

Sommer, Rachel

From: Diana Hooley <hooleydd@gmail.com>
Sent: Wednesday, October 11, 2017 11:02 AM
To: Sommer, Rachel
Subject: Transfer 80917

Good morning Rachel,

Please withdraw my application to Transfer 80917 in the names of Dale and Diana Hooley.

Thank you.

Dale Hooley

WITHDRAWN**RECEIVED****MAY 09 2016****WATER RESOURCES
WESTERN REGION****STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Transfer No. 80917**MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER**

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Dale and Diana Hooley**Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.**Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☒ ☐ #10 Other. Please describe: POU deed and POD agreement for transfer Part B (separate system, same water right owner)

RECEIVED

MAY 09 2016

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Dale and Diana Hooley Phone 208-366-2510
 Mailing address 26796 Indian Cove Lane, Hammett, ID 83627-5016 Email hooleydd@gmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative SPF Water Engineering Phone 208-383-4140
 Mailing address 300 E. Mallard Dr., Ste. 350, Boise, ID 83706 Email lgraves@spfwater.com

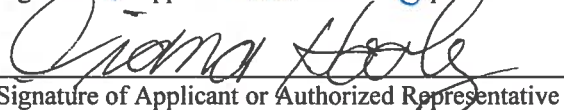
- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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.


 Signature of Applicant or Authorized Representative

DALE HOOLEY
 Print Name and Title if applicable

5-04-2016
 Date


 Signature of Applicant or Authorized Representative

DIANA HOOLEY
 Print Name and Title if applicable

5-5-16
 Date

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other split right into 2 systems

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.

Applicants propose to transfer part of right 2-7039 to acres they own and irrigate from a separate system. The reason is to allow early season diversion (3/15) on these lands without subordinating conditions, which right 2-7039 provides. The proposed lands are identified as Part B and are currently irrigated with water bank rental water.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	2-7039 (Part A)	9.07/2435	Irrigation	3/15 to 11/15	Snake River
☐ ☒	2-7039 (Part B)	2.63/705	Irrigation	3/15 to 11/15	Snake River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 11.7 cfs and/or 3140 acre-feet.

2. Total amount of water proposed to be transferred or changed 11.7 cubic feet per second and/or 3140 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
n	2		SW	NW	34	5S	7E	Owyhee	Snake River	Part A pod - no change
y	2		SW	NE	2	6S	6E	Owyhee	Snake River	Part B pod - existing

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

	Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Part A	5S	7E	32			40	40					40			40	40	40	40		*320
			33			40				40	40	40	40	40	40	40	40			*360
Part B	6S	6E	11					34	33	36	38									141
Total Acres (for irrigation use)																				

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Existing pump stations equipped with measuring devices, pipe, pressurized irrigation systems

- b. Who owns the property at the point(s) of diversion? Part A: State of Idaho Part B: Idaho Power

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Applicant has an easement agreement with the State of Idaho for the current pod and also an easement agreement with Idaho Power for the pod proposed for Part B.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete [Attachment WSB](#).

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
For 2017 irrigation season, water bank rental water will be requested for acres to be transferred unless a permanent water supply is found, which applicant continues to pursue.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Part A: pou - none; pod - none (water rights for Indian Cove Water Co. are diverted from a nearby station)

Part B: pou - none; pod- none (water rights for the State of Idaho are diverted from nearby stations)

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 2-7039

Current Owner: DIANA HOOLEY
DALE HOOLEY

Priority Date: 6/10/1969

Origin: Water Right

Status: Active

Basis: Decreed

Source

SNAKE RIVER

Tributary

COLUMBIA RIVER

Beneficial Use

IRRIGATION

From To

03/15 to 11/15

Total DiversionDiversion Rate

11.7 CFS

11.7 CFS

Annual Volume

3140 AF

3140 AF

Location of Point(s) of Diversion

SNAKE RIVER
OWYHEE County

SW1/4NW1/4 Sec. 34, Twp 05S, Rge 07E B.M.

Place of UseIRRIGATION Within OWYHEE County

T05S R07E S32	SWNE	32.00	T05S R07E S32	SENE	39.00
T05S R07E S32	NESW	37.00	T05S R07E S32	SESW	40.00
T05S R07E S32	NESE	40.00	T05S R07E S32	NWSE	40.00
T05S R07E S32	SWSE	40.00	T05S R07E S32	SESE	40.00
T05S R07E S33	SWNE	40.00	T05S R07E S33	SWNW	40.00
T05S R07E S33	SENE	40.00	T05S R07E S33	NESW	40.00
T05S R07E S33	NWSW	40.00	T05S R07E S33	SWSW	40.00
T05S R07E S33	SESW	40.00	T05S R07E S33	NWSE	40.00

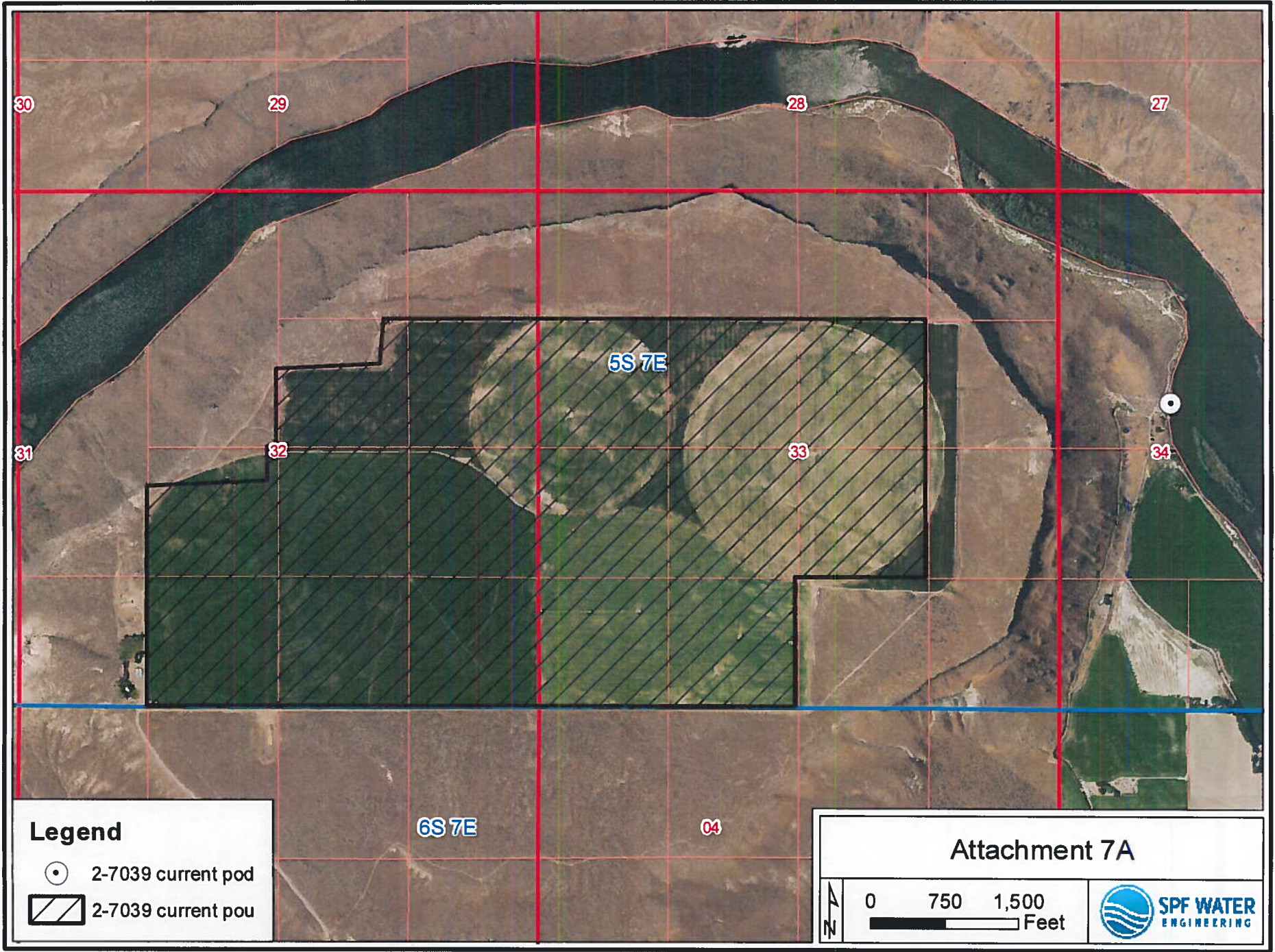
Total Acres: 628

Conditions of Approval:

