



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 6, 2017

DALE HOOLEY
26761 INDIAN COVE LN
HAMMETT ID 83627-5016

RE: Expiration of Water Supply Bank Rental Agreement for water rights: 2-10471

Renter,

This letter is to inform you that your rental agreement(s) to rent the above listed water rights from the Water Supply Bank (Bank) expired at the end of 2016.

Once the rental agreement concludes, any diversion or use of water under the rental agreement will no longer be authorized and, if occurring, may be subject to an enforcement action.

If you wish to rent water in the future, please download a rental application from: <http://idwr.idaho.gov>. You may submit rental applications on November 1 of the year prior to the intended use of rental water. **YOU ARE ENCOURAGED TO FILE AN APPLICATION AT LEAST 3 MONTHS PRIOR TO THE DATE YOU DESIRE TO USE RENTAL WATER.**

If you have any questions about this matter, please contact me at (208) 287-4918.

Sincerely,

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

Remington Buyer
Water Supply Bank Coordinator

Enclosures:

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

RECEIVED

MAR 02 2016

DEPARTMENT OF
WATER RESOURCES

This is to certify that: DALE HOOLEY
26761 INDIAN COVE LN
HAMMETT ID 83627-5016

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Acre Limit	Total Rented Acres
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02-10471	2/25/1963	Snake River	Columbia River	2.82 cfs	564 af	NA	141 ac
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Annual Rental Totals	2.82 cfs	564 af	NA	141 ac
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Term of Rental: This rental is in effect from the day the Idaho Water Resource Board signs the rental agreement and shall be in effect until December 31, 2016.

Rental Fee: \$9,588.00

The fee for rental of the above-described water is \$9,588.00. Ten percent (\$958.80) will be retained by the Department to offset administrative costs, and the remainder will be paid to the lessor(s).

No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

Detailed water right conditions are attached.

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:

 DACE Hoodley/owner 2-29-2016
Signature of Renter Printed Name and Title* Date

Signature of Renter Printed Name and Title* Date

*Please provide title of signatory 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  Date 3/2/2016
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental Approved by IDWR  Date 3-2-2016

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

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER L2(SWNE) Sec. 2 Twp 06S Rge 06E OWYHEE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/01 TO 10/31

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	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					34	33	36	38									141

Total Acres: 141

CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. Use of water under this agreement shall not prejudice any pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. Prior to diversion of water under this right, the right holder shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.
11. 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.

12. 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.
13. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 4/8/2008.



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

OCT 08 2015

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANKApplicant Name: Dale HooleyIs this application being submitted with a lease application as a lease/rental package? Yes ☐ No ☒

An *Application to Rent Water from the Board's Water Supply Bank* must be completed in accordance with the minimum requirement checklist below to be acceptable for processing by the Idaho Department of Water Resources (IDWR). 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.**

Applications to rent water should be submitted well in advance of the desired start date for the use of water. Rental applications may be submitted as early as November 1 of the year prior to the intended use of rental water. Rental applications submitted more than one year in advance of the proposed start date for water use will not be accepted and will be returned to applicants. Rental applications will not be processed if they are received after the end of the rental season of use.

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

For additional instructions on completing a rental application, visit the Department's website at www.idwr.idaho.gov.

Checked All Items as Either Attached (Yes) or Not Applicable (N/A)			
YES			
	☒	Completed <i>Application to Rent Water from the Board's Water Supply Bank</i>	
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
3E	☐	☒	Authorization from the owner/operator of the rental point(s) of diversion
3G	☒	☐	Water modeling to account for the impacts of the rental request
3J	☒	☐	Documents justifying a need to rent water for irrigation at 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 26761 Indian Cove Lane, Hammett, ID 83627-5016

Email Address hooleydd@gmail.com

Phone Number 208-366-2510

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐

If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative Lori Graves

Professional Title Water Rights Specialist

Organization SPF Water Engineering

Relationship to Applicant Consultant

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

Email Address lgraves@spfwater.com

Phone Number 208-383-4140

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use, and water diversion, delivery and distribution systems. Make sure the place of use is outlined with an obvious, bolded line. For irrigation purposes, note that the place of use outlined on your map cannot exceed the number of acres you are proposing to rent. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe the purpose of your rental request. Include any anticipated rates of water application, water use practices or number of stock (if any). If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of rental water required. Attach additional sheets if required and label it **Attachment 3A**:

B. Enter the desired and/or minimum necessary 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)	Acres (if applicable) (Acre)
2.82 CFS	564 AF	CFS	AF	141 AC

Sometimes water rights available for rent 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. Enter the proposed start date and latest possible start date for using rental water. Also provide the number of years you would like to rent water:

Proposed Start Date (month/day/year)	Latest Possible Start (month/day/year)	* Proposed Rental Duration (Max 5 Years)	** For multi-year rentals, indicate whether you desire to rent water for remaining years if a rental request cannot be approved for the first year?	
3/1/2016	4/1/2016	5 yrs	☒ Yes, approve rental for all remaining future years.	☐ No, return rental request if first year is unapprovable.

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

** Subject to the availability of rentable water. A multi-year rental that cannot begin during the first year requested may be approved for some or all remaining years, depending on availability. Rental requests will be returned if no water is available to rent in the first and/or subsequent years of the rental request.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- D. Refer to the map you created in item 2 and specify the location of the point(s) of diversion (POD) from which rental water is proposed to be diverted:

Water Source	TWP	RGE	SEC	¼	¼	¼	County	Other water rights for the same purpose diverted from this POD
Snake River	6S	6E	2		SW	NE	Owyhee	2-7004, 2-7416 (other uses)

The entry in this grid must match the map from item 2 on the application.

- E. Do you own and/or possess the authority to divert water from the above POD(s)? Yes ☒ No ☐
 If no, provide documentation from the owner/operator confirming your authorization to use the POD(s) and label it Attachment 3E. *Applicant has agreements with both BLM & Idaho Power for the pod and pipeline
- F. Do any POD(s) identified in Question 3D 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.
- G. Has water modeling been provided with your rental request? Yes ☐ No ☒
 If yes, include as Attachment 3G. Otherwise please explain why modeling was not provided:

Rental applications that require modeling will be returned if modeling is not provided.

- H. Specify the proposed beneficial use: ☒ Irrigation ☐ Commercial ☐ Industrial ☐ Municipal
☐ Groundwater Recharge ☐ Mining ☐ Stockwater ☐ Other: _____
- I. Refer to the map you created in item 2 and specify below the places you propose to use water. If for irrigation, specify the number of acres to be irrigated per ¼ ¼ tract. Otherwise indicate usage by marking the ¼ ¼ tracts with the first letter of your proposed use identified above:

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6S	6E	11					34	33	36	38									141
The entry in this grid must match the map from item 2 on the application. Total Acres (for irrigation)																			141

- J. For irrigation uses, do you propose a water diversion rate greater than 0.02 cfs/acre? N/A ☐ Yes ☐ No ☒
 If yes, explain the justification for this rate of flow and attach any supporting documents as Attachment 3J:

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

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

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

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights? (*see 4.B. below) Yes ☒ No ☐
If yes, specify below the water rights you are requesting to rent. Otherwise continue to Section 5 of this application form.

Please note: Diversion rates and volumes to be rented from a leased water right must be proportionate to the per acre diversion rates and per acre volume limits of the water right leased to the Bank. Applicants should query a water right's rental availability by reviewing active lease and rental documents, searchable via [IDWR's website](#), to ensure all elements of a water right remain available in sufficient quantity to satisfy a rental request.

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany the 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 with combined limits, applicants should request to rent against the combined limit diversion rate, volume or acre limits.

Elements of Water Rights Leased to the Bank (Contract Details)								Leased totals minus water actively engaged in rental agreement equals rental availability	Rental Request		
Water Right Number	Nature of Use	Water Source	Rate (CFS)	Volume (AF)	Acres (AC)	Start (year)	End (year)		Rate (CFS)	Vol. (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 that have been 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: Request Snake River water that is senior to the Murphy Gage minimum stream flow rights and that provides early season diversion (3/1) without subordinating conditions.**

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- C. Does your rental request propose to change the nature of use for any water right(s) being requested? 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, as well as the new consumptive use amount for your proposed beneficial use. Attach a separate page if space is insufficient and label it Attachment 4C:

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: Right 2-10471. Applicant has unsuccessfully pursued the purchase of existing Snake River water rights from neighboring farms. Applicant continues to pursue permanent water supplies.

- 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: If the only available rental water does not meet the conditions listed in item 4.B. above, a portion of water right 2-7039 will be transferred to the 141 acres and rental water will be used on the acres to transfer.

- 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.

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.


