

RECEIVED

SEP 04 2015

DEPARTMENT OF
WATER RESOURCES

**This is to certify that: KIRK S. EGBERT
1410 EAST 1300 N,
TERRETON, ID 83450
208-663-4505**

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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31-7316	5/10/1979	Ground Water	NA	0.04 cfs	6.0 af	N/A	2.0 ac
31-11443	5/14/1976	Ground Water	NA	0.66 cfs	99.0 af	N/A	33.0 ac

Annual Combined Rental Totals	0.70 cfs	105 af	N/A	35.0 ac
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Term of Rental: September 1, 2015 through December 31, 2015

Rental Fee: \$1,785.00

The fee for rental of the above-described water is \$1,785.00 per year. Ten percent (\$178.50) will go to the Department for 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.

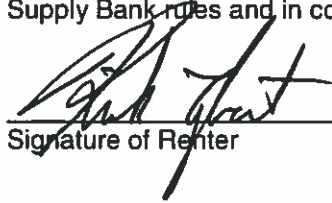
Detailed water right conditions are attached.

SUPPORT DATA

IN FILE # 31-7316

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

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



Signature of Renter

Kirk Egbert

Printed Name and Title*

8/31/15

Date

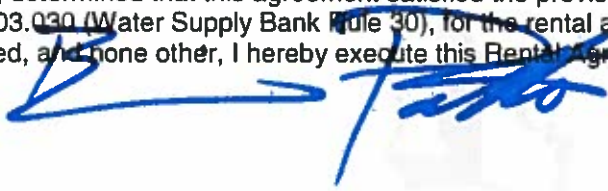
Signature of Renter

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 9/8/2015

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

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

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	NW¼SE¼NE¼	SEC. 1	TWP 07N	RGE 37E	JEFFERSON COUNTY
GROUND WATER	NW¼SE¼NW¼	SEC. 2	TWP 07N	RGE 37E	JEFFERSON COUNTY

BENEFICIAL USE

IRRIGATION

SEASON OF USE

09/1 TO 11/01

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	
07N	37E	1					4.4	4.4	4.4	4.4									17.5
07N	37E	2	4.4	4.4	4.4	4.4													17.5

Total Acres: 35

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 action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
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. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 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. 110.
12. The following rights are diverted through point(s) of diversion described above: 31-11947, 31-11410, 31-11414, 31-11428, and 31-11954.
13. The right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
14. 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.



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK

JUN 01 2015

DEPARTMENT OF
WATER RESOURCESApplicant Name: Kirk S. EgbertIs 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 *Application to Rent Water from the Board's 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 |
| 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)

31-11443

31-7316

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Kirk S. Egbert

Mailing Address 1410 East 1300 N, Terreton, ID 83450

Email Address kkegbert1985@yahoo.com Phone Number 208-663-4505

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 Keith C. Wilson Professional Title Senior Water Rights Analyst

Organization Rocky Mountain Environmental Associates Inc Relationship to Applicant Consultant & Friend

Mailing Address 482 Constitution Way, Suite 303, Idaho Falls, ID 83402

Email Address keith.rmea@gmail.com Phone Number 208-254-2353

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:
To allow irrigation with end-guns of two center pivot in response to a N.O.V.

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)
0.696 CFS	105.0 AF	0.695 CFS	105 AF	35.0 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?	
April 1, 2015	07/01/2015 or as soon as approved	1	☒ 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
Ground water	7N	37E	1	NW	SE	NE	Jefferson	31-11954,31-11410,31-11414 &
Ground water	7N	37E	2	NW	SE	NW	Jefferson	31-11428 & 31-11947

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.

- 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	
7N	37E	1					34	36	34	33									137.0
		2	36	35	32	34													137.0
2015 Irrigation Schedule of 212 ac Plus 35 ac of Rental Water = 247 ac																			
The entry in this grid must match the map from item 2 on the application.																			
Total Acres (for irrigation)																			274.0

- 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):
Two wells with main-lines to two center pivots with end-guns.

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:

Ground water rights: 31-11410, 31-11414, 31-11428, 31-11947 & 31-11947 in response to a N.O.V.

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

See Attachment 4.A

A. Are you requesting to rent specific water rights?

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)
31-11443	Irrigation	Ground water	0.66	99.0	33.0	2015	2015		0.66	99.0	33.0
31-7316	Irrigation	Ground water	0.69	117.0	39.0	2015	2015		0.035	6.0	2.0
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	0.695 CFS	105.0 AF	35.0 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: **N/A**

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:

- 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.

August 13, 2014, Sec 36, T 6N, R34E & Sec 28, T6N, R35E, Jefferson County. See Attachment 5C

NOTE: This rental application are for additional acres found to have been irrigated in addition to N.O.V. acres

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

Kirk S Egbert
Printed Name of Applicant

4/15/2015
Date

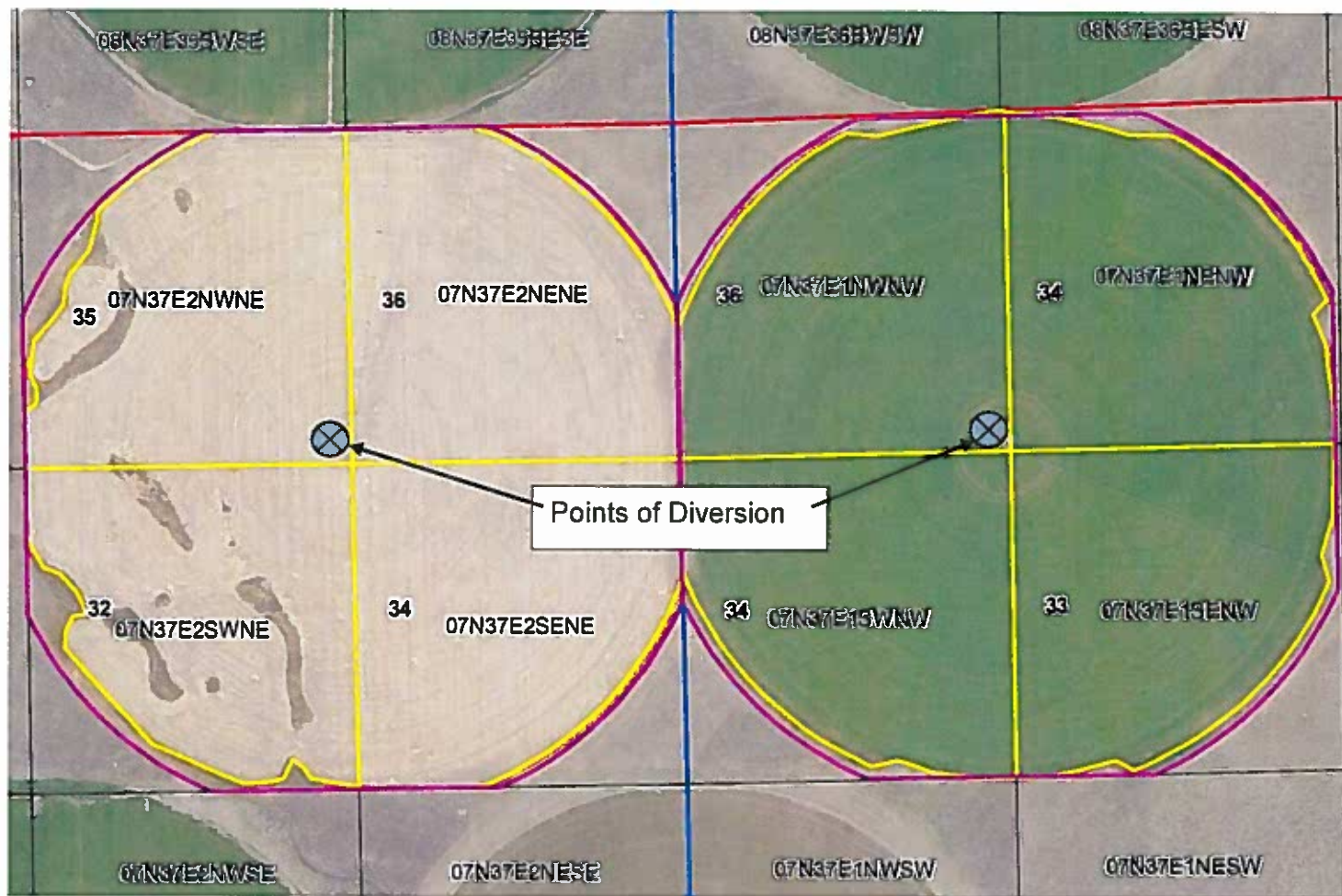

Signature of Representative

KEITH C WILSON
Printed Name of Representative

4/15/2015
Date

Mail to:

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



33 ac (31-11443) 2.0 ac (31-7316)

ESPA Summary - Attachment #3G

TRANSFER NO:

TRANSFER NAME:

Egbert (35ac)

PREPARED BY:

DATE:

Rocky Mountain Environmental - Keith C. Wilson
4/3/2015

Transfer Tool Version 3.1

WATER RIGHTS INVOLVED:

Group 1		Group 2	
Transfer Rights	Additional Mitigation Rights		
Right No.	Priority Date	Right No.	Priority Date
31-11443	5/14/1976		
31-7316	5/10/1979		

HISTORIC BENEFICIAL USE:

Trans/Mit. Rights (group no.)	Acres to Dry Up (ac)	Beneficial Use (af/yr)	Total (af/yr)
31-11443	33.0	3.0	99.0
31-7316	2.0	3.0	6.0

MODEL CELL LOCATIONS:

	TO WELL	FROM1 WELL	FROM2 WELL	FROM3 WELL
ROW	44	42	46	0
COLUMN	176	172	156	0

Transfer 33 ac of 31-11443 & 2.0 ac of 31-7316 to Sec 1 or 2. T7N, R37E

TO Well (Protected Use)	Start Date		End Date		Water Use		Acres Authorized (acres)	Notes
	Season	Year	Season	Year	Annual (af/yr)	Trimester (af/trimester)		
	Spring	2015	Winter	2015	105.0	35.0	35.0	
FROM1 Well (With Transfer)	Spring	1976	Winter	2014	99.0	33.0	33.0	
	Spring	2015	Winter	2015	0.0	0.0	0.0	
	Spring	2016	Winter	2108	99.0	33.0	33.0	
FROM1 Well (Without Transfer)	Spring	1976	Winter	2108	99.0	33.0	33.0	
FROM2 Well (With Transfer)	Spring	1979	Winter	2014	6.0	2.0	2.0	
	Spring	2015	Winter	2015	0.0	0.0	0.0	
	Spring	2016	Winter	2125	6.0	2.0	2.0	
FROM2 Well (Without Transfer)	Spring	1979	Winter	2125	6.0	2.0	2.0	

ENHANCED GROUND-WATER RIGHTS TRANSFER SPREADSHEET

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

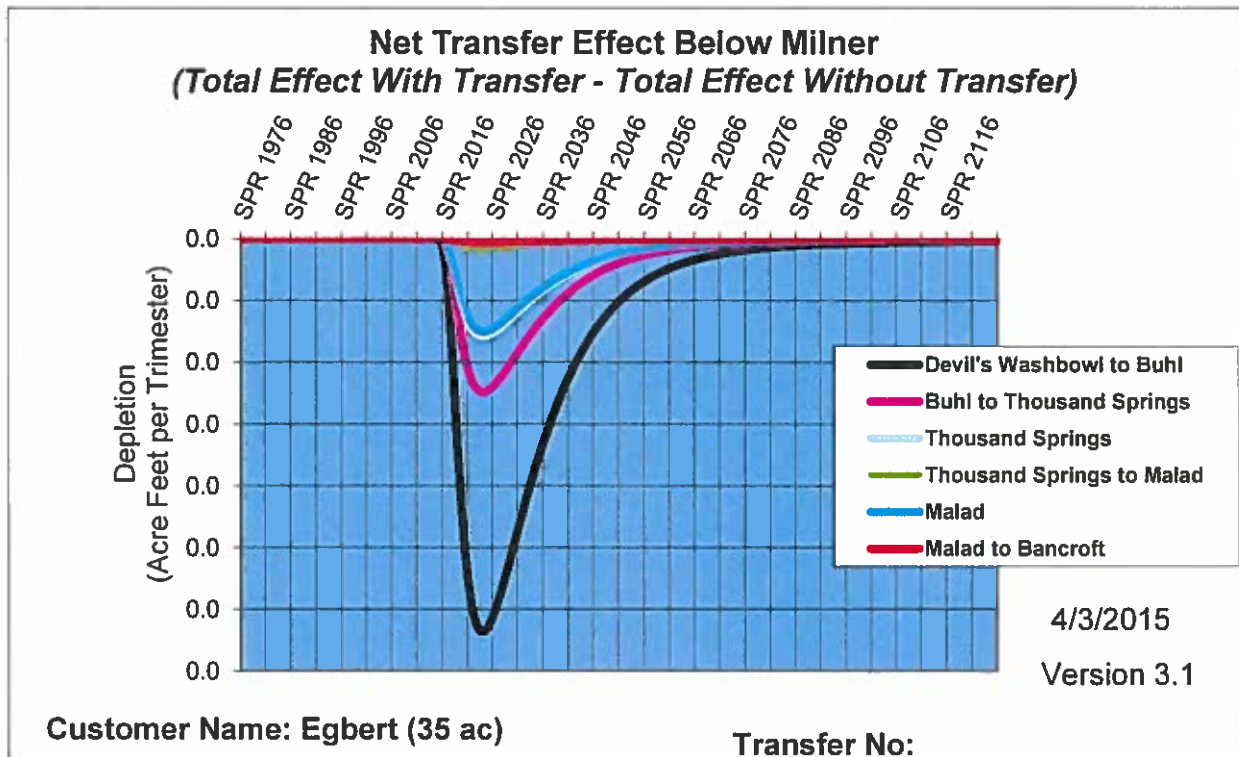
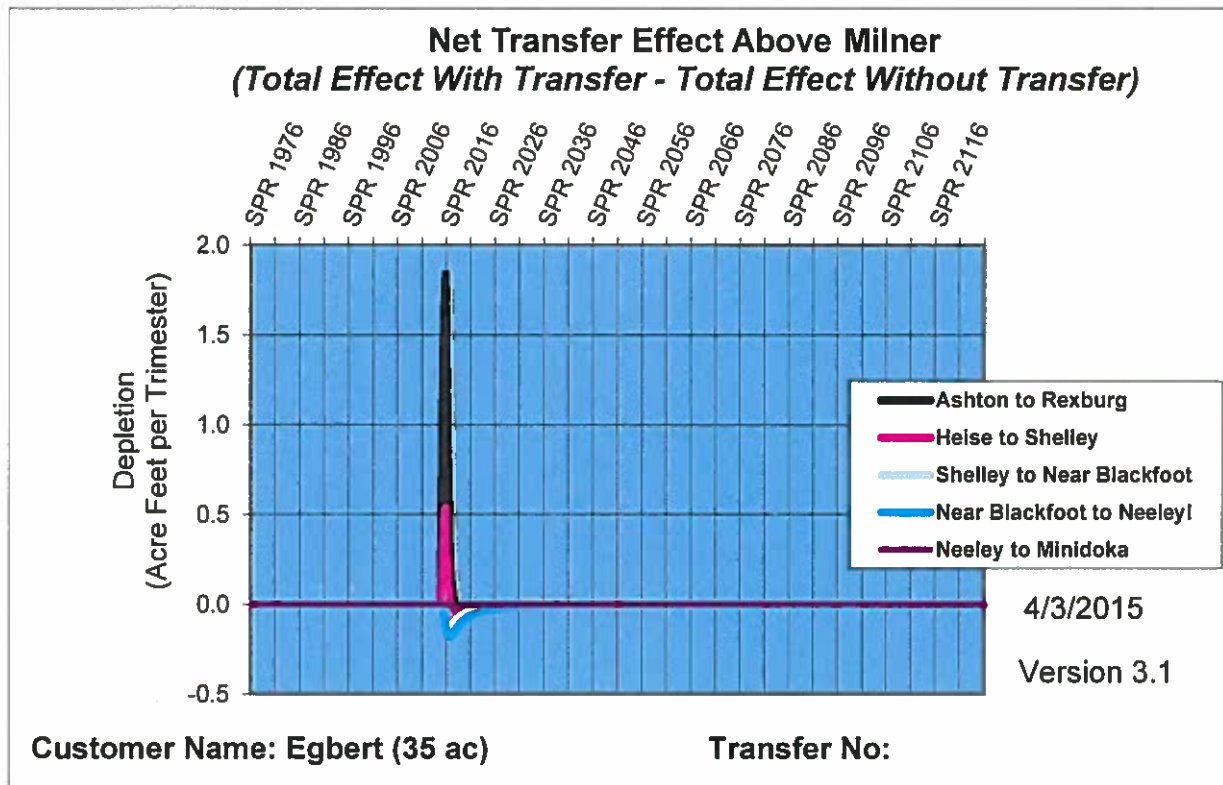
TRANSFER NO:

YEAR	1976	TRANSFER NAME:	Kirk Egbert (35ac)
SEASON	Spring		

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	44	42	46	0
COLUMN	176	172	156	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1976	0.0	33.0	33.0	0.0	0.0
SUM 1976	0.0	33.0	33.0	0.0	0.0
WIN 1976	0.0	33.0	33.0	0.0	0.0
SPR 1977	0.0	33.0	33.0	0.0	0.0
SUM 1977	0.0	33.0	33.0	0.0	0.0
WIN 1977	0.0	33.0	33.0	0.0	0.0
SPR 1978	0.0	33.0	33.0	0.0	0.0
SUM 1978	0.0	33.0	33.0	0.0	0.0
WIN 1978	0.0	33.0	33.0	0.0	0.0
SPR 1979	0.0	33.0	33.0	2.0	2.0
SUM 1979	0.0	33.0	33.0	2.0	2.0
WIN 1979	0.0	33.0	33.0	2.0	2.0
SPR 2014	0.0	33.0	33.0	2.0	2.0
SUM 2014	0.0	33.0	33.0	2.0	2.0
WIN 2014	0.0	33.0	33.0	2.0	2.0
SPR 2015	33.5	0.0	33.0	0.0	2.0
SUM 2015	33.5	0.0	33.0	0.0	2.0
WIN 2015	33.5	0.0	33.0	0.0	2.0
SPR 2016	0.0	33.0	33.0	2.0	2.0
SUM 2016	0.0	33.0	33.0	2.0	2.0
WIN 2016	0.0	33.0	33.0	2.0	2.0
SPR 2122	0.0	33.0	33.0	2.0	2.0
SUM 2122	0.0	33.0	33.0	2.0	2.0
WIN 2122	0.0	33.0	33.0	2.0	2.0
SPR 2123	0.0	33.0	33.0	2.0	2.0
SUM 2123	0.0	33.0	33.0	2.0	2.0
WIN 2123	0.0	33.0	33.0	2.0	2.0
SPR 2124	0.0	33.0	33.0	2.0	2.0
SUM 2124	0.0	33.0	33.0	2.0	2.0
WIN 2124	0.0	33.0	33.0	2.0	2.0
SPR 2125	0.0	33.0	33.0	2.0	2.0
SUM 2125	0.0	33.0	33.0	2.0	2.0
WIN 2125	0.0	33.0	33.0	2.0	2.0



Change Ratio

Period	Asht to Rexburg	Heise to Shelley	Shelley to Nr. Blckft.	Nr. Blckft to Neeley	Neeley to Minidoka	DWB to Buhl	Buhl to Kspr	Kspr Kspr	Kspr to Malad	Malad	Malad to Bancr.
SPR 2014	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SUM 2014	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
WIN 2014	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SPR 2015	1.05	1.03	0.99	0.99	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SUM 2015	1.08	1.06	0.97	0.98	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
WIN 2015	1.09	1.07	0.95	0.97	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SPR 2016	1.05	1.04	0.94	0.96	0.99	1.00	1.00	1.00	1.00	1.00	100.0%
SUM 2016	1.02	1.02	0.94	0.95	0.99	1.00	1.00	1.00	1.00	1.00	100.0%
WIN 2016	1.01	1.01	0.95	0.95	0.99	1.00	1.00	1.00	1.00	1.00	99.9%
SPR 2017	1.00	1.00	0.95	0.96	0.99	1.00	1.00	1.00	1.00	1.00	99.9%
SUM 2017	1.00	1.00	0.96	0.96	0.99	1.00	1.00	1.00	1.00	1.00	99.8%
WIN 2017	1.00	1.00	0.96	0.96	0.99	1.00	1.00	1.00	1.00	1.00	99.7%
SPR 2018	1.00	1.00	0.97	0.97	0.98	1.00	1.00	1.00	1.00	1.00	99.6%
SUM 2018	1.00	1.00	0.97	0.97	0.98	0.99	0.99	0.99	0.99	0.99	99.5%
WIN 2018	1.00	1.00	0.98	0.97	0.98	0.99	0.99	0.99	0.99	0.99	99.4%
SPR 2019	1.00	1.00	0.98	0.98	0.98	0.99	0.99	0.99	0.99	0.99	99.3%
SUM 2019	1.00	1.00	0.98	0.98	0.98	0.99	0.99	0.99	0.99	0.99	99.3%
WIN 2019	1.00	1.00	0.98	0.98	0.98	0.99	0.99	0.99	0.99	0.99	99.2%
SPR 2022	1.00	1.00	0.99	0.99	0.98	0.99	0.99	0.99	0.99	0.99	98.8%
SUM 2022	1.00	1.00	0.99	0.99	0.98	0.99	0.99	0.99	0.99	0.99	98.8%
WIN 2022	1.00	1.00	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	98.8%
SPR 2027	1.00	1.00	1.00	0.99	0.99	0.99	0.99	0.99	0.99	0.99	98.8%
SUM 2027	1.00	1.00	1.00	1.00	0.99	0.99	0.99	0.99	0.99	0.99	98.9%
WIN 2027	1.00	1.00	1.00	1.00	0.99	0.99	0.99	0.99	0.99	0.99	98.9%
SPR 2028	1.00	1.00	1.00	1.00	0.99	0.99	0.99	0.99	0.99	0.99	98.9%
SUM 2028	1.00	1.00	1.00	1.00	0.99	0.99	0.99	0.99	0.99	0.99	98.9%
WIN 2028	1.00	1.00	1.00	1.00	0.99	0.99	0.99	0.99	0.99	0.99	98.9%
SPR 2076	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	99.9%
SUM 2076	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	99.9%
WIN 2076	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
WIN 2122	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SPR 2123	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SUM 2123	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
WIN 2123	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SPR 2124	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SUM 2124	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
WIN 2124	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SPR 2125	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SUM 2125	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
WIN 2125	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%

Calculated Effects

Net Transfer Effect (AF/four months)											
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bckft	Nr Bckft to Neeley	Neeley to Minidoka	Dev. Wbl. to Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2015	1.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2015	1.6	0.4	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2015	1.8	0.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2016	0.9	0.3	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2016	0.4	0.1	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2016	0.2	0.0	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2017	0.1	0.0	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2017	0.0	0.0	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2017	0.0	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2018	0.0	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2018	0.0	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2018	0.0	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2037	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2037	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2037	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2119	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2119	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2119	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2120	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2120	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2120	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2121	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2121	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2121	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2122	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2122	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2122	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2123	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2123	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2123	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2124	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2124	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2124	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2125	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2125	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2125	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

ESPA Spreadsheet Data

Enter First Time Step of Transfer: **SPR 2015**

2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Steady State																				
Preexisting Effects @ (Last Time Step):	19.90	8.11	2.62	4.05	0.10	0.11	0.04	0.03	0.00	0.02	0.00	0.02	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00
Value of Dep. @ Last Time Step:	19.90	8.11	2.62	4.05	0.10	0.11	0.04	0.03	0.00	0.02	0.00	0.02	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00
Transient State																				
Preexisting Effects @ (Max Value Time Step):	19.90	8.11	2.62	4.05	0.10	0.11	0.04	0.03	0.00	0.02	0.00	0.02	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00
Max. Value of Dep. After Trans:	21.56	8.58	2.62	4.05	0.10	0.11	0.04	0.03	0.00	0.02	0.00	0.02	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00
Steady State Change:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transient State Change:	1.66	0.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Mitigation Analysis

Impact by Reach (AF/Trimester)

	AtR	HtS	SiNB	NtM	NtB	DWtB	BiTS	TS	TSM	M	MTB
Pre-SS	19.90	8.11	2.62	4.05	0.10	0.11	0.04	0.03	0.00	0.02	0.00
Post-SS	19.90	8.11	2.62	4.05	0.10	0.11	0.04	0.03	0.00	0.02	0.00
Pre-TS	19.90	8.11	2.62	4.05	0.10	0.11	0.04	0.03	0.00	0.02	0.00
Post-TS	21.56	8.58	2.62	4.05	0.10	0.11	0.04	0.03	0.00	0.02	0.00

Steady State Analysis

Mitigation Check 1 - > 10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2 - > 2 AF/T:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - > 10% of Total:	56.9%	23.2%	7.5%	11.6%	0.3%	0.3%	0.1%	0.1%	0.0%	0.1%	0.0%
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - > 10% of Historical:	8.3%	5.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2 - > 2.01 AF/T:	1.7	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	1.7	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Calculations for Water Bank Rental

R40 C172	5/10/1979											
31-7316	Unford_5.46 cfs/308 ac, 924 afa = 3.0 af/ac											
T08N, R36E	SEC.	¼-¼	Acres	LEASED		¼-¼	Acres	LEASED		¼-¼	Acres	LEASED
0.017727 cfs/ac 3.0 ac-ft/ac 39.0 ac-ft/ac	25	NENE	5.6	2.6		NENW	30.0	5.0		NESE	9.3	3.1
		NWNE	38.0	2.0		SENE	32.0	6.0		NWSE	40.0	1.1
		SWNE	40.0	3.2		NESW	34.0	4.5		SWSE	37.0	1.1
		SENE	6.3	3.2		SESW	29.0	4.0		SESE	6.8	3.2
												Total
117.0 afa			11.0 ac			19.5 ac			8.5			39.0 ac
Dave Sanders Rented for Sec 14 & 15, T7N, R36E =												-16.8 ac
See calculation below for Ebgert Rent for Sec 33, T8N, R37E =												-20.2
Remaining Acres from 31-7316 =												2.0 ac

R42 C172	5/14/1976											
31-11443	Jacobs_ 0.66 cfs/33 ac, 99.0 afa = 3.0 ac-ft/ac											
T07N, R37E	SEC.	¼-¼	Acres	LEASED		¼-¼	Acres	LEASED				
	7	NENE	38.0	4.1		NENW	39.0	4.2				
0.02 cfs/ac		NWNE	39.0	4.2		NWNW	30.0	4.1				
3.0 ac-ft/ac		SWNE	40.0	4.1		SWNW	30.0	4.1				
33.0 ac		SENE	39.0	4.1		SENE	40.0	4.1				
	99.0 afa			16.5 ac			16.5			= Total available acres = 33.0 ac		

31-7316 Linford: Available Acres =	2.0 ac	X	0.017727	=	0.03545 cfs
31-11443 Jacobs: Available Acres =	33.0 ac	X	0.02	=	0.66000 cfs
Rental Acres for Sec 1 & 2, T8N, R37E =	35.0 ac	& Total Diversion Rate =			0.69545 cfs

Determine Acres Requiring Rental Water in Sec 33, T8N R37E

R42 C175	Irrigated				
T8N, R37E	SEC	¼-¼	Acres	Acres	Acres
	33	NENE	29.4	33 ac	-3.6
		NWNE	29.7	33 ac	-3.3
		SWNE	29.9	32 ac	-2.1
		SENE	29.8	32 ac	-2.2
	Totals		118.8	130.0 ac	-11.2 ac

T8N, R37E	SEC	¼-¼	Acres	Acres	Acres
	33	NENW	33	33 ac	0.0
		NWNW	33	35 ac	-2.0
		SWNW	33	34 ac	-1.0
		SENE	33	35 ac	-2.0
	Totals		137	132 ac	-5.0 ac

T8N, R37E	SEC	¼-¼	Acres	Acres	Acres
	33	NESW	35	35 ac	0.0
		NWSW	35	35 ac	0.0
		SWSW	33	35 ac	-2.0
		SESW	33	35 ac	-2.0
					-4.0 ac

11.2 ac
5.0 ac
4.0 ac

20.2 ac = Total Rental Ac for S33

Using 31-7316 (Linford right)	
	20.2 ac
X	0.017727 cfs/ac
	0.3581 cfs

5. ADDITIONAL INFORMATION

A. Is this the first time that rental water is being requested for this purpose at the rental place of use? **NO.**

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

Water rights 31-11410, 31-11414, 31-114728, 31-11947, 31-11954, are appurtenant to the NW¼ Sec 1 and NE¼ Sec 2, T7N, R37E. These water rights are subject to an irrigation schedule that increases the diversion rate and the number of irrigable acres on an annual basis as seen below:

Year	CFS	Acres	Year	CFS	Acres
2008	3.92	179.0	2024	5.10	239.0
2009	4.02	184.0	2025	5.16	242.0
2010	4.11	189.0	2026	5.22	245.0
2011	4.21	194.0	2027	5.28	248.0
2012	4.31	199.0	2028	5.34	251.0
2013	4.41	204.0	2029	5.40	254.0
2014	4.51	209.0	2030	5.46	257.0
2015	4.57	212.0	2031	5.52	260.0
2016	4.63	215.0	2032	5.58	263.0
2017	4.69	218.0	2033	5.63	266.0
2018	4.75	221.0	2034	5.69	269.0
2019	4.81	224.0	2035	5.75	272.0
2020	4.86	227.0	2036	5.81	275.0
2021	4.92	230.0	2037	5.87	278.0
2022	4.98	233.0	2038	5.93	281.0
2023	5.04	236.0	2039	5.99	284.0

Irrigation for 2015 = 212.0 ac
Rental Water = 35.0 ac
Total acres 2015 = 247.0 ac

Mr. Egbert has secured a permanent water right for his needs but with the irrigation schedule increasing on an annual basis requires that Mr. Egbert change his irrigation practices annually. This has created several challenges in order for him to utilize the center pivots in an efficient manner.

Originally in 2008 Mr. Kirk Egbert leased approximately 95.5 acres of water rights 31-7267A & 31-10964A, 31-7084, 31-7569, 31-7103 & 31-11387, 31-7104, 31-7105 & 31-11388, 31-7106 & 31-11389 into the Water Supply Bank. The original ESPA Spreadsheet Analysis used at that time allowed irrigation of acres on all of Mr. Egbert's farm, and in particular within the NW¼ Sec 1 and the NE¼ Sec 2, T7N, R37E.

Mr. Egbert had assumed that he would be able to continue irrigating the acres in Sec 1 and Sec 2 using the water rights that he has leased into the bank using the original ESPA Model used in 2008. However, with recent changes in the procedures and the requirement that the current ESPA Model be used on an annual basis the model does not support using the rental water in Sec 1 and Sec 2, T7N, R37E, without additional mitigation.

Mr. Egbert is keenly aware that the Idaho Department of Water Resources monitors irrigated acres and wants to make sure that he irrigates every acre that he is allowed to insure that he does not forfeit any portions of his water rights.

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO
CONSENT ORDER AND AGREEMENT**

In the Matter of Notice of Violation No. E2014-654 dated August 13, 2014.

BACKGROUND

- 1) Kirk S. Egbert ("Egbert") owns and irrigates land located within Section 36, Township 6 North, Range 34 East, and Section 28, Township 6 North, Range 35 East, Jefferson County, Idaho ("subject land"). Water Rights 31-7569, 31-12076, 31-12077, 31-12283 and 31-12285 authorize irrigation within the subject land.
- 2) The Idaho Department of Water Resources ("Department") notified Egbert by a letter dated June 16, 2014, that the acres irrigated under the above water rights appeared to exceed the acres authorized. Egbert met with Department staff on July 3, 2014, and confirmed that excess irrigation occurred in 2013 and has continued in 2014. Egbert was advised to secure a Water Supply Bank ("WSB") rental to authorize the excess irrigation for 2014.
- 3) The Department issued a Notice of Violation ("NOV") to Egbert on August 13, 2014. The NOV alleged that Egbert irrigated approximately 60 acres in excess of the acres authorized by his water rights in 2013 and 2014.
- 4) At the request of Egbert, a compliance conference concerning the NOV was held on September 3, 2014.
- 5) As of the date of the compliance conference, Egbert had submitted applications to lease water into the WSB but had not submitted application(s) to rent water from the WSB for 2014.

APPLICABLE LAW

- 1) Diversion of water and irrigation of land without a valid water right or use of water not in conformance with a water right constitutes a violation of Idaho Code §42-351.
- 2) The Department, on behalf of the director, may initiate an administrative enforcement action for designated violations of Title 42 of the Idaho Code pursuant to Idaho Code §42-1701B.

1 | NOV No. E2014-654

- 3) Idaho Code §42-1701B allows the director to seek civil penalties and other redress pursuant to an NOV.
- 4) For violations of Idaho Code §42-351, the Department may seek civil penalties up to three hundred dollars (\$300) annually for each acre irrigated without a valid water right or not in conformance with a water right.
- 5) Idaho Code §42-1701B(3) provides that the recipient of an NOV shall be entitled to a compliance conference concerning the NOV. A request for a compliance conference must be made within 14 days of the receipt of the NOV.
- 6) Idaho Code §42-1701B(4) provides that the Department and the NOV recipient may enter into a consent order formalizing an agreement to remedy or resolve the violation and assure future compliance.

