\_ denial \_\_\_\_\_ by \_\_\_\_\_

**EXHIBIT A - APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE  
WATER SUPPLY BANK**

**List of other ground water rights appurtenant to the 4,983-acre permissible place of use:**

|          |          |          |          |          |         |
|----------|----------|----------|----------|----------|---------|
| 45-2254A | 45-2520  | 45-2526  | 45-2579  | 45-2630  | 45-2657 |
| 45-4009A | 45-4011A | 45-4013A | 45-4048F | 45-13777 |         |

**Non –irrigated acres within the 4,983-acre permissible place of use available for bank.**  
See attached page. See Exhibit B for depiction of acres. The area in green corresponds to the 4,983-acre permissible place of use.

**Remarks:**

This Application to Sell or Lease Water is filed in conjunction with an Application to Rent Water filed by Lambert Produce Co., Inc. and Double C Farms that seeks to rent water right 45-2520 and a portion of water rights 45-2382 and 45-2254A from the Water Supply Bank. The intent of the Application to Lease is to provide coverage for 687 acres irrigated by the Applicant that are not currently included under the place of use of any water right pending processing and approval of an existing transfer application.

| TOWNSHIP | RANGE | SEC | QQ   | ACRES |
|----------|-------|-----|------|-------|
| 12S      | 22E   | 24  | NESE | 8.2   |
| 12S      | 22E   | 24  | SESE | 8.9   |
| 12S      | 22E   | 24  | SWSE | 6.9   |
| 12S      | 22E   | 25  | NENE | 7.0   |
| 12S      | 22E   | 25  | NWNE | 6.3   |
| 12S      | 22E   | 25  | SWNE | 4.8   |
| 12S      | 23E   | 15  | NWSW | 1.8   |
| 12S      | 23E   | 15  | SWNE | 3.4   |
| 12S      | 23E   | 15  | SWNW | 1.4   |
| 12S      | 23E   | 15  | SWSW | 0.9   |
| 12S      | 23E   | 16  | NENW | 3.7   |
| 12S      | 23E   | 16  | NESE | 0.3   |
| 12S      | 23E   | 16  | NESW | 0.4   |
| 12S      | 23E   | 16  | NWNW | 3.3   |
| 12S      | 23E   | 16  | NWSE | 2.5   |
| 12S      | 23E   | 16  | NWSW | 2.9   |
| 12S      | 23E   | 16  | SENE | 1.5   |
| 12S      | 23E   | 16  | SESW | 4.9   |
| 12S      | 23E   | 16  | SWNW | 1.1   |
| 12S      | 23E   | 16  | SWSE | 0.6   |
| 12S      | 23E   | 16  | SWSW | 1.8   |
| 12S      | 23E   | 17  | NENE | 4.4   |
| 12S      | 23E   | 17  | NENW | 2.9   |
| 12S      | 23E   | 17  | NESE | 2.6   |
| 12S      | 23E   | 17  | NESW | 3.8   |
| 12S      | 23E   | 17  | NWNE | 4.0   |
| 12S      | 23E   | 17  | NWNW | 11.3  |
| 12S      | 23E   | 17  | NWSE | 3.1   |
| 12S      | 23E   | 17  | NWSW | 10.0  |
| 12S      | 23E   | 17  | SENE | 1.5   |
| 12S      | 23E   | 17  | SENW | 1.5   |
| 12S      | 23E   | 17  | SESE | 2.0   |
| 12S      | 23E   | 17  | SESW | 2.4   |
| 12S      | 23E   | 17  | SWNE | 1.2   |
| 12S      | 23E   | 17  | SWNW | 6.4   |
| 12S      | 23E   | 17  | SWSE | 1.0   |
| 12S      | 23E   | 17  | SWSW | 0.3   |
| 12S      | 23E   | 19  | NENE | 7.0   |
| 12S      | 23E   | 19  | NESE | 8.5   |
| 12S      | 23E   | 19  | NWNE | 8.6   |
| 12S      | 23E   | 19  | NWSE | 9.0   |
| 12S      | 23E   | 19  | SENE | 9.6   |
| 12S      | 23E   | 19  | SESE | 8.5   |
| 12S      | 23E   | 19  | SWNE | 5.9   |
| 12S      | 23E   | 19  | SWSE | 5.2   |
| 12S      | 23E   | 20  | NENE | 2.4   |
| 12S      | 23E   | 20  | NENW | 2.5   |
| 12S      | 23E   | 20  | NESE | 8.7   |
| 12S      | 23E   | 20  | NESW | 8.9   |
| 12S      | 23E   | 20  | NWNE | 2.6   |
| 12S      | 23E   | 20  | NWNW | 10.4  |
| 12S      | 23E   | 20  | NWSE | 7.6   |
| 12S      | 23E   | 20  | NWSW | 8.6   |
| 12S      | 23E   | 20  | SENE | 7.3   |
| 12S      | 23E   | 20  | SENW | 2.5   |
| 12S      | 23E   | 20  | SESE | 7.9   |
| 12S      | 23E   | 20  | SESW | 8.3   |
| 12S      | 23E   | 20  | SWNE | 6.2   |
| 12S      | 23E   | 20  | SWNW | 9.8   |
| 12S      | 23E   | 20  | SWSE | 6.5   |
| 12S      | 23E   | 20  | SWSW | 7.5   |
| 12S      | 23E   | 21  | NENE | 12.5  |
| 12S      | 23E   | 21  | NENW | 11.3  |