Signature of Applicant

DALE HODLEY
Printed Name of Applicant

10-5-2015
Date

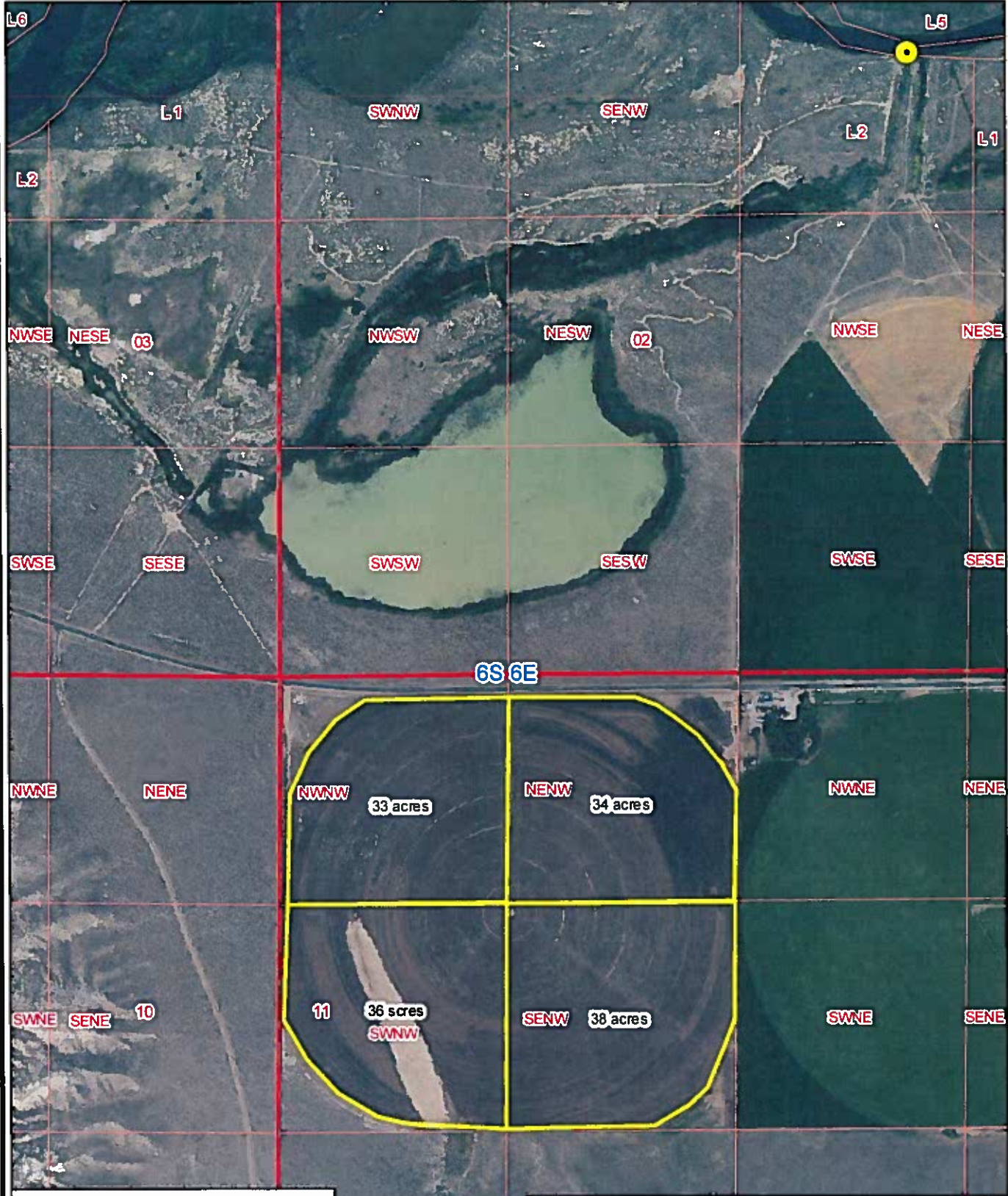
Signature of Representative

Printed Name of Representative

Date

Mail to:

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



Legend

-  Proposed pod (existing)
-  Proposed pou

Dale Hooley
WB Rental Application



0 500 1,000

Feet





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

March 4, 2016

DALE HOOLEY
26761 INDIAN COVE LN
HAMMETT ID 83627-5016

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 02-10471**

Dear Renter:

Please find enclosed a receipt in the amount of **\$9,588.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 564.0 acre-feet of water for irrigation of 141.0 acres during 2016. 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 \$8,629.20 of the rental fee will be paid to the lessor(s) and 10% or \$958.80 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4933.

Sincerely,

Steve Visosky
Water Resource Agent

Enclosures: Receipt No. C101572
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

February 26, 2016

DALE HOOLEY
26761 INDIAN COVE LN
HAMMETT ID 83627-5016

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 02-10471**

*****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 \$9,588.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 564.0 acre-feet.

Please send a check for \$9,588.00 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$8,629.20 of the rental fee will be paid to the lessor(s) and 10% or \$958.80 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4933.

Sincerely,

Steve Visosky
Water Resource Agent

Enclosure

c: IDWR Front Desk
Lori Graves – SPF Water Engineering

MEMORANDUM

To: Water Right(s) 02-10471
From: Steven Visosky
Date: February 22, 2016
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: The Department received a rental request on October 08, 2015 from Dale Hooley (renter) for 141 acres of irrigation along the Snake River. The renter has requested Snake River water that is senior to the Murphy gage minimum stream flow rights (1976) and provides early season diversion (3/1) without subordinating conditions.

The renter has requested a rental for a period of up to five years however the leased water right available (2-10471) is only available until the end of the 2016 season. The authorized representative Lori Graves was contacted and confirmed Dale Hooley would like to proceed with the one year rental for the entire amount requested. This rental proposes to use the same leased water right (2-10471) that was rented for the last five years.

AUTHORITY TO FILE: Dale Hooley signed the rental application. Lori Graves completed the application and is the authorized representative of the applicant. According to 4-9-2013 information from Owyhee County, the place of use (POU) for the rental is owned by Dale and Diana Hooley. The applicant has submitted written agreements authorizing use from both BLM and Idaho Power for the point of diversion (POD) and the pipeline to the POU.

