

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 488

RECEIVED
JAN 27 2021
DEPARTMENT OF
WATER RESOURCES

This is to certify that:

DALE HOOLEY
26796 INDIAN COVE LN
HAMMETT, ID 83627-5016

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 No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
2-10450	2/25/1963	SNAKE RIVER	2.04	306	102	0.02	3.0
Rental Totals			2.04	306	102	0.02	3.0

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2025. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2021, whichever occurs last.

Annual Rental Fee:

2021 - 2022: \$6,120.00 annually
2023 - 2025: \$7,038.00 annually

The full fee for the rental of the above-described right(s) is \$6,120.00 per year for years 2021 - 2022 and \$7038.00 per year for years 2023 - 2025. The rental fee includes an administrative fee of \$612.00 per year for years 2021 - 2022 and \$703.80 per year for years 2023 - 2025.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 488

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:



Signature of Renter

01/25/2021

Date

Dale Hooley

Printed Name

Owner

Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied 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 condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By 
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

01/29/21

Date

Rental approved by IDWR 

01/29/21

Date

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 488

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER SWNW Sec. 34, Twp 05S, Rge 07E, OWYHEE County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
2.04 CFS

VOLUME
306 AF

SEASON OF USE

Water Right No. **From** **To**
2-10450 4/1 10/31

RENTERS PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	07E	32			26	26					2.0				2.0	4.0	2.6	6.0	68.6
05S	07E	33								1.1	3.5	6.4	4.4	18					33.4

Total Acres: 102

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
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. 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.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. 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.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. The following rights are diverted through point(s) of diversion described above: 2-10433, 2-10434, 2-10449 and 2-10450.
10. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 488

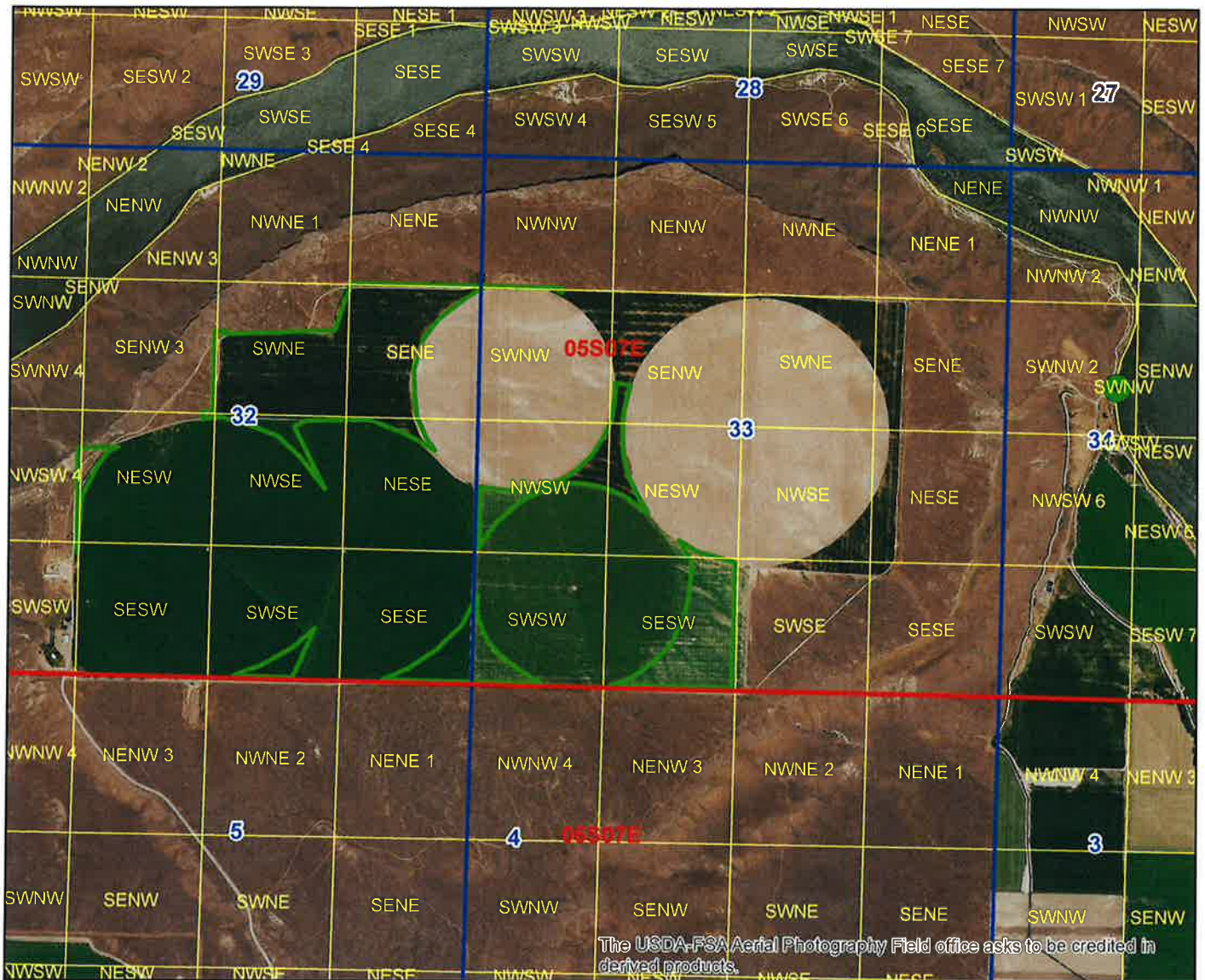
11. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 2.
12. This rental when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre for the lands above.
13. This right does not grant any right-of-way or easement across the land of another.
14. Prior to diversion and use of water under this approval, the right holder shall obtain authorization necessary to access the point of diversion, or place of use, or to convey water across federal lands.



Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 488

Effective until December 31, 2025

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



- Authorized Rental Point of Diversion
- Authorized Rental Place of Use
- Township/Range
- Sections
- QQ



0 0.2 0.4 0.8 Miles

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

DEC 18 2020

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK

Applicant Name: Dale Hooley

Is this application being submitted with a lease application as a lease/rental package?

Yes ☐ No ☒

If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

Yes

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

- | | | |
|----|-------------------------------------|--|
| 2 | ☒ | A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request |
| 3A | ☐ | ☒ Detailed information on a proposed use of rental water |
| 3F | ☐ | ☒ Authorization from the owner/operator of the rental point(s) of diversion |
| 3H | ☒ | ☐ Water modeling to account for the impacts of the rental request |
| 3J | ☒ | ☐ Documents justifying a rate of flow greater than 0.02 cfs/acre |
| 3K | ☒ | ☐ Authorization from the owner/operator of the property at the proposed rental place(s) of use |
| 4B | ☒ | ☐ Explanation of how the rental water will sufficiently accomplish your rental purposes |
| 4C | ☒ | ☐ Explanation of consumptive use amounts for water rights experiencing a change in nature of use |

Department Use Only – Proposed Water Right(s)

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Dale Hooley

Mailing Address 26796 Indian Cove Lane Hammett ID 83627-5016
Street City State Zip Code

Email Address hooleydd@gmail.com Phone Number 208-366-2510

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐
 If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative Lori Graves Professional Title Sr. Water Rights Specialist

Organization SPF Water Engineering Relationship to Applicant Consultant

Mailing Address 300 E. Mallard Dr., Ste. 350, Boise, ID 83706

Email Address lgraves@spfwater.com Phone Number 208-383-4140

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

- A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:
 See Attachment 3A

- B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
2.04 CFS	*306 AF	2.04 CFS	*306 AF	102 AC

* Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

- C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
3/1/2021	4/1/2021	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☒ Process application as soon as possible	☐ Return application to applicant

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.

*Since water will be pumped and piped to the property, applicants only need 3 afa/ac at the field headgate, rather than the standard 4 afa/ac.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):
Existing pump station, pipe, pressurized irrigation system

- E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
T5S R7E S34 SWNW	Snake River	2-7039
(pump station)		

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

- F. Has documented consent from all relevant water delivery entities been obtained? Yes ☒ N/A ☐
If yes, include documented consent as **Attachment 3F**.

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes ☐ No ☒
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

- H. Has water modeling been provided with your rental request? Yes ☐ N/A ☒
If yes, label modeling Attachment 3 H.
Rental applications that require modeling will be returned if modeling is not provided.

- I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

- ☒ Irrigation 102 (number of acres) Duration: Subject to IDWR standard seasons of use
☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
☐ Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

- J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A ☐ Yes ☐ No ☒
If yes, justify the rate of flow and attach any supporting documents as **Attachment 3J**. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

- K. Do you own the land at the proposed rental place of use (POU)? Yes ☒ No ☐
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:

None

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☐ No ☒

If yes, specify below the elements of the water rights you are requesting to rent. If no, continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via [IDWR's website](#).

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.** For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL			
						CFS	AF	AC

**Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.*

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

Since the water will be pumped and piped to the property, applicants only need 3 afa/ac at the field headgate rather than the standard 4 afa/ac.

C. Does your rental request propose to change the nature of use for any water right(s) being rented?

Yes ☐ No ☒

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C**:

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☒ No ☐
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☒ No ☐
If yes, describe:

Applicant has unsuccessfully pursued the purchase of existing Snake River water rights from neighboring farms.

Applicant continues to pursue permanent water supplies and will file a transfer application when successful.

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☒
If yes, describe the date and location of the NOV.

- D. Additional Information
See Attachment 3A

DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.