| TOWNSHIP | RANGE | SEC | QQ   | ACRES |
|----------|-------|-----|------|-------|
| 12S      | 23E   | 21  | NESE | 2.1   |
| 12S      | 23E   | 21  | NESW | 1.9   |
| 12S      | 23E   | 21  | NWNE | 8.8   |
| 12S      | 23E   | 21  | NWNW | 2.1   |
| 12S      | 23E   | 21  | NWSE | 2.8   |
| 12S      | 23E   | 21  | NWSW | 10.0  |
| 12S      | 23E   | 21  | SENE | 2.9   |
| 12S      | 23E   | 21  | SENW | 1.9   |
| 12S      | 23E   | 21  | SESE | 6.6   |
| 12S      | 23E   | 21  | SESW | 5.7   |
| 12S      | 23E   | 21  | SWNE | 0.6   |
| 12S      | 23E   | 21  | SWNW | 4.6   |
| 12S      | 23E   | 21  | SWSE | 6.5   |
| 12S      | 23E   | 21  | SWSW | 6.5   |
| 12S      | 23E   | 22  | NENW | 0.8   |
| 12S      | 23E   | 22  | NESW | 2.6   |
| 12S      | 23E   | 22  | NWNE | 2.5   |
| 12S      | 23E   | 22  | NWNW | 7.5   |
| 12S      | 23E   | 22  | NWSW | 3.0   |
| 12S      | 23E   | 22  | SENW | 6.7   |
| 12S      | 23E   | 22  | SWSW | 4.9   |
| 12S      | 23E   | 28  | NENE | 8.0   |
| 12S      | 23E   | 28  | NENW | 8.5   |
| 12S      | 23E   | 28  | NWNE | 8.8   |
| 12S      | 23E   | 28  | NWNW | 10.1  |
| 12S      | 23E   | 28  | SENE | 5.4   |
| 12S      | 23E   | 28  | SENW | 5.1   |
| 12S      | 23E   | 28  | SWNE | 5.7   |
| 12S      | 23E   | 28  | SWNW | 6.0   |
| 12S      | 23E   | 29  | NENE | 9.3   |
| 12S      | 23E   | 29  | NENW | 8.7   |
| 12S      | 23E   | 29  | NESE | 8.5   |
| 12S      | 23E   | 29  | NESW | 0.9   |
| 12S      | 23E   | 29  | NWNE | 8.2   |
| 12S      | 23E   | 29  | NWNW | 7.8   |
| 12S      | 23E   | 29  | NWSE | 2.3   |
| 12S      | 23E   | 29  | NWSW | 7.1   |
| 12S      | 23E   | 29  | SENE | 8.0   |
| 12S      | 23E   | 29  | SENW | 3.5   |
| 12S      | 23E   | 29  | SESE | 6.8   |
| 12S      | 23E   | 29  | SESW | 6.0   |
| 12S      | 23E   | 29  | SWNE | 1.2   |
| 12S      | 23E   | 29  | SWNW | 8.5   |
| 12S      | 23E   | 29  | SWSE | 6.2   |
| 12S      | 23E   | 29  | SWSW | 5.5   |
| 12S      | 23E   | 30  | NENE | 8.7   |
| 12S      | 23E   | 30  | NWNE | 9.1   |

**589.7**

