

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT NO. 59

This is to certify that:

DALE HOOLEY
26761 INDIAN COVE LN
HAMMETT, ID 83627-5016

RECEIVED

JAN 24 2017

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

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
2-2261C	12/19/1963	SNAKE RIVER	0.36	90.0	18.0	0.02	5.0
2-10399	7/30/1969	SNAKE RIVER	1.40	315.0	70.0	0.02	4.5
2-10421	7/30/1969	SNAKE RIVER	0.26	58.5	13.0	0.02	4.5
2-10423	7/30/1969	SNAKE RIVER	0.80	180.0	40.0	0.02	4.5
Combined Rental Totals			2.82	643.5	141.0	0.02	4.5

Term of Rental: This rental shall take effect when all parties have signed it and shall continue in effect until December 31, 2018.

Annual Rental Fee:

2017: \$10,939.50
2018: \$12,870.00

The full fee for the rental of the above-described right(s) is \$10,939.50 for 2017 and \$12,870.00 for 2018. The rental fee includes an administrative fee of \$1,093.95 for 2017 and \$1,287.00 for 2018.

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.

Total Water Use Authorized Under Rental Agreement 59

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	2.82	*564.0	141.0	0.02	4.0
Combined Total	2.82	*564.0	141.0	0.02	4.0

*** The authorized water usage reflects a reduction from the water right elements rented to account for the reduced standard headgate volume at the rental place-of-use.**

Detailed water right conditions are attached.

SUPPORT DATA
IN FILE # 2-2261C

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:


Signature of Renter

1-23-2017
Date

DALE HOODLEY
Printed Name

Owner
Title

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

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By 
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 1/27/2017

Rental approved by IDWR 

Date 1-27-2017

WATER SUPPLY BANK RENTAL AGREEMENT NO. 59**RECEIVED****JAN 24 2017****DEPARTMENT OF
WATER RESOURCES****WATER USE DETAILS****LOCATION OF POINT(S) OF DIVERSION**

SNAKE RIVER

2(SWNE) Sec. 2, Twp 06S, Rge 06E,

OWYHEE County

Beneficial Use
IRRIGATION**Diversion Rate**
2.82 CFS**Volume**
564.0 AF**BENEFICIAL USE & SEASON OF USE**

Water Right No.	From	To	Diversion Rate
2-2261C	3/15	11/15	0.36 CFS
2-10399	3/1	10/31	1.40 CFS
2-10421	3/1	10/31	0.26 CFS
2-10423	3/1	10/31	0.80 CFS

RENTERS PLACE OF USE: IRRIGATION

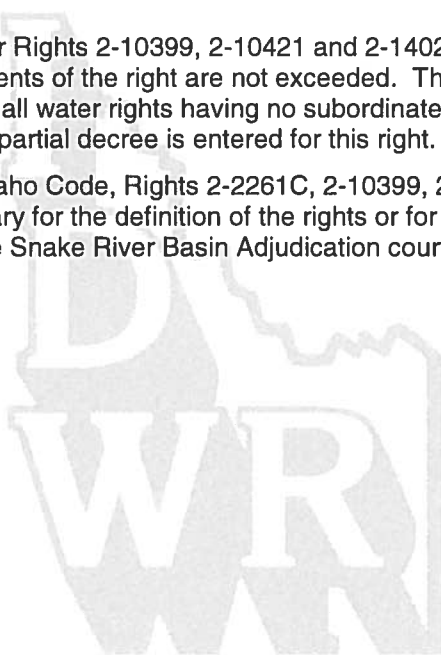
Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	06E	11					35.0	33.0	35.0	38.0									141.0

Total Acres: 141.0

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 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.
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. 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. This rental for mitigation by non-use may be ineffective if the mitigating water right is not in priority.
7. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
8. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
9. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 2.

