

United State Department of the Interior
Bureau of Reclamation

Water Rental and Forbearance Agreement

With South Elmore Irrigation, Inc.
(Lessor's name)

Reclamation agreement number # 1425-02-MA-10-3920

This Agreement is entered into pursuant to the Reclamation Act of 1902, as amended and supplemented, for the purpose of meeting commitments of the Bureau of Reclamation (Reclamation) under the Biological Opinions on the Operation of the Federal Columbia River Power System and the operation and maintenance of Reclamation Projects in the Snake River Basin above Brownlee Dam. This Agreement is by and between the United States of America, acting by and through the Department of the Interior, Bureau of Reclamation, represented by the officer executing this instrument on its behalf and the Lessor.

RECITALS

- A. WHEREAS, Reclamation has commitments under Biological Opinions on the operation of the Federal Columbia River Power System and the operation and maintenance of Reclamation Projects in the Snake River Basin above Brownlee Dam to provide flow augmentation for delivery at Lower Granite Dam.
- B. WHEREAS, The Idaho Legislature authorized Reclamation to annually rent up to 427,000 acre-feet of storage water per year during the years 2002-2004 under the provisions of Idaho Code § 42-1763B.
- C. WHEREAS, In 2002, there was insufficient storage water available for rental by Reclamation to meet the 427,000 acre-feet rental target. Therefore, Reclamation worked with the Idaho Department of Water Resources (IDWR) under Memorandum of Agreement No. 1425-02-MA-10-3460 to have certain water right holders idle land and place their water rights in the State Water Supply Bank, thereby increasing water flow downstream to Lower Granite Dam. Rules governing the Idaho State Water Supply Bank, IDAPA 37.02.03, provide that rentals shall be approved only for use in Idaho unless there is compliance with the provisions of Idaho Code § 42-401(3). In order to avoid the complexities of Reclamation seeking approval for out-of-state use, the water was rented by the Idaho Power Company and used for hydropower generation in Idaho with the result that additional water flowed to Lower Granite Dam for flow augmentation.

- D. WHEREAS, Similar to 2002, it is expected that insufficient storage water will be available this year for rental by Reclamation. Therefore, Reclamation has initiated a similar pilot Snake River Leasing Program (Program), although this year it was advertised to the public and a request for proposals was sent to eligible water right holders. Under this Program, water right holders will forego irrigation of land and place their water right into the Idaho State Water Supply Bank. As a practical way of ensuring that Reclamation receives additional water, over and above the water flows that would otherwise be available, a qualification was added requiring that the land to which the water right is appurtenant was either irrigated last year or was in Reclamation's 2002 program explained in Recital C above. Again, it is intended for Idaho Power to rent the water from the State Water Supply Bank.
- E. The Lessor submitted a proposal for participation in the Program. The proposal shows that the Lessor has a right to use water for irrigation purposes and absent this Program was intending to irrigate with the water proposed for the Program. Therefore, placing the Lessor's water in the Water Bank during 2003 will result in additional water in the Snake River at Lower Granite Dam, Oregon. This additional water will be counted towards Reclamation's obligation to provide 427,000 acre-feet of water at Lower Granite Dam.

AGREEMENT

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, the parties agree as follows:

I. Land Accepted into the Program

- A. The total number of acres accepted into the Program is 1791.7 acres. The land, hereinafter referred to as the Land, accepted into the Program is identified as "LL" on the map(s) included in Attachment A. This is the maximum number of acres eligible for payment under this Agreement. Reclamation recognizes the following conditions may exist: 1) additional acres may have been proposed in the Lessor's application, 2) the Lessor may have a right to irrigate additional acres, 3) the Lessor may intend to irrigate additional acres in 2003 and is willing to idle those acres, and 4) the Lessor may submit an application to the State Water Supply Bank to lease water rights appurtenant to acres other than the acres identified in this Agreement. Notwithstanding any of the conditions stated above or any other conditions, under this "willing seller, willing buyer" Agreement, the number of acres covered by the Agreement is limited to the number and location stated in this section I.A. of the Agreement.
- B. If it is determined after the execution of this Agreement that certain acres are not eligible for the Program because of a mistake, error, or misrepresentation in the Lessor's application, the land covered under this Program will be reduced accordingly.

- C. The Land may not be irrigated from any source, regardless of whether there is another valid water right appurtenant to the Land. Water authorized to be diverted under water rights, or portions of water rights, leased to the Water Supply Bank may not be applied to lands that are not identified in this Agreement. The Lessor may not water the Land for any reason; for example, testing equipment, irrigating a cover crop, or dust abatement.
- D. IDWR intends to monitor the Lessor's idled lands. The monitoring will include field visits, and the collection and analysis of satellite data and related pump and flow measurements collected at IDWR's discretion. The Lessor agrees to allow the collection of data and access for field visits.

II. Water Rights Appurtenant to the Leased Land

- A. The Lessor agrees that this Agreement shall be submitted to the Idaho State Water Supply Bank as an application to lease water to the bank, and that the Lessor is offering the water rights described in Attachment A to the bank by signing this Agreement. The Lessor agrees that any additional information or requirement IDWR may require to process or accept the application shall be furnished promptly to IDWR, including but not limited to, the submission of a separate application form if required. Failure to comply and IDWR requirements is cause for termination of this agreement.
- B. All rentals of the Lessor's water rights out of the water bank shall be subject to Reclamation's approval.

III. Payment

- A. By signing this Agreement the Lessor offers to the Idaho State Water Supply Bank the water rights described above for a total lease price of \$ ~~248,765~~ . This amount is based on \$ 150⁰⁰ per acre of land idled. The Lessor understands that the amount the Lessor will receive from the Idaho State Water Supply Bank is 90% of the total lease price. Ten percent will be retained by IDWR for administrative costs of operating the Water Supply Bank, pursuant to the Water Supply Bank Rules.
- B. Payment as shown in section III.A above is based upon a dollar amount per acre of land idled, regardless of the diversion rate or maximum diversion volume allowed under the water right, the historical diversion rate or consumptive use under the water right, or the diversion rate or diversion volume approved for lease by IDWR.
- C. Pursuant to the Water Supply Bank Rules, IDAPA 37.02.03, after the water rights are leased, payment is to be made by the Water Supply Bank to the Lessor. Lessor agrees to accept the following intended plan for payment by IDWR: one

half of the estimated payment will be made on or about July 1, 2003, and the remainder will be paid after the irrigation season ends and final verification of program compliance is complete. Reclamation will enter into a separate contract with IDWR to make payment to the Water Supply Bank for this purpose.

IV. **Term, Termination of Agreement and Remedies**

- A. The Agreement shall become effective on the date of the last signature hereto and shall extend through December 31, 2003.
- B. At Reclamation's discretion, this Agreement may be terminated upon:
 - (1) Failure of the Lessor to abide by the terms and conditions of this Agreement;
 - (2) Refusal of the Lessor to allow Reclamation or IDWR access to the Land to monitor compliance with the Agreement.
 - (3) Application of water by the Lessor to the Land during the period of this Agreement, except in emergency situations where the application of water is required for public safety reasons.
 - (4) Discovery of fraudulent information submitted in the Lessor's Application.
- C. If this Agreement is terminated for any other reason prior to its ending date, the Lessor shall reimburse Reclamation for a prorated portion of the amount stated in Section III.A of this Agreement, as determined by Reclamation.

V. **Miscellaneous**

- A. The Landowner or Lessor is responsible for all taxes, assessments, soil conservation measures such as weed and erosion control and other obligations related to any of the Land covered by this Agreement.
- B. The Landowner will indemnify and hold harmless Reclamation from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death, or property damage of any nature caused by the Landowner or any person, firm or corporation acting on the Landowner's behalf related to or arising out this Agreement.
- C. **Water Right Ownership**

This Agreement shall not be used as evidence of ownership of water rights in the Snake River Basin Adjudication.

D. Officials Not to Benefit

No member of or delegate to Congress or the Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

E. Covenant Against Contingent Fees

The Lessor warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees and bona fide commercial agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, Reclamation shall have the right to revoke this Agreement without liability or in its discretion to require the Lessor to pay the full amount of such commission, percentage, brokerage, or contingency fee to the United States.

Signatures

Print name: South Elmore Irrig. Co., Inc

Mailing address: P.O. Box 396
Idaho Falls, Id. 83407

Phone: 590-1065

Signed: [Signature]

Title: President

Date: 3-24-03

Print name: Terry L Kutterling for South Elmore Irrigation

Mailing address: Same as above

Phone: _____

Signed: [Signature] Sec. Treas

Title: Sec

Date: 3/24/03

Print name: James C. Hilliard

Mailing address: P.O. Box 711
MT Home Idaho 83647

Phone: 208 587-9131

Signed: James C. Hilliard by John M. Clark

Title: member

Date: 3-24-03

Print name: Squaw Creek Farms LLC, Sidney Wing

Mailing address: PO Box 1207 Mtn Home, Idaho 83647

Phone: 587-5311

Signed: Sidney Wing

Title: Member

Date: 3/24/03

For the Bureau of Reclamation

Signature: J. William McDonald
Regional Director, Pacific Northwest Region

Date: April 16, 2003

Water Right Numbers for lands in 2003 Snake River Pilot Leasing Program.

02-2345, 02-2367, 02-2269

Legal Description of Lands Approved for 2003 Snake River Pilot Leasing Program.

TWN	RGE	SEC	NE				NW				SW				SE			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
5S	6E	1									39.7	39.8	40	39.9				
		11	40															
		12			19.95	19.95	39.9	39.9	39.9	40	40	40	37.8	37.5	40	40	37.2	36.8
		13					33.2	38	40	40	40	40	40	40				
		15			37	35									32.4	32.3	32.5	32.3
		16	40	40	40	40												
		22	31.1	32.4	32.1	30.9									29.7	29.3	31.1	31.1
		24					37	39	38	19		30						

Applicant initials *AS* Applicant initials *AK* Applicant initials *JWC* Applicant initials *SW*



Prepared by: M. Wicks
Idaho Department of Water Resources
1361 North Orchard Street
Boise, ID 83706
(208) 227-7900

Water right boundaries identify the quarter quarters within the licensed or permitted place of use, but do not represent the number of acres authorized.

-  **ELIGIBLE**
 **INELIGIBLE**
 **QUESTIONABLE**
 **Township/Range Lines**
 **Section Lines**
 **Quarter/Quarter Lines**
 **Permit 2-2345**
 **Water Right 2-2367**
 **Water Right 2-2269**

Imagery: July 26, 2002

Sought to have Dring. Doc. by

Applicant Signature

Date _____

USBOR Signature

Date _____

South Elmore Irrigation, Inc.

**2003 Snake River Pilot Leasing Program
Rental of Water from the Water Supply Bank**

Prepared: March 6, 2003

PROPOSAL FOR THE SNAKE RIVER PILOT LEASING PROGRAM

Applicant Information

JAN 24 2003

1. Name(s): South Elmore Irrigation, Inc

2. Mailing Address: P.O. Box 396
Mountain Home, Id. 83647
3. Daytime Phone Number: 590-1065 Jack, 580-5464 Chris - Bkpr.
4. Fax: 587-3460
5. E-mail Address: CALZOLA@earthlink.net
6. Do you own all of the land you propose for the program?
☒ yes ☐ no
7. If not, do you lease the land you do not own? ☐ yes ☐ no
 - a) If yes, attach documentation showing that you have a valid lease for the land.
 - b) Name and address of the land owner:

 - c) Do you have the landowner's permission to lease the water into the Idaho State Water Bank? ☐ yes ☐ no
 - d) If yes, attach documentation showing permission.
8. Proposed price per acre: \$ 150.00 per acre. Note that you will only receive 90% of that rate.

Information about the water right

9. Water Right Number: A02-02367, A02-02345, A02-02269

- permit
 X license
 decree

12. Have you made a claim for the water right in the Snake River Basin Adjudication (SRBA)?

13. Priority date: 02367 - Mar. 22, 65, 02345 - Jan. 21, 65, 02269 Feb. 19, 64.
02367 = 32690

13. Priority date: 02367-11 Mar. 22, 03, 02367-11 Mar. 22, 03

14. Number of acres authorized for irrigation under this water right: 6,114 acres

02367 = 326 acrs
02345 = 160 acrs
02269 = 5628 acrs
6114 acrs

irrigation season? Xyes ___no

3,014.3 acres

17. Were any of the proposed lands leased to the Idaho State Water Bank under Memorandum of Agreement #1425-02-MA-10-3460 between IDWR and Reclamation? X yes ___ no

irrigation season if your application is accepted into the Program? 2635 acres

irrigation season if your application is accepted into the Program? 2635 acres
 * slurged over may change due to water application for transfer : Fee conversation with
 19. Do you propose to enter only a portion of the water right into the Program? Cynthia & Ruth dated
1-23-02.

X yes no

yes, please list the water rights: _____

X_no

21. Number of acres you are proposing for the Program: 888.5 acres

~~X~~ yes no

23. Have you attached an acceptable map with the acres identified (see application instructions for types that are acceptable) with proposed lands and fields identified? yes
24. Have you enclosed the attached grid? (See #24 on the application instructions for an explanation of what must be identified.) X yes
25. Have you attached documentation of use during the year 2002? (See application instructions.) X yes *Refer to Satellite Imagery Map dated 7-26-02.*
26. Do you plan on a cover crop on the land? X yes no

By signing below, you certify that the information included in this proposal is accurate and true to the best of your knowledge.

NOTE: To support your proposal, you may be asked to provide additional information. We will notify the applicant shown above if additional information is necessary.

Squaw Creek Farms LLC SEI Co. Inc.
 Sidney Wing Member Date: *1/23/03*
 Applicant's Signature

Sidney Wing
 Printed Name *President*
[Signature] *South Elm Inc.* Date: *1-24/03*
 Applicant's Signature

Jack Post
 Printed Name

[Signature] *Secretary*
South Elm Inc. Date: *1/24/03*
 Applicant's Signature

Terry L Ketterling
 Printed Name

 Applicant's Signature Date: _____

 Printed Name

Squaw Creek Farms

Legend: 55, 6E

150.5 acres NE $\frac{1}{4}$ of Sec 16 - IRRIGATED 2002

122. acres SE $\frac{1}{4}$ of Sec 15 - IRRIGATED 2002

122 acres NE $\frac{1}{4}$ of Sec 22 - E $\frac{1}{2}$ dry 2002

Entered:
Memo of Agreement
1425-02-MA-10-3460
W $\frac{1}{2}$ IRRIGATED 2002

122 acres SE $\frac{1}{4}$ of Sec 22 - Dry 2002

Entered
Memo of Agreement
1425-02-MA-10-3460

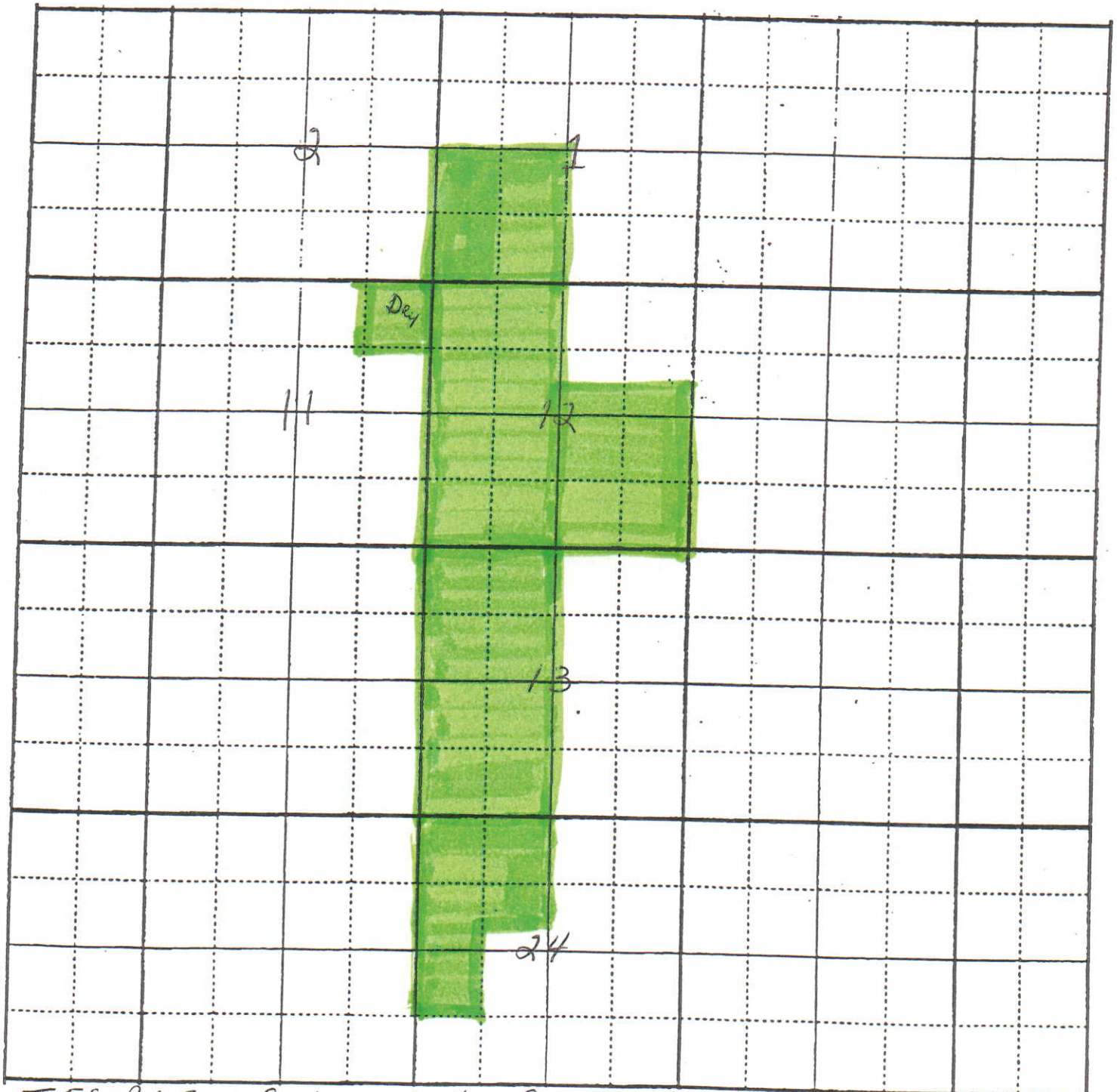
Attached Grid: Yellow Irrigated 2002
Orange Dry 2002

72 acres S $\frac{1}{2}$ of NE $\frac{1}{4}$ Sec 15 - IRRIGATED 2002

Legal Description Grid

Jack Post

Document the legal description for each proposed field clearly depicting the land by section, township, range, and quarter-quarter. Indicate any proposed fields that were not irrigated last year by placing the word "dry" in each corresponding quarter-quarter.



T5S, R6E = Section 1: SW¹/₄, Section 11: SE¹/₄ SE¹/₄, Section 12: W¹/₂ and the S¹/₂ of the NE¹/₄ and the SE¹/₄, Section 13: W¹/₂, Section 24: NW¹/₄ and the NW¹/₄ of the SW¹/₄.
 SCALE: 2 inches equal 1 mile. Draw plan in ink.
 Section 11 was dry last year

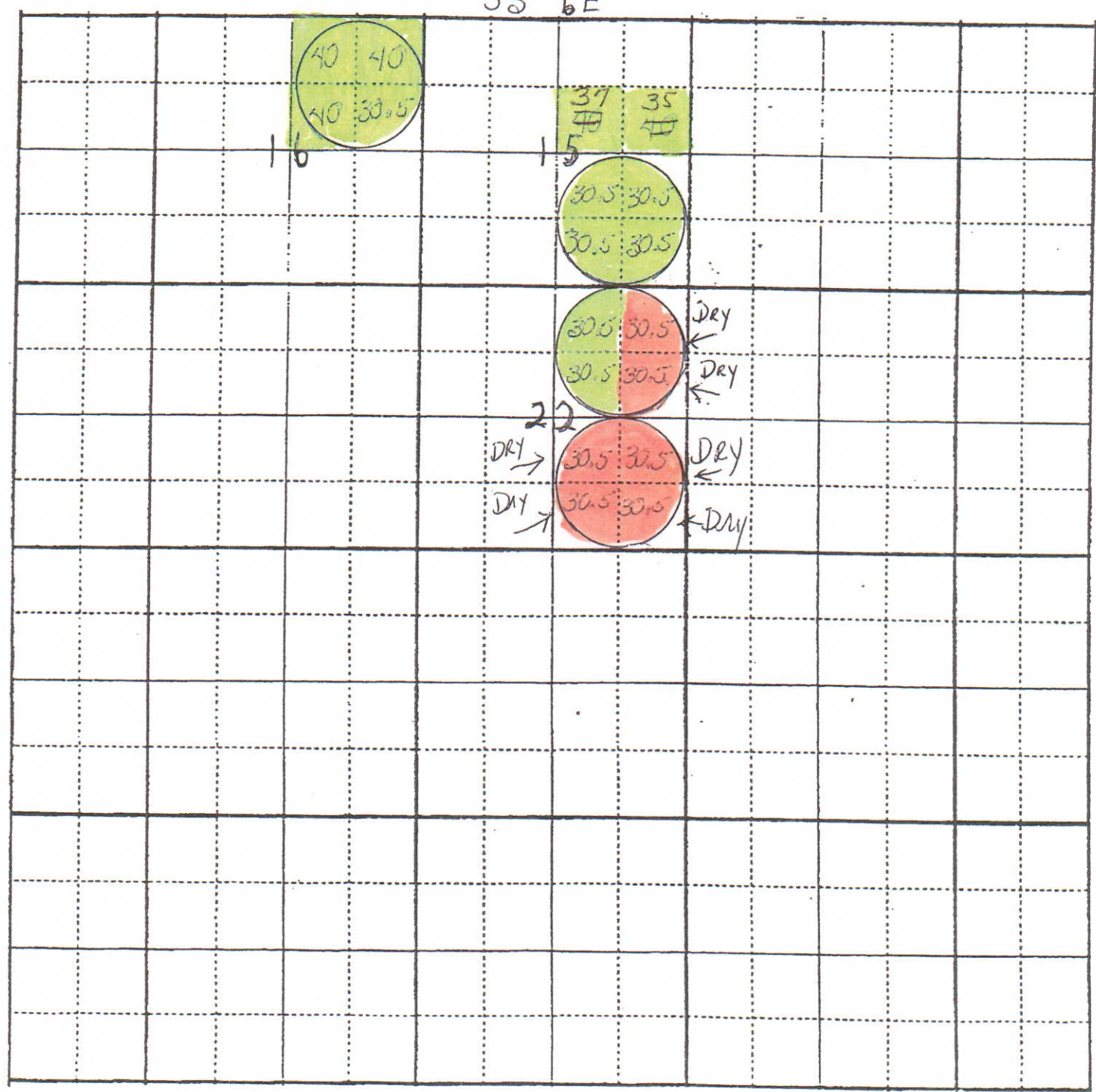
Squaw Creek Farms

Legal Description Grid

Refer To attached legend:

Document the legal description for each proposed field clearly depicting the land by section, township, range, and quarter-quarter. Indicate any proposed fields that were not irrigated last year by placing the word "dry" in each corresponding quarter-quarter.

5S 6E



Legal Description Grid

Hillside Farm

Document the legal description for each proposed field clearly depicting the land by section, township, range, and quarter-quarter. Indicate any proposed fields that were not irrigated last year by placing the word “dry” in each corresponding quarter-quarter.

T5S, R6E
Sec. 23

ALL
DEEP

23

T5S, R6E Sec. 23 = S $\frac{1}{2}$ of the NW $\frac{1}{4}$, and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$,
and the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.
SCALE: 2 inches equal 1 mile. Draw plan in ink. ALL Day in 2002

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-02269
Date Received: 12/05/1989
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SOUTH ELMORE IRRIGATION CO. 208-587-9881
Address: P.O. BOX 396
MOUNTAIN HOME, ID 83647

2. Date of Priority: FEB 19, 1964

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	07E	28		NE	SW	2	ELMORE

5. Description of diverting works:
PUMP, PIPELINE AND SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	87.110		

7. Total Quantity Appropriated is:
87.110 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 19698.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NA

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	06E	1	NW	NE	2	IRR	39.0
			SW	NE		IRR	40.0
			SE	NE		IRR	39.0

A02-02269

Page 1

Date: 12/05/89

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05S	06E	1	NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
			NE		SE		IRR	39.0
			NW		SE		IRR	40.0
			SW		SE		IRR	40.0
			SE		SE		IRR	39.0

Section Acres 436.0

3	NE	NE	1	IRR	40.0
	NW	NE	2	IRR	40.0
	SW	NE		IRR	40.0
	SE	NE		IRR	40.0
	NE	SW		IRR	40.0
	NW	SW		IRR	40.0
	SW	SW		IRR	40.0
	SE	SW		IRR	40.0
	NE	SE		IRR	40.0
	NW	SE		IRR	40.0
	SW	SE		IRR	40.0
	SE	SE		IRR	40.0

Section Acres 480.0

10	NE	NE		IRR	36.0
	NW	NE		IRR	39.0
	SW	NE		IRR	40.0
	SE	NE		IRR	38.0
	NE	NW		IRR	40.0
	NW	NW		IRR	40.0
	SW	NW		IRR	40.0
	SE	NW		IRR	40.0
	NE	SW		IRR	40.0
	NW	SW		IRR	40.0
	SW	SW		IRR	39.0
	SE	SW		IRR	39.0
	NE	SE		IRR	38.0
	NW	SE		IRR	40.0
	SW	SE		IRR	39.0
	SE	SE		IRR	38.0

Section Acres 626.0

11	NE	NE		IRR	39.0
----	----	----	--	-----	------

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05S	06E	11	SW		NE		IRR	39.0
			SE		NE		IRR	40.0
			SW		SW		IRR	40.0
			NE		SE		IRR	39.0
			NW		SE		IRR	40.0
			SW		SE		IRR	39.0
			SE		SE		IRR	39.0

Section Acres 315.0

12	NE	NE	IRR	39.0
	NW	NE	IRR	40.0
	SW	NE	IRR	40.0
	SE	NE	IRR	39.0
	NE	NW	IRR	40.0
	NW	NW	IRR	40.0
	SW	NW	IRR	40.0
	SE	NW	IRR	40.0
	NE	SW	IRR	40.0
	NW	SW	IRR	40.0
	SW	SW	IRR	39.0
	SE	SW	IRR	39.0
	NE	SE	IRR	39.0
	NW	SE	IRR	40.0
	SW	SE	IRR	39.0
	SE	SE	IRR	39.0