WATER RIGHT VALIDITY: The proposed rental right 2-10471 has been leased indefinitely into the Water Supply Bank (Bank) for many years under parent Right 2-10449. Right 2-10471 was created through an ownership split in 2011. In 2008 the SRBA Court issued a partial decree for a parent record of this right. The right was transferred to the current authorized location in 2011, but has never been applied to the land and was retained into the bank. The acres irrigated at the POU are irrigated under other rights.

INJURY TO OTHER WATER RIGHTS: This rental will move the point of diversion upstream on the Snake River. Both the lease and rental PODs are within Water District #2, Snake River. Watermaster Rob Whitney approved the rental proposal which would confirm that no injury would result from this upstream POD move.

The lease POU is within the Mountain Home Ground Water Management Area (GWMA) and the Rental POU is within the Bruneau-Grandview GWMA. As both PODs are from the same surface water source and the leased POU would be idle under the lease agreement, adding this surface water from the Snake River to the rental POU should only benefit the Bruneau-Grandview GWMA. No apparent injury was found through this review.

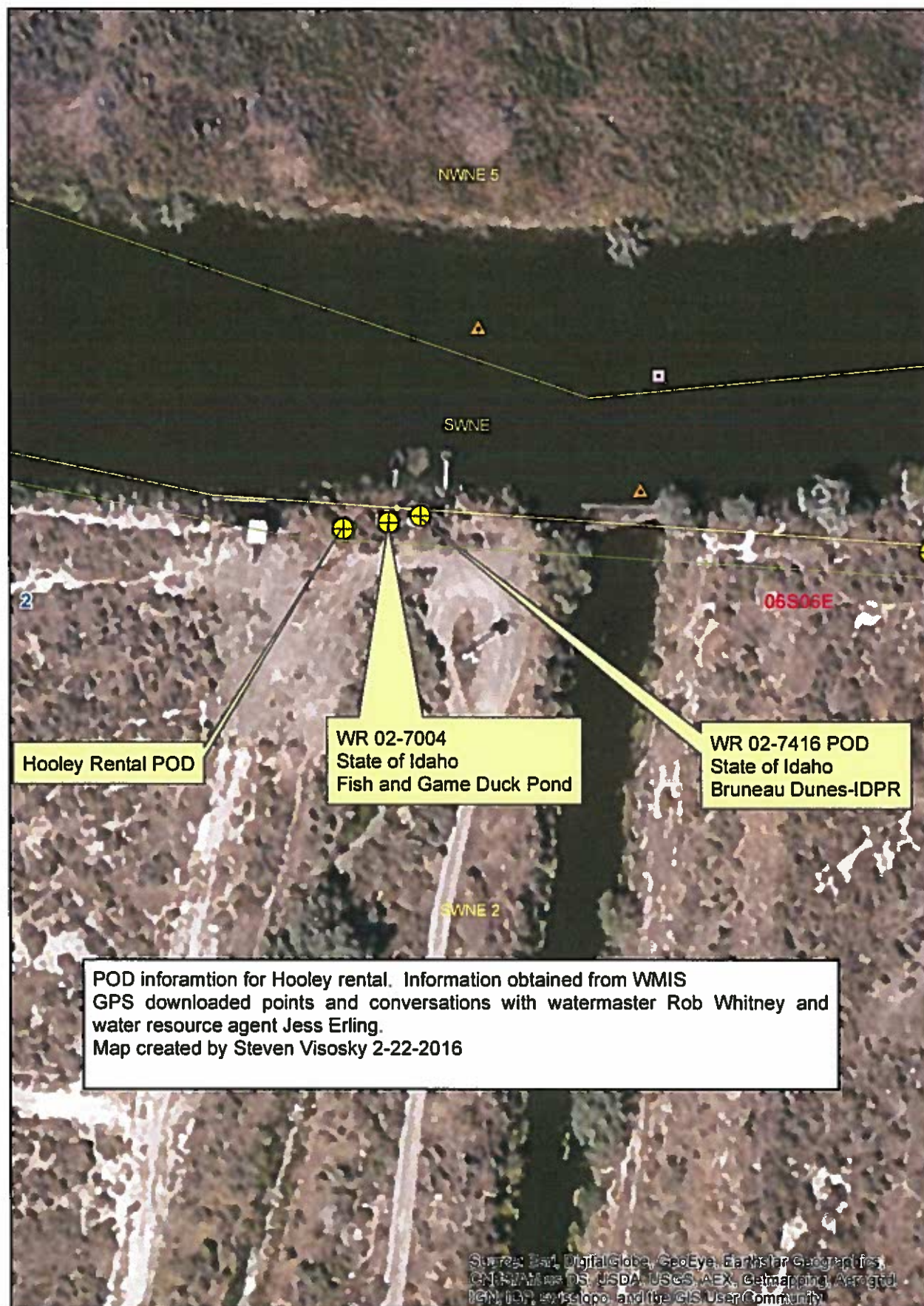
ENLARGEMENT OF USE: There are no water rights at the rental place of use and there will no enlargement of Right 02-10471 through this rental. The rental of right 02-10471 will fill the entire irrigation component of the requested rental.

LOCAL PUBLIC INTEREST: The applicant has unsuccessfully pursued the purchase of existing Snake River water rights from neighboring farms and continues to pursue permanent water supplies. Review staff has no information to suggest this application is inconsistent with the local public interest.

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

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The location for the rental is within the IDWR Western Region and within Water District #02. Comments from the watermaster and the Western Region were requested on 2-18-2016. Western Region responded with no concerns on 2-19-2016. Watermaster Rob Whitney approved the rental on 2-19-2016 with the requirement that diversion must not occur unless an IDWR approved measuring device has been installed. Rob also mentioned that the POD pump is for a single use (not a shared diversion) and is only authorized under a valid rental. Representative Lori Graves was contacted on 2-22-16 for clarification on question 3(D) on the application which states water rights 2-7004 and 2-7416 are diverted from the proposed rental POD. Lori confirmed the exact location of the POD with Dale Hooley and stated that the POD is for a single use and is not a shared diversion.

Water right 02-10471 was an indefinite lease with the Bank. In 2015, the Bank discontinued the indefinite lease program and gave lessors the opportunity to renew their lease for a period of up to five years or release it from the Bank. The owner of water right 2-10471 asked to have this water right released from the Bank at the end of 2016. Currently there are two other water rights renting this water right. The remainder of right 02-10471 that is still available for the 2016 season after this rental is approved is. 0.08 cfs, 16.0 AF, and 4 acres.



Visosky, Steven

From: Lori Graves [LGraves@spfwater.com]
Sent: Monday, February 22, 2016 1:11 PM
To: Visosky, Steven
Subject: RE: Dale Hooley rental application question

You bet Steven. Anytime.

From: Visosky, Steven [mailto:Steven.Visosky@idwr.idaho.gov]
Sent: Monday, February 22, 2016 1:06 PM
To: Lori Graves <LGraves@spfwater.com>
Subject: RE: Dale Hooley rental application question

Lori,

Thank you very much for your quick response.

Steven

From: Lori Graves [mailto:LGraves@spfwater.com]
Sent: Monday, February 22, 2016 1:06 PM
To: Visosky, Steven
Subject: FW: Dale Hooley rental application question

Here you go Steven. Thanks for your attention to this matter.

From: Diana Hooley [mailto:hooleydd@gmail.com]
Sent: Monday, February 22, 2016 1:04 PM
To: Lori Graves <LGraves@spfwater.com>
Subject: RE: Dale Hooley rental application question

No, it's a single field enclosed system.

On Feb 22, 2016 12:53 PM, "Lori Graves" <LGraves@spfwater.com> wrote:

Anybody else use yours?

From: Diana Hooley [mailto:hooleydd@gmail.com]
Sent: Monday, February 22, 2016 12:52 PM
To: Lori Graves <LGraves@spfwater.com>
Subject: Re: Dale Hooley rental application question

Hi Lori,

There are 3 PODs, within 100 ft or so, in this stretch of the Snake River. Bruneau Duck Ponds, Bruneau Sand Dunes, and mine. I don't know if this information is helpful or not.

Thanks, Dale

On Monday, February 22, 2016, Lori Graves <LGraves@spfwater.com> wrote:

Yes. the pod is in Gov Lt 2, SWNE, S2. I will contact our client regarding the pod use. Thanks Steven.

From: Visosky, Steven [<mailto:Steven.Visosky@idwr.idaho.gov>]

Sent: Monday, February 22, 2016 12:12 PM

To: Lori Graves <LGraves@spfwater.com>

Subject: Dale Hooley rental application question

Dear Lori Graves,

I am trying to complete the processing of Dale Hooley's rental application. From our conversation this morning, I do understand that water rights 02-7004 and 02-7416 do show up when doing an overlap analysis of the proposed rental POD location. Could you please confirm Dale Hooley's proposed rental POD is only going to be used by this rental and is not a shared diversion with any other rights. Also, the location that I believe Dale Hooley is proposing as the POD appears to be in Government Lot 2 (SWNE). Is this information correct?

Thanks,

Steven Visosky

Water Resource Agent

Idaho Department of Water Resources

322 E Front St

PO Box 83720

Boise ID 83720-0098

Phone (208) 287-4933

Visosky, Steven

From: Visosky, Steven
Sent: Friday, February 19, 2016 3:59 PM
To: Whitney, Rob
Subject: RE: Water Supply Bank comment for Hooley Rental

Rob,

Thank you for your time with the evaluation. I will make sure the rental agreement is conditioned so that prior to diversion, the renter shall install and maintain a measuring device acceptable to the Department as part of the diverting works.

Thanks

Steve V

From: Whitney, Rob
Sent: Friday, February 19, 2016 3:46 PM
To: Visosky, Steven
Cc: Erling, Jes; Whitney, Rob
Subject: RE: Water Supply Bank comment for Hooley Rental

Steve,

I think it's ok to approve this rental. As you noticed, this is a newer diversion installed by Hooley to convey water under the previous 5yr rental. There was no previous water right for this diversion according to Corbin. The pump is for a single use (not a shared diversion) and only authorized under a valid rental. We need to make sure the rental is conditioned that diversion must not occur unless an IDWR flow meter has been installed.

Thanks, RW

From: Visosky, Steven
Sent: Thursday, February 18, 2016 8:57 AM
To: Van Dyke, Nick; Whitney, Rob
Subject: Water Supply Bank comment for Hooley Rental

Dear Rob And Nick,

Attached is a map, copy of the rental application, and my memo for the Hooley rental proposal in the Water Supply Bank. Dale Hooley would be renting the same water right (2-10471 owned by JR Simplot) for one more year that he has rented for the last five years. The rental agreement would only be for one year as J R Simplot has requested to release this right from the Bank after the 2016 season.

Do you have any concerns, comments, or feedback that you would like to share before we prepare the rental agreement?

Thanks,

Steve Visosky
Water Resource Agent

Visosky, Steven

From: Van Dyke, Nick
Sent: Friday, February 19, 2016 12:41 PM
To: Visosky, Steven
Cc: Whitney, Rob
Subject: RE: Water Supply Bank comment for Hooley Rental

Steve,

No comment from western region issue/concern wise.

Nicholas Van Dyke

*Sr. Water Resource Agent
Idaho Department of Water Resources
Phone: (208) 334-2190
Fax: (208) 334-2348
Email: nick.vandyke@idwr.idaho.gov*

From: Visosky, Steven
Sent: Thursday, February 18, 2016 8:57 AM
To: Van Dyke, Nick; Whitney, Rob
Subject: Water Supply Bank comment for Hooley Rental

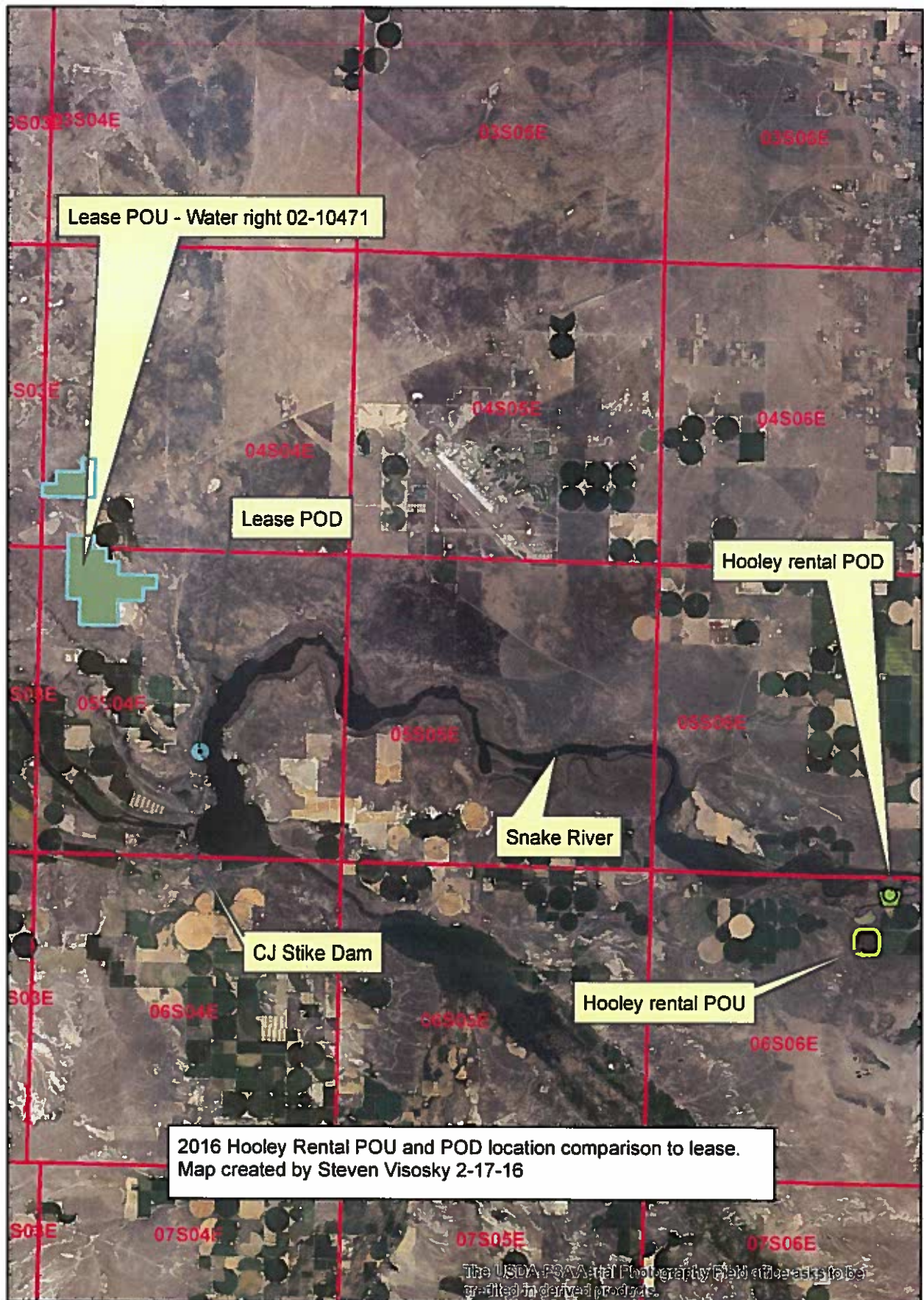
Dear Rob And Nick,

Attached is a map, copy of the rental application, and my memo for the Hooley rental proposal in the Water Supply Bank. Dale Hooley would be renting the same water right (2-10471 owned by JR Simplot) for one more year that he has rented for the last five years. The rental agreement would only be for one year as J R Simplot has requested to release this right from the Bank after the 2016 season.

