



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 11, 2007

C. L. "BUICH" OTTER
Governor

DAVID R. IUTHILL, JR.
Director

GOLD EMBLEM FARMS
PO BOX 51780
IDAHO FALLS ID

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK WATER
RIGHT NO(S) 33-02102, 33-14866, AND 35-07103

Dear Renter:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank") submitted in response to a Consent Order and Agreement dated September 4, 2007. 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 application you requested a rental diversion rate of 1.60 cfs and a diversion volume of 320.0 acre-feet for the irrigation of 90.0 acres. The amount of water reflected in this rental agreement is the rate and volume proportional to the amounts authorized under the water right(s) rented and the number of acres to be irrigated: 1.83 cfs and 340.8 acre-feet.

A rental fee of **\$ 4,771.20** was calculated based on \$14.00 per acre-foot times a diversion volume of 340.8 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 ten (10) days of receipt of this letter 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, please contact me at (208) 287-4943.

Sincerely,

Aaron Marshall
Water Allocation Bureau

Enc: 1

c: Lyle Swank – IDWR Eastern Regional Office

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:

Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
33-02102	0 80 CFS	N/A	38 4 AC
33-14866	0 45 CFS	134 4 AF	38 4 AC
35-07103	1 02 CFS	206 4 AF	51 6 AC

Detailed water right specific limitations and conditions attached.

(Title if on behalf of company or organization)

DAVID R TUTHILL, JR , Director
Department of Water Resources

WATER RIGHT NO. 33-02102
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: GOLD EMBLEM FARMS
 PO BOX 51780
 IDAHO FALLS ID 83405

Priority Date: 06/21/1961

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	0.80 CFS	N/A
	Total:		0.80 CFS	N/A

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

GROUND WATER NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 13 Twp 03N Rge 34E BONNEVILLE 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	
03N	34E	23	30.0																30.0
03N	34E	24							30.0	30.0									60.0

Total Acres: 90.0

Acre Limit within Place of Use described: 38.4

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 Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 7 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.
- 8 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.
- 9 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. 33-14866
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: GOLD EMBLEM FARMS
 PO BOX 51780
 IDAHO FALLS ID 83405

Priority Date: 11/10/1948

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	0.45 CFS	134.4 AF
	Total:		0.45 CFS	134.4 AF

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

GROUND WATER NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 13 Twp 03N Rge 34E BONNEVILLE 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
03N	34E	23	30.0																30.0
03N	34E	24							30.0	30.0									60.0

Total Acres: 90.0

Acre Limit within Place of Use described: 38.4

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 Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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
9. 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. 35-07103
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: GOLD EMBLEM FARMS
 PO BOX 51780
 IDAHO FALLS ID 83405

Priority Date: 11/06/1969

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	11/01	1.02 CFS	206.4 AF
	Total:		1.02 CFS	206.4 AF

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

GROUND WATER NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 13 Twp 03N Rge 34E BONNEVILLE 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
03N	34E	23	30.0																30.0
03N	34E	24							30.0	30.0									60.0

Total Acres: 90.0

Acre Limit within Place of Use described: 51.6

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 Renter agrees to comply with all applicable state and federal laws while using water under this agreement
- 7 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
- 8 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
- 9 Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement