



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

February 14, 2008

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

SUNVIEW DAIRY LLC
6600 SW BLANKSMA RD
MT HOME ID 83647

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 61-12148

Dear Renter:

The Department of Water Resources (Department) acknowledges receipt of the Assignment of Application to Rent Water from the Water Supply Bank (Bank) from Jack Post dated 2/05/2008. 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.

On the original rental application a rental diversion rate of 1.50 cfs and a diversion volume of 240.0 acre-feet for irrigation of 76.0 acres was requested. The amount of water reflected in this rental agreement is the rate and volume proportional to the amounts authorized under the water right rented and the number of acres to be irrigated: 0.99 cfs and 304.0 acre-feet.

A rental fee of **\$4,256.00** per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 304.0 acre-feet. An annual payment shall be received by the Department **prior** to the execution of this agreement and prior to April 1 in all subsequent years for the duration of the rental period. The agreement will be void if the payment is not received for a given year. Please send a check made payable to the Idaho Department of Water Resources together with the signed rental agreement to my attention so I can complete the processing.

Please note that applications for rental of water must be reviewed in accordance with Section 42-1763, Idaho Code, 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 regarding this matter, please contact me at (208) 287-4943.

Sincerely,

Aaron Marshall
Water Allocation Bureau

Enc: 2

c: John Westra – IDWR Western Regional Office
Jack Post – original applicant

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

This is to certify that: **SUNVIEW DAIRY LLC**
6600 SW BLANKSMA RD
MT HOME ID 83647
(208) 941-3908

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
	61-12148	0.99 CFS	304.0 AF	76.0 AC
COMBINED RENTAL TOTALS:		0.99 CFS	304.0 AF	76.0 AC

TERM OF RENTAL:

April 1, 2008 to October 31, 2008
April 1, 2009 to October 31, 2009
April 1, 2010 to October 31, 2010
April 1, 2011 to October 31, 2011
April 1, 2012 to October 31, 2012

RENTAL FEE:

\$4,256.00 per year

The fee for rental of the above-described water is \$4,256.00 per year. An annual payment shall be received by the Department of Water Resources prior to April 1, 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 Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (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____

DAVID R. TUTHILL, JR., Director
Department of Water Resources

WATER RIGHT NO. 61-12148

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: SUNVIEW DAIRY LLC
6600 SW BLANKSMA RD
MT HOME ID 83647
(208) 941-3908

Priority Date: 02/21/1971

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	0.99 CFS	304.0 AF
	Total:		0.99 CFS	304.0 AF

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

GROUND WATER NW¼NW¼ Sec 36 Twp 04S Rge 05E 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	05E	36													38.0			38.0	76.0

Total Acres: 76.0

Acre Limit within Place of Use described: N/A

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
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. 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
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
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 a permanent application for transfer 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. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

RECEIVED

FEB 13 2008

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEPARTMENT OF
WATER RESOURCES

ASSIGNMENT OF APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

To change the ownership of an application to rent water from the water supply bank

I, Jack Post, hereby assign to Sunview Dairy L.L.C.
of, 6600 S.W. Blankensma rd. Mt. Home Id. 83647 208-941-3908
(Full Address) (Phone)

All of my right, title, and interest in and to Application to Rent Water
from the Water Supply Bank (Attach copy of application.)

OR (for partial assignments)

The following described portion of my right, title, and interest in and
to Application to Rent Water from the Water Supply Bank.

(Describe portion of application assigned, listing number of acres in each 40 acre
subdivision, point of diversion location, and amount of water in cubic feet per second.)

Made this 5th day of February 20 08

Applicant(s)

State of Idaho)

County of Elmore)ss

On this 5th day of February, 20 08, personally appeared before me the signer(s) of the above
instrument, who duly acknowledged to me that he (she) (they) executed the same

CHRIS ALZOLA
Notary Public
State of Idaho

SEAL

Chris Alzola
Notary Public residing at

Mountain Home, Idaho

My commission expires: 5-21-2011

RECEIVED

FEB 11 2008

WATER RESOURCES
WESTERN REGION