Signature of Applicant

Dale Hooley
Printed Name of Applicant

12/10/2020
Date

Signature of Representative

Printed Name of Representative

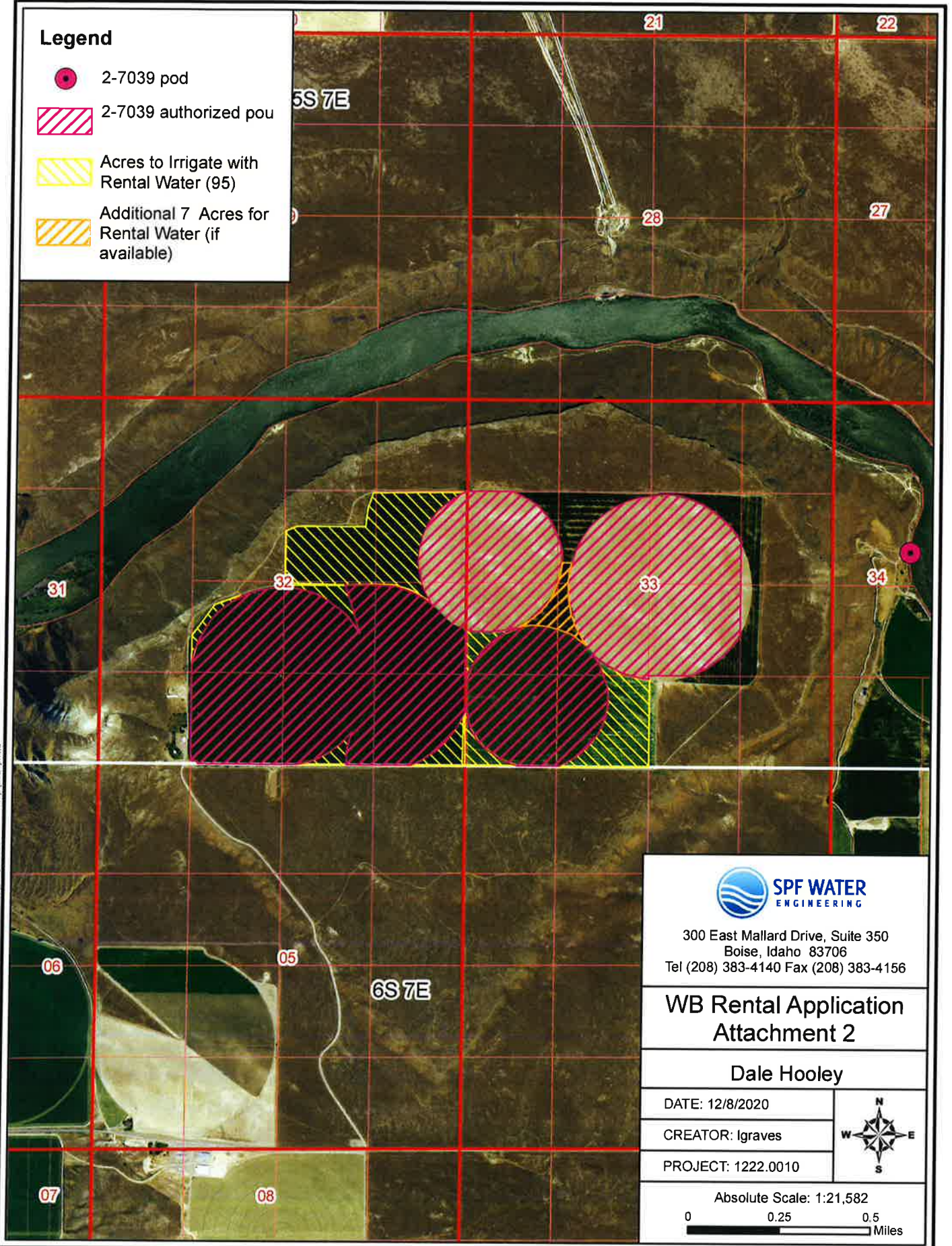
Date

Mail to:

Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Legend

-  2-7039 pod
-  2-7039 authorized pou
-  Acres to Irrigate with Rental Water (95)
-  Additional 7 Acres for Rental Water (if available)



300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

WB Rental Application Attachment 2

Dale Hooley

DATE: 12/8/2020

CREATOR: Igraves

PROJECT: 1222.0010



Absolute Scale: 1:21,582

0 0.25 0.5
Miles

ATTACHMENT 3A

Rental water for 95 acres of the 102 proposed acres were granted rental water from water rights 2-10450 and 2-7287 for the 2019-2020 irrigation seasons under Rental Agreement No. 310. Applicant would like to rent an additional 7 acres to cover the area between the three pivots shown in Attachment 2. This is where a solar station is located. Irrigation of this area during hot summer temperatures may increase the efficiency of the solar panels. If additional water is not available for this area, applicant will settle for 95 acres as reflected on Rental Agreement No. 310.

Note, while seeking a permanent water right(s) solution, Snake River water senior to the Murphy Gauge minimum stream flow rights that allows early season diversion (3/1 or 3/15) without subordinating conditions is preferred, however applicant will make due with what's available.



IDAHO POWER COMPANY
P.O. BOX 70
BOISE, IDAHO 83707

LES HOGG
Real Estate Specialist
phone: (208) 388-2693, fax: (208) 388-6927
e-mail: lhogg@idahopower.com

February 15, 2007

Mr. Dale Hooley
26796 Indian Cove Ln.
Hammett, Idaho 83627

Dear Dale:

Enclosed is your copy of Special Use Permit No. 2055-S-006, which has been signed by Idaho Power. We have also received your check # 1789, in the amount of \$6,200.00 for the permit payment. I have notified Mike Austin at BLM that we have granted the permit to you.

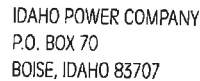
If you have any questions, please give me a call at (208) 388-2693.

Sincerely,



Les Hogg

enclosures



LICENSED PROJECTS

SPECIAL USE PERMIT

No. 2055-S- 006

1

and conditions of this Permit, shall be perpetual, commencing February 9, 2007.

2. In the event the lands or waters under this Permit are subsequently no longer subject to the regulatory requirements of the Federal Energy Regulatory Commission (FERC), or its successors, then an annual fee based on market value may be charged. All payments shall be paid without demand to Idaho Power Company, Land Management Services Department, P. O. Box 70, Boise, Idaho 83707.

3. This Permit may be revoked by IPC with or without cause at any time provided that written notice be given Permittee at least thirty (30) days prior to such revocation, in which event a prorated portion of any advance fees paid by Permittee shall be refunded by IPC. Such written notice shall be mailed by registered or certified mail, return receipt requested, to the last known address of Permittee. If such revocation is made to comply with IPC's license issued by FERC for the Project, or made in the interest of public health, public safety, or environmental protection, revocation is effective upon mailing of written notice to Permittee. IPC's right to revoke this Permit extends to any and all extensions, renewals or options to extend or renew this Permit.

4. In the event the Permittee fails to continue to use the land for the purpose set forth above, this Permit automatically terminates.

Upon revocation or termination of this Permit, Permittee shall, within 180 days, remove at Permittee's expense all structures and other improvements, except those owned by IPC, unless otherwise agreed upon by Permittee and IPC in writing. Permittee shall leave Project lands and waters in a condition at least as good as its condition prior to the execution of this Permit. If Permittee fails to remove all such structures or improvements within 180 days, they shall become the property of IPC, but that will not relieve Permittee of liability for the cost of their removal and restoration of the site.

5. This Permit may be assigned or transferred only with the express written consent of IPC. Any assignee or transferee shall be subject to and bound by all of the terms, conditions and limitations of this Permit.

6. This Permit, and the uses and occupancies granted herein are subject at all times to the terms and conditions of IPC's license issued by FERC for the Project.