1. 001 A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 6/15/2009

80917



Legend

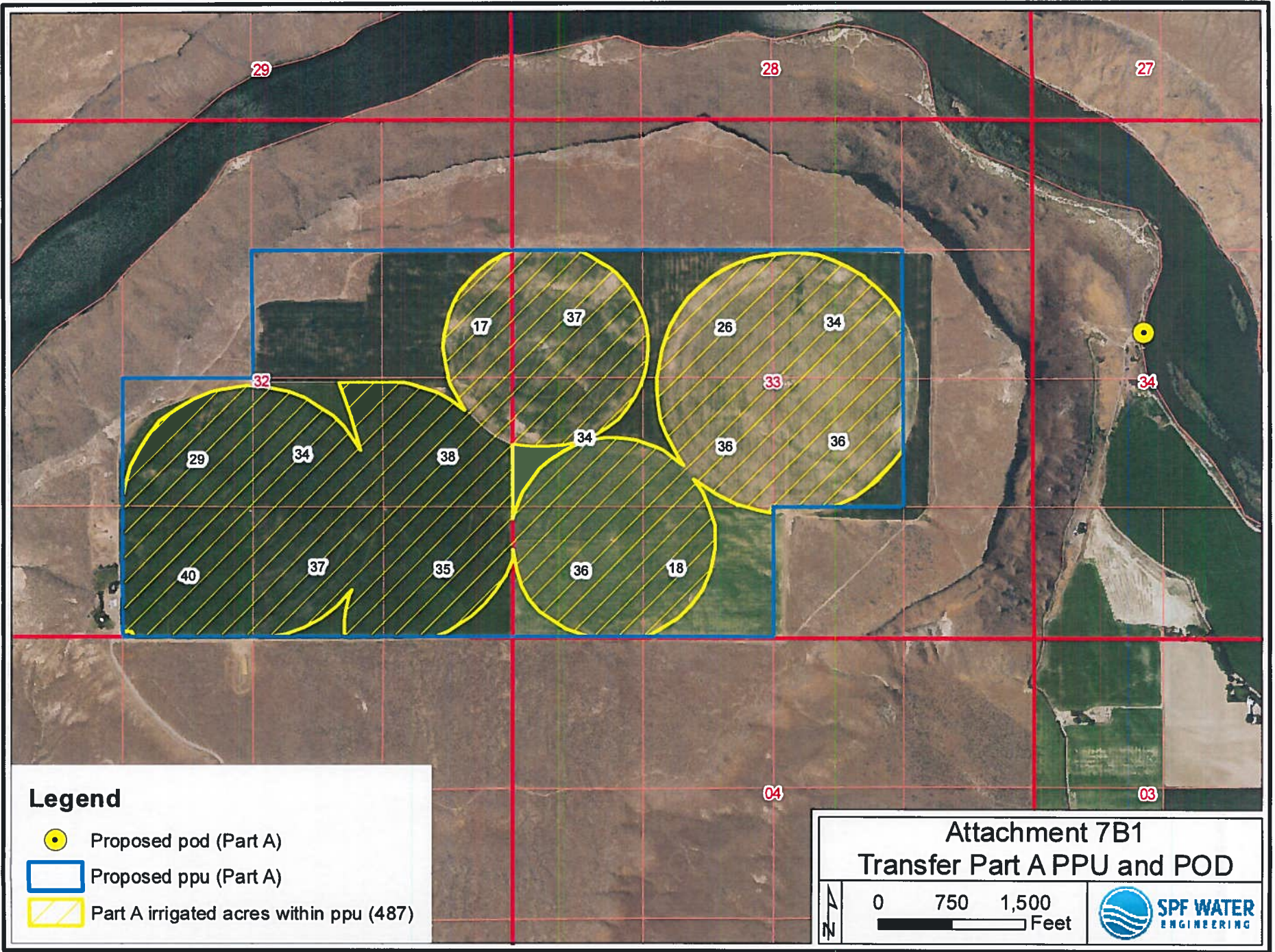
- 2-7039 current pod
- ▨ 2-7039 current pou

