

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT No. 343**

This is to certify that:

IDAHO POWER CO  
PO BOX 70  
BOISE ID 83707

**RECEIVED**  
**JAN 22 2020**  
**DEPARTMENT OF**  
**WATER RESOURCES**

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**

<b>Water Right No.</b>	<b>Priority Date</b>	<b>Source</b>	<b>Diversion Rate (CFS)</b>	<b>Diversion Volume (AF)</b>	<b>Acres (AC)</b>	<b>Rate Per Acre (CFS/AC)</b>	<b>Volume Per Acre (AF/AC)</b>
67-2210A	1/8/1952	Waste Water, tributary to the Weiser River	0.01	2.4	0.6	0.013	4.0
<b>Combined Rental Totals</b>			<b>0.01</b>	<b>2.4</b>	<b>0.6</b>	<b>0.013</b>	<b>4.0</b>

**Term of Rental:** This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2020. 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 2019, whichever occurs last.

**Annual Rental Fee:**

2019 - 2020: \$10.00 annually

The full fee for the rental of the above-described right(s) is \$10.00 per year for years 2019 - 2020. The rental fee includes an administrative fee of \$10.00 per year for years 2019 - 2020. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 67-2210A.

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. 343**

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:

Kresta Davis-Butts  
Signature of Renter

1/18/2020  
Date

Kresta Davis-Butts  
Printed Name

Gr Manager, Resource Planning & Operations  
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  
BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board

Date 2/25/2020

Rental approved by IDWR Angela M. Ginn

Date 2/25/2020

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT No. 343**

**WATER USE DETAILS**

**LOCATION OF POINT(S) OF DIVERSION**

WEISER RIVER                      SWSE              Sec. 10, Twp 14N, Rge 03W,              WASHINGTON County

**BENEFICIAL USE**

Irrigation

**DIVERSION RATE**

0.01 cfs

**VOLUME**

2.4 af

**SEASON OF USE**

**Water Right No.**

67-2210A

**From**

3/15

**To**

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	
14N	03W	10															0.6		0.6

Total Acres: 0.6

**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. This rental authorizes diversion of water right 67-2210A from the Weiser River at the point of diversion described above, when water right 67-2210A is in priority, and when measured flows delivered to the Weiser River under 67-2210A exceed diversions of waste water from the Weiser River at the authorized, decreed location for 67-2210A, by an amount equal to or greater than 0.01 cfs.
10. Water authorized to be diverted under this rental is subordinate to all prior appropriated, in priority diversions from the Weiser River, in the reach between the rental location and the authorized, decreed location of water right 67-2210A.

STATE OF IDAHO  
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**WATER SUPPLY BANK RENTAL AGREEMENT No. 343**




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. 67.
12. No water shall be diverted under this right after June 15 of each year without prior approval of the watermaster.
13. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
14. Prior to diversion of water under this right, the right holder shall install a lockable device, subject to the approval of the Department, in a manner that will provide the watermaster suitable control of the diversion.
15. When notified by the Department, the right holder shall install and maintain a measuring device of a type acceptable to the Department as part of the diverting works.

Idaho Water Resource Board  
**Attachment to Water Supply Bank Rental Agreement No. 343**

Effective until December 31, 2021

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  Feet  
250



STATE OF IDAHO  
WATER RESOURCE BOARDAPPLICATION TO RENT WATER  
FROM THE BOARD'S WATER SUPPLY BANK

RECEIVED

FEB 22 2019

DEPARTMENT OF  
WATER RESOURCESApplicant Name: The Freshwater TrustIs this application being submitted with a lease application as a lease/rental package?  
If yes, specify companion water rights in Section 4Yes ☐ No ☒

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](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)

1346

STATE OF IDAHO  
WATER RESOURCE BOARD

**Application to Rent Water (Continued)**

**1. CONTACT INFORMATION**

A. Applicant The Freshwater Trust

Mailing Address 700 SW Taylor St, Suite 200 Portland OR 97205  
Street City State Zip Code  
 Email Address info@thefreshwatertrust.org Phone Number 503.222.9091

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 Kimberlee Myers Professional Title Operations Director  
 Organization The Freshwater Trust Relationship to Applicant Employee  
 Mailing Address 700 SW Taylor St, Suite 200 Portland, OR 97205  
 Email Address kimberlee@thefreshwatertrust.org Phone Number 503.222.9091 xt.52

**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**:

The proposed use of rental water is to irrigate native trees and shrubs planted along the Weiser River in order to improve water quality, reduce erosion and sedimentation, reduce noxious weeds and invasive plant species cover, and improve aquatic and terrestrial habitat.

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)
0.02 CFS	2.78 AF	0.02 CFS	2 AF	0.7 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?	
May 1, 2019	May 15, 2019	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> Process application as soon as possible	<input type="checkbox"/> 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.

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):

Please see Attachment 3D.

- 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
Solar powered pump	Weiser River (river left bank)	N/A

*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?  
If yes, include documented consent as Attachment 3F.

Yes ☐ N/A ☒

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling?  
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

Yes ☐ No ☒

- H. Has water modeling been provided with your rental request?  
If yes, label modeling Attachment 3 H.

Yes ☐ N/A ☒

*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 0.7 (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?

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.

N/A ☐ Yes ☐ No ☒

- K. Do you own the land at the proposed rental place of use (POU)?

If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it Attachment 3K.

Yes ☐ No ☒

- 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:

N/A



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)
<b>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</b>					<b>TOTAL</b>			
						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**:

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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**:

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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:

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- 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:

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- 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.

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- D. Additional Information

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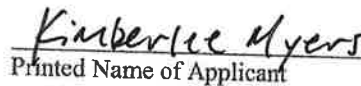
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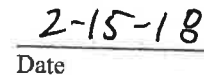
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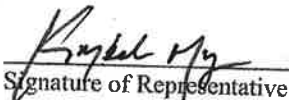
DECLARATION

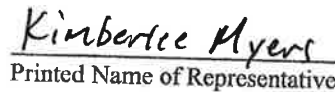
I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is 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.

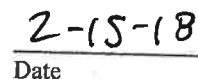
  
Signature of Applicant

  
Printed Name of Applicant

  
Date

  
Signature of Representative

  
Printed Name of Representative

  
Date

Mail to:

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

STATE OF IDAHO  
WATER RESOURCE BOARD

**Water Modeling Requirement Information Sheet**

Information on water modeling requirements for rental requests within special administrative areas

**Important information on requesting rental water within special administrative areas:** Refer to the information below to determine whether the modeling of potential impacts from your rental request is necessary. Use Section 4 of the rental application to identify selected water rights. If you submit an application to rent water from within a special administrative area and water modeling is required, your rental request will be returned if water modeling is not provided.

**Water modeling may be required when an application to rent water involves one of two scenarios:**

**Scenario 1:** The rental request proposes to divert water from a regulated water source and/or within a special administrative area AND the distance between the rental point(s) of diversion (POD) and the POD(s) for the leased water right(s) is greater than the administratively established, acceptable distance.

**Regulated water sources may areas include:**

- A. Ground water resources within the modeled area of the Eastern Snake Plain Aquifer (ESPA) and tributary aquifers;
- B. Ground water within Ground Water Management Areas (GWMAs) or Critical Ground Water Areas (CGWAs);
- C. Water resources within other specified administrative areas, as established by the Idaho Water Resource Board (IWRB) or the Idaho Department of Water Resources.

The distance between any rental POD(s) and the POD(s) for a leased water right to be rented is important. On the ESPA, distance is measured in terms of model cells that cover an area of one square mile. Ground water modeling is not required if lease POD(s) and rental POD(s) are located within the same model cell or within adjacent model cells. If the lease and rental PODs are separated by more than one model cell groundwater modeling must be completed using the IDWR ESPA Transfer Tool and modeling results must be submitted with the rental application. ESPA modeling tools can be accessed and freely downloaded from IDWR's website by visiting: [www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm](http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm).

Ground water modeling may be required within GWMAs, CGWAs or other regulated administrative areas. Applicants who desire to rent water within an established GWMA, CGWA or other regulated administrative area should consult IDWR's website before submitting their application to review the current status of administrative orders related to regulated administrative areas. Consult [www.idwr.idaho.gov/WaterInformation/GroundWaterManagement/designated\\_areas.htm](http://www.idwr.idaho.gov/WaterInformation/GroundWaterManagement/designated_areas.htm) for information on GWMAs or CGWAs, visit <https://idwr.maps.arcgis.com/home/> to use mapping tools to find other regulated areas.

Applicants interested in renting water within a GWMA, CGWA or other regulated administrative areas should request water rights that have been leased into the Bank from within the same administrative area. Generally, the Bank will not permit a rental of water within a regulated administrative area if the leased water rights are not located within that same administrative area.

**Scenario 2:** A rental request proposes to divert water from a different but hydraulically connected water source.

**Modeling situations may include:**

- A. Rental requests that propose to divert surface water rights via ground water POD(s) (wells); and
- B. Rental requests that propose to divert ground water from one aquifer when the right being rented authorizes the diversion of ground water from a hydraulically connected, tributary aquifer.