Section Acres 633.0

13	NE	NE	IRR	40.0
	NW	NE	IRR	40.0
	SW	NE	IRR	40.0
	SE	NE	IRR	39.0
	NE	NW	IRR	39.0
	NW	NW	IRR	39.0
	SW	NW	IRR	40.0
	SE	NW	IRR	40.0
	NE	SW	IRR	40.0
	NW	SW	IRR	40.0
	SW	SW	IRR	40.0
	SE	SW	IRR	40.0
	NE	SE	IRR	38.0
	NW	SE	IRR	40.0
	SW	SE	IRR	36.0
	SE	SE	IRR	40.0

Section Acres 631.0

10. Place of Use: Continued

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
05S	06E	14	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	31.0-
			NW	NW		IRR	40.0-
			SW	NW		IRR	40.0 -
			SE	NW		IRR	40.0✓
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				631.0
		15	SW	NE		IRR	40.0
			SE	NE		IRR	39.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				239.0
		16	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	SW		IRR	20.0
			NW	SW		IRR	17.0
			NE	SE		IRR	10.0
			NW	SE		IRR	14.0
			Section Acres				221.0
		22	NE	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				160.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05S	06E	23	NE		NE		IRR	40.0
			NW		NE		IRR	40.0
			SW		NE		IRR	27.0
			SE		NE		IRR	40.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
			NE		SE		IRR	31.0
			NW		SE		IRR	13.0
							Section Acres	351.0
		24	NE		NE		IRR	37.0
			SE		NE		IRR	16.0
			NE		NW		IRR	40.0
			NW		NW		IRR	39.0
			SW		NW		IRR	40.0
			SE		NW		IRR	20.0
			NW		SW		IRR	35.0
							Section Acres	227.0
	07E	17	NE		SW		IRR	40.0
			NW		SW		IRR	36.0
			NW		SE		IRR	39.0
							Section Acres	115.0
		18	NE		SE		IRR	3.0
							Section Acres	3.0
		20	SW		SW		IRR	21.0
			SE		SW		IRR	40.0
			NE		SE		IRR	38.0
			NW		SE		IRR	39.0
			SW		SE		IRR	40.0
							Section Acres	178.0
		21	NE		NE		IRR	38.0
			NW		NE		IRR	39.0
			SW		NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05S	07E	21	SE		NE		IRR	34.0
			NE		SW		IRR	40.0
			NW		SW		IRR	35.0
							Section Acres	226.0
		22	NE		NW		IRR	38.0
			NW		NW		IRR	39.0
			SW		NW		IRR	40.0
			SE		NW		IRR	39.0
							Section Acres	156.0
							Total Acres	5628.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of
_____, that I have signed the foregoing
_____,
Organization document in the space below as _____ of
_____,
Title and that the statements contained in the
_____,
Organization foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-02345
Date Received: 12/05/1989
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SOUTH ELMORE IRRIGATION CO. 208-587-9881
Address: P.O. BOX 396
MOUNTAIN HOME, ID 83647

2. Date of Priority: JAN 21, 1965

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	07E	28	NE	SW		2	ELMORE

5. Description of diverting works:
PUMP, PIPELINE & CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.200		

7. Total Quantity Appropriated is:
3.200 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 560.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NA

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	06E	22	NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			NW	SE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	06E	22	SW	SE		IRR	40.0

Section Acres 160.0

Total Acres 160.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of
_____, that I have signed the foregoing
_____,
Organization document in the space below as _____ of
_____,
Title and that the statements contained in the
_____,
Organization foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-02367
Date Received: 12/05/1989
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SOUTH ELMORE IRRIGATION CO. 208-587-9881
Address: P.O. BOX 396
MOUNTAIN HOME, ID 83647

2. Date of Priority: MAR 22, 1965

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	07E	28		NE	SW	2	ELMORE

5. Description of diverting works:
PUMP, PIPELINE, AND SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	6.520		

7. Total Quantity Appropriated is:
6.520 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 1141.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NA

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	06E	11	SE	SW		IRR	6.0
Section Acres							6.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05S	06E	16	NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
							Section Acres	160.0
		23	NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			SW		SW		IRR	40.0✓
			SE		SW		IRR	40.0✓
							Section Acres	160.0
							Total Acres	326.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

THIS RT WHEN COMBINED WITH RT 02-2269 SHALL NOT EXCEED 87.11 CFS.

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of
_____, that I have signed the foregoing
_____, that I have signed the foregoing
document in the space below as _____ of
_____, and that the statements contained in the
foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