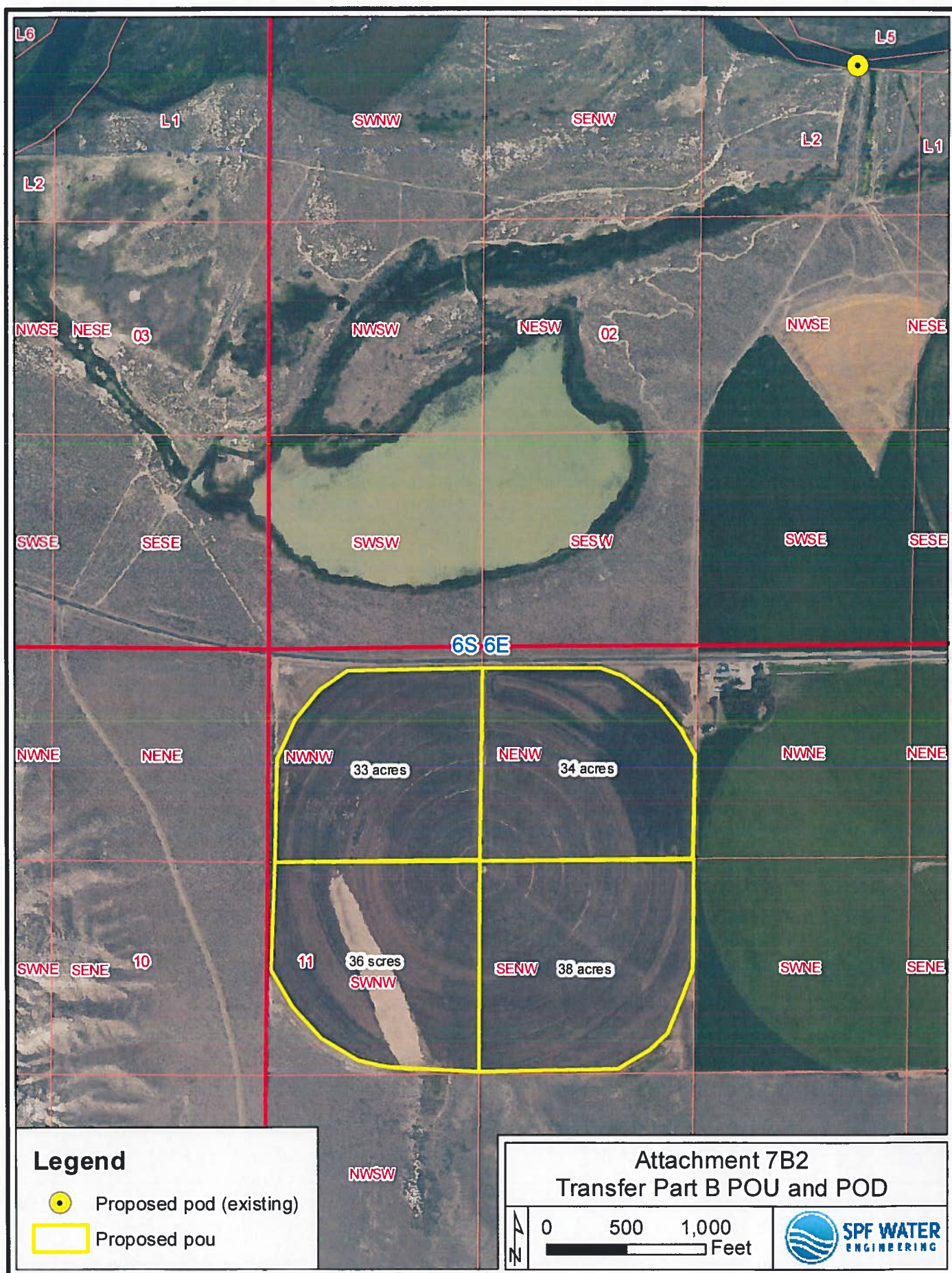
Attachment 7A

0 750 1,500 Feet

SPF WATER ENGINEERING

80917





WARRANTY DEED

Asa L. Black, a married man as his sole and separate property a twenty-five percent (25%)