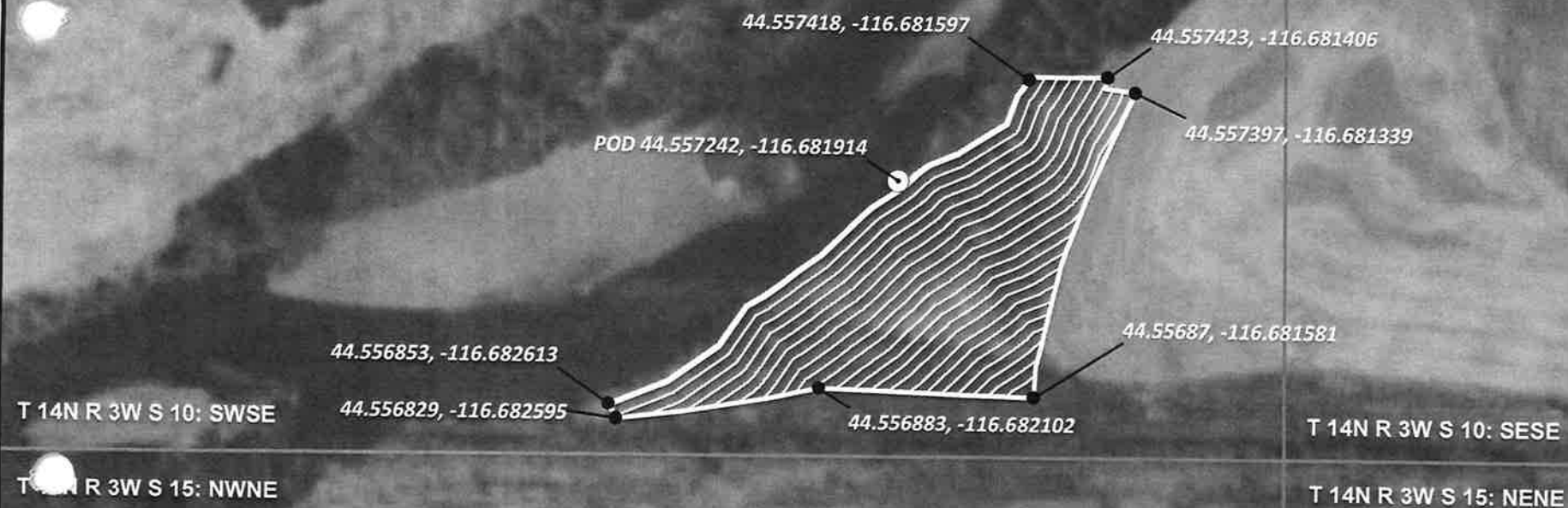
Rental requests that propose to divert surface water rights from ground water points of diversion may be considered if ground water modeling establishes that the surface and ground water resources are directly and immediately hydraulically connected. An acceptable hydraulic connection occurs when at least 50 percent of the total depletions from a well are detectable from the original water source within a 24 hour period. The existing (leased) POD and proposed (rental) POD must be proximate such that diversion and use of water from the proposed POD would have substantially the same effect on the hydraulically-connected source as diversion and use of water from the original POD.

Requests to rent ground water across tributary aquifer sources may be considered if ground water modeling is provided to demonstrate that two aquifers are hydraulically connected and the anticipated impacts of diverting ground water from one source through the other is modeled accordingly.

For more information about rental application requirements, contact IDWR at (208) 287-4800.

# Legend Attachment 2

- Control Point
- Point of Diversion
- Place of Use (0.7 acres)
- Delivery and distribution
- Township/Range/Section



0 100 200 Feet

### Attachment 3 A:

Describe why you desire to rent water and provide a detailed description of your proposed use.

The proposed use of rental water is to irrigate native trees and shrubs planted along the Weiser River in order to improve water quality, reduce erosion and sedimentation, reduce noxious weeds and invasive plant species cover, and improve aquatic and terrestrial habitat.



### Attachment 3D:

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), continued:

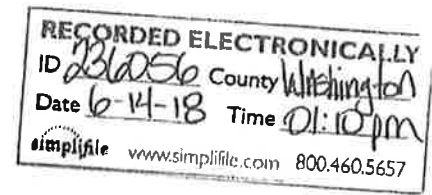
The pump will discharge through a 2" HDPE line into a self-cleaning disk filter sufficient for the flow cleaning requirements for the drip emitters and mounted on the bank in an appropriate location to ensure stability, and accessibility. 6 solar panels will be mounted on the bank with the same consideration. The pump is designed to be able to operate with the energy supplied from the 6 solar panels.

Discharge from the disk filter will feed 2 zone valves which will operate separately from each other and run from an automatic timer at desired times/durations. From the valves 20mm tubing will be strung accordingly throughout the planted area to apply water to each plant. At each plant an emitter will be punched into the 20mm tubing with a .125x.187 tube to supply the water to the 2-way distribution manifold at each plant. Steel tubing staples are to be used throughout the system to ensure the tubing and parts stay in place.

#### Attachment 4B:

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.

Water demands and evapotranspiration rates for native riparian plants are typically lessor than irrigated agricultural crops. Irrigation will be applied to native plants at slow rates for long durations, enabling the soils to become deeply saturated and encourage native plant root growth to direct downward and reach the water table of the river more quickly. Restoration practitioners, irrigation experts, and nursery growers were consulted to assess irrigation diversion rates and volumes necessary to support healthy native plant establishment. The resulting metrics are listed on this application. The plants will be monitored regularly to ensure they are receiving adequate water and are establishing successfully.



Recording Requested by and  
after Recording Return to:

Idaho Power Company  
Corporate Real Estate Dept.  
P.O. Box 70  
Boise, Idaho 83707

**MEMORANDUM OF LEASE  
FO-174**

This MEMORANDUM OF LEASE ("**Memorandum**") is dated as of this 7th day of June, 2018, and is entered into between Ronald E. Jaeger and Kristen Jaeger, whose address is 2787 Salubria Road Cambridge, Idaho 83610, ("**Lessor**") and Idaho Power Company, an Idaho corporation, whose address is 1221 W. Idaho St., Boise, Idaho, 83702, its licensees, successors, and assigns (collectively, "**Lessee**").

**1. Premises.** The property that is the subject of this Memorandum is comprised of a portion of Lessor's real property located in the County of Washington, State of Idaho, (the "**Premises**") and is particularly described in **Exhibit A** attached hereto and made a part hereof. Subject project is depicted in **Exhibit B** attached hereto.

**2. Lease.** The parties have entered into a Lease Agreement dated JUNE 7, 2018, respecting the Premises ("**Lease**") for Lessee's use of the Premises to implement a riparian restoration project which Lease contains, among other things, the following terms and provisions:

**2.1 Term of Lease.** The Term of the Lease is twenty-five (25) years, commencing on June 07, 2018 and ending on June 07, 2043.

**2.2 Option Term.** Lessee shall have the right to extend the Lease for one (1) twenty-five (25) year Option Term upon Lessor approval pursuant to terms and conditions in the Lease. The Option Term shall commence on June 07, 2043 and end on June 07, 2068.

**3. Successors and Assigns.** The Lease is binding on the heirs, successors, assigns and personal representatives of the parties thereto.

**4. Terms and Conditions of Lease.** All terms and conditions of the Lease are incorporated herein by reference with the same force and effect as if fully set forth herein.

**5. Purpose of Memorandum.** The purpose of this Memorandum is to provide third parties with constructive notice of the Lease including, without limitation, the Option. This Memorandum is prepared for purposes of recordation only and in no way modifies the provisions of the Lease. In the event of any conflict between this Memorandum and the terms of the Lease, the terms of the Lease shall control.

**[Signatures appear on next page.]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first set forth above.

**LESSOR:**

By: 

Print

Name: Ron Jaeger

Title: Owner

**LESSEE:**

**Idaho Power Company,  
an Idaho Corporation**

By: 

Ivan Sim

Corporate Services Director

**List of Exhibits:**

**EXHIBIT A – Legal Description of Premises**

STATE OF IDAHO )  
 ) ss  
County of Washington )

On this 7th day of JUNE, 2018, before me,  
D. Kurtis Funke, the undersigned, a Notary Public in and for said  
State, personally appeared RONALD JAEGER, known to me to be the person  
that executed the attached instrument, and acknowledged to me that he / she executed  
the same as his / her free act and deed.



D. Kurtis Funke  
Notary Public for the State of IDAHO  
Residing at Cathlamet  
My commission expires 03/07/2023  
Printed Name D. Kurtis Funke

STATE OF IDAHO )  
 ) ss  
County of Ada )

On this 11th day of June, 2018, before me,  
D. Kurtis Funke, the undersigned, a Notary Public in and for said  
State, personally appeared Ivan Sim, known to me to be the Corporate Services  
Director, of Idaho Power Company, an Idaho corporation, and the person who executed  
the within instrument for and on behalf of said corporation, and acknowledged to me that  
such corporation executed the same as its free act and deed.



D. Kurtis Funke  
Notary Public for the State of Idaho  
Residing at Cathlamet  
My commission expires 03/07/2023  
Printed Name D. Kurtis Funke



**EXHIBIT A**  
**Page I of II**

**LEGAL DESCRIPTION OF PREMISES**

IN WASHINGTON COUNTY, IDAHO:

In Twp. 14 N., R. 3 W. B.M., Washington County, Idaho:

In Section 10:

Beginning at the Southeast corner of the NW1/4SE1/4 of said Section 10; thence North until said line intersects the right of way of the Pacific and Idaho Northern Railway; thence following the southeast side of said right of way until the same intersects the west line of the said NW1/4SE1/4 of Section 10; thence South to the Southwest corner of said NW1/4SE1/4; thence East to the place of beginning.

ALSO, the S1/2SE1/4; all that part of the E1/2SW1/4 lying southeasterly of said Pacific and Idaho Northern Railway right of way; and that part of the NE1/4SE1/4 lying South and West of the right-of-way of the county road known as Salubria Road;

ALSO, commencing on the south line of the SE1/4NE1/4 of Section 10, 460 feet West from the Southeast corner of said SE1/4NE1/4; thence N. 28°6' E., 148 feet; thence N. 39°37' W., 1176 feet, more or less, to right of way of Pacific and Idaho Northern Railway; thence along said right of way to the west line of said SE1/4NE1/4; thence South to the southwest corner of the said SE1/4NE1/4; thence East 860 feet, more or less, to the point of beginning;

SAVE AND EXCEPT:

A portion of the SE1/4SE1/4 of Section 10, Township 14 North, Range 3 West of the Boise Meridian, Washington County, Idaho more particularly described as follows:

Beginning at the SE corner of the SE1/4SE1/4 of Sec. 10, Twp. 14 N., R. 3 W., B.M.;

Thence North along the East line of said SE1/4SE1/4 a distance of 380 feet;

Thence West parallel to the South line of said SE1/4SE1/4 a distance of 573 feet;

Thence South parallel to the East line of said SE1/4SE1/4 a distance of 380 feet to the South line of said SE1/4SE1/4;

Thence East along the South line of said SE1/4SE1/4 a distance of 573 feet to the Point of Beginning.

**Exhibit A**  
**page II of II**

continued ...