Do you have any concerns, comments, or feedback that you would like to share before we prepare the rental agreement?

Thanks,

Steve Visosky
*Water Resource Agent
Phone (208)287-4933
steven.visosky@idwr.idaho.gov*



Visosky, Steven

From: Edl, Michele
Sent: Tuesday, February 16, 2016 12:45 PM
To: Visosky, Steven
Subject: FW: Dale Hooley

From: Lori Graves [<mailto:LGraves@spfwater.com>]
Sent: Tuesday, February 16, 2016 12:32 PM
To: Edl, Michele
Cc: hooleydd@gmail.com
Subject: RE: Dale Hooley

Michele,

Dale wants to go with option 2. Thanks.

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Tuesday, February 16, 2016 9:48 AM
To: Lori Graves <LGraves@spfwater.com>
Cc: Visosky, Steven <Steven.Visosky@idwr.idaho.gov>
Subject: RE: Dale Hooley

Lori,

I am assisting another agent with the Hooley rental request. Steve Visosky and I found enough water for 2016 through rental of the right that you suggested. However, that right will be out of the bank after 2016. Finding water for the full 5 years that your client requested isn't possible right now. How well do you know your client's mindset?

We have a couple options:

- (1) We could continue looking for a package of several rights that might supply a two or three year rental. We have found bits and pieces here and there, but haven't found set of rights which are both large enough and senior enough. The search for enough water will delay processing and in the end not likely to satisfy the a 5-year duration requested.
- (2) We could draft a rental agreement for the single right that will work for this year, today (or at most sometime this week) and hope that more water is available in the bank in the next and future years.

Let us know how your client wants to proceed.

Michele Edl

From: Lori Graves [<mailto:LGraves@spfwater.com>]
Sent: Monday, February 15, 2016 2:26 PM
To: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Cc: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Subject: Dale Hooley

Jean,

We submitted a rental application for Dale in October and were wondering the status?

Regards,
Lori

Lori Graves | Water Rights Specialist

SPF Water Engineering, LLC

300 E Mallard Drive, Suite 350 | Boise, ID 83706

p. 208.383.4140 | f. 208.383.4156 | c. 208.850.4601

e. lgraves@spfwater.com | w. www.spfwater.com

The information contained in this e-mail is intended only for the individual or entity to whom it is addressed. Its contents (including any attachments) may contain confidential and/or privileged information. If you are not an intended recipient you must not use, disclose, disseminate, copy or print its contents. If you receive this e-mail in error, please notify the sender by reply e-mail and delete and destroy the message.

Thiel, Sandra

From: Lori Graves [LGraves@spfwater.com]
Sent: Wednesday, November 11, 2015 8:20 AM
To: Thiel, Sandra
Cc: hooleydd@gmail.com
Subject: RE: Hooley Water Supply Bank Rental
Attachments: BLM Agreement.pdf; ID Power Agreement.pdf

Good Morning Sandra,

Attached are the agreements per your request.

From: Thiel, Sandra [<mailto:Sandra.Thiel@idwr.idaho.gov>]
Sent: Tuesday, November 10, 2015 9:17 AM
To: Lori Graves <LGraves@spfwater.com>
Subject: Hooley Water Supply Bank Rental

Hello, I am reviewing the water supply bank rental for Dale Hooley. On the application question 3E asks 'Do you own and/or possess the authority to divert water from the above POD's' On the application it says that the applicant has agreements with both the BLM and Idaho Power for the pod and pipeline. Can you send me copies of those agreements?

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



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Boise District Office

3948 Development Avenue

Boise, Idaho 83705

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



In Reply Refer To:
IDI-35112
2800

APR 5 2007

CERTIFIED MAIL #7004 1160 0004 1581 0990
RETURN RECEIPT REQUESTED

DECISION

Dale Hooley
26796 Indian Cover Lane
Hammett ID 83627

:
: Right-of-Way Grant IDI-35112

Right-of-Way Grant IDI-35112 Issued Rental Determined

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

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

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

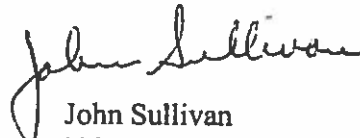
If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 43 CFR 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for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

Standards for Obtaining a Stay

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

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

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


John Sullivan
NCA Manager

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

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

SERIAL NUMBER IDI-35112

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

2. Nature of Interest:

a. By this instrument, the holder:

Dale Hooley
26796 Indian Cove Lane
Hammett ID 83627

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

Boise Meridian, Idaho

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

(as shown on the attached Exhibit A)

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

3. Rental:

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

4. Terms and Conditions:

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

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


(Signature of Holder)


(Signature of Authorized Officer)

(Title)

NCA Manager

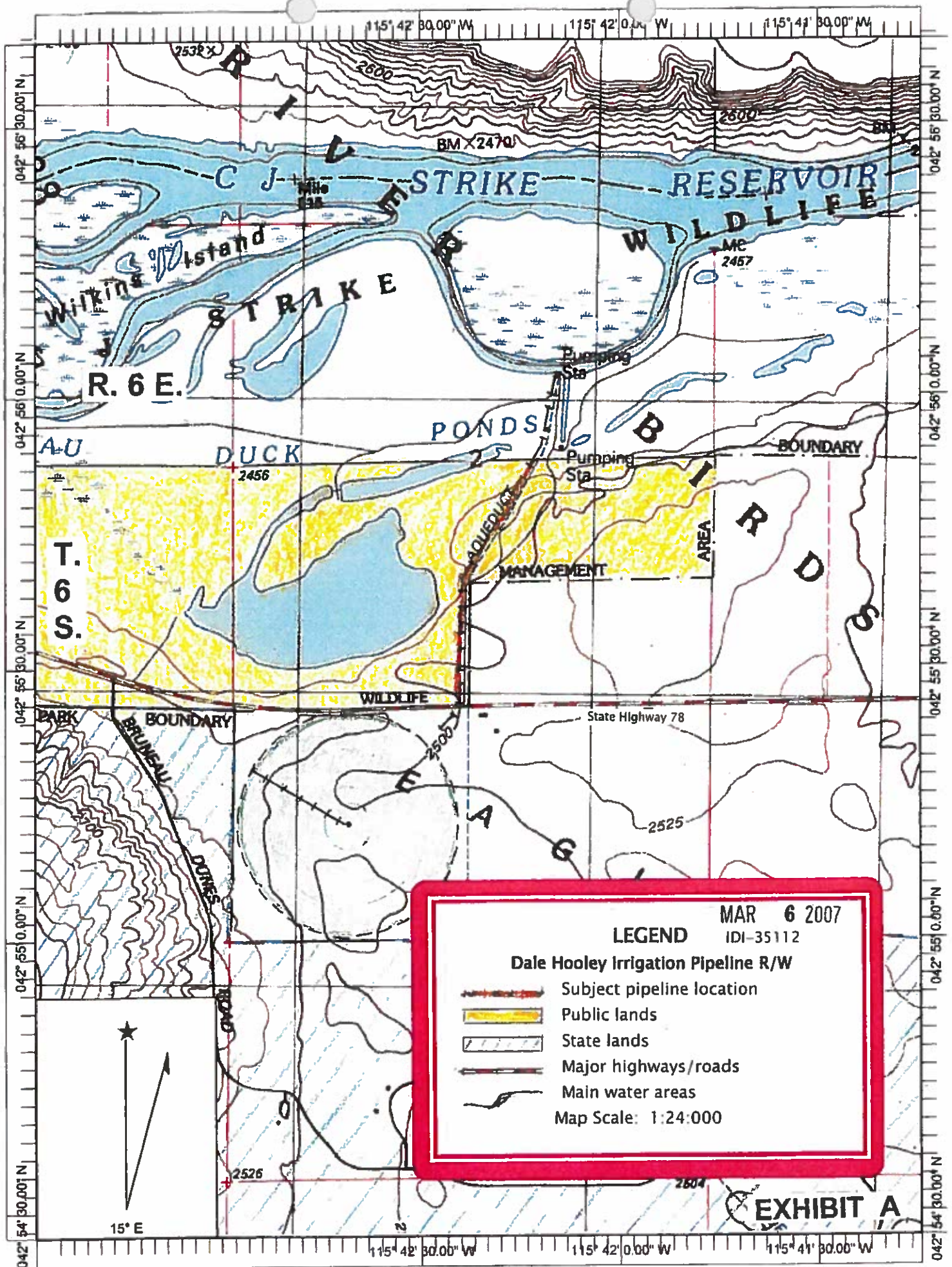
(Title)

4-3-07

(Date)

4-5-07

(Effective Date of Grant)



SPECIAL STIPULATIONS

Dale Hooley Water Pipeline

Right-of-Way IDI-35112

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

EXHIBIT B

IDI-35112

Page 2 of 3

MAR 6 2007

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

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

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

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

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

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

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

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

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

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

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



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

3

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



SPF WATER
ENGINEERING

RECEIVED

OCT 08 2015

DEPARTMENT OF
WATER RESOURCES

October 7, 2015

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. If such water is not available, applicant will transfer a portion of water right 2-7039 to the subject pivot acres and use the later season and/or subordinated rental water on the acres transferred. We would appreciate notification as soon as possible if the preferred water is or is not available in case a transfer application will be necessary.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Lori Graves".

Lori Graves
Water Rights Specialist

Cc: Dale Hooley

Enclosures

SPF file number: 1222.0010