7. Permittee's use of Project lands and waters shall not endanger health, create a nuisance, or otherwise be incompatible with overall public recreational use of the Project.

8. Permittee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of any structures or facilities on the Project lands and waters will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

9. This Permit is subject to the right of FERC, IPC, and/or their successors and assigns, to take reasonable remedial action to correct any violation of the terms and conditions of this Permit or of IPC's license issued by FERC for the Project, for the protection and enhancement of the Project's scenic, recreational and other environmental values.

10. Permittee understands that IPC is under no obligation to maintain Project water levels. Permittee shall have no claim against IPC for losses of any nature due to fluctuation in Project water levels, nor will Permittee have any claims whatsoever against IPC for damages or injury to any persons or property resulting from any fluctuation in Project water

levels.

11. Permittee shall comply with all federal, state, county and municipal laws, ordinances, and regulations now or as may be in effect from time to time, which are applicable to the area, use or operation covered by this Permit. Permittee shall, at his expense, bring the area, use, and operation covered by this Permit into compliance with any such laws, ordinances or regulations.

Permittee shall obtain at his own expense all permissions, such as building permits, and zoning clearances required by federal, state, county and municipal laws, ordinances, and regulations prior to beginning construction of improvements on the Premises.

12. Permittee shall allow multiple use on, and reasonable public access to, Project lands and waters.

13. Permittee shall, at its own expense, procure and maintain, during the entire term of this Permit, the following types of insurance:

General Liability Insurance with limits not less than \$1,000,000.00 each occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

Automobile Bodily Injury and Property Damage Liability Insurance covering all owned, non-owned, or hired vehicles used in connection with the Premises, with limits of not less than \$500,000 each occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

An endorsement shall be issued naming IPC as an additional insured.

Prior to the Permittee's use of the Premises, Permittee shall provide IPC with a Certificate of Insurance evidencing the required coverage. This Certificate shall be delivered to IPC at: Idaho Power Company, Land Management Services Department, P.O. Box 70, Boise, Idaho 83707 by February 9, 2007.

14. Permittee shall protect, defend, indemnify, and hold harmless IPC, its officers, directors, and employees against and from any and all losses, liability, suits, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney's fees, growing out of injury to or death of Permittee's employees, agents, or guests, or any other person or persons, including without limitation, foreseeable trespassers, or out of loss, destruction or damage to property, or out of the treatment, storage, release, cleanup, or disposal of hazardous or toxic substances, materials or wastes upon IPC or adjacent property (whether or not permitted by IPC) arising in any way in connection with, or relating to the occupancy or use of Project lands or waters under this Permit by Permittee, its agents, employees, or guests, providing such injury to persons or damage to property is not due to the sole and active negligence of IPC.

15. Permittee shall not treat, store, release or dispose of any hazardous or toxic substances, materials or wastes upon Project lands or waters or adjacent IPC land. As used herein, the terms "hazardous or toxic substances, materials or wastes" shall mean any substance which is toxic, ignitable, explosive, reactive or corrosive or otherwise defined as "hazardous," "toxic" or a similar classification by any local, state or federal law or regulation, including but not limited to, substances regulated by or under the Federal Water Pollution Control Act (33 U.S.C. §1321, et. seq.), the Federal Clean Air Act (42 U.S.C. §7401, et. seq.), the Federal

Resource Conservation and Recovery Act (42 U.S.C. §6901, et. seq.), the Idaho Environmental and Health Protection Act (I. C. §39-101, et. seq.), the Oregon Revised Statutes Chapters 465 and 466, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et. seq.), the Toxic Substance Control Act (15 U.S.C. §2601, et. seq.), or under the Solid Waste Disposal Act (42 U.S.C. §6991, et. seq.), petroleum or its derivatives and products, asbestos, or polychlorinated biphenyls (PCBs).

16. Permittee shall do everything reasonably within its power and shall require its employees, contractors, and the employees of its contractors to do everything reasonably within their power, to prevent damage to property and suppress fires on or near the lands to be used or occupied under this Permit.

17. Permittee shall, at all times, be solely responsible for the safety and maintenance of any and all facilities, structures, and other improvements permitted herein and shall maintain such facilities, structures, and other improvements to the highest standards of repair, safety, orderliness, neatness, and sanitation.

18. Development plans; layout plans; construction, reconstruction; or alterations of improvements; or revisions of layout or construction plans for the area covered by this Permit must be approved in advance and in writing by IPC.

All buildings must be painted a natural, earth-tone color that blends with the natural environment.

19. Permittee shall exercise diligence in maintaining in a good and presentable manner and in protecting from damage and waste the lands, waters and other property covered by and used in connection with this Permit, including but not limited to, not allowing an accumulation of unused equipment or materials or growth of noxious weeds on such lands, waters or other property. Permittee shall pay IPC for any damage or costs to IPC resulting from negligence or from the violation of the terms or conditions of this Permit or of any law or regulation applicable to federally licensed hydroelectric projects by Permittee, or by any agents or employees of Permittee acting within the scope of their agency or employment.

20. Permittee absolves IPC from liability for loss or damage to Permittee by reason of IPC's entry onto the Premises, except for such loss or damage caused by IPC's sole negligence.

21. The following stipulations, for the protection of cultural resources in the immediate area, shall apply to this Permit.