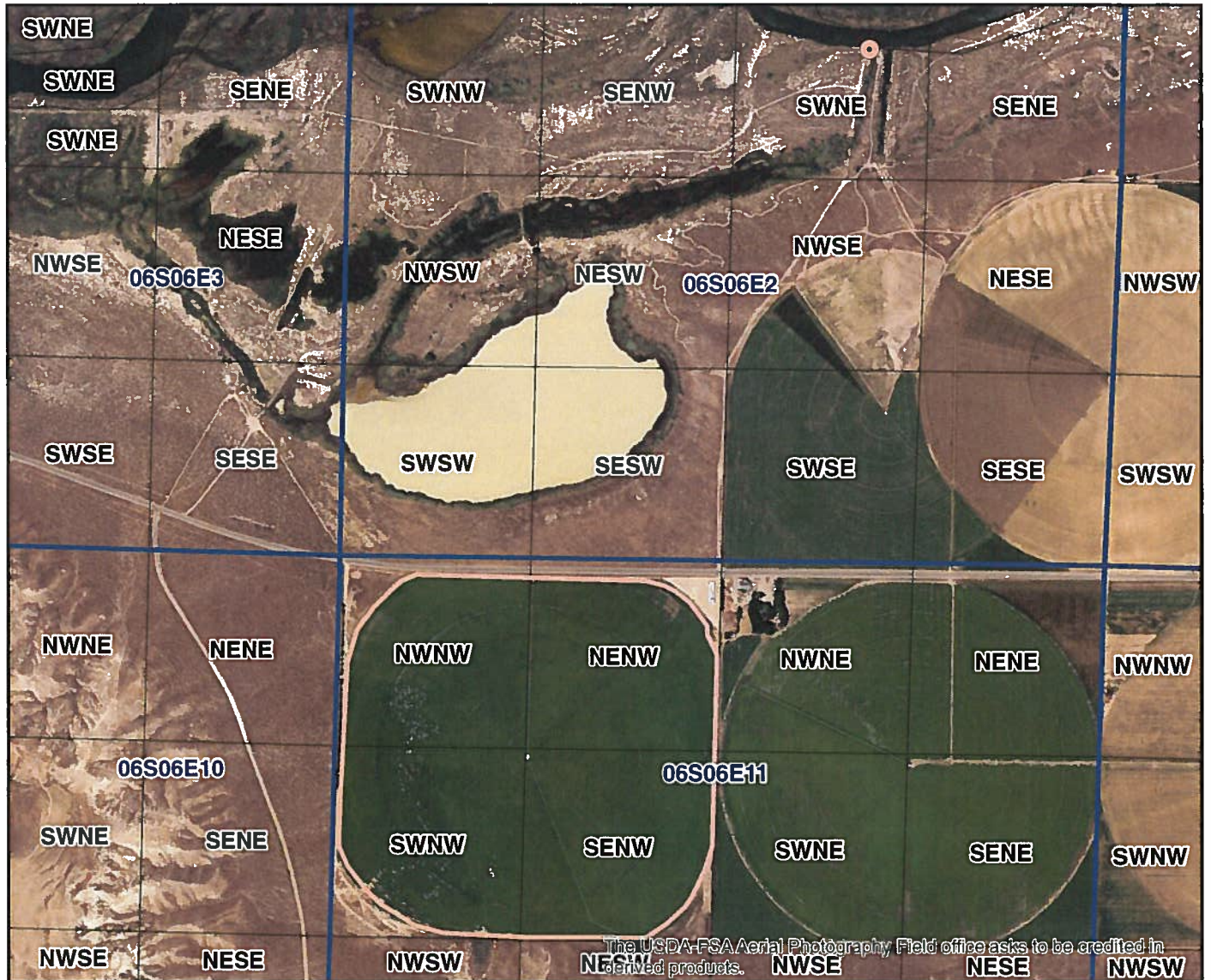
10. Right 2-10399 is limited to the irrigation of 70 acres within the place of use described above in a single irrigation season.
11. Right 2-10421 is limited to the irrigation of 13 acres within the place of use described above in a single irrigation season.
12. Right 2-10423 is limited to the irrigation of 40 acres within the place of use described above in a single irrigation season.
13. Right 2-2261C is limited to the irrigation of 18 acres within the place of use described above in a single irrigation season.
14. Rights 2-2261C, 2-10399, 2-10421, and 2-10423 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 lands above.
15. This rental agreement does not grant any right-of-way or easement across the land of another.
16. The use of water for irrigation under Right 2-2261C may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.
17. The use of water for irrigation under Rights 2-10399, 2-10421 and 2-14023 may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
18. Pursuant to Section 42-1412(6), Idaho Code, Rights 2-2261C, 2-10399, 2-10421, and 2-10423 are subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.



