

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT NO. 7

This is to certify that:

IDAHO POWER CO
1221 W IDAHO ST
BOISE, ID 83702

RECEIVED

JAN 27 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)
2-33	4/1/1937	SNAKE RIVER	0.20	40.0	10.0	0.02	4.0
Annual Rental Totals			0.20	40.0	10.0	0.02	4.0

Term of Rental: This rental shall take effect when all parties have signed it and shall continue in effect until December 31, 2020

Annual Rental Fee:

2017: \$68.00
2018: \$80.00
2019: \$80.00
2020: \$80.00
2021: \$80.00

The full fee for the rental of the above-described right(s) is \$680.00 for 2017 and \$800.00 per year for years 2018 - 2021. The rental fee includes an administrative fee of \$68.00 for 2017 and \$80.00 per year for years 2018 - 2021. Note that the renter is obligated to pay only the administrative fees associated with the water right(s) 2-33.

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. 7

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:

Jonathon C Bowling
Signature of Renter

1/5/2017
Date

Jonathon C. Bowling
Printed Name

ENGINEERING LEADER
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 1/30/2017

Rental approved by IDWR AW

Date 1-30-2017

WATER SUPPLY BANK RENTAL AGREEMENT NO. 7

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER NWNW Sec. 6, Twp 01S, Rge 02w, OWYHEE County

Beneficial Use
IRRIGATION

Diversion Rate
0.20 CFS

Volume
40.00 AF

BENEFICIAL USE & SEASON OF USE

Water Right No. **From** **To** **Diversion Rate**
2-33 3/1 11/15 0.200 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	
01S	02W	6					1.9	6.2	0.6	0.8									9.5
01S	03W	1	0.5																0.5

Total Acres: 10.0

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. 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.
9. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

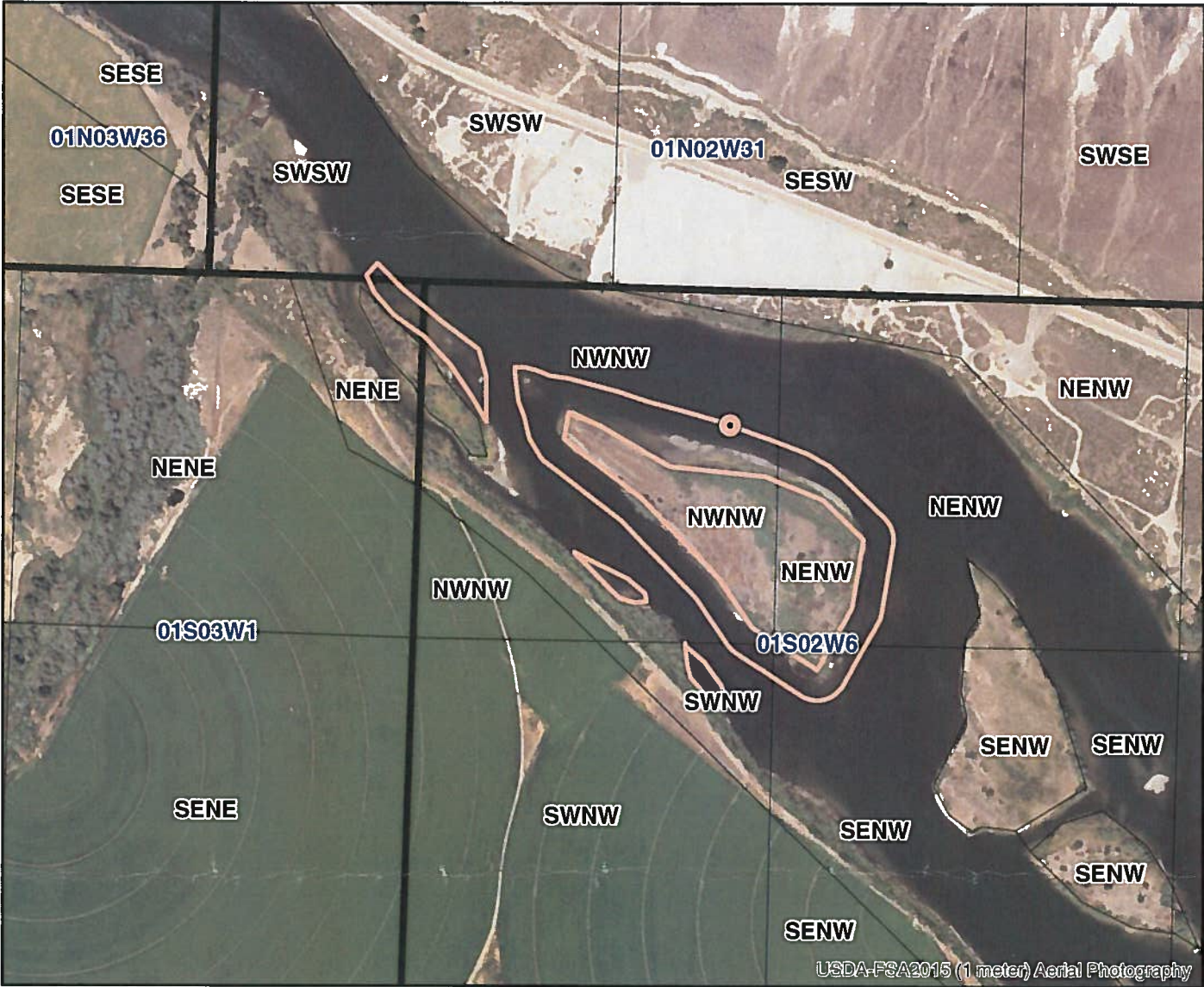
10. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
11. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 02.



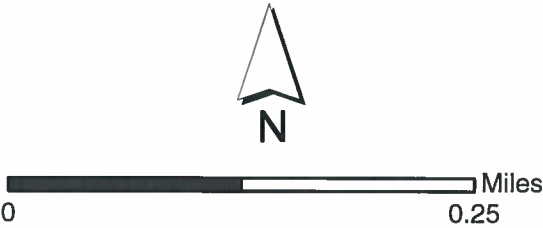
Idaho Water Resource Board
Water Supply Bank Rental Agreement No. 7

Effective until December 31, 2020

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

JUL 08 2016

DEPARTMENT OF
WATER RESOURCESApplicant Name: Idaho Power Company

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)

2-33

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Idaho Power

Mailing Address 1221 W. Idaho St Boise ID 83702
Street City State Zip Code

Email Address jbowling@idahopower.com Phone Number (208) 388-2905

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 Jonathon C. Bowling, P.E. Professional Title Engineering Leader

Organization Idaho Power Relationship to Applicant Employee

Mailing Address 1121 W. Idaho St. Boise ID 83702

Email Address jbowling@idahopower.com Phone Number (208) 388-2905

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**:

Irrigation water for the Bayha Island Snake River Stewardship program for water quality and temperature
enhancements related to the relicensing of Idaho Power's Hells Canyon Complex. Water will be needed for
approximately three years to establish vegetation after construction.

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)
CFS	AF	CFS	AF	10 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?	
09/01/2016	09/09/2016	☐ 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):

Direct diversion from Snake River and application via portable motor, pump, piping and sprinklers.

- 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
Pump	Snake River	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? 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 10 (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:

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)
2-33	Irrigation	0.24		12		0.2		10
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:

- 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:

- 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

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

Jonathon C. Bowling

Printed Name of Representative

7/7/2016

Date

Mail to:

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



x River Mile
 Pre Construction 2' Contours
 Area of Excavation
 Area to be Irrigated
 Ordinary High Water Extent

PLSS
 Townships
 Quarter Section

**Proposed Construction Excavation - Enhancement Plan
Bayha Island Research Project, 2016
T.01S R.02W Sec 06 NW, NW**

Note: Elevations based on 2012 LiDAR, NAVD88, US Survey Feet





300 N. 6th St., Suite 103
PO Box 83720
Boise, Idaho 83720-0050
Phone (208) 334-0200 Fax (208) 334-3698

Instrument # 290056
MURPHY, OWYHEE, IDAHO
2016-06-27 08:03:02 No. of Pages: 8
Recorded for: IDAHO DEPARTMENT OF LANDS
ANGELA BARKELL Fee: \$31.00
Ex-Officio Recorder Deputy: map
Index To: EASEMENT
Electronically Recorded by Simplifile

STATE OF IDAHO

EASEMENT NO. ES60089

THIS EASEMENT, made this 24th day of June, 2016 by and between the **STATE OF IDAHO, Department of Lands**, 300 North 6th Street, Suite 103, P.O. Box 83720, Boise, Idaho 83720-0050, acting by and through the State Board of Land Commissioners, (Grantor), and **Idaho Power Company**, whose address is 1221 W Idaho St. PO Box 70 Boise, ID 83707, (Grantee);