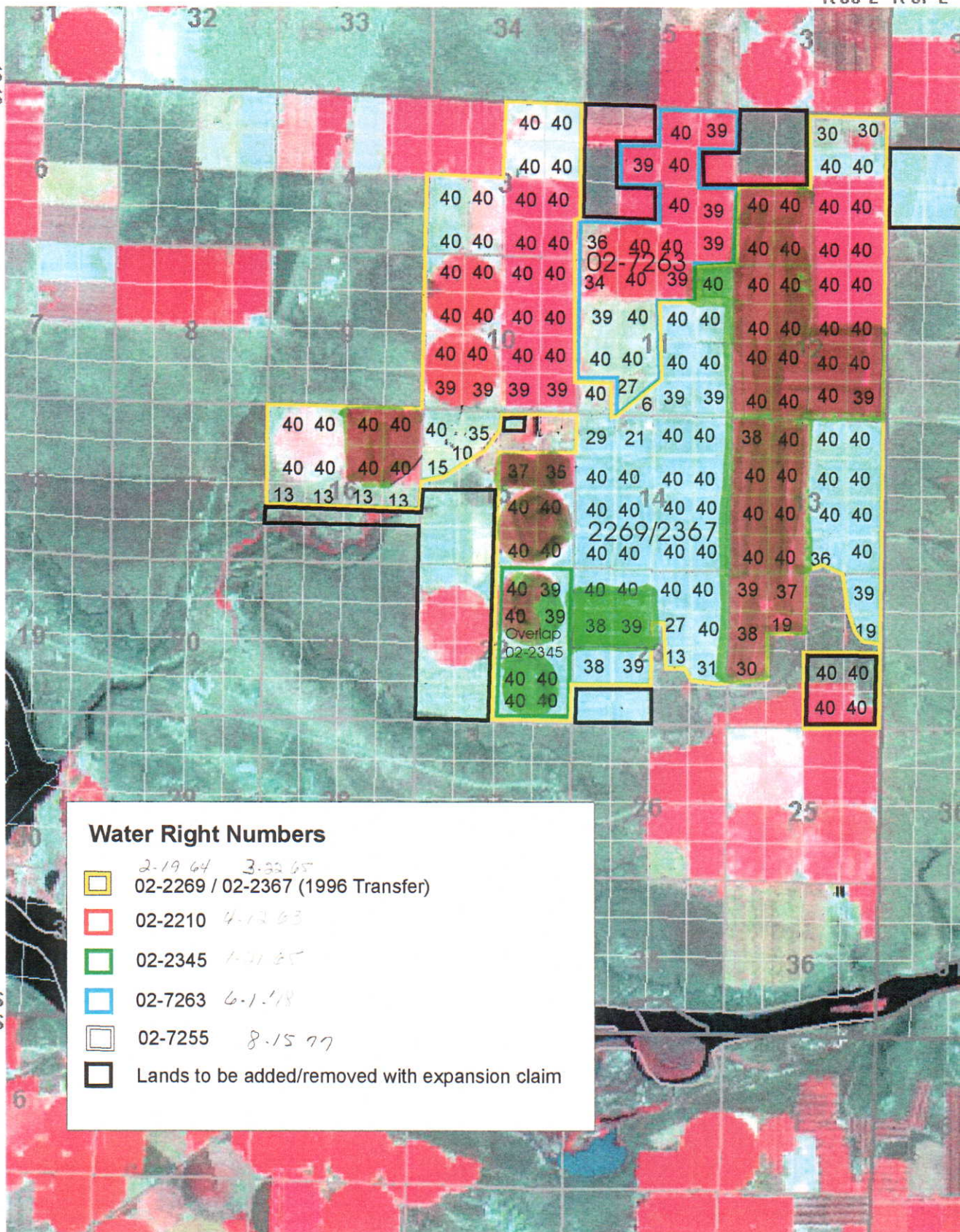
Seal

Residing at _____

My Commission Expires _____

T04 S
T05 S

T05 S
T06 S



Water Right Numbers

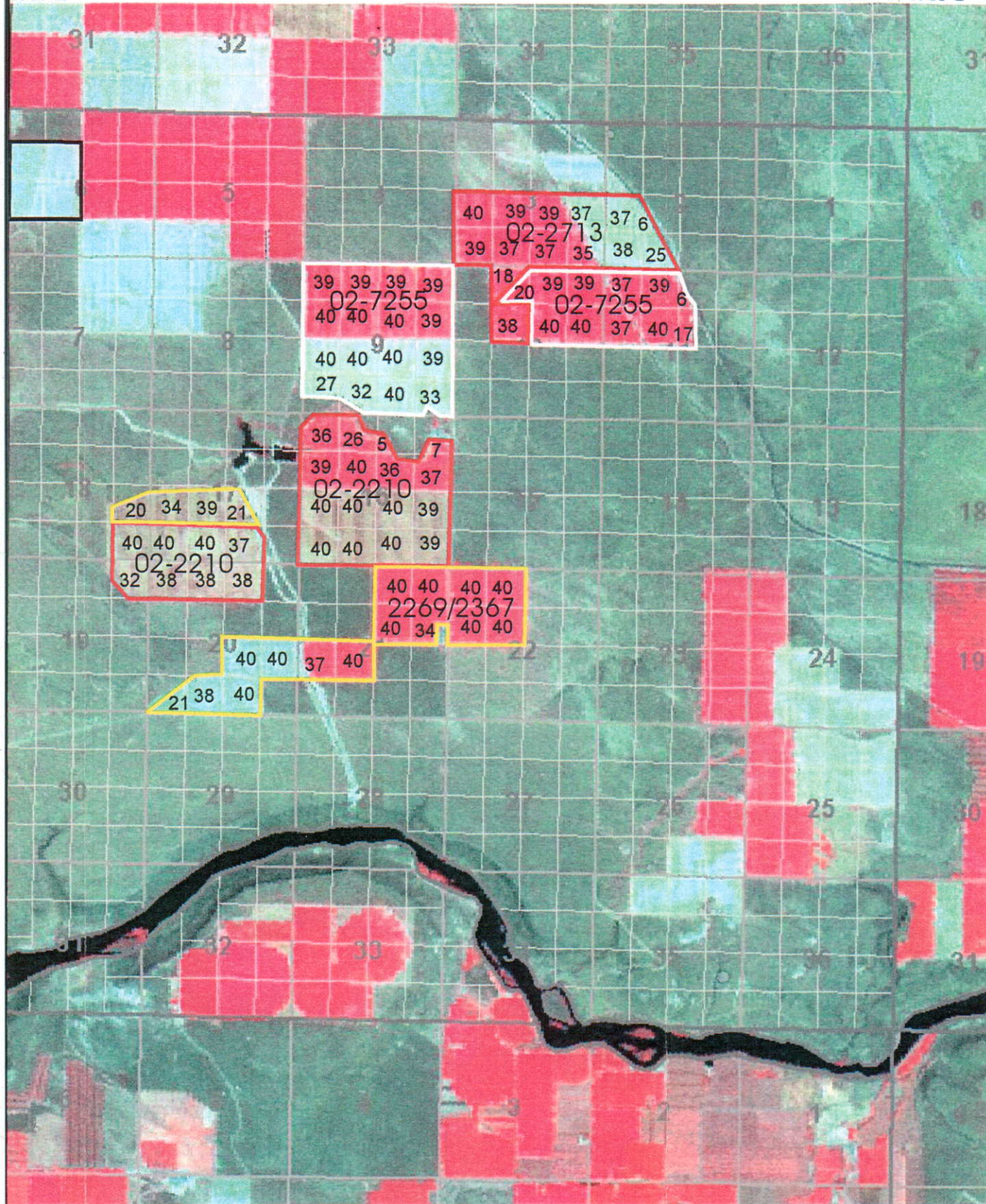
- 2-19-64 3-22-65
02-2269 / 02-2367 (1996 Transfer)
- 02-2210 4-12-63
- 02-2345 1-21-65
- 02-7263 6-1-18
- 02-7255 8-15-77
- Lands to be added/removed with expansion claim