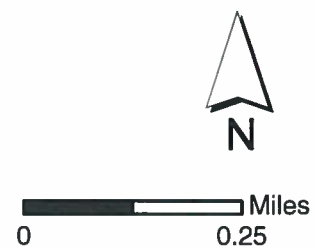
Idaho Water Resource Board
Water Supply Bank Rental Agreement

Effective until December 31, 2018

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
- Townships
- PLS Sections
- Quarter Quarters



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

RECEIVED

OCT 06 2015

DEPARTMENT OF
WATER RESOURCES

Applicant Name: Dale Hooley

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

Yes ☐ No ☒

If yes, specify companion water rights in Section 4

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

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

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

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

MINIMUM REQUIREMENT CHECKLIST

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

Yes

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

Attachment N/A Yes

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

Department Use Only – Proposed Water Right(s)

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Dale Hooley

Mailing Address <u>26761 Indian Cove Lane</u>	Hammett	ID	83627-5016
Street	City	State	Zip Code
Email Address <u>hooleydd@gmail.com</u>	Phone Number	<u>208-366-2510</u>	

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 <u>Lori Graves</u>	Professional Title <u>Water Rights Specialist</u>
Organization <u>SPF Water Engineering</u>	Relationship to Applicant <u>Consultant</u>
Mailing Address <u>300 E. Mallard Dr., Ste. 350, Boise, ID 83706</u>	
Email Address <u>lgraves@spfwater.com</u>	Phone Number <u>208-383-4140</u>

2. MAP

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

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:
See Attachment 3A/4B

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

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
2.82 CFS	564 AF	CFS	AF	141 AC

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

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

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
3/1/2017	4/1/2017	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☒ Process application as soon as possible	☐ Return application to applicant

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

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

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

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

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

POD Description	Water Source	Other Water Rights Diverted from this POD
T6S R6E S2 L2 SWNE (pump station)	Snake River	2-7004, 2-7416 (other uses)

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

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

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

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

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

- ☒ Irrigation 141 (number of acres) Duration: Subject to IDWR standard seasons of use
☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
☐ Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

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

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

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:
None

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☐ No ☒

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

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

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

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

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

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

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

Yes ☐ No ☒

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

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☐ No ☒

If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

See Attachment 3A/4B

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental?

If yes, describe:

Yes ☒ No ☐

See Attachment 3A/4B

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV?

Yes ☐ No ☒

If yes, describe the date and location of the NOV.

- D. Additional Information

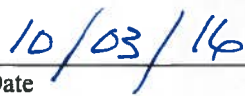
See Attachment 3A/4B

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.