WITNESSETH: That for and in consideration of a one-time administrative fee in the amount of THREE HUNDRED NO/100ths DOLLARS (\$300.00), lawful money of the United States of America, receipt whereof is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a non-exclusive easement for the purpose of **placing fill material around Bayha Island, Wright Island, and a portion of the south bank of the Snake River, planting native vegetation in the fill areas, and deepening the existing river channel on the south side of Bayha Island, all below the Ordinary High Water Mark (OHWM) ("Bayha Island Research Project")**. Bayha Island, Wright Island, and the portion of the south bank of the Snake River that is the subject of this agreement are located in the Snake River situated in Owyhee County, State of Idaho. The Bayha Island Research Project location is more particularly described as follows:

The channel of the Snake River lying adjacent to Government Lot 4, Section 31, Township 1 North, Range 2 West and Government Lots 6 & 7, Section 6, Township 1 South, Range 2 West and Government Lot 1, Section 1, Township 1 South, Range 3 West all in the Boise Meridian and lying between River Mile 439.26 and 439.75, as shown on the attached Exhibit A, and consisting of 17.2 acres (more or less) of fill material around and adjacent to Bayha and Wright Islands and 7.0 acres (more or less) of dredge material between Bayha and Wright Islands.

The above-described easement contains 24.2 acres, more or less.

Subject to the following terms:

A. General:

1. This easement may be assigned only with the prior written consent of the Grantor. The Grantee must use the prescribed form issued by the Grantor and pay the required easement assignment fee. Such consent shall not be unduly withheld.

2. The terms and conditions of this easement shall be binding on the successors and assigns of the respective parties.

3. The boundary lines of said easement shall be extended or shortened to begin on, end on, and conform to the ordinary high water mark of the Snake River. Nothing contained in this easement shall be construed to grant any right for placement of fill material on any lands above the OHWM, nor any right for the dredging of material on any lands above the OHWM.

B. Limited Purpose:

1. If the Grantee desires to use the easement for an additional or different purpose than the one specified herein, the Grantee shall make a request in writing to the Grantor. If approved, at Grantor's discretion, the original easement shall either be amended, or canceled and replaced by a new easement.

2. The Grantee may allow its agents, licensees, and contractors, hereinafter referred to as Permittees, to exercise the rights granted herein.

3. This easement does not give the Grantee authority to permit third party use of the easement area for any permanent purpose. Only the Grantor may authorize third party use. The Grantor may permit third party use only on the condition that said use shall not interfere with the Grantee's rights as hereby authorized. Third party use is herein defined as those wanting use of the easement area other than the Permittees of the Grantee.

C. Grantees Covenants:

1. The Grantee, and its Permittees, will comply with all applicable federal, state, and local laws, and with all applicable state administrative rules.

2. It is understood and agreed that the Grantee shall take measures for prevention of the spread of noxious weeds and invasive species through the inspection of any and all equipment proposed to be utilized within the navigable waters and riparian areas during the installation, use and maintenance of the Bayha Island Research Project across the Snake River.

3. The Grantee shall indemnify and hold harmless, the Grantor and its representatives against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the use authorized under this easement, except to the extent any of the same result from the Grantor's negligence or breach of obligations under this easement.

4. It is understood and agreed that the legal description described in this easement is that provided by the Grantee who assumes full responsibility for the Bayha Island Research Project being located within the described legal description. The Grantor assumes no responsibility involved with an inaccurate legal description.

D. Bayha Island Research Project:

1. It is understood and agreed that the Bayha Island Research Project is to be constructed and maintained in such a manner that will not obstruct, hinder, or affect navigation, recreation, or other authorized and customary use of the Snake River.

E. Grantor's Reservations:

1. The Grantor reserves unto itself, the right and privilege to use said easement area for any and all purposes deemed necessary or desirable in connection with the control, management, administration, and use of Grantor's lands.

2. The Grantor reserves the right to grant additional easements over, under, or along this easement area. Any additional easements shall not unduly interfere with the rights and privileges hereby authorized to Grantee.

3. Nothing in this instrument will be construed as binding the Grantor to perform beyond its legal authority, or to expend any monies in excess of appropriations or authorized funds available for such purposes.

F. Termination:

1. This easement, or any segment or portion thereof, not used for five (5) consecutive years for the purpose for which it was granted, or construction not completed within five (5) years from the date of this easement for the purpose for which it was granted, is presumed abandoned. The Grantor shall notify the Grantee in writing if the easement is considered abandoned and will terminate said easement if notification of use is not received within thirty (30) days from the date of notification.

2. If at any time Grantee determines that this easement, or any segment thereof, is no longer needed for the purposes granted, Grantee shall furnish to the Grantor a statement in recordable form confirming termination.

3. Grantor may terminate this easement for any material breach of any of the terms of this easement. Before termination, Grantor shall provide Grantee written notice of Grantor's intent to terminate this easement and set forth the asserted default(s), and, if

Grantor considers such default curable, what action must be taken to cure the asserted default(s), and the timeline in which they must be cured. Failure of Grantee to cure the asserted default(s) to the standard and timelines specified by Grantor shall result in the termination of this easement. In the event termination occurs, Grantor shall provide to Grantee a statement in recordable form confirming termination of the easement, which may be recorded by either party.

4. The Grantor reserves the right, upon termination for any reason, to require Grantee to remove any or all fill materials placed pursuant to this easement. In the event of termination, Grantor shall provide the Grantee with a specific, but reasonable, period of time (up to twelve (12) months or a mutually agreed upon schedule depending on permitting acquisition requirements) to remove the fill material.

G. Authority:

1. This easement is issued by the authority of the Rules for Easements on Submerged Lands and Formerly Submerged Lands (IDAPA 20.03.09.000 *et seq.*).

I. Acceptance:

1. USE OF THIS EASEMENT BY THE GRANTEE CONSTITUTES ACCEPTANCE OF THE EASEMENT AND AGREEMENT TO BE BOUND BY THE TERMS HEREOF.

IN WITNESS WHEREOF, Idaho Power Company, has caused these presents to be duly executed by its name and title.

Idaho Power Company

By: [Signature]

Printed Name: Ivan Sam

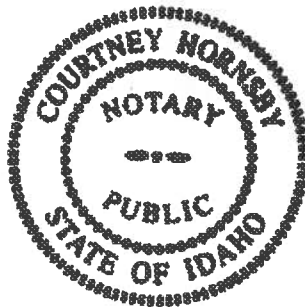
Title: CORPORATE REAL ESTATE DIRECTOR

ACKNOWLEDGEMENT

THE STATE OF IDAHO)
COUNTY OF ADA) ss.

On this 20th day of June, 2016, before me, a Notary Public in and for said county and state, personally appeared Ivan Sam known to me to be an authorized agent for Idaho Power Company, that executed the same instrument and acknowledged to me that ~~he~~ and ~~she~~ executed the same.

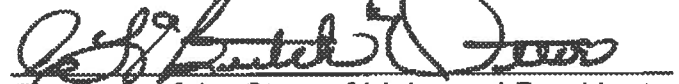
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.



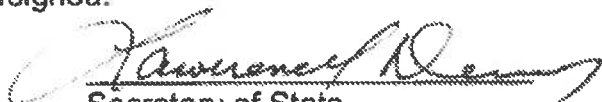
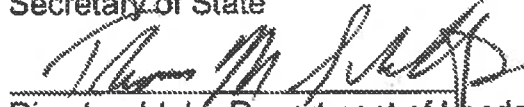
Courtney Hornsby
NOTARY PUBLIC for IPC
Residing at 208 E. ID
My Commission expires: 7/26/19

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

STATE BOARD OF LAND COMMISSIONERS


Governor of the State of Idaho and President
of the State Board of Land Commissioners

Countersigned:

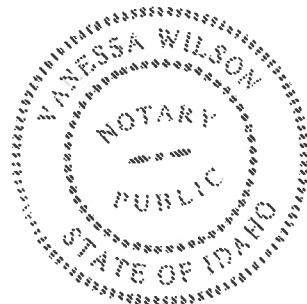

Secretary of State

Director, Idaho Department of Lands



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 24th day of June, 2016 before me, a Notary Public in and for said State, personally appeared C.L. "BUTCH" OTTER, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; LAWRENCE E. DENNEY, known to me to be the Secretary of State for the State of Idaho; and THOMAS M. SCHULTZ, JR, known to me to be the Director of Department of Lands of the State of Idaho that executed the same instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