- a) All construction related activities, including vehicle access, must be restricted to the 30 foot-wide permit area.
- b) The contractor(s) engaged by the Permittee to complete the construction of the pipeline and pump facility need to be informed that the area has potential for cultural resources to be present, and must agree to abide by the stipulations associated with the special use permit and agreed to by the Permittee to prevent damage to cultural resources.
- c) The Permittee must agree to notify the IPC Cultural Resource Manager of the proposed construction schedule no less than 7 business days prior to the commencement of construction in order to allow for sensitive cultural areas to be marked and flagged for avoidance, by IPC cultural resource staff.

d) Construction related activity at the north end of the permit area (in the area adjacent to the river), must be restricted to the previously disturbed area east of the low berm forming the edge of a pre-existing drainage ditch located on the west edge of the proposed pipeline alignment. No construction related activities including, but not limited to: vehicle access, pipe storage and staging, fill storage, etc., is to take place in the area west of the berm marking the edge of the previously disturbed area.

e) The Permittee must agree to backfill and re-contour the pipeline route to approximate the original land contour, and to reseed with appropriate native species all areas of soil disturbance in order to prevent invasive weeds from becoming established in the areas disturbed by the construction.

f) In the event that cultural materials (i.e.: stone tools, lithic debris (debitage), pottery, human skeletal remains, buried archaeological features of any type [firepits, hearths, anthropogenic soils, ash or soil stains], or other prehistoric or historic artifacts), are encountered during construction, all activity must cease immediately in the area of the discovery and the IPC Cultural Resource Manager should be notified. Work cannot resume in the area of the discovery until clearance is received in writing from the IPC Cultural Resource Manager.

g) IPC cultural resources staff will need to flag an exclusion zone in the area where the permit area is located prior to any ground disturbing activities taking place on IPC land.

h) The Permittee will ensure that all construction equipment, laydown activities and other earth disturbing activities will be restricted to the existing road and disturbed areas, and stay out of the flagged exclusion zone.

22. IPC requires the following stipulations regarding land management activities in the permit area:

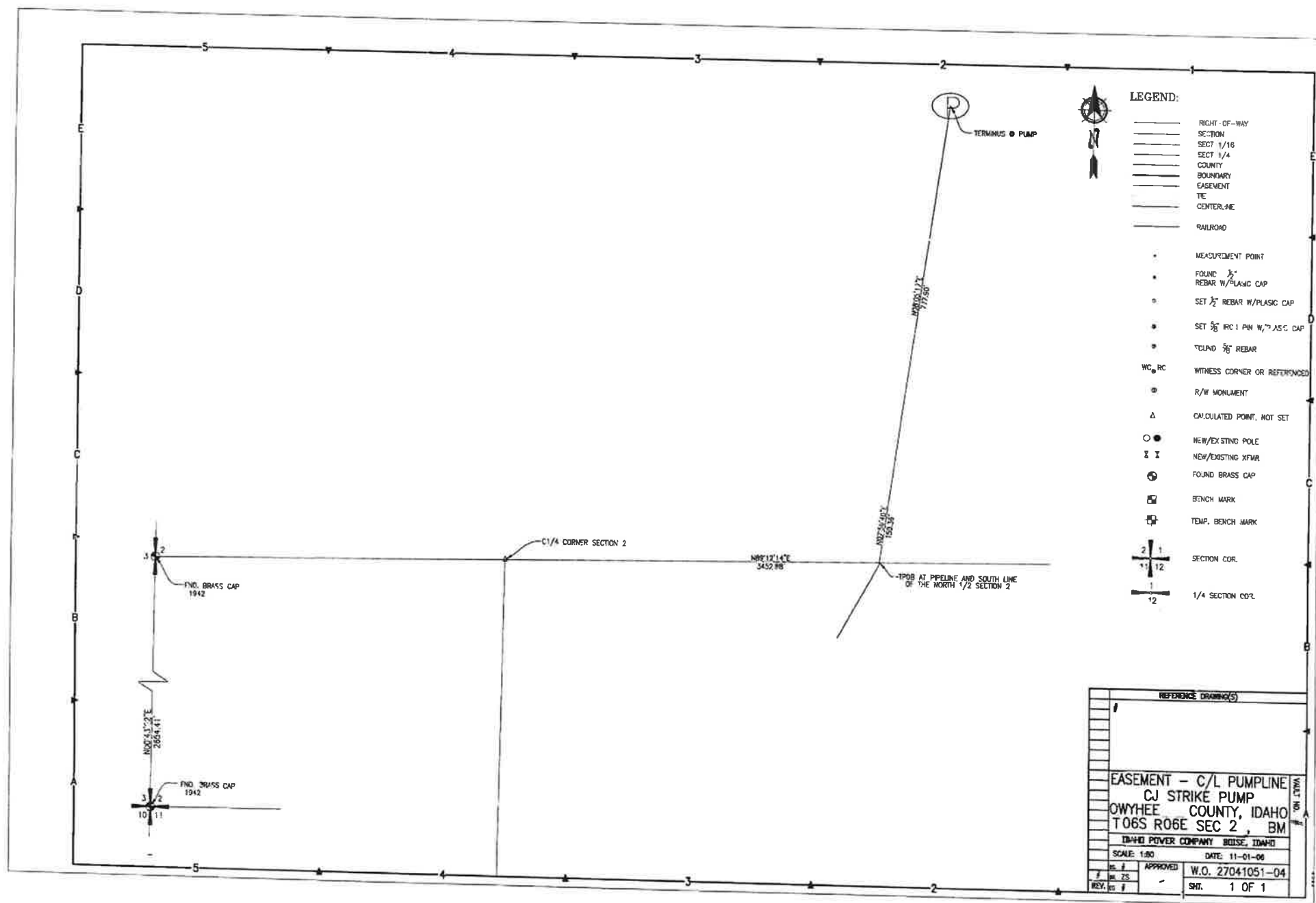
a) IPC requires noxious weed control within the area covered by this permit. IPC is willing to incorporate noxious weed control activities within the area covered by this permit as part of annual weed control activities within the C. J. Strike WMA. However, Permittee will be required to reimburse the company for the time and materials used in controlling weeds resulting from Permittee's use of project lands and water.

b) IPC requires revegetation of the disturbed area. IPC expects that desirable plant species will become established within the disturbed area without the need for active revegetation. To facilitate revegetation, material excavated for the pipe trench shall be stockpiled and used to backfill the trench. Excess material shall be broadcast in the area in a manner that creates minimal disturbance. However, if active revegetation is necessary, IPC will develop and implement a revegetation plan. Permittee will be required to reimburse the company for the time and materials used for revegetation.

c) No excavation shall take place until IPC has informed the Permittee that IPC has removed and relocated snails from the site to be excavated.