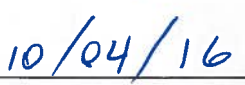

Signature of Applicant


Printed Name of Applicant


Date


Signature of Representative


Printed Name of Representative

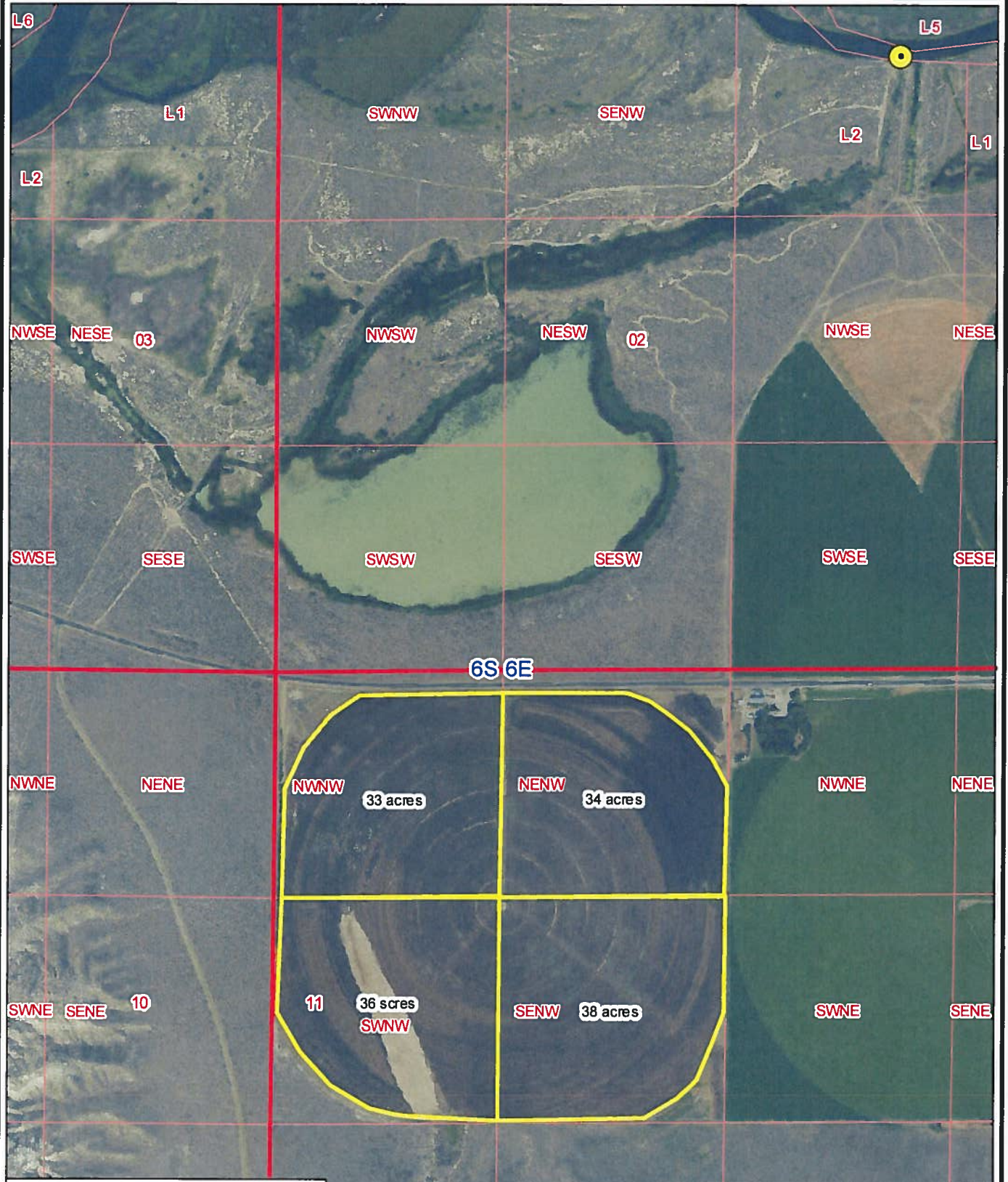

Date

Mail to:

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

ATTACHMENT 3A/4B

Applicant requests rental of Snake River water that is senior to the Murphy Gauge minimum stream flow rights and provides early season diversion (3/1 or 3/15) without subordinating conditions. In the past, the applicant has rented water right 2-10471 with an April 1 start date. In an effort to find a more permanent solution for earlier irrigation of the proposed 141 acres, applicant filed *Application for Transfer No. 80917* May 5, 2016, proposing transfer of 141 acres under water right 2-7039 with a 3/15 start date to the proposed pivot area, however the transfer has yet to be processed and approved.