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



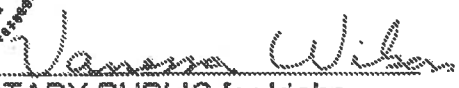
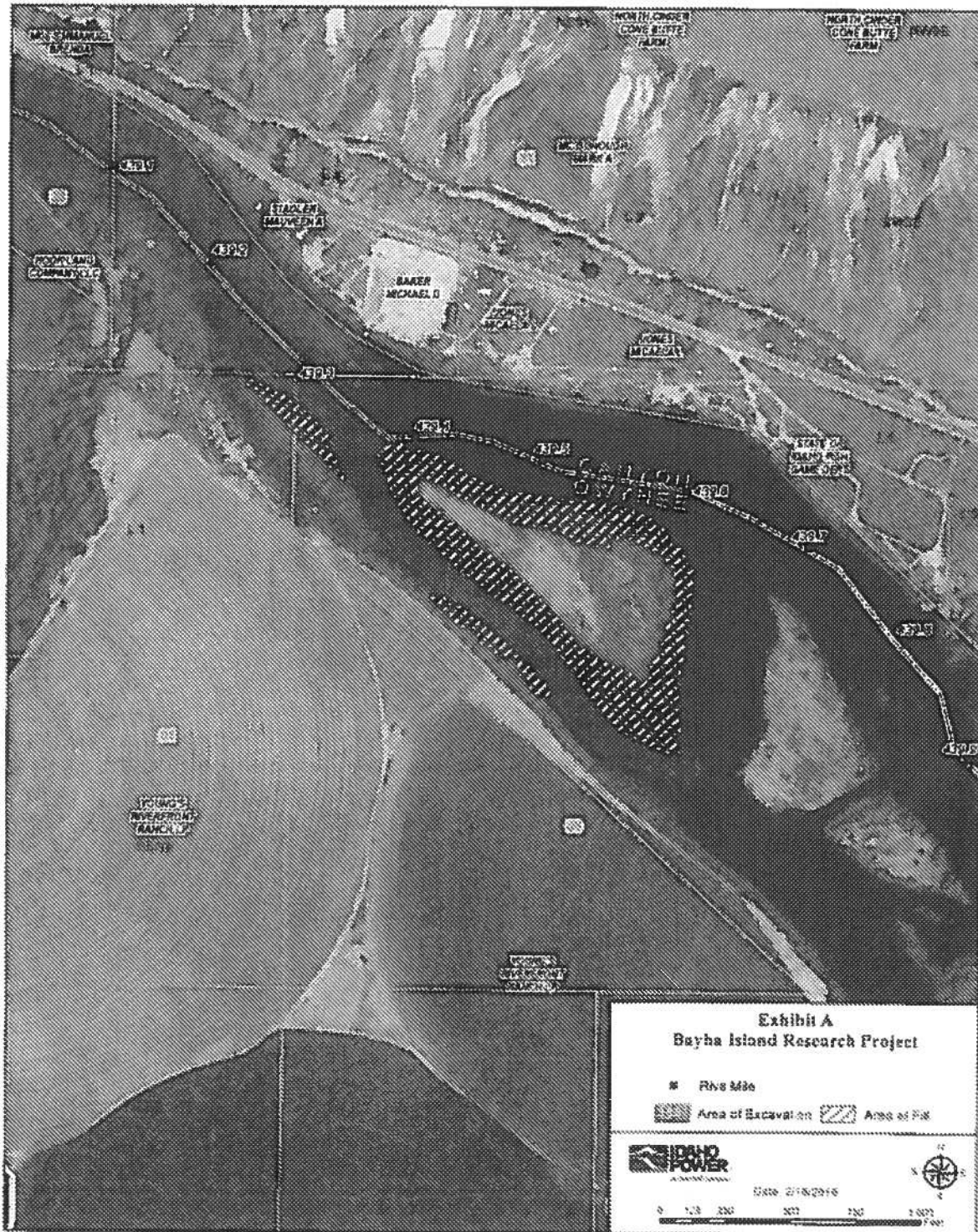

NOTARY PUBLIC for Idaho
Residing at Bosse, Idaho
My Commission expires: 8-11-2020

Exhibit A





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 31, 2017

IDAHO POWER CO
1221 W IDAHO ST
BOISE ID 83702

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 2-33**

Dear Renter:

Please find enclosed a receipt in the amount of **\$68.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 40.0 acre-feet of water for irrigation of 10.0 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, the rental fee will be retained by the Department to offset administrative costs since you are the owner of the right.