FOR VALUE RECEIVED Robert C. Black, a married man as his sole and separate property a thirty seven and one-half percent (37.5%)

Joseph E. Black, a married man as his sole and separate property a thirty seven and one-half percent (37.5%)

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Dale Hooley and Diana Hooley, husband and wife

GRANTEE(S), whose current address is: 26796 Indian Cove Ln
the following described real property in Owyhee
more particularly described as follows, to wit:

Hammett, Id 83627

County, State of Idaho,

See attached legal description

Instrument # 250947

MURPHY, OWYHEE, IDAHO

2005-02-17

03:08:37 No. of Pages: 2

Recorded for: ALLIANCE TITLE COMPANY

CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy B. Evans Fee: 6.00

Index to: DEED, WARRANTY

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever. , except those of record.

Dated: February 14, 2005

Asa L. Black

Asa L. Black

Robert C. Black

Robert C. Black

Joseph E. Black

Joseph E. Black

STATE OF Idaho, County of Elmore, ss.

On this 15th day of February
in the year of _____, before me, the undersigned, a Notary

Public in and for said State, personally appeared _____

Asa L. Black

Joseph E. Black

Robert C. Black

known or identified to me to be the person S whose name
are subscribed to the within instrument, and

acknowledged to me that they executed the same

The Northwest Quarter of Section 11, Township 6 South, Range 6 East, Boise Meridian, Owyhee County, Idaho.

EXCEPT that portion deeded to Owyhee County for road purposes in a Warranty Deed recorded March 3, 1954, in Book 45 of Deeds at Page 248, described as follows:

A strip of land lying within the Northeast Quarter Northwest Quarter and Northwest Quarter Northwest Quarter, Section 11, Township 6 South, Range 6 East, Boise Meridian, the center line of which is described as follows:

Beginning at a point 72.8 feet

North $0^{\circ}27'$ West along a quarter line from the Northeast corner of said Northeast Quarter Northwest Quarter, Section 11; thence a strip of land 70 feet wide, lying 35 feet on each side of the center line

South $89^{\circ}33'$ West 1869.4 feet to a point of curvature; thence along a curve right having a radius of 5729.58 feet a distance of approximately 650.5 feet; thence a strip of land 35' on the left of the center line and varying on the right of center line from 35 feet to 15.7 feet for a distance of approximately 170 feet along the said curve to a point on the West line of said Northwest Quarter Northwest Quarter, Section 11, which point is 15.7 feet

South $0^{\circ}27'$ East of the Northwest corner of said Section 11.



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

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

February 15, 2007

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

Dear Dale:

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

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

Sincerely,


Les Hogg

enclosures



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

LICENSED PROJECTS

Issued: February 9, 2007

By: Margaret I. Johnson
Leader, Land Management

SPECIAL USE PERMIT

No. 2055-S-006

Permission is hereby granted by Idaho Power Company (IPC) to Mr. Dale Hooley, hereinafter called Permittee, to use a portion of the area contained within the boundaries of the federally licensed C.J. Strike hydroelectric project (Project). This permission is subject to the conditions set out below and pertains to the following described lands or improvements located in a portion of the North Half of Section 2, Township 6 South, Range 6 East, Owyhee County, Idaho, more particularly described as follows:

A strip of land 30 feet wide, being 15 feet on each side of a centerline, lying in Government Lot 2, Section 2, Township 6 South, Range 6 East, B.M., Owyhee County, Idaho, said centerline more particularly described as follows:

Commencing at the Southwest corner of said Section 2, thence N00°43'22"E 2654.41 feet, along the West Section Line to the West ¼ Corner of said Section 2;

Thence, N89°12'14"E 3452.88 feet along the centerline of said Section 2 to the True Point of Beginning;

Thence, N07°56'40"E 150.36 feet, to a point;

Thence, N08°05'17"E 777.90 feet to the Point of Terminus of this description.