 = Question #23, also for program.

South Elmore Irr

R 07 E

R 08 E



1 0 1 2 Miles

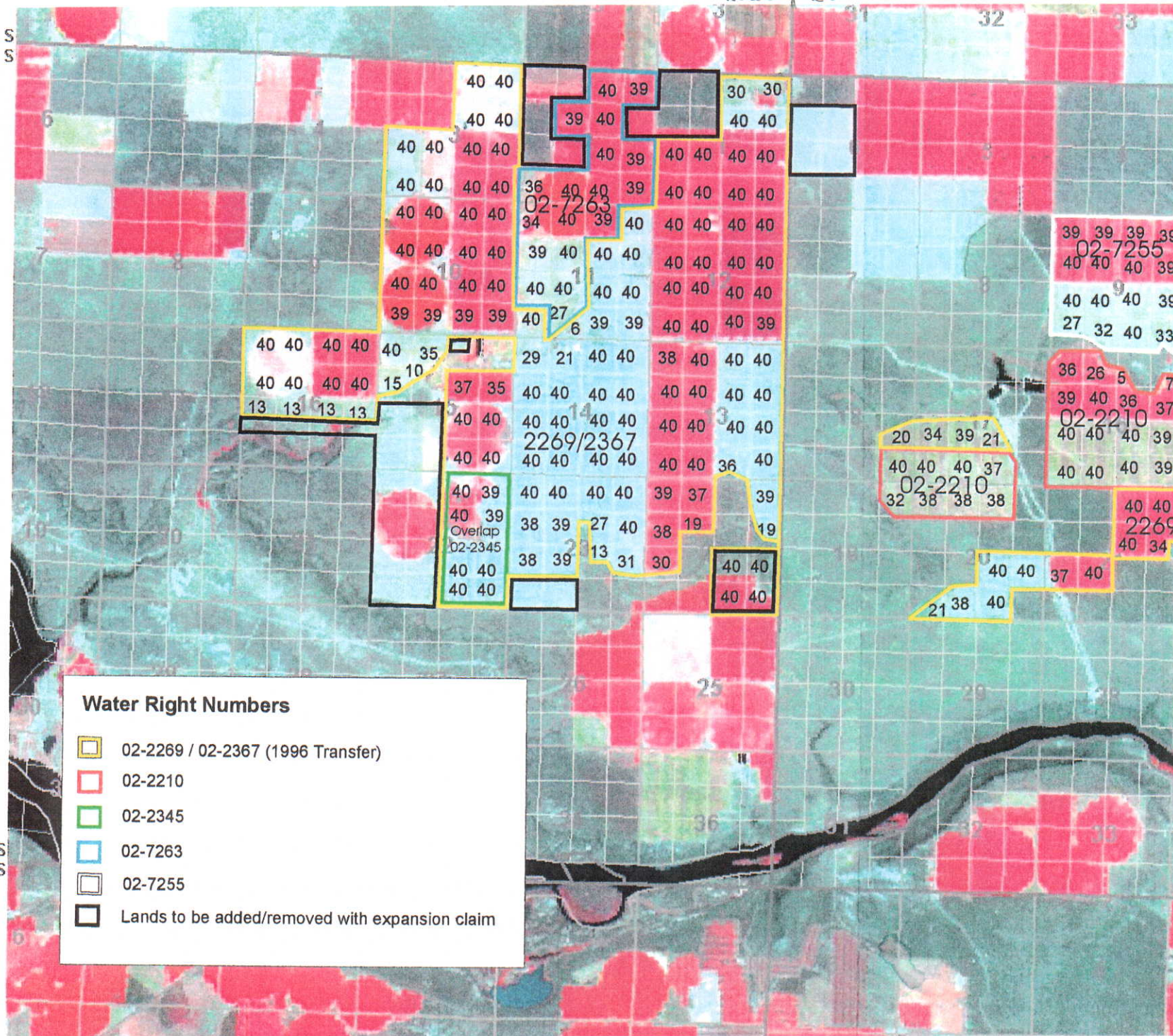
the Irrigation Company

agery collected: July 26, 2002

DRAFT

T 04 S
T 05 S

Role | Role



Question #25
Satellite
Imagery
map.
dated
7-26-02

T 05 S
T 06 S