**AND ALSO SAVE AND EXCEPT:**

A parcel of land situated within the NE1/4 of Section 10, Township 14 North, Range 3 West, Boise Meridian, more particularly described as follows:

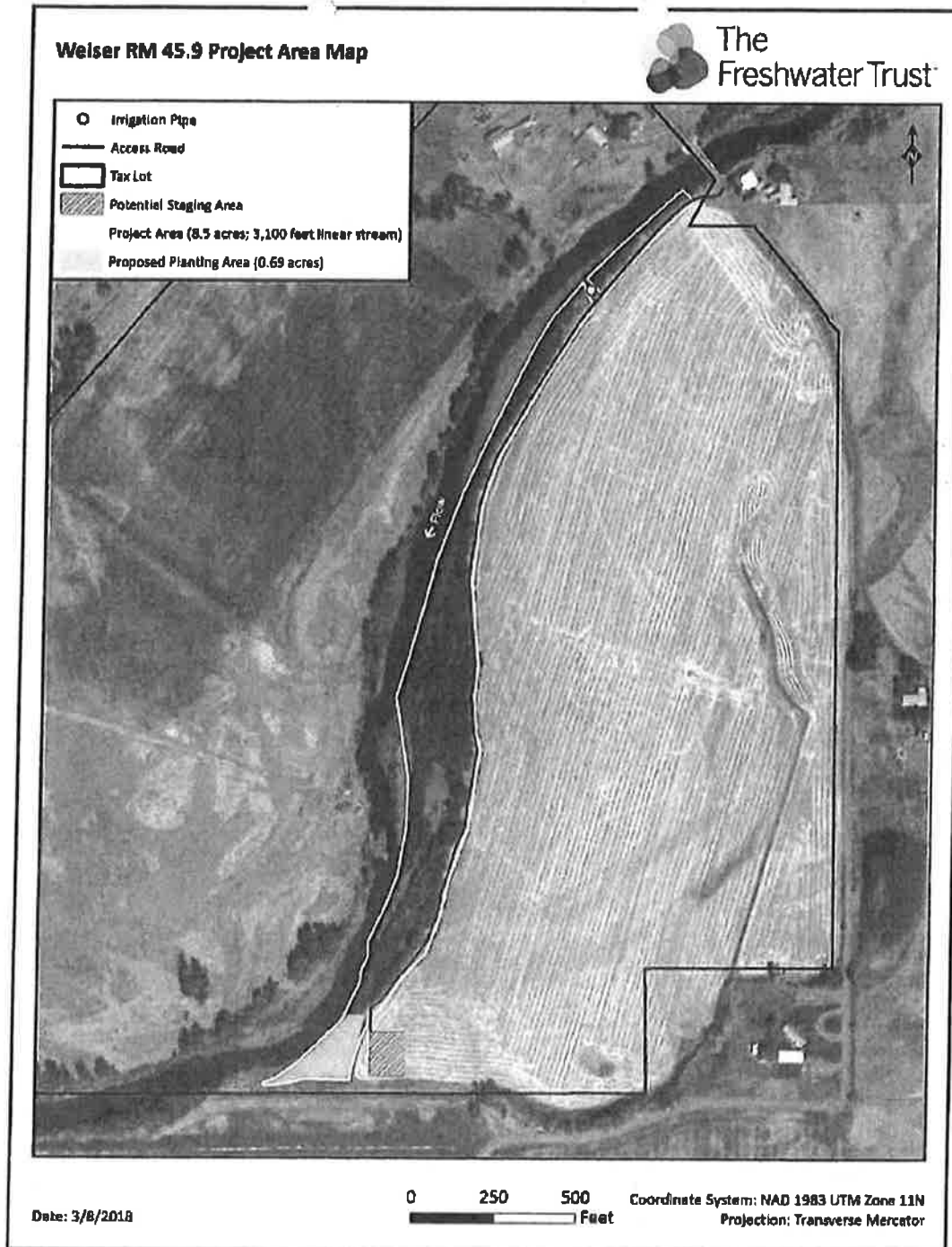
Beginning at the point of intersection of the southwesterly right of way line of an existing County Road known as Salubria Road and the southeasterly right of way line of the Idaho Northern and Pacific Railroad, which point bears N 47°45'38" W, a distance of 1479.05 feet from the southeast corner of the NE1/4 of Section 10, T. 14N., R. 3W., B.M., S 33°15'52" W, a distance of 1974.00 feet from the northeast corner of said NE1/4, S 43°39'21" E, a distance of 2260.11 feet from the northwest corner of said NE1/4, and N 57°02'23" E, a distance of 1850.86 feet from the southwest corner of said NE1/4; Thence S 39°52'52" E, a distance of 261.52 feet along the southwesterly right of way line as now established of said Salubria Road; Thence S 41°54'52" W, parallel to the southeasterly right of way line of said Railroad, a distance of 880.50 feet; Thence N 53°29'42" W, a distance of 260.00 feet to a point on the southeasterly right of way line of said Railroad; Thence N 41°54'52" E, a distance of 942.33 feet along the southeasterly right of way line of said railroad to the point of beginning.

**AND ALSO SAVE AND EXCEPT:**

A parcel of land located in the SW1/4 of Section 10, Township 14 North, Range 3 West, of the Boise Meridian, Washington County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of the SW1/4 of said Section 10; Thence North 89°52'38" East 2663.00 feet along the Southerly line of said Section 10; Thence North 00°09'26" West 1286.62 feet along the Easterly line of the SW1/4 of said Section 10, to the point of beginning; Thence leaving said Easterly line South 21°44'34" West 348.10 feet; Thence South 81°18'26" West 669.22 feet to a point on the Southeasterly right of way of the abandoned Union Pacific Railroad line; Thence 420.09 feet along the arc of a 2814.64 foot radius curve to the right (through a central angle of 08°33'05", the chord of which bears North 34°25'37" East 419.70 feet); Thence North 38°42'10" East 528.81 feet; Thence leaving said abandoned railroad right of way 51.44 feet along the arc of a 80.00 foot radius curve to the right (through a central angle of 36°50'25", the chord of which bears South 18°23'58" East 50.56 feet); Thence South 51°17'50" East 76.69 feet; Thence South 31°36'25" East 280.00 feet to the point of beginning.

Exhibit B



(Not Drawn by IPCo)

Prepared by, and  
after recording return to:

Idaho Power Company  
Corporate Real Estate  
P.O. Box 70  
Boise, Idaho 83707

(Space above reserved for County Recorder's Use Only)

**LEASE AGREEMENT  
WEISER RIVER RIPARIAN PROJECT  
Ronald E. Jaeger and Kristen Jaeger**

**Lease No. FO174**

This Lease Agreement ("**Lease Agreement**") is entered into as of this 7<sup>th</sup> day of June, 2018 ("**Effective Date**"), between Ronald E Jaeger and Kristen Jaeger, their heirs and assigns (collectively, "**Landowner**") and Idaho Power Company, an Idaho corporation, its successors and assigns (collectively, "**Idaho Power**") with respect to the following:

**A.** Landowner owns that certain property located in Washington County, State of Idaho as described in **Exhibit A** attached hereto and made a part hereof ("**Landowner's Property**").

**B.** Idaho Power desires authorization to use a portion of Landowner's Property described and depicted in **Exhibit B** attached hereto and made a part hereof ("**Project Area**") for the limited purpose of riparian habitat restoration (referred to hereafter as the "**Riparian Project**") to include the planting, installation, construction, continued operation, improvement, maintenance, repair, alteration, inspection, monitoring, testing, and/or replacement of the following:

Plant materials, irrigation facilities, conduit, posts, poles, fencing, weed barrier, soil, mulch, clean earth fill, rocks, monitoring devices, and other equipment and related facilities and appurtenances necessary to establish riparian vegetation upon the Project Area, including along the banks of the Weiser River (collectively, "**Idaho Power's Improvements**").

The Project Area is comprised of a 7.3 acre portion of Landowner's Property ("**Project Acreage**").

**C.** Landowner is agreeable to such use of the Project Area subject to all of the terms and conditions herein.

Now therefore the parties agree as follows:

**1. Grant of Lease.**

**a. Generally.** In consideration of the Lease Payment described in Section 4 below and subject to the provisions of this Lease, Landowner hereby grants to Idaho Power, its contractors, subcontractors, and agents an exclusive Lease ("**Lease**") on, over, through, and across the Project Area for the Term described in Section 3 below to use the Project Area as

Lease Agreement – Idaho Power as Lessee  
Lease Name Jaeger  
Lease No.: FO174

necessary for purposes of implementing the Riparian Project (as described in Section B, above). Landowner agrees to cooperate with Idaho Power, at no expense to Landowner, in applying for and obtaining all Leases, permits, and any and all other approvals that may be required for the Riparian Project.

Landowner acknowledges that the value, security, and success of the Riparian Project are of the essence to Idaho Power and Landowner shall not (i) prevent, hinder, delay, diminish, or damage the Riparian Project; (ii) remove vegetation from the Riparian Project or otherwise take action that could reduce plant viability; (iii) permit damage by livestock or herbicides upon the Project Area; (iv) construct any buildings, roads, pathways, or other improvements, or dispose of any trash or refuse within the Project Area; and (v) damage, destroy, or remove any fencing, plant stakes, plant protection devices, flags, markers, irrigation components or systems, or other devices placed or installed by Idaho Power, its contractors, subcontractors, or agents within the Project area.

b. **Landowner's Reserved Rights.** Landowner may use the Project Area for any purposes relating to use, access, repair, alterations, and maintenance of Landowner's existing facilities or improvements within the Project Area ("**Landowner's Improvements**") and Landowner's Property so long as Landowner's activities do not unreasonably interfere with the Riparian Project and Idaho Power's use of the Project Area hereunder, and so long as Landowner's activities comply with the Grazing Conditions provided in Section 5, below. Idaho Power its contractors, subcontractors, and agents shall not disturb, damage, or move Landowner's Improvements on the Project Area without Landowner's consent, which shall not be unreasonably withheld.

c. **Idaho Power Obligations.**

i) Idaho Power and Landowner acknowledge that Idaho Power's installation of the Idaho Power Improvements may not occur for some time after the Effective Date of this Lease Agreement and that the Idaho Power Improvements may be developed either: **1)** in multiple staged events occurring at different times on portions of the total Project Acres ("**Staged Improvement**"); or **2)** in a single event on the entire Project Area ("**Project Implementation**"). To ensure Landowner is aware of imminent Idaho Power activity to develop the Riparian Project, whether by a Staged Improvement or by Project Implementation, Idaho Power shall provide to Landowner a minimum of sixty (60) days written notice prior to the start of any Staged Improvement or Full Project Implementation ("**Implementation Notice Letter**"). For purposes of this Lease Agreement, the date sixty (60) days from the date of any Implementation Notice Letter for a Staged Improvement shall be the Staged Improvement Implementation Date and the date sixty (60) days from the date of the Project Implementation shall be the "**Project Implementation Date.**"

ii) Idaho Power shall keep and maintain all Idaho Power Improvements in good condition and repair for the duration of this Lease Agreement, to include tree and shrub trimming, removal of deadfall as necessary to ensure there is no encroachment onto Landowner's Property outside the Project Area, and maintaining the Project Area in a neat and tidy condition to include removal of debris or unsightly improvements.

iii) At such time that the plant materials are established and no longer require supplemental water, Idaho Power shall remove the irrigation improvements from the Project Area.



iv) Idaho Power shall not use the Project Area for any purposes that would violate applicable state or federal law; or that would enable general public access to the Project Area without Landowner consent.

2. **Access to the Project Area.** Landowner also grants to Idaho Power, its contractors, subcontractors, and agents the non-exclusive right to use the existing roads over Landowner's Property which provide access to the Project Area ("**Access Roads**"), and other portions of Landowner's Property in a location reasonably approved by Landowner, as depicted on the "**Description of Access**", attached hereto as **Exhibit B** and made a part hereof, as necessary for the full and complete use of the Lease hereby granted. Idaho Power shall, at its sole expense, and with Landowner's consent which shall not be unreasonably withheld, undertake any snow removal or brush removal activities on the Access Roads that are required for Idaho Power to access the Project Area.

3. **Term.**

a. **Initial Term.** The initial term of this Lease ("**Term**") shall commence on the Effective Date and shall continue for twenty-five (25) years, or until:

- i) the parties mutually agree to terminate this Lease;
- ii) Idaho Power in its sole discretion terminates this Lease; or
- iii) Landowner terminates this Lease because (1) Idaho Power fails to comply with the terms of this lease or (2) Idaho Power fails to correct any properly noticed non-compliance issues within the prescribed Thirty (30) day period.

b. **Option Term.** Idaho Power shall have the right to extend the Term of this Lease Agreement for one (1) additional period of twenty-five (25) years ("**Option Term**"), upon all of the following terms and conditions:

i) Idaho Power shall provide written notice of the Term extension to Landowner as provided in Section 13 below prior to the expiration of the Term. Landowner and Idaho Power will review the Lease Agreement and lease rates as part of the Option Term renewal process and renegotiate as necessary.

ii) Idaho Power shall not be in default under this Lease at the time Idaho Power exercises its option to extend or at the commencement of the Option Term.

iii) Idaho Power and Landowner review and approve the condition of the Project Area and the Riparian Project and mutually agree to continue this Lease for the Option Term.

iv) Idaho Power and Landowner review and approve the Grazing Conditions and mutually agree on any revisions or additions to the Grazing Conditions and to continue this Lease for the Option Term.

v) The terms and conditions of the Option Term shall be the same terms and conditions as in the Lease Agreement unless Idaho Power and Landowner mutually agree to any revisions or additions to the terms of the Lease in writing, by an Amendment to this Lease. All references to the Term herein shall include the Option Term.

c. **Removal of Improvements at Termination.** Upon termination of this Lease, Idaho Power shall remove all Idaho Power Improvements except plant materials, rocks, and earth fill and shall leave the Project Area in a good and tidy condition. Idaho Power shall not remove any Idaho Power Improvements for Landowner provided ownership has been transferred to Landowner pursuant to a Bill of Sale.

4. **Lease Payment.** Idaho Power shall pay to Landowner an annual fee ("Lease Payment") for use of the Project Area as follows:

Commencing on the Effective Date of this Lease Agreement, Idaho Power shall pay to Landowner a Lease Payment equivalent to \$250.00 per acre, or part thereof, of the Project Area. The Project Area is 7.3 acres and the Lease Payment is \$1,825.00 per year.

Lease payments shall be made on January 1 of each subsequent year for the Term of this Lease until the expiration or termination of this Lease. Lease payments shall be prorated for any final fractional year of this Lease.

a. **Address for Lease Payments.** The annual Lease Fee is referred to hereafter as the "Lease Payments." Idaho Power shall pay the Lease Payments to Landowner at the following address:

2787 SALUBRIA RD  
CAMBRIDGE ID, 83610  
Re: Lease No. FO174

d. **Federal W-9 Form Required.** Landowner shall complete and provide to Idaho Power a Federal W-9 Form.

5. **Livestock Grazing.** Idaho Power and Landowner acknowledge and agree that Landowner may use the Project Area for livestock grazing, subject to the following conditions ("Grazing Conditions"):

a. **Pre-Project Grazing Period.** Landowner may graze livestock within the Project Area ("Pre-Project Grazing Period") prior to the Effective Date of this Lease Agreement until The Project Implementation Date, at which time Landowner shall discontinue livestock grazing on all Project Acres of the Project Area pursuant to the Non-Grazing provisions in Section 5(b), below.

b. **Non-Grazing Period.** The Riparian Project will require time in which the plant materials can become established. To ensure plant health and viability, livestock grazing shall not occur for a period of three (3) years ("Non-Grazing Period") within:

i) the entire Project Area, effective on the Project Implementation Date.

c. **Post-Project Grazing Period.** Effective on the date that is three (3) years after the Project Implementation Date, at Idaho Power's discretion Landowner may graze livestock within the Project Area ("**Post-Project Grazing Period**"), provided:

i) Landowner advises Idaho Power that grazing will commence;

ii) Landowner coordinates with Idaho Power to ensure that riparian plant health and long-term viability is not comprised; and

iii) Landowner coordinates with Idaho Power on the timing and duration of grazing within the Project Area.

d. During the Post-Project Grazing Period, Idaho Power may, at Idaho Power's discretion:

i) Require that Landowner adjust the number and/or type of livestock and the grazing periods within the Project Area if, as determined by Idaho Power, damage may occur to the Riparian Project; and

ii) Require that Landowner cease all livestock grazing activity within the Project Area if, after adjustment of the number and/or type of livestock, or grazing periods, plant health has been shown to be compromised, but Idaho Power shall not unreasonably withhold permission for livestock grazing.

## **6. Water Rights.**

Landowner makes no representation or warranty as to the nature or extent of the Water Rights available to the Project Area, it being Idaho Power's sole duty and obligation to investigate and inquire as to the Water Rights available to the Project Area to determine whether said Water Rights are sufficient for the purposes to which the Idaho Power intends to use the Project Area.

Idaho Power shall not, at any time during the Term of this Lease Agreement, without the express written consent of Landowner, which consent Landowner may withhold in its sole and absolute discretion:

a. Sell, lease, transfer or by other means convey any portion of the Water Rights to a third party;

b. Allow any portion of the Water Rights to be used on property other than the Project Area;

c. Divert water in excess of the amount or for a purpose or use other than that authorized by the Water Rights; or

d. Take any other action which may result in the forfeiture, abandonment, or loss of all or any portion of the Water Rights.

**7. Utility and Water Pumping Costs.** Idaho Power shall pay all electrical utility costs relating to the Project Area during the term of this Lease Agreement including, without limitation, all pumping power expenses for the irrigation of the Project Area (such as fees for turning on the pump and any other fees relating to the use of the pump) and any and all other utility expenses arising in connection with Idaho Power's operations and activities on the Project Area. Notwithstanding the foregoing, Landowner shall pay for all charges, fees and assessments associated with the maintenance of Water Rights upon the Project Area (said charges being included in the minimum Rent to be paid by Idaho Power).

**8. Taxes.** Landowner shall pay all real property taxes and assessments levied and assessed against the Project Area. Idaho Power shall pay any taxes and assessments levied against Idaho Power's Facilities.

**9. AS IS/Release.** Idaho Power accepts the Project Area in its "AS IS" condition and based on its own investigations. Idaho Power shall occupy the Project Area at its own risk, and Landowner shall have no liability with respect to any Claims (defined below) relating to Idaho Power's occupancy of the Project Area except to the extent, if any, caused by Landowner's or its Agents' negligence or willful misconduct or breach of this Lease. Landowner has not made any warranty about the condition of the Project Area except as expressly set forth herein.

Landowner will inform Idaho Power of any underground utilities or other improvements known to Landowner that are not visible within the Project Area prior to the start of any ground disturbing activities.

**10. Indemnification.** Each party agrees to indemnify defend and hold harmless the other from and against any and all suits, claims, demands, actions, proceedings, judgments, personal property damage, penalties, liabilities, damages, injuries, losses, costs or expenses of any kind or nature whatsoever including without limitation attorney's fees and related costs (all of the foregoing collectively being referred to herein as "Claims") arising directly or indirectly, in whole or in part, out of any of the following: (a) any breach of this Lease Agreement by the indemnifying party or its agents, contractors, Lessees, invitees or guests (collectively, "Agents"); or (b) any negligence or willful misconduct by the indemnifying party or its Agents relating to this Lease Agreement.

In addition, each party shall indemnify, defend and hold the other harmless from and against any and all Claims relating to any violation by the indemnifying party or its Agents of any laws relating to the use, generation, transportation, storage and/or release of any hazardous or toxic materials, including petroleum products.

**11. Termination of Lease; Surrender; Holding Over.** Subject to Section 3 above, upon the termination or expiration of the Lease Agreement, Idaho Power agrees to surrender peaceably possession of the Project Area.

**12. Notices and Delivery.** Any notice, demand, request, consent or approval given under this Lease Agreement shall be in writing and shall be deemed given and delivered on the date when personally delivered or, if mailed, four (4) days after deposit in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the appropriate party at the address set forth below:

**LANDOWNER:**

POB: KRISTEN JAEGER  
2787 SALUBRIA RD  
CHANDLER ID  
83610

**IDAHO POWER:**

Idaho Power Company  
P.O. Box 70 (83707)  
1221 W. Idaho Street  
Boise, ID 83702  
Ph: (208) 388-2200

The above addresses for Landowner and Idaho Power shall be effective unless and until changed by written notice given to the other party. The parties acknowledge and agree that the phone numbers provided above are for convenience purposes only but that notices hereunder must be personally delivered or mailed as provided above.

**13. Hazardous Materials.** Idaho Power shall not treat, store, or dispose of any hazardous or toxic substances, materials or waste within the Premises or Landowner's property. As used herein, the term "**Hazardous or Toxic Substances, Materials or Waste**" shall mean any substance that is toxic; ignitable, explosive, reactive, or corrosive; petroleum or its derivatives and products; asbestos; polychlorinated biphenyls (PCBs); or substances otherwise defined as "hazardous," "toxic," or similar classification by any local, state, or federal laws or regulation including, without limitation, 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 Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), or the Toxic Substance Control Act (15 U.S.C. § 2601, et seq.).

Idaho Power may use herbicides in a controlled manner to control noxious weeds or invasive plant species. Herbicides will be applied in accordance with label restrictions and applicable federal, state, and local laws and in accordance with State of Idaho licensing requirements. Idaho Power will inform Landowner of proposed herbicide use and will apply herbicides with Landowner's consent, which shall not be unreasonably withheld.

**14. Miscellaneous.**

a. **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

b. **Governing Law.** This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

c. **Sale of Property/Notice.** Landowner shall notify Idaho Power of any pending property sale, changes in ownership, or other property issues that may have an effect on the Premises, access to the Premises, or Riparian Restoration Project and notify any prospective property purchasers of the existence of this Lease and the binding nature of the Lease Agreement on any purchaser of the property or Project Area.



d. **Entire Agreement; Amendments.** This Lease Agreement and the Exhibits hereto constitute the entire agreement and understanding between the parties and supersedes all prior and contemporaneous offers, negotiations and agreements concerning the subject matter herein. All amendments hereto must be in writing and executed by both parties.

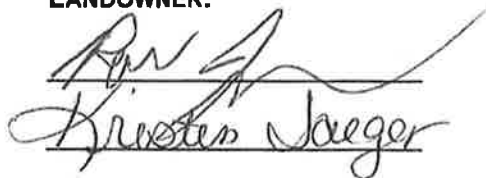
e. **Recordation.** A Memorandum summarizing the terms of this Lease shall be recorded in the Real Property Records of the county clerk for the county of Washington, State of Idaho. Idaho Power shall pay all fees and costs directly related to the filing and recordation of this Memorandum of Lease.

f. **Binding Effect.** This Lease Agreement shall be binding on and inure to the benefit of the heirs, successors and permitted assigns of the respective parties to this Lease Agreement.

**(Signatures Appear on Next Page)**

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement as of the date first set forth above.

**LANDOWNER:**

  
\_\_\_\_\_  
Kristen Jaeger

By: Ron & Kristen Jaeger

Print Name: \_\_\_\_\_

Title: Owners

Date: 6-7-18

**IDAHO POWER:**

**IDAHO POWER COMPANY,  
AN IDAHO CORPORATION**

By:   
\_\_\_\_\_  
Ivan Sim

Corporate Services Director

Date: 6/12/18

**LIST OF EXHIBITS:**

Exhibit A – Description of Landowner's Property

Exhibit B – Depiction of Project Area, and of Access

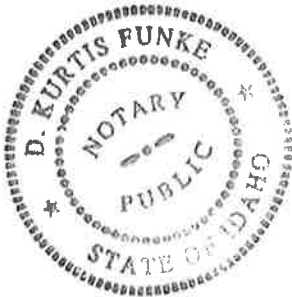
NOTARY ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 7th day of JUNE, 2018, before me  
D. Kurtis Funke, a Notary Public, personally appeared  
Ronald Jaeger and proved to me on the basis of satisfactory  
evidence to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that ~~she~~ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.

(NOTARY SEAL)



D. K. Funke  
NOTARY PUBLIC  
Residing at Caldwell, ID  
My commission expires: 03/07/2023

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 11th day of JUNE, in the year 2018, before me, a Notary Public  
in and for said State, personally appeared Ivan Sim, known or identified to me to be the Corporate  
Services Director of **IDAHO POWER COMPANY**, an Idaho corporation, and the person who  
executed the foregoing instrument for and on behalf of said corporation, and acknowledged to me  
that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day  
and year first above written.



D. K. Funke  
NOTARY PUBLIC  
Residing at Caldwell, ID  
My commission expires: 3/07/2023

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 7th day of JUNE, 2018, before me  
D. Kurtis Funke, a Notary Public, personally appeared  
Kristen Jaeger and proved to me on the basis of satisfactory  
evidence to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.

(NOTARY SEAL)



D. K. Funke

Notary Public

Commission Expires on: 03/07/2018

Chaldwell, IDAHO

**EXHIBIT A**  
**PAGE 1 OF 2**

IN WASHINGTON COUNTY, IDAHO:

In Twp. 14 N., R. 3 W. B.M., Washington County, Idaho:

In Section 10:

Beginning at the Southeast corner of the NW1/4SE1/4 of said Section 10, thence North until said line intersects the right of way of the Pacific and Idaho Northern Railway; thence following the southeast side of said right of way until the same intersects the west line of the said NW1/4SE1/4 of Section 10; thence South to the Southwest corner of said NW1/4SE1/4; thence East to the place of beginning.

ALSO, the S1/2SE1/4; all that part of the E1/2SW1/4 lying southeasterly of said Pacific and Idaho Northern Railway right of way; and that part of the NE1/4SE1/4 lying South and West of the right-of-way of the county road known as Salubria Road;

ALSO, commencing on the south line of the SE1/4NE1/4 of Section 10, 460 feet West from the Southeast corner of said SE1/4NE1/4; thence N. 28°6' E., 148 feet; thence N.39°37' W., 1176 feet, more or less, to right of way of Pacific and Idaho Northern Railway; thence along said right of way to the west line of said SE1/4NE1/4; thence South to the southwest corner of the said SE1/4NE1/4; thence East 860 feet, more or less, to the point of beginning;

SAVE AND EXCEPT:

A portion of the SE1/4SE1/4 of Section 10, Township 14 North, Range 3 West of the Boise Meridian, Washington County, Idaho more particularly described as follows:

Beginning at the SE corner of the SE1/4SE1/4 of Sec. 10, Twp. 14 N., R. 3 W., B.M.;

Thence North along the East line of said SE1/4SE1/4 a distance of 380 feet;

Thence West parallel to the South line of said SE1/4SE1/4 a distance of 573 feet;

Thence South parallel to the East line of said SE1/4SE1/4 a distance of 380 feet to the South line of said SE1/4SE1/4;

Thence East along the South line of said SE1/4SE1/4 a distance of 573 feet to the Point of Beginning.

**EXHIBIT A**  
**PAGE 2 OF 2**

continued ...

**AND ALSO SAVE AND EXCEPT:**

A parcel of land situated within the NE1/4 of Section 10, Township 14 North, Range 3 West, Boise Meridian, more particularly described as follows:

Beginning at the point of intersection of the southwesterly right of way line of an existing County Road known as Salubria Road and the southeasterly right of way line of the Idaho Northern and Pacific Railroad, which point bears N 47°45'38" W, a distance of 1479.05 feet from the southeast corner of the NE1/4 of Section 10, T.14N., R.3W., B.M., S 33°15'52" W, a distance of 1974.00 feet from the northeast corner of said NE1/4, S 43°39'21" E, a distance of 2260.11 feet from the northwest corner of said NE1/4, and N 57°02'23" E, a distance of 1850.86 feet from the southwest corner of said NE1/4;  
Thence S 39°52'52" E, a distance of 261.52 feet along the southwesterly right of way line as now established of said Salubria Road;  
Thence S 41°54'52" W, parallel to the southeasterly right of way line of said Railroad, a distance of 880.50 feet;  
Thence N 53°29'42" W, a distance of 260.00 feet to a point on the southeasterly right of way line of said Railroad;  
Thence N 41°54'52" E, a distance of 942.33 feet along the southeasterly right of way line of said railroad to the point of beginning.

**AND ALSO SAVE AND EXCEPT:**

A parcel of land located in the SW1/4 of Section 10, Township 14 North, Range 3 West, of the Boise Meridian, Washington County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of the SW1/4 of said Section 10;  
Thence North 89°52'38" East 2653.00 feet along the Southerly line of said Section 10;  
Thence North 00°09'26" West 1286.62 feet along the Easterly line of the SW1/4 of said Section 10, to the point of beginning;  
Thence leaving said Easterly line South 21°44'34" West 348.10 feet;  
Thence South 81°18'26" West 669.22 feet to a point on the Southeasterly right of way of the abandoned Union Pacific Railroad line;  
Thence 420.09 feet along the arc of a 2814.64 foot radius curve to the right (through a central angle of 08°33'05", the chord of which bears North 34°25'37" East 419.70 feet);  
Thence North 38°42'10" East 528.81 feet;  
Thence leaving said abandoned railroad right of way 51.44 feet along the arc of a 80.00 foot radius curve to the right (through a central angle of 36°50'25", the chord of which bears South 18°23'58" East 50.56 feet);  
Thence South 51°17'50" East 76.69 feet;  
Thence South 31°36'25" East 280.00 feet to the point of beginning.

## **EXHIBIT B**

### **Page 1 of 2**

#### **Description of Project Area, Off Channel Watering or other Infrastructure Improvements, Description of Access**

The project area consists of a 7.3-acre parcel of riparian area on the east bank of the mainstem Weiser River at river mile 45.9 (Figure 1). Conservation is planned for the upstream portion of the project site which contains a diverse riparian forest with high canopy cover and multi-layered structure. Active restoration is planned for the downstream portion of the project site, designated as "proposed planting area (0.69 acres)" in Figure 1.

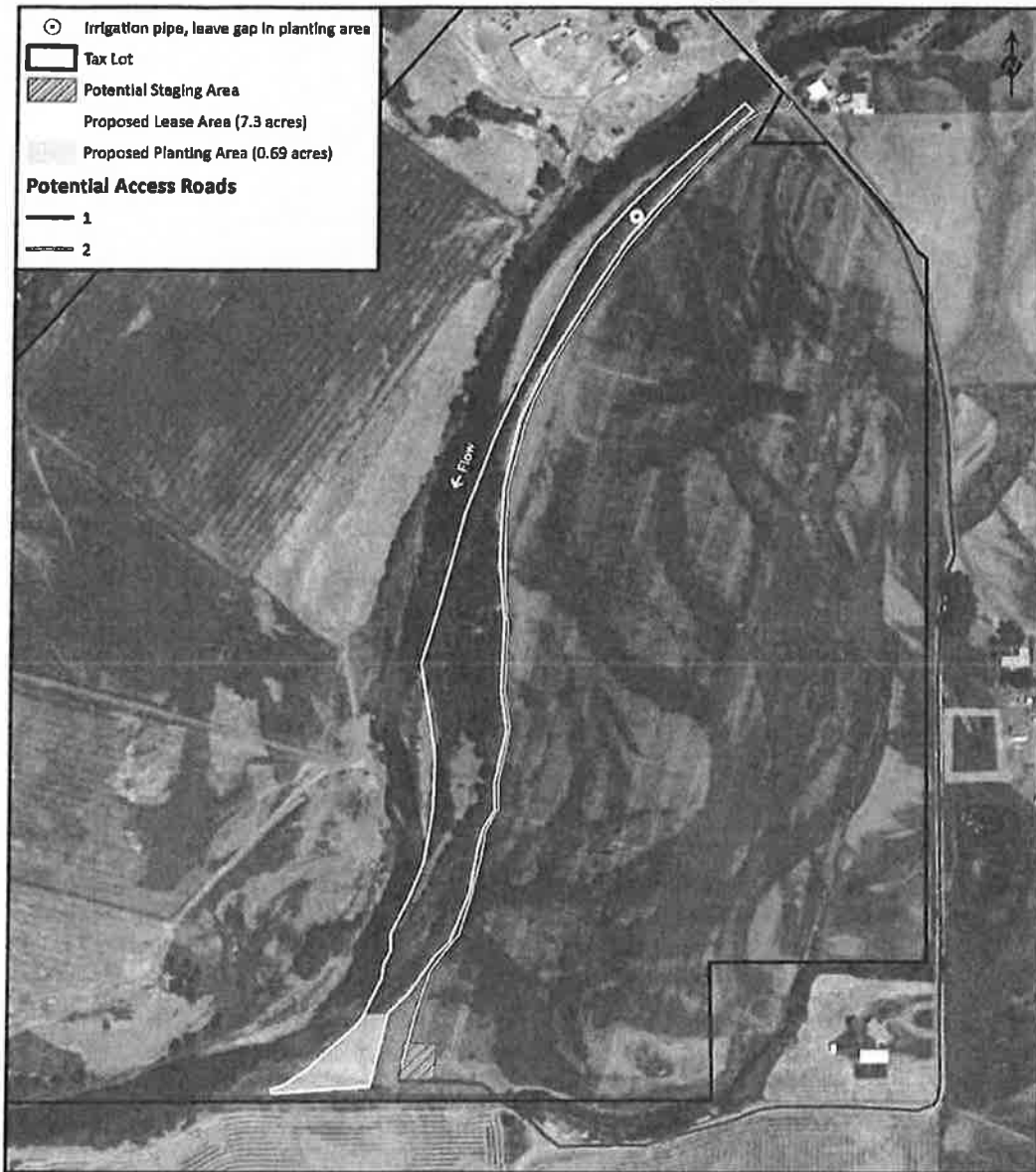
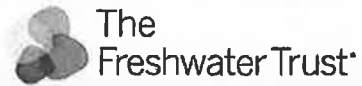
The project site is not currently grazed. Neither fencing nor off channel watering is not a component of this project.

Irrigation will be a project component only in the proposed planting area. Irrigation details will be provided in the future.

**[See attached Drawing.]**



# Weiser RM45.9 Proposed Lease Map



Date: 11/2/2017

0 250 500 Feet

Coordinate System: NAD 1983 UTM Zone 11N  
Projection: Transverse Mercator

(Not created by Idaho Power)



**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](http://idwr.idaho.gov) • Email: [idwrinfo@idwr.idaho.gov](mailto:idwrinfo@idwr.idaho.gov)

**BRAD LITTLE**  
Governor

**GARY SPACKMAN**  
Director

February 25, 2020

IDAHO POWER CO  
PO BOX 70  
BOISE, ID 83707

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO. 67-2210A, AGREEMENT 343**

Dear Renter:

Please find enclosed a receipt in the amount of **\$10.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 2.4 acre-feet of water for irrigation of 0.6 acres during 2020. 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, the rental fee will be retained by the Department to offset administrative costs.

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

Sincerely,

  
Water Supply Bank

Enclosures: Receipt No. C108252  
Rental Agreement (copy)

c: Nick Miller – IDWR Western Region  
Brandi Bonner – Water District No. 67



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](http://idwr.idaho.gov) • Email: [idwrinfo@idwr.idaho.gov](mailto:idwrinfo@idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

January 9, 2020

IDAHO POWER  
PO BOX 70  
BOISE ID 83707

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NOS. 67-2210A, AGREEMENT 343**

**\*\*\*TIME SENSITIVE RESPONSE REQUIRED\*\*\***

Dear Applicant:

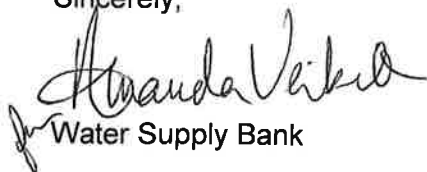
The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, 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.

**Please send a check for \$10.00** made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

The full fee for the rental of the above water right is \$10.00 per year. This fee includes the administrative fee of \$10.00 per year. Please note, the renter is obligated to pay only the administrative fees for the above water right.

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

Sincerely,

  
for Water Supply Bank

Enclosure

c: IDWR Front Desk

## Buyer, Remington

---

**From:** Kimberlee Myers <Kimberlee@thefreshwatertrust.org>  
**Sent:** Tuesday, January 7, 2020 5:24 PM  
**To:** Buyer, Remington  
**Cc:** Rob Kirschner; Hilary Cosentino  
**Subject:** Re: Water Supply Bank Rental Application 1346

Hello Remington,

The Freshwater Trust has no objection to Idaho Power Company taking over rental application 1346.

Thank you,

Kimberlee

On Jan 7, 2020, at 2:59 PM, Buyer, Remington <Remington.Buyer@idwr.idaho.gov> wrote:

Kimberlee,

Last year, the Freshwater Trust filed a Water Supply Bank rental application (number 1346) with the Idaho Department of Water Resources (IDWR) to rent water rights in the Weiser River basin, as part of a water quality enhancement project for Idaho Power, near Cambridge, Idaho. IDWR's review of the rental application is nearing completion and our office was recently contacted by Idaho Power who inquired about taking over the rental application from the Freshwater Trust.

The purpose of this email is to request a direct response from the Freshwater Trust, to confirm that the Trust has no objections to Idaho Power taking over rental application 1346. I am contacting you as you were the specified contact listed on rental application 1346. I am also cc'ing Rob Kirschner and Hilary Cosentino as they were contacts on the rental application.

Could you please reply to this email to confirm on behalf of the Freshwater Trust that the Trust has no objections to Idaho Power taking over rental application 1346?

Thank you,

**Remington Buyer**

Water Supply Bank Coordinator

Idaho Department of Water Resources

322 East Front Street, Boise, ID, 83720

T: (208) 287-4918 | F: (208) 287-6700



December 12, 2019

RECEIVED

DEC 16 2019

DEPARTMENT OF  
WATER RESOURCES

Remington Buyer  
Idaho Department of Water Resources  
322 E Front Street, Ste 648  
Boise, Idaho 83720-0098

Subject: Idaho Power Company Representation

Dear Mr. Buyer:

Kresta Davis-Butts, as representative of Idaho Power in matters associated with the company's water rights and water rentals and leases, has authorization to sign forms, applications and requests on behalf of the company. Please let me know if you have any questions or concerns.

Sincerely,

Tess Park

Vice President of Power Supply

## Buyer, Remington

---

**From:** Buyer, Remington  
**Sent:** Friday, December 6, 2019 4:58 PM  
**To:** 'Davis-Butts, Kresta'  
**Subject:** RE: Water Supply Bank Rental Agreement No. 343

Kresta,

Thanks for confirming that Idaho Power will be directly taking over this rental, instead of the Freshwater Trust. I'll have the rental agreement reissued to your office early next week.

Remington

**From:** Davis-Butts, Kresta [mailto:KDavis-Butts@idahopower.com]  
**Sent:** Wednesday, December 4, 2019 3:41 PM  
**To:** Bank <Bank@idwr.idaho.gov>  
**Subject:** Re: Water Supply Bank Rental Agreement No. 343

Dear Remington Buyer,

Consistent with your discussion with IPC counsel Sarah Higer, please reissue Water Supply Bank Rental Agreement No. 343 in the name of Idaho Power Co. rather than The Freshwater Trust. Please feel free to contact me, or Sarah, with any questions.

Best Regards,

Kresta

---

**Kresta Davis-Butts**

RESOURCE PLANNING AND OPERATIONS HYDROLOGY SENIOR MANAGER

Idaho Power | Resource Planning and Operations

208-388-2602

Email [kdavisbutts@idahopower.com](mailto:kdavisbutts@idahopower.com)

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### **IDAHO POWER LEGAL DISCLAIMER**

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## Memorandum

**To:** Water Rights 67-2210A  
**From:** Remington Buyer  
**Date:** December 9, 2019  
**Re:** Water Supply Bank Rental Application 1346 for Agreement 343

**Purpose/Narrative:** Application received on February 22, 2019 from The Freshwater Trust (TFT), requesting an irrigation rental for 2019 through 2021, to irrigate lands adjacent the Weiser River, just south of Cambridge, in Washington County. The applicant is a contractor of Idaho Power Company (IPC) and is planting and irrigating native plants, as part of a water quality improvement project, commissioned by IPC. A rental was approved for TFT in September of 2019, however after the Water Supply Bank issued the rental agreement, IPC elected to take over the water quality improvement project directly from TFT. Thus, this rental review memo is an updated version of the prior review memo, which lists IPC as the renter.

The annual diversion volumes are calculated to be less than five acre feet, so a temporary water use authorization could suffice for this irrigation use, however because this is intended to be a multi-year initiative, the applicants have submitted a Water Supply Bank rental request.

It was originally proposed that the water use intended under this rental application could be authorized through a rental of water right 67-197, which authorizes diversions of water from Seid Creek, a tributary of Pine Creek, which is tributary to the Weiser River. However, the Water District 67 watermaster confirmed Seid Creek is an intermittent stream, and Seid Creek water rights are subject to curtailment in early summer. Thus, the renter sought out a more secure water right for their rental and thereafter a lease of water right 37-2210A was proposed.

**Authority to File:** The rental use of water is intended to be on lands owned by Ronald Jaeger. The rental application includes a land lease agreement between Ronald Jaeger and IPC, acknowledging that agents of IPC and subcontractors may be party to the lease. Kresta Davis-Butts has requested that IPC be listed as the applicant, per a December 4, 2019 email. No concerns about authority to file.

**Water Right Validity/Forfeiture Evaluation:** Water right 67-2210A is a valid water right presently proposed for lease to the Water Supply Bank. No concerns about water right validity.

**Injury Evaluation:** There are approximately 12.5 miles between the lease and rental points of diversion (PODs) on the Weiser River. Within this 12.5 mile reach, eleven water rights authorize diversions of 81.83 cfs of natural flow water from the Weiser River (see table to the right).

Injury would occur if diversions under this rental deprived prior appropriations of natural flow entitlements that would otherwise flow to them under their water rights. As such, to avoid injury, this rental should be subordinate to all existing, in-priority water rights that divert between the lease and rental locations.

Water Right	Priority Date	Diversion Rate
67-23	7/7/1883	20.000
67-24	11/1/1887	14.000
67-25	5/1/1889	10.000
67-4434	6/1/1921	32.000
<i>Middle Valley Ditch Company WRs:</i>		<b>76.000</b>
67-12602	6/28/1934	0.020
67-7102	5/5/1972	2.000
67-7167	8/24/1973	1.450
67-14365	5/7/1974	0.760
67-14788	5/7/1974	0.140
67-14789	5/7/1974	0.210
67-7396	6/16/1978	1.250
<i>Other Weiser River water Rights:</i>		<b>5.830</b>
<i>Total Water Right Diversions:</i>		<b>81.830</b>



**Enlargement of Use:** Because the water right proposed to be rented is a waste water right, enlargement could occur if the amount of waste water, exchanged for Weiser River water, diverted at the rental POD, exceeded the amount of waste water that flowed into and remained instream in the Weiser River at the authorized PODs under water right 67-2210A.

To avoid enlargement, this rental will require that measurement devices be installed at the two PODs associated with the lease location, to ensure that the net amount of waste water flowing into the Weiser River is equal to, or exceeds, the amount of water being diverted at the second lease POD AND at the rental location POD. This rental will be conditioned to only permit diversions of waste water, exchanged for Weiser River water, at the rental location, when water right 67-2210A is in priority AND when waste water flows into the Weiser River under 67-2210A are equal to or exceed the sum of diversions from the Weiser River under 67-2210A at the lease and rental locations.

**Local Public Interest:** Staff have no information to suggest this rental is contrary to local public interests.

**Beneficial Use/Conservation of Water Resources:** Irrigation is a beneficial use and the irrigation practices appear to be consistent with the conservation of water resources.

**Department/Watermaster Comments:** This rental approval is subject to review and recommendations from IDWR Western Region and Water District 67 staff. Comments were requested and no objections were received.

**Water Supply Bank Evaluation:** It is recommended this rental be approved.

## **Buyer, Remington**

---

**From:** Brandi Horton-Bonner <watermaster67@hotmail.com>  
**Sent:** Thursday, October 3, 2019 10:08 AM  
**To:** Buyer, Remington  
**Subject:** Re: Lease and Rental of Water Right 67-2210A

Hi Buyer,

I finally had a moment to read through your documents, and everything looks good to me. It appears just as discussed, so far as I know. I see no objections...

Have a great day,

Brandi Bonner  
Watermaster-Dist.67  
2297 Snapp Lane  
Midvale, ID 83645  
(208) 550-0313

Brandi Horton-Bonner  
Watermaster-Dist.67  
2297 Snapp Lane  
Midvale, ID 83645  
(208) 550-0313

----- Original message -----

**From:** "Buyer, Remington" <Remington.Buyer@idwr.idaho.gov>  
**Date:** 9/27/19 3:01 PM (GMT-07:00)  
**To:** "Miller, Nick" <Nick.Miller@idwr.idaho.gov>, Brandi Horton-Bonner <watermaster67@hotmail.com>  
**Subject:** Lease and Rental of Water Right 67-2210A

Nick, Brandi,

I've completed a review of the lease of a portion of water right 67-2210A, and how it might be rented by the Freshwater Trust, via rental application 1346.

Because the source of water for 67-2210A is waste water, avoiding injury and enlargement via the rental requires considerable administration, but it seems possible. Attached to this email are my review memos and draft lease and rental approvals, and maps.

Please advise if you have any questions, comments or concerns about either proposal.

Regards,

Remington  
**Water Supply Bank Coordinator**  
(208) 287-4918

## Memorandum

**To:** Water Rights 67-2210A  
**From:** Remington Buyer  
**Date:** September 27, 2019  
**Re:** Water Supply Bank Rental Application 1346 for Agreement 343

**Purpose/Narrative:** Application received on February 22, 2019 from The Freshwater Trust, requesting an irrigation rental for 2019 through 2021, to irrigate lands adjacent the Weiser River, just south of Cambridge, in Washington County. The applicant is a contractor of Idaho Power and is planting and irrigating native plants, as part of a water quality improvement project, commissioned by Idaho Power.

The annual diversion volumes are calculated to be less than five acre feet, so a temporary water use authorization could suffice for this irrigation use, however because this is intended to be a multi-year initiative, the applicants have submitted a Water Supply Bank rental request.

It was originally proposed that the water use intended under this rental application could be authorized through a rental of water right 67-197, which authorizes diversions of water from Seid Creek, a tributary of Pine Creek, which is tributary to the Weiser River. However, the Water District 67 watermaster confirmed Seid Creek is an intermittent stream, and Seid Creek water rights are subject to curtailment in early summer. Thus, the renter sought out a more secure water right for their rental and thereafter a lease of water right 37-2210A was proposed.

67-

**Authority to File:** The rental use of water is intended to be on lands owned by Ronald Jaeger and the rental application has been submitted by Kimberlee Myers, Operations Director of the Freshwater Trust. The rental application includes a land lease agreement between Ronald Jaeger and Idaho Power, acknowledging that contractors, subcontractors and agents of Idaho Power may be party to the lease. It is understood that the Freshwater Trust has submitted this rental request as an agent/subcontractor of Idaho Power. No concerns about authority to file.

**Water Right Validity/Forfeiture Evaluation:** Water right 67-2210A is a valid water right presently proposed for lease to the Water Supply Bank. No concerns about water right validity.

**Injury Evaluation:** There are approximately 12.5 miles between the lease and rental points of diversion (PODs) on the Weiser River. Within this 12.5 mile reach, eleven water rights authorize diversions of 81.83 cfs of natural flow water from the Weiser River (see table to the right).

Injury would occur if diversions under this rental deprived prior appropriations of natural flow entitlements that would otherwise flow to them under their water rights. As such, to avoid injury, this rental should be subordinate to all existing, in-priority water rights that divert between the lease and rental locations.

Water Right	Priority Date	Diversion Rate
67-23	7/7/1883	20.000
67-24	11/1/1887	14.000
67-25	5/1/1889	10.000
67-4434	6/1/1921	32.000
<i>Middle Valley Ditch Company WRs:</i>		<b>76.000</b>
67-12602	6/28/1934	0.020
67-7102	5/5/1972	2.000
67-7167	8/24/1973	1.450
67-14365	5/7/1974	0.760
67-14788	5/7/1974	0.140
67-14789	5/7/1974	0.210
67-7396	6/16/1978	1.250
<i>Other Weiser River water Rights:</i>		<b>5.830</b>

*Total Water Right Diversions:* **81.830**

**Enlargement of Use:** Because the water right proposed to be rented is a waste water right, enlargement could occur if the amount of waste water, exchanged for Weiser River water, diverted at the rental POD, exceeded the amount of waste water that flowed into and remained instream in the Weiser River at the authorized PODs under water right 67-2210A.

To avoid enlargement, this rental will require that measurement devices be installed at the two PODs associated with the lease location, to ensure that the net amount of waste water flowing into the Weiser River is equal to, or exceeds, the amount of water being diverted at the second lease POD AND at the rental location POD. This rental will be conditioned to only permit diversions of waste water, exchanged for Weiser River water, at the rental location, when water right 67-2210A is in priority AND when waste water flows into the Weiser River under 67-2210A are equal to or exceed the sum of diversions from the Weiser River under 67-2210A at the lease and rental locations.

**Local Public Interest:** Staff have no information to suggest this rental is contrary to local public interests.

**Beneficial Use/Conservation of Water Resources:** Irrigation is a beneficial use and the irrigation practices appear to be consistent with the conservation of water resources.

**Department/Watermaster Comments:** This rental approval is subject to review and recommendations from IDWR Western Region and Water District 67 staff. Comments will be requested.

**Water Supply Bank Evaluation:** Subject to favorable review by regional office staff, it is recommended this rental be approved.

