



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](http://www.idwr.idaho.gov)

C. L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Interim Director

March 12, 2010

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:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank"). Please find enclosed 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 **\$8,624.00** was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 616.0 acre-feet. 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.

Please note that applications for rental of water must be reviewed in accordance with Idaho Code § 42-1763 and the Department's Water Supply Bank Rule 30 (IDAPA 37.02.03.030). This includes consideration of whether there will be injury to other water rights, whether the proposal would constitute an enlargement of the water rights, whether the water will be put to a beneficial use, whether the water supply available from applicable rights in the Bank is sufficient for the use intended and whether the proposal is in the local public interest. While a one-year rental usually involves a general review of the water rights and proposed use, rental of water over multiple years may require more comprehensive review, notice to advise anyone who desires to protest the proposed water use, and approval by the Idaho Water Resource Board.

If you have any questions, please contact me at (208) 287-4943.

Sincerely,

Aaron Marshall  
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           |
| <b>COMBINED RENTAL TOTALS:</b> | <b>2.08 CFS</b> | <b>616.0 AF</b>      | <b>154.0 AC</b>    |

**TERM OF RENTAL:**

March 15, 2010 to November 15, 2010

**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

**BENEFICIAL USE**

IRRIGATION

**From** 03/15 **To** 11/15 **Diversion Rate**  
 1.08 CFS  
**Total: 1.08 CFS**

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

GROUND WATER SW  $\frac{1}{4}$  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 |    |    |    | 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, 43-41112 | 3.08 CFS    | N/A           | 154.0 AC     |
| 43-2325, 43-4112           | 2.08 CFS    | 616.0 AF      | 154.0 AC     |

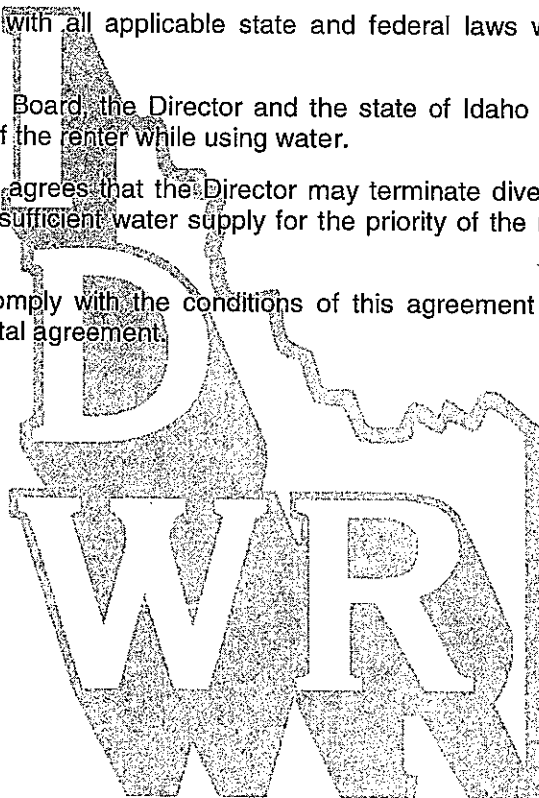
**CONDITIONS OF WATER USE**

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

**BENEFICIAL USE**

IRRIGATION

**From To Diversion Rate**  
 03/15 to 11/15 1.00 CFS  
**Total: 1.00 CFS**

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

GROUND WATER SW 1/4 SW 1/4 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 | 3.08 CFS    | N/A           | 154.0 AC     |
| 43-2325, 43-4112          | 2.08 CFS    | 616.0 AF      | 154.0 AC     |

**CONDITIONS OF WATER USE**

- The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
- 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.
- 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.
- Water right 43-2009 shall not be rented or released from the Bank for the duration of this rental.
- 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.
- 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.
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.