Legend



Proposed pod (existing)



Proposed pou

Dale Hooley
WB Rental Application 1



0 500 1,000
Feet



SPF WATER
ENGINEERING



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

SPECIAL USE PERMIT

No. 2055-S- 006

1

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

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

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

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

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

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

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

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

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

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

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

levels.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By Dale Hooley
Mr. Dale Hooley, PERMITTEE



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 30, 2017

DALE HOOLEY
26761 INDIAN COVE LN
HAMMETT ID 83627-5016

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 2-2261C, 2-10399, 2-10421, and 2-10423**

Dear Renter:

Please find enclosed a receipt in the amount of **\$10,939.50** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 643.5 acre-feet of water for irrigation of 141.0 acres during 2017. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$9,845.55 of the rental fee will be paid to the lessor(s) and 10% or \$1,093.95 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,

for Water Supply Bank

Enclosures: Receipt No. C102939
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Angie Grimm – IDWR Western Regional Office
Rob Whitney – State Water District No. 02
Lori Graves – SPF Water Engineering



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 11, 2017

DALE HOOLEY
26761 INDIAN COVE LN
HAMMETT ID 83627-5016

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 2-2261C, 2-10399, 2-10421, and 2-10423**

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

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$10,939.50 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 643.5 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to January 1 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$10,939.50 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$9,845.55 of the rental fee will be paid to the lessor(s) and 10% or \$1,093.95 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,


For Water Supply Bank

Enclosure

c: IDWR Front Desk
Lori Graves – SPF Water Engineering

Water Right No.	Rented Vol (AF)	Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$17 (2017)	Rental Amounts		Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$20 (2018-2022)
					Rate	Acres			
2-2261C	90.0	\$1,377.00	\$153.00	\$1,530.00	0.36	18.0	\$1,620.00	\$180.00	\$1,800.00
2-10399	315.0	\$4,819.50	\$535.50	\$5,355.00	1.40	70.0	\$5,670.00	\$630.00	\$6,300.00
2-10421	58.5	\$895.05	\$99.45	\$994.50	0.26	13.0	\$1,053.00	\$117.00	\$1,170.00
2-10423	180.0	\$2,754.00	\$306.00	\$3,060.00	0.80	40.0	\$3,240.00	\$360.00	\$3,600.00
Total	643.5	\$9,845.55	\$1,093.95	\$10,939.50	2.82	141.00	\$11,583.00	\$1,287.00	\$12,870.00
calculated by Michele Edl									
2-2261C	rate	volume	acre	af/ac	cfs/ac	priority 12/19/1963			
decreed	0.80	200.0	40	5.00	0.020				
leased	0.80	200.0	40	5.00	0.020				
Bybee	0.22	56.0	11.2	5.00	0.020				
available	0.58	144.0	28.8	5.00	0.020				
Hooley rental	0.36	90.0	18.0	5.00	0.020				
remaining	0.22	54.0	10.8	5.00	0.020				
Hooley use	0.36	72.0	18.0	4.00	0.020				
2-10399	rate	volume	acre	af/ac	cfs/ac	priority 7/30/1969			
decreed	1.40	315.0	70	4.50	0.020	acres are additive			
leased	1.40	315.0	70	4.50	0.020				
available	1.40	315.0	70	4.50	0.020				
Hooley rental	1.40	315.0	70.0	4.50	0.020	decreed HG = 4.5			
remaining	0	0	0						
Hooley use	1.40	280.0	70.0	4.00	0.020				
2-10421	rate	volume	acre	af/ac	cfs/ac				
decreed	0.26	58.5	13	4.50	0.020				
leased	0.26	58.5	13	4.50	0.020				
available	0.26	58.5	13	4.50	0.020				
Hooley rental	0.26	58.5	13.0	4.50	0.020				
remaining	0	0	0						
Hooley use	0.26	52.0	13.0	4.00	0.020				
2-10423	rate	volume	acre	af/ac	cfs/ac				
decreed	0.80	180.0	40	4.50	0.020				
leased	0.80	180.0	40	4.50	0.020				
available	0.80	180.0	40	4.50	0.020				
Hooley	0.80	180.0	40.0	4.50	0.020				
remaining	0	0	0						
Hooley use	0.80	160.0	40.0	4.00	0.020				
		564.0	123						

MEMORANDUM

To: Right(s) 2-10399, 2-10421, 2-10423, and 2-2261C
From: Michele Edl
Date: January 9, 2017
Re: Review & Analysis of Dale Hooley's Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: On October 6, 2016, Lori Graves (Water Rights Specialist, SPF Water Engineering) submitted a WSB rental application on behalf of Dale Hooley. The application requested to rent water for five years and preferred water that was not subordinated by the Swan Falls agreement, but no specific water rights were identified in the proposal. The selected rights are available for two years and limits the duration of the rental agreement.