RECEIVED

JUN 12 2019

DEPARTMENT OF  
WATER RESOURCES

State of Idaho

Department Of Water Resources

**WATERMASTER RECOMMENDATION FORM**

**Water District #** 67 - Weiser River

**Application #** Water Supply Bank Rental Application 1346

**Applicant Name** Freshwater Trust

Watermaster Recommendation:

- a) ☒ I do not oppose approval of this application.
- b) ☐ I do not oppose approval of this application if it is conditioned as follows:

- c) ☐ I oppose approval of this application for the following reasons:

- d) ☒ Additional comments:  
The renter needs to be made aware that Seid Creek is an intermittent stream, which (depending on weather conditions) will be dried up within the next couple of weeks. Therefore, though they have a decent priority date, when there is no longer water available in Seid Creek, diversion of water under this rental agreement will be curtailed.

Dated this 12 day of June, 2019

\_\_\_\_\_  
Watermaster Signature

Brandi S. Horton-Bonner

Printed Name

## Memorandum

**To:** Water Rights 67-197

**From:** Remington Buyer

**Date:** May 28, 2019

**Re:** Water Supply Bank Rental Application 1346 for Agreement 343

**Purpose/Narrative:** Application received on February 22, 2019 from The Freshwater Trust, requesting an irrigation rental for 2019 through 2021, to irrigate lands adjacent the Weiser River, just south of Cambridge, in Washington County. The applicant is a contractor of Idaho Power and is planting and irrigating native plants, as part of a water quality improvement project, commissioned by Idaho Power.

The annual diversion volumes are calculated to be less than five acre feet, so a temporary water use authorization could suffice for this irrigation use, however because this is intended to be a multi-year initiative, the applicants have submitted a Water Supply Bank rental request.

It is proposed that the water use intended under this rental application be authorized through a rental of water right 67-197. Water right 67-197 authorizes diversions of water from Seid Creek, a tributary of Pine Creek. Pine Creek is itself a tributary of the Weiser River. The confluence of Pine Creek and the Weiser River is approximately 1,500 feet downstream of the proposed rental point of diversion on the Weiser River.

**Authority to File:** The rental use of water is intended to be on lands owned by Ronald Jaeger and the rental application has been submitted by Kimberlee Myers, Operations Director of the Freshwater Trust. The rental application includes a land lease agreement between Ronald Jaeger and Idaho Power, acknowledging that contractors, subcontractors and agents of Idaho Power may be party to the lease. It is understood that the Freshwater Trust has submitted this rental request as an agent/subcontractor of Idaho Power. No concerns about authority to file.

**Water Right Validity/Forfeiture Evaluation:** Water right 67-197 is a valid water right presently leased to the Water Supply Bank. No concerns about water right validity.

**Injury Evaluation:** There is approximately 1,500 feet between the rental point of diversion on the Weiser River, and place where Pine Creek flows into the Weiser River. There are no recorded points of diversion between the requested rental point of diversion and the confluence of Pine Creek and the Weiser River. No injury is apparent between the rental location and the confluence of Pine Creek and the Weiser River.

This rental proposes to move a water right that authorizes irrigation diversions from the upper reaches of the Pine Creek drainage, into and down the entirety of Pine Creek. Water right 67-197 has been fully leased to the Bank from 2011 through 2015 and from 2017 to the present. As such, water that is authorized to be diverted from Seid Creek and put to use above Pine Creek has likely been flowing in Pine Creek during recent years. No injury is apparent to Seid and Pine Creek appropriators who are senior to water right 67-197, however if the renter called for the delivery of this Seid Creek water right to the bottom of Pine Creek, it could possibly deprive water to some junior appropriators who in recent years might have come to depend upon the non-diversion of 67-197. Regardless, water right 67-197 has been protected from forfeiture by lease to the Water Supply Bank and the authorized diversion of a senior water right cannot injure junior water rights. As such, no injury is apparent to Seid and Pine Creek appropriators. **Note:** Seid and Pine Creek water rights junior and senior to water right 67-197 are listed in an appendix to this memo.

**Enlargement of Use:** The Seid Creek water right authorizes irrigation at a low rate per acre (0.009 cfs/ac). To avoid enlargement, a larger amount of water right 67-197 will be rented to the applicant, to authorize a per-acre diversion rate of 0.03 cfs, as requested in their application. Additionally, a condition limiting diversion under this rental to times when water is available for diversion at the authorized lease location is also be included, as is a condition to acknowledge that this rental is similar to an exchange of water rights in Seid Creek and the Weiser River.

**Local Public Interest:** Staff have no information to suggest this rental is contrary to local public interests.

**Beneficial Use/Conservation of Water Resources:** Irrigation is a beneficial use and the irrigation practices appear to be consistent with the conservation of water resources.

**Department/Watermaster Comments:** This rental approval is subject to review and recommendations from IDWR Western Region and Water District 67 staff. Comments will be requested.

**Water Supply Bank Evaluation:** Subject to favorable review by regional office staff, it is recommended this rental be approved.



## Appendix to Rental Review Memo:

### Summary of Seid & Pine Creek Water Rights Between the Lease Location for Water Right 67-197, and the Confluence of Pine Creek and the Weiser River

Seid Creek Water Rights Senior to 67-197 (2)				
67-13505	6/1/1883	Seid Creek	Stockwater	0.020
67-12123	6/1/1883	Seid Creek	Stockwater	0.020
Total				0.040

Pine Creek Water Rights Senior to 67-197 (26)				
67-183	6/1/1879	Pine Creek	Irrigation	0.940
67-185B	5/1/1880	Pine Creek	Irrigation	0.820
67-14879	5/1/1880	Pine Creek	Irrigation	0.180
67-14880	5/1/1880	Pine Creek	Irrigation	0.780
67-188	5/1/1884	Pine Creek	Irrigation	0.100
67-186B	6/1/1884	Pine Creek	Irrigation	0.280
67-14881	6/1/1884	Pine Creek	Irrigation	0.060
67-14882	6/1/1884	Pine Creek	Irrigation	0.260
67-187	6/5/1884	Pine Creek	Irrigation	0.350
67-192C	5/1/1886	Pine Creek	Irrigation	0.015
67-191A	6/1/1886	Pine Creek	Irrigation	0.530
67-191B	6/1/1886	Pine Creek	Irrigation	0.100
67-195	8/15/1888	Pine Creek	Irrigation	0.620
67-193B	5/1/1889	Pine Creek	Irrigation	0.410
67-10190	5/1/1890	Pine Creek	Stockwater	0.020
67-15008	5/1/1890	Pine Creek	Irrigation	0.260
67-15009	5/1/1890	Pine Creek	Irrigation	0.250
67-15258	5/1/1890	Pine Creek	Irrigation	0.140
67-201	6/3/1890	Pine Creek	Irrigation	0.950
67-12320	5/1/1891	Pine Creek	Irrigation	2.080
67-14662	5/1/1891	Pine Creek	Irrigation, Stockwater	1.220
67-204	5/1/1891	Pine Creek	Irrigation	0.120
67-206	6/1/1891	Pine Creek	Irrigation	0.180
67-15115	6/1/1891	Pine Creek	Irrigation	0.180
67-207	5/1/1892	Pine Creek	Irrigation	0.140
67-208	5/1/1897	Pine Creek	Irrigation	0.130
				11.115

Pine Creek Water Rights Junior to 67-197 (21)				
67-14387	5/1/1902	Pine Creek	Irrigation	0.010
67-14388	5/1/1902	Pine Creek	Irrigation	0.110
67-189	5/1/1904	Pine Creek	Irrigation	0.240
67-224A	5/1/1904	Pine Creek	Irrigation	0.100
67-224B	5/1/1904	Pine Creek	Irrigation	0.050
67-10776	5/1/1904	Pine Creek	Irrigation	0.040
67-184	6/1/1905	Pine Creek	Irrigation	0.260
67-14408	2/24/1908	Pine Creek	Stockwater	0.020
67-190	5/1/1912	Pine Creek	Irrigation	0.110
67-4050	5/10/1918	Pine Creek	Irrigation	3.820
67-4059	5/10/1918	Pine Creek	Irrigation, Stockwater	0.730
67-4062	5/10/1918	Pine Creek	Irrigation, Stockwater	1.030
67-4458A	5/10/1918	Pine Creek	Irrigation	1.040
67-14391	5/10/1918	Pine Creek	Irrigation	0.022
67-14392	5/10/1918	Pine Creek	Irrigation	0.180
67-14883	5/10/1918	Pine Creek	Irrigation	0.140
67-14884	5/10/1918	Pine Creek	Irrigation	0.620
67-4058	3/15/1921	Pine Creek	Irrigation	0.470
67-4057	5/23/1926	Pine Creek	Irrigation	1.370
67-4068	3/15/1960	Pine Creek	Irrigation	0.130
67-7981	12/30/1994	Pine Creek	Irrigation, Stockwater	0.520
				11.012

## **Buyer, Remington**

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**From:** Buyer, Remington  
**Sent:** Tuesday, May 28, 2019 2:19 PM  
**To:** 'watermaster67@hotmail.com'; Miller, Nick  
**Subject:** Water Supply Bank Rental Application 1346  
**Attachments:** Draft Rental Agreement.docx; Rental Map - Agreement 343.pdf; Rental Review Memo.docx

Brandi, Nick,

Attached are my documents associated with a Water Supply Bank rental request for the Freshwater Trust, on behalf of Idaho Power. Please advise if you have any questions, comments or concerns about this proposed rental.

Thank you,

**Remington Buyer**  
Water Supply Bank Coordinator  
Idaho Department of Water Resources  
322 East Front Street, Boise, ID, 83720  
T: (208) 287-4918 | F: (208) 287-6700



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DEPARTMENT OF  
WATER RESOURCES

February 15, 2019

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

**RE: Water Supply Bank Rental Application**

Dear Remington,

The Freshwater Trust submits the enclosed Water Supply Bank rental application for your review. If approved, The Freshwater Trust will use the rented water to irrigate a riparian habitat project located on private property. Idaho Power Company (IPC) is a party to the enclosed lease agreement with the landowner, which allows IPC and its contractors to access the property. The Freshwater Trust is a contractor for IPC on this project, and therefore may access the property.

Please call me at (503) 222-9091 x 50 if you have any questions regarding the application. Thank you for your assistance.

Sincerely,

Rob Kirschner  
General Counsel  
The Freshwater Trust