This Special Use Permit (Permit) is issued for the purpose of: the construction, use, and maintenance of an irrigation pumping station and buried pipeline including necessary ingress and egress as needed to utilize the facility.

CONDITIONS

1. The term of this Permit, unless otherwise terminated pursuant to the terms

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

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

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

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

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

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

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

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

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

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

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

levels.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By Dale Hooley
Mr. Dale Hooley, PERMITTEE



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 17, 2017

DALE W HOOLEY FARMS
26796 INDIAN COVE LN
HAMMETT ID 83627-5016

Re: Withdrawal of Application for Transfer No. 80917

Dear Applicants:

The Department has received your recent withdrawal of the above referenced application. For your convenience a copy of the withdrawal and application are enclosed.

In addition, a refund request in the amount of \$1,380.00 has also been submitted for processing. Upon approval, it will be sent to you under separate cover.

Please feel free to contact our office at 208-334-2190 if you have additional questions in this matter. Also, more information about water rights and other matters administered by this agency is available on the Internet at www.idwr.idaho.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rachel Neely', with a long horizontal line extending to the right.

Rachel Neely
Administrative Assistant
Western Regional Office

Enclosures

Sommer, Rachel

From: Sommer, Rachel
Sent: Monday, October 16, 2017 4:26 PM
To: Marston, Sascha
Subject: Refund: Hooley

TO: Sascha Marston
FROM: Rachel Sommer
DATE: October 16, 2017
RECORD: Transfer 80917 / Water Right 2-7039
RE: Refund
RECEIPT: W044171

On May 9, 2016 the Department received a transfer in the names of Dale and Diana Hooley. The application was placed on a 12 month hold by the applicants and then withdrawn on October 11, 2017. No processing occurred on the transfer, a refund may be issued.

Please issue a refund of \$1380 to:

DALE W HOOLEY FARMS
26796 INDIAN COVE LN
HAMMETT ID 83627-5016

Sommer, Rachel

From: Sommer, Rachel
Sent: Wednesday, October 04, 2017 3:46 PM
To: 'Lori Graves'
Subject: 80917 Application for Transfer

Good Afternoon Lori,

On September 22, 2016 you requested a 12 month hold on Transfer 80917 in the names of Dale and Diana Hooley. Please let me know how you wish to continue with the application.

Sincerely,

Rachel Sommer | Water Resource Agent, Senior
Idaho Dept. of Water Resources | Western Regional Office
208.334.2190 | 2735 Airport Way, Boise ID 83705



SPF WATER
ENGINEERING

September 22, 2016

RECEIVED

SEP 26 2016

WATER RESOURCES
WESTERN REGION

Angie Grimm
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Transfer No. 80917

Dear Angie,

On behalf of Dale Hooley, this letter is a request for the Department to place Transfer No. 80917 on hold for 12 months. This will give the applicant time to determine and/or confirm if some Snake River water rights may become available soon for purchase.

Thank you very much for your consideration and assistance in this matter. Please call me if you have any questions.

Sincerely,

Lori Graves
Water Rights Specialist

Cc: Dale Hooley

Enclosures

SPF file number: 1222.0010



May 5, 2016

RECEIVED
MAY 09 2016
WATER RESOURCES
WESTERN REGION

Angie Grimm
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: *Application for Transfer*

Dear Angie,

Enclosed on behalf of the Dale and Diana Hooley, is an *Application for Transfer* seeking to transfer part of right 2-7039 to acres they own and irrigate from a separate system. The reason is to allow early season diversion (3/15) on these lands without subordinating conditions, which right 2-7039 provides. The proposed lands are identified as Part B and are currently irrigated with water bank rental water. A permissible place of use has also been proposed for the remaining acres identified as Part A.

Check No. 2906 for \$1,380 is enclosed for the filing fee. Thank you very much for your consideration and assistance in this matter. Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Lori Graves".

Lori Graves
Water Rights Specialist

Cc: Dale Hooley

Enclosures

SPF file number: 1222.0010