By Margaret I. Johnson
Margaret I. Johnson
Leader, Land Management

By Dale Hooley
Mr. Dale Hooley, PERMITTEE





United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Boise District Office

3948 Development Avenue

Boise, Idaho 83705

<http://www.id.blm.gov/offices/boise>



In Reply Refer To:

IDI-35112

2800

APR 5 2007

CERTIFIED MAIL #7004 1160 0004 1581 0990

RETURN RECEIPT REQUESTED

DECISION

Dale Hooley

26796 Indian Cover Lane

Hammett ID 83627

:

:

Right-of-Way Grant IDI-35112

Right-of-Way Grant IDI-35112 Issued

Rental Determined

Enclosed is a signed copy of your right-of-way (ROW) grant, serial number IDI-35112, which authorizes the use of public lands for a road.

The advance rental for the ROW is determined to be \$286.35 for the term of the grant. BLM has received your advance rental.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

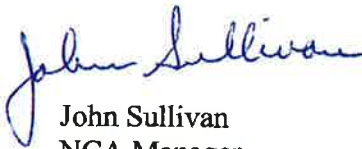
If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 43 CFR 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please contact Mike Truden, Resource Management Supervisor, at (208) 384-3450 or me at (208) 384-3338.


John Sullivan
NCA Manager

Enclosures
Right-of-Way Grant IDI-35112
BLM Form 1842-1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER IDI-35112

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Dale Hooley
26796 Indian Cove Lane
Hammett ID 83627

receives a right to construct, operate, maintain, and terminate a buried irrigation water pipeline on public lands described as follows:

Boise Meridian, Idaho

T. 6 S., R. 6 E., section 2: E $\frac{1}{2}$ SW, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

(as shown on the attached Exhibit A)

- b. The right-of-way or permit area granted herein is 30 feet wide, 2,904 feet long, respectively, and contains 2.0 acres, more or less.
- c. This instrument shall terminate on December 31, 2026, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. At the discretion of the authorized officer this instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 182 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibits A and B dated March 6, 2007, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.


(Signature of Holder)

(Title)

4-3-07
(Date)


(Signature of Authorized Officer)

NCA Manager

(Title)

4-5-07
(Effective Date of Grant)