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

Sincerely,


Water Supply Bank

Enclosures: Receipt No. C102951
Rental Agreement (copy)

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



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

Sent via Email to jbowling@idahopower.com

January 24, 2017

IDAHO POWER CO
1221 W IDAHO ST
BOISE ID 83702

**RE: REQUEST FOR RETURN OF SIGNED RENTAL AGREEMENT AND PAYMENT FOR
WATER RIGHT 2-33**

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

Dear Applicant:

The Department of Water Resources ("Department") mailed a **Water Supply Bank Rental Agreement ("Agreement")** for your review and signature on December 29, 2016. The signed agreement and rental fee has not been returned to the Department.

Please sign the rental agreement and return it with the rental payment in the amount of \$68.00 within ten (10) days of this letter to complete processing. Diversion and use of the water right is not authorized under the proposed agreement until it has been signed by both the renter and the Department. Any use associated with your proposed rental request before it has been executed is considered unauthorized and, if occurring, will be subject to any necessary enforcement action.

If the signed rental agreement and fee is not received by the department within the 10-day period, the rental application will be returned, and the proposed rental right made available for other rental applicants. You can reapply to rent water from the Bank again in the future by submitting a new rental application form that will be processed in turn with other pending applications.

If you have questions regarding this matter, please contact this office at 287-4800.

Sincerely,


Sv Water Supply Bank



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

December 29, 2016

IDAHO POWER CO
1221 W IDAHO ST
BOISE ID 83702

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 2-33**

*****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 **\$680.00** was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 40.0 acre-feet. Since you are both the lessor and the renter of the right, **you are only obligated to pay the 10% administrative fee or \$68.00.** 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 \$68.00 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

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

Sincerely,




Water Supply Bank

Enclosure

c: IDWR Front Desk

MEMORANDUM

To: Water Rights 2-33
From: Sandra Thiel
Date: November 17, 2016
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: On July 8, 2016, Idaho Power submitted a lease/rental package to the Department. The lease for 0.2 cfs, 40 af and 10 was executed on July 21, 2016. The Department did not process the rental at that time. Idaho Power intends to the lease water for 2016 through 2020. The rental application requested water for three years, beginning in 2016. A portion of right 2-33 overlaps 2-36 and a portion of the lease place of use will continue to receive irrigation under right 2-36.

According to the application, the rental is for irrigation for Bayha Island Snake River Stewardship program *for water quality and temperature enhancements related to the relicensing of Idaho Power's Hells Canyon Complex. Water will be needed for approximately three years to establish vegetation after construction.* The Department sent a letter to Idaho Power on June 17, 2016, granting stream channel alteration Permit No. S02-20072.

The applicant plans to divert water directly from the Snake River to irrigate 10 acres. The Idaho Department of Lands is the entity responsible for lands submerged below the ordinary high water mark of navigable streams in Idaho. The rental application included Easement No. ES60089 granting Idaho Power a non-exclusive easement for: *The purpose of placing fill material around Bayha Island...planting native vegetation in the fill areas.*

On November 15, 2016, Jon Bowling requested that the rental be through 2020.(see attached email) We can extend the term of the rental since the lease is through 2020.

AUTHORITY TO FILE: This application was signed by Jon Bowling, Idaho Power's engineering leader.

WATER RIGHT VALIDITY: Right 2-33 was decreed in June 2009. A review of aerial imagery for 2014 shows evidence of irrigation

INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: The headgate requirement at the lease place of use is 4 af; it is 4.5 af at the rental place of use. The rental will be limited to the 4 af.

LOCAL PUBLIC INTEREST: The lease place of use is within the Trust Water Area. The rental place of use is outside the TWA.

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 right is subject to Water District # 2. The water master didn't have concerns. (see attached email) Western region also had no concerns.

Thiel, Sandra

From: Grimm, Angie
Sent: Thursday, November 17, 2016 12:28 PM
To: Thiel, Sandra
Subject: RE: Idaho Power water supply bank rental for right 2-33

Sandra,

Hello! No local area concerns from the regional perspective come to mind on this one. 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: Thiel, Sandra
Sent: Monday, November 14, 2016 3:57 PM
To: Grimm, Angie
Subject: Idaho Power water supply bank rental for right 2-33

Hello Angie, the attached documents provide information about a bank rental submitted by Idaho Power. The last page of DeptOfLandsEasement.pdf includes Idaho Power's map. Please let me know if you have any concerns.