The applicant had also submitted an application for transfer which appeared to duplicate the WSB rental. I conferred with the consultant and learned that the transfer had been put on hold.

AUTHORITY TO FILE: According to available Owyhee County taxlot information, the proposed place-of-use is property owned by Dale and Diana Hooley. Dale Hooley signed the application.

The proposed rental point-of-diversion is Mr. Hooley's existing pumping station (WMIS #1001423) located on the southern bank of the Snake River. It is not the authorized POD for any right.

WATER RIGHT VALIDITY: Rights 2-10399, 2-10421, 2-10423 and 2-2261C are leased to the bank in part until December 31, 2018. A review of recent aerial photography shows that the rights have been idled at their authorized POU's.

Right 2-2261C is partially rented but sufficient quantities of these rights are available to fill Mr. Hooley's rental. With the approval of this rental agreement, the rental availability of Rights 2-10399, 2-10421, and 2-10423 have been exhausted.

INJURY TO OTHER WATER RIGHTS: No injury is apparent. Although nominally within the Trust Water Right area, no mitigation is required for this rental. The rights are not subordinated by the Swan Falls agreement.

ENLARGEMENT OF USE: No enlargement is anticipated. There is no change in NOU but the lease and rental locations do not have the same standard season-of-use. The rental rate and volume have been made proportionate to the leased elements of the rights.

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

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

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The rented rights are subject to Water District #2. The watermaster has given a verbal ok to this rental proposal and Western Region is not opposed.

Edl, Michele

From: Grimm, Angie
Sent: Thursday, December 15, 2016 1:58 PM
To: Edl, Michele
Subject: RE: request for comment Hooley WSB rental

Michele,

No local area concerns come to mind for this one from a regional viewpoint. Thank you for the opportunity to comment.

Regards,
Angie

Angela M. Grimm, P.G.
Water Rights Supervisor
IDWR - Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190 phone
(208) 334-2348 fax

From: Edl, Michele
Sent: Friday, December 09, 2016 3:16 PM
To: Grimm, Angie
Cc: Whitney, Rob
Subject: request for comment Hooley WSB rental

Angie and Rob,
I have completed my review of the 2017-2018 WSB rental for Dale Hooley. Approval of the rental will authorize irrigation of 141 acres not currently covered by any water right. It is also the surrogate for a transfer application which was submitted by SPF for Mr. Hooley and which has been put on hold.

The rental will use 4 water rights leased to the WSB by Rhonda James and Michael James. I have attached a copy of my review memo and a jpg map showing the relationship of the rental POU to the lease POU. This action moves a water diversion upstream across CJ Strike reservoir.

Rob, you gave me a tentative ok for the move yesterday. This is your chance to change your mind.

Angie, the Hooley transfer was 80917. I understand that he has not been able to purchase the rights.

When you get a minute, please let me know if you have any concerns about this rental.

Thanks.
Michele Edl
208-287-4946



WJA
SPF WATER
ENGINEERING

October 5, 2016

RECEIVED

OCT 06 2016

**DEPARTMENT OF
WATER RESOURCES**

Clay Webster
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: *Application to Rent Water*

Dear Clay,

Enclosed on behalf of Dale Hooley is an *Application to Rent Water* from the Board's water supply bank seeking 141 acres of Snake River water for five years. In the past, the applicant has rented water right 2-10471 for the subject pivot area, however the applicant would prefer rental of water that is senior to the Murphy Gage minimum stream flow rights and that provides early season diversion beginning March 1 or possibly March 15 without subordinating conditions. In the meantime, the applicant is actively seeking existing Snake River water rights for possible purchase and transfer.

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

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