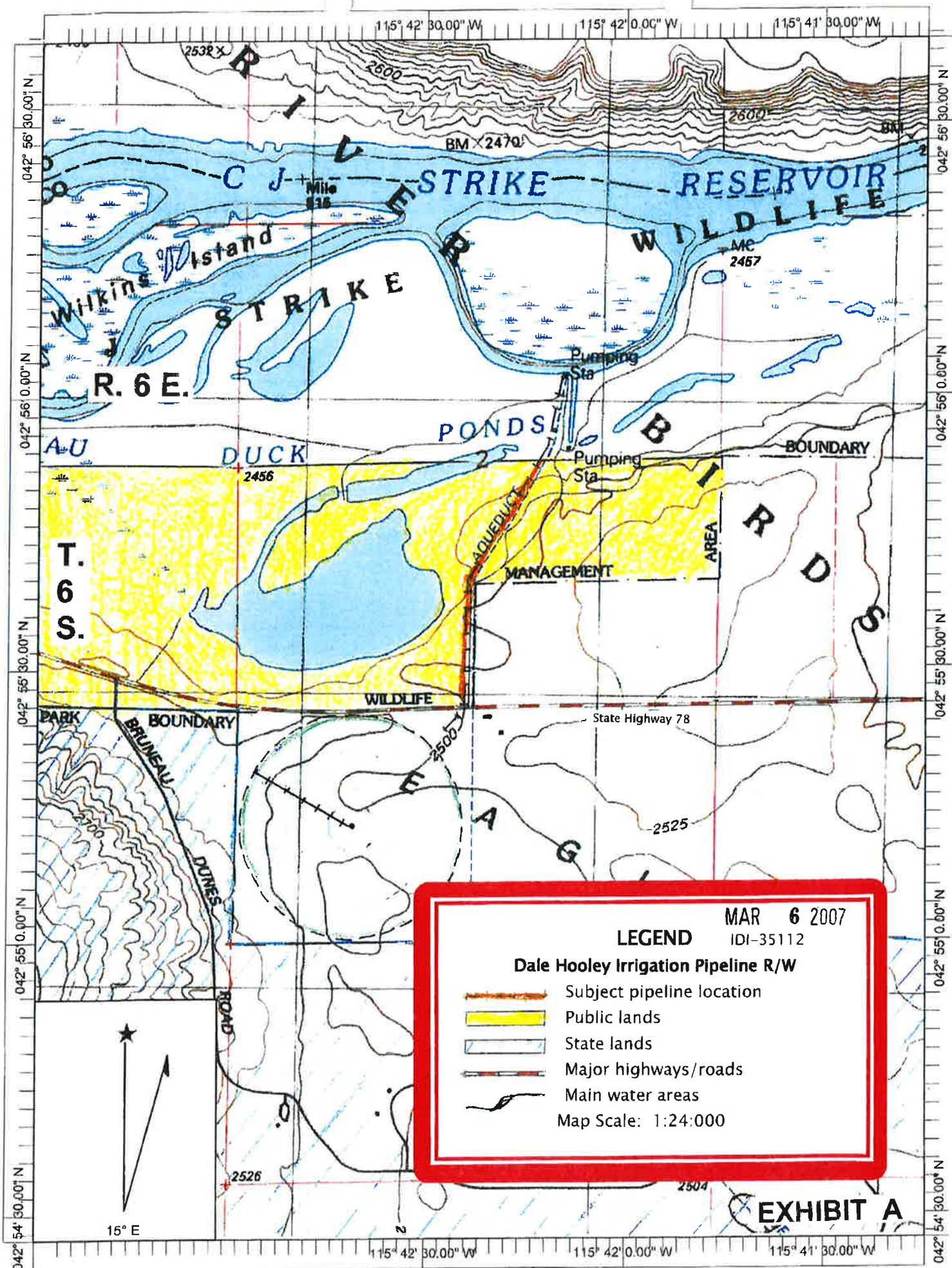


EXHIBIT B

IDI-35112

Page 1 of 3

MAR 6 2007

SPECIAL STIPULATIONS

Dale Hooley Water Pipeline

Right-of-Way IDI-35112

1. The Holder's use herein is subject to all valid existing rights and shall not excuse the Holder from obtaining any additional approvals lawfully required by other Federal, state and local agencies.
2. There is reserved to the Secretary of Interior, or his lawful delegate, the right or grant additional easements or use for compatible uses on, over, under or adjacent to the land involved in this right-of-way. A non-exclusive use is being authorized with this grant.
3. The Holder shall conduct all construction, operation and use activities in a manner that will avoid or minimize degradation of air, land and water quality. Toxic or hazardous materials shall not be released polluting either air, land or water resources in violation of any environmental laws, rules or regulations. All construction work and subsequent use shall be consistent with applicable Federal, state and local laws and regulations relating to safety, water quality, and public health.
4. Holder shall rehabilitate all disturbed areas by first smoothing to the original contour and then broadcast seed and harrow a 10 lbs/ac. seed mixture approved by the authorized officer. The seed mixture required for all rehabilitation shall consist of Hycrest crested wheatgrass (7 lbs./ac.) and Sandburg bluegrass (3 lbs/ac.). This seeding shall be completed in the fall, in the year construction or soil disturbing activities occur, between October 15th and November 30th. If the seeding is unsuccessful, additional plantings will be required until, in the judgment of the authorized officer, the planting has been established.
5. The Holder shall not use heavy equipment for construction or maintenance purposes during times of excessive precipitation, or during spring thaw. Heavy equipment will be used only when soil is firm enough to support the equipment without leaving ruts of a depth of not to exceed 4 inches.
6. All construction, maintenance, or use activities shall be confined to the minimum area necessary and shall not exceed the right-of-way area granted herein. The exterior boundaries of the right-of-way shall be clearly flagged **prior** to any surface disturbing activity when construction or maintenance occurs.
7. During all excavation operations on the pipeline excavated material shall be placed to one side of the trench to keep to a minimum the disturbance of vegetation and soils along the pipelines alignment.
8. The Holder shall do everything reasonably within its power and shall require its employees, agents, assignees, and contractors to do everything reasonable within their power, both

EXHIBIT B

IDI-35112

Page 2 of 3

MAR 6 2007

independently and upon request of the authorized officer to prevent and suppress fires on or near the lands to be occupied or on other nearby public lands that is adjacent to lands currently owned by the Holder. No public lands shall be used as a firebreak to suppress the spread of wildfires.

9. All waste caused by the Holder, his agents, or assigns shall be promptly removed and disposed of in an authorized disposal area. The term "waste" as used herein means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, petroleum products, ashes, rocks, vegetation, vehicles and equipment. Failure to comply with this requirement may be cause for trespass action to ensue to rectify and corrects such indiscretions.

10. Title to water associated with this grant shall continue to be legally authorized by the Idaho State Department of Water Resources (IDWR). Failure of the Holder to remain in compliance with IDWR requirements regarding the use of water to the satisfaction of the Bureau of Land Management Authorized Officer will result in the automatic termination of this grant, in accordance with 43 CFR §2803.4(a). No rights to the public lands accrue due to their description as the place of use, place of crossing, or point of diversion in conjunction with a water right, beyond those described specifically by this grant or beyond the term of this grant.

11. A copy of a water right, water permit, or decree from the Idaho Department of Water Resources (IDWR) for water associated with this grant must be kept current and a copy provided to the authorized officer within 30 days of any changes made by IDWR. Failing to provide such showing shall be cause for the right-of-way termination.

12. The Holder shall comply with the applicable Federal and state laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/ operations under this grant. The permittee shall obtain from the authorized officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be use; the pest, insect, fungus, etc., to be controlled; the method of application; the location of or storage and disposal of containers; and other information that the authorized officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year. If need for emergency use of pesticides is identified, the use must be approved by the authorized officer. The use of substances on or near the permit shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be stored on public lands authorized for use under this grant.

13. Any cultural and/or paleontological resource (fossil(s) or historic or prehistoric site or object) discovered by the Holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate values. The Holder will be responsible for the cost of evaluation and any

decision as to proper mitigation measures will be made by the authorized officer after consulting with the Holder.

14. The Holder is responsible for the control of noxious weeds that results or would result from the construction or maintenance of their right-of-way. Before construction or maintenance equipment moving onto the right-of-way area, the equipment shall be cleaned off using power or high-pressure cleaning to remove all mud, dirt and plant materials. During the term of the grant, whenever known noxious weeds are observed along the right-of-way, the Holder shall spray such weeds with an herbicide approved by the county weed authorities. The spraying shall be done during recommended periods, using the prescribed type and quantities of spray recommended by the chemical manufacturer. The Holder shall follow the prescribed application methods required by state and local authorities. Applicators shall be licensed for that particular chemical being applied.

15. The Holder shall submit to the BLM, no later than 14 days after application, a completed "BLM-LSRD Pesticide Application Record Form" that can be obtained from the authorized officer. Applicator(s) shall hold a current applicator's license.