Sandra Beer Thiel
Idaho Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
(208)287-4881
sandra.thiel@idwr.idaho.gov

Thiel, Sandra

From: Bowling, Jon [JBowling@idahopower.com]
Sent: Tuesday, November 15, 2016 9:38 AM
To: Thiel, Sandra
Subject: RE: 2-33 Rental

Sandra, Let's make it for three seasons: 2017-18, 18-19 and 19-20.

Thanks

Jon

From: Thiel, Sandra [<mailto:Sandra.Thiel@idwr.idaho.gov>]
Sent: Tuesday, November 15, 2016 9:11 AM
To: Bowling, Jon
Subject: [EXTERNAL] 2-33 Rental

Good Morning, I am working on the rental for water right 2-33 for irrigation of Bayha Island. According to the application the latest possible start date was September 9, 2016, with a duration of three years. Since that date has passed, would you like the rental agreement to be for 2017 through 2019?

Sandra Beer Thiel
Idaho Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
(208)287-4881
sandra.thiel@idwr.idaho.gov



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Thiel, Sandra

From: Whitney, Rob
Sent: Tuesday, November 15, 2016 7:28 AM
To: Thiel, Sandra
Subject: RE: Idaho Power water supply bank rental for right 2-33

I don't have any concerns.

RW

From: Thiel, Sandra
Sent: Monday, November 14, 2016 4:02 PM
To: Whitney, Rob
Subject: Idaho Power water supply bank rental for right 2-33

Hello, the attached documents provide information about a bank rental submitted by Idaho Power. The last page of DeptOfLandsEasement.pdf includes Idaho Power's map. Please let me know if you have any concerns.

Sandra Beer Thiel

Idaho Department of Water Resources

322 East Front Street

Boise, Idaho 83720-0098

(208)287-4881

sandra.thiel@idwr.idaho.gov



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

October 18, 2016

IDAHO POWER CO
PO BOX 70
BOISE ID 83707

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

Dear Applicant:

On July 8, 2016 the Idaho Department of Water Resources (Department) received your application to rent water from the Water Supply Bank (Bank) for irrigation during 2016 – 2018. A letter was sent on July 12, 2016 informing you it was unlikely the application would be processed.

Since the Department was not able to process your application prior to the latest possible start date of the proposed rental period, your application will be retained by the Department to process for the 2017 season.

If you have any questions regarding this matter, please contact me at (208) 287-4910.

Sincerely,

Clay Webster
Water Resource Agent
WSB Process Point of Contact



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

July 12, 2016

IDAHO POWER CO
PO BOX 70
BOISE ID 83707

RE: APPLICATION(S) TO RENT WATER FROM THE WATER SUPPLY BANK

Dear Applicant:

The Idaho Department of Water Resources (Department) acknowledges receipt of your application(s) to rent water from the Idaho Water Resource Board's Water Supply Bank (Bank) for irrigation of 12 acres. Filing a Bank rental application does not automatically result in approval. Before a rental application can be approved, the rental request must be reviewed, a rental agreement must be prepared, the agreement must be approved by the applicant and the Department, and the rental fee must be paid. To maximize the number of rental applications processed while managing competing priorities, the Department begins accepting rental applications on November 1 for use in the next calendar year, and it processes as many applications as it can before the start of the irrigation season in March or April. Once the irrigation season begins, Department staff members are reassigned to address field work and other duties. Consequently, few rental applications are processed after May 1.

Because your application was received near the beginning of the irrigation season, which is now well underway, it is unlikely the Department will be able to process your application in time for approval in 2016 unless you have proposed a start date late in the year. If your application was for 2016 only and the latest possible start date on your application has passed, the application may be returned to you. If your application requests a rental for more than one year, the rental application may be retained by the Department and evaluated for 2017.

In future years, we encourage you to file your rental applications as soon as possible after November 1 to improve the chances that they will be processed.

Additional information about the Bank may be found on the Department's website at <http://idwr.idaho.gov/water-supply-bank/>.

If you have questions regarding this matter, please contact me at 287-4800.

Sincerely,

Water Supply Bank