

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO
CONSENT ORDER AND AGREEMENT

In the matter of Notice of Violation and Cease and Desist Order dated July 31, 2003, issued to Carl Jorgensen, pursuant to Section 42-1701B, Idaho Code.

Findings of Fact

- 1) Carl Jorgensen and Jorgensen Farms (Jorgensen) is the owner of property situated in the E1/2 and SW1/4 of Section 31, T9S, R40E, and the N1/2 of Section 6, T10S, R40E. It has been documented by the Idaho Department of Water Resources (Department) that Jorgensen had irrigated up to 250 acres of land in these tracts using several center pivots during 2003 from a ground water well located in the NWNW of Section 32, T9S, R40E.
- 2) There are no ground water rights of record authorizing irrigation within the E1/2 and SW1/4 of Section 31, T9S, R40E, and the N1/2 of Section 6, T10S, R40E. Right no. 13-7161 is the authorized right for the well in the NWNW of Section 32, T9S, R40E that was used to irrigate the lands referenced in item 1 above. Right no. 13-7161 is owned by Jorgensen but is limited to irrigation of 230 acres in Sections 29 and 32, T9S, R40E. The well in the NWNW Section 32, T9S, R40E was used in 2003 to irrigate the land authorized under water right 13-7161 as well as the additional lands in Section 31, T9S, R40E and Section 6, T10S, R40E.
- 3) Jorgensen filed a temporary change application pursuant to Section 42-222A, Idaho Code, with the Department on August 5, 2003 that proposed moving portions of different water rights not being used in 2003 to the lands in Section 31, T9S, R40E and Section 6, T10S, R40E. The Department approved the temporary change application on August 6, 2003.

The Department held a compliance conference with Jorgensen on August 5, 2003. It is hereby ordered and agreed that:

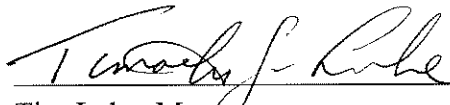
Terms of Agreement

- 1) Jorgensen agrees to let the watermaster of Water District 13-T install a lock on the valve on the mainline that connects the well in the NWNW of Section 32, T9S, R40E to the canal pumping plant system located west of Hegstrom Road in Section 31, T9S, R40E. The lock will be installed on the mainline valve located near the well. The lock shall remain on the valve at all times and Jorgensen agrees to contact the watermaster to unlock the valve only when Jorgensen has authorization from the

Department to divert ground water from the well to the pumping plant and irrigation system located west of Hegstrom Road in Section 31, T9S, R40E. Jorgensen also agrees to contact the watermaster to unlock the valve if necessary when canal water is diverted to the mainline from the canal pumping plant west of Hegstrom Road for irrigation of land located east of Hegstrom Road.

- 2) The watermaster and/or the Department will contact Jorgensen immediately at any time the watermaster or the Department has questions or concerns regarding use of the well in Section 32, T9S, R40E, or any other wells or diversions owned or operated by Jorgensen.
- 3) Payment of an agreed civil penalty in the amount of \$3,000 is payable to the Idaho Department of Water Resources within ten (10) days of the execution of this agreement, for the violation identified in the Notice of Violation dated July 31, 2003.
- 4) The Department suspends payment of \$72,000 of the originally proposed civil penalty. This penalty or any portion may be re-imposed for Jorgensen's failure to fully comply with this agreement, including continuing unauthorized irrigation within the E1/2 and SW1/4 of Section 31, T9S, R40E, and the N1/2 of Section 6, T10S, R40E, prior to the acquisition of valid water rights.
- 5) This agreement does not limit the Department or the Watermaster of Water District 13-T to seek future compliance or regulation of said water use for other issues not directly related to the unauthorized uses that occurred this year.

Dated this 15th day of September, 2003.




Tim Luke, Manager
Water Distribution Section
Idaho Department of Water Resources

CONSENT

Respondent Jorgensen acknowledges, in general, the facts set forth during the conference and accepts fully the terms and conditions of this Order. These terms shall become effective upon execution by the parties. Respondent waives any right to contest this Order and consents to the issue hereof.

Signed this 1 day of September, 2003.



Carl Jorgensen
Jorgensen Farms