16. The Holder shall be responsible for assuring that his employees/agents are aware of and abide by the terms of this permit and the special conditions on which it is authorized for pipeline use.

17. The Holder shall notify the authorized officer of any change in name or address or any change in ownership of the private lands being served by this grant within 30 days of such event. The purpose of such notification shall be to file with the authorized officer an application for assignment of this grant and/or to keep him informed of the official contact with the Holder of interest and private land ownership.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

February 2, 2021

DALE HOOLEY
26796 INDIAN COVE LN
HAMMETT, ID 83627-5016

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-10450, AGREEMENT 488**

Dear Renter:

Please find enclosed a receipt in the amount of **\$6,120.00** and a copy of a fully executed Water Supply Bank Rental Agreement of 306.0 acre-feet of water for irrigation of 102.0 acres. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$5,508.00 of the rental fee will be paid to the lessor(s) and 10% or \$612.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at bank@idwr.idaho.gov or (208) 287-4800.

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosures: Receipt No. C109857
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Region Regional Office
Lori Graves – SPF Water Engineering



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 21, 2021

DALE HOOLEY
26796 INDIAN COVE LN
HAMMETT, ID 83627-5016

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-10450 AGREEMENT 488

TIME SENSITIVE RESPONSE REQUIRED

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have 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 \$6,120.00 was calculated based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 306 acre-feet.

Please send a check for \$6,120.00 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, 90% or \$5,508.00 of the rental fee will be paid to the lessor(s) and 10% or \$612.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at bank@idwr.idaho.gov or (208) 287-4800.

Sincerely,

Amanda Johnson-Veibell

for

Water Supply Bank

Enclosure

c: IDWR Front Desk
Lori Graves – SPF Water Engineering

MEMORANDUM FOR AGREEMENT #310

To: Water Right(s) 2-10450
From: Adalgleish
Date: 1/13/2021
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: The Department received this application from Dale Hooley to rent water for irrigation use on December 18, 2020. The application did not specify any water rights to rent but requested the need for 2.04 cfs, 306 acre-feet and 102 acres for a 5 year term.

Previous rental Agreement No. 310 was approved from 2019 through 2020 to irrigate 95 acres, which utilized portions of leased rights 2-10450 and 2-7287 to accomplish the irrigation.

The current rental requests an additional 7 acres of irrigation to cover an area between pivots where a solar station is located. The applicant hopes that irrigating around the solar station will provide better efficiency for the solar panels.

Water right 2-7039 currently exists on multiple pivots. This rental would irrigate acreage in and around these existing pivots. Transfer 82209 was approved in 2018 which moved 141 acres to another location 3 miles west. The rental requests to use the existing point of diversion (POD) for 2-7039 on the Snake River.

AUTHORITY TO FILE: The application was signed by Dale Hooley. Lori Graves of SPF Engineering is listed as his consultant. Department records list Dale and Diana Hooley as the owners of the land at the rental POU. Right 2-7039 to be used in combination with the rental is also in the name of Dale and Diana Hooley. No concerns with authority to file. POD is not on their land but on a BLM owned parcel. Rental will not give access to POD across private or Federal lands.

WATER RIGHT VALIDITY: Water Right 2-10450 was decreed on 4/8/2008, and has been in the bank since 1991. No concerns of validity.

INJURY TO OTHER WATER RIGHTS: The POD for right 2-10450 is located upstream from the requested rental POD. The rental place of use (POU) previously had additional acres before transfer 82209 moved 141 acres elsewhere. This rental will cover 102 of those acres. Injury to other water rights is not expected through this rental.

ENLARGEMENT OF USE: Right 2-10450 authorizes a rate of 0.02 cfs/acre and is limited to 4.0 af/acre. The amounts requested by this rental are equivalent or less than these amounts (2.04 cfs/102 acres= 0.02 cfs/acre and 306 af/102 acres= 3.0 af/acre). According to the rental application, water will be pumped and piped to the property so the applicant only needs 3 afa/acre instead of the standard 4 afa/acre.

The POD for right 2-10450 is about 10 miles upstream. This right when combined with 2-7039 on rental POU are at .02 cfs/acre and 4 af/acre, which is consistent with current right 2-7039 to avoid enlargement of these rights. Right 2-7039 is the only active water right at the rental POU and rental POD. Enlargement of use from this rental is not anticipated.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The location for the rental PD is subject to Water District # 02. Comments were requested from the Watermaster and Western Region on 1/13/2021.

Dalglish, Alex

From: Dalglish, Alex
Sent: Wednesday, January 13, 2021 6:01 PM
To: Whitney, Rob
Subject: Rental of Right 2-10450 by Dan Hooley
Attachments: Hooley Rental Review Memo.docx; Move Map Hooley.pdf

Rob,

I'm seeking your comments on the rental of right 2-10450 for a 5 year term. Please see the attached documentation and provide any comments within 2 weeks, by 1/27/2021.

Thank you,

Alex Dalglish
Senior Water Resource Agent
Phone (208) 287-4913
alex.dalglish@idwr.idaho.gov



SPF WATER
ENGINEERING

RECEIVED

DEC 18 2020

DEPARTMENT OF
WATER RESOURCES

December 15, 2020

Justin Ferguson
IDWR State Office
322 E Front St, Ste 648
PO Box 83720
Boise, ID 83720-0098

Subject: *Application to Rent Water*

Dear Justin,

Enclosed on behalf of Dale Hooley is an *Application to Rent Water* from the Board's water supply bank seeking 102 acres of Snake River water for five years.

Please let me know if there are any questions. Thanks Justin.

Sincerely,

Lori Graves
Water Rights Specialist

Cc: Dale Hooley

Enclosures

SPF file number: 1222.0010