TERMS OF AGREEMENT AND ORDER

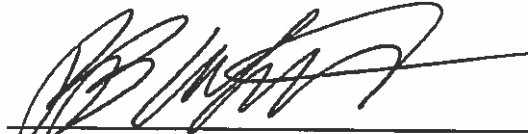
- 1) The excess or unauthorized irrigation that occurred on the subject land in 2013 and 2014 is agreed between Egbert and the Department to be fifty five (55) acres.
- 2) Egbert agrees to submit application(s) to rent water from the WSB intended to authorize the excess irrigation identified in 2014.
- 3) Egbert agrees to meet with Department staff prior to the start of the 2015 irrigation season to quantify his water rights and identify acres intended to be irrigated in 2015. Egbert agrees to not irrigate acres in excess of those authorized by valid water rights.
- 4) Egbert agrees to pay a civil penalty in the amount of \$300/acre for any of the 55 acres that cannot be authorized under a WSB rental agreement for 2014 (\$16,500 max). Any applicable penalty amount due after WSB action on a related rental application for 2014 must be paid within 14 days of approval or denial of the proposed rental.
- 5) Egbert agrees to pay a civil penalty in the amount of seven thousand four hundred eighty dollars (\$7,480) for the unauthorized irrigation of 55 acres in 2013 (\$136/acre). This amount is due and payable within 14 days of execution of this agreement by Egbert.
- 6) The Department agrees to dismiss nine thousand twenty dollars (\$9,020) of the maximum civil penalty that may be imposed for the unauthorized irrigation of 55 acres in 2013 provided the terms of this agreement are met in full.
- 7) Egbert agrees that if the terms of this agreement are not met in full and/or the agreed civil penalty is not paid, the Department may initiate a civil action in the district court.

2 | NOV No. E 2014 - 654

- 8) Upon execution of this agreement, compliance with the terms contained herein and the Department's receipt of the agreed civil penalty described above, NOV number E2014-654 will be considered resolved.

Dated this 10th day of September, 2014

RECEIVED
SEP 15 2014
DEPARTMENT OF
WATER RESOURCES

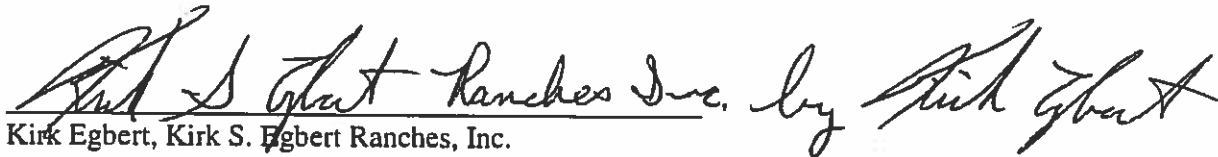


ROBERT B. WHITNEY
Water Compliance Bureau

CONSENT

Respondent acknowledges in general the facts set forth herein and accepts fully the terms and conditions of this Order. These terms shall become effective upon execution by the parties. Respondent waives any right to contest this Order and consents to the issue hereof.

Dated this 13 day of September 2014



Kirk Egbert, Kirk S. Egbert Ranches, Inc.

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MEMORANDUM

DATE: September 17, 2015
TO: Water Right File 31-7316 and 31-11443
FROM: Clay Webster

RE: Egbert WSB Rental POD Error

During creation of shapes for the Egbert rental of this right, the department found that the PODs were identified in the wrong location on the rental agreement. This shapes were incorrectly identified as NWSENE of Township 07N Range 37E Section 01 and NWSENE of Township 07N Range 37E Section 2. The correct locations are NWNW Lot 4 of Township 07N Range 37E Section 01 and NWNE Lot 2 of Township 07N Range 37E Section 2.



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

September 9, 2015

KIRK S EGBERT
1410 EAST 1300 N
TERRETON ID 83450

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 31-7316 & 31-11443 AND 31-7316**

Dear Renter:

Please find enclosed a receipt in the amount of **\$2,815.20** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 105 and 60.6 acre-feet of water for irrigation of 35 and 20.2 acres during 2015. 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 \$2,533.68 of the rental fee will be paid to the lessor(s) and 10% or \$281.52 will be retained by the Department to offset administrative costs.

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

Sincerely,

For - Remington Buyer
Water Supply Bank Coordinator

Enclosure(s): Receipt No. C100966
Rental Agreement (copy)

c: Sascha Marston – Fiscal
James Cefalo – IDWR Eastern Regional Office/Water District # 110
Keith Wison – Rocky Mountain Environmental Assoc
Tim Luke – IDWR Compliance Bureau



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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 27, 2015

KIRK S EGBERT
1410 EAST 1300 N
TERRETON ID 83450

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 31-7316 AND 31-11443**

*****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 \$1,785.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 105 acre-feet.

Please send a check for \$1,785.00 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 \$1,606.50 of the rental fee will be paid to the lessor(s) and 10% or \$178.50 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

fk - Cherie Palmer
Water Rights Supervisor

Enclosure(s): Proposed Rental Agreement

c: IDWR Front Desk
Keith Wilson – Rocky Mountain Environmental Assoc. Inc.

MEMO

TO: Rob Whitney, Compliance Bureau

CC: James Cefalo, Watermaster

cc: Rental file 31-7316

FROM: Cherie Palmer

DATE: August 26, 2015

RE: Possible Unauthorized use of Water Rights 31-11410, 31-11414, 31-11428, 31-11947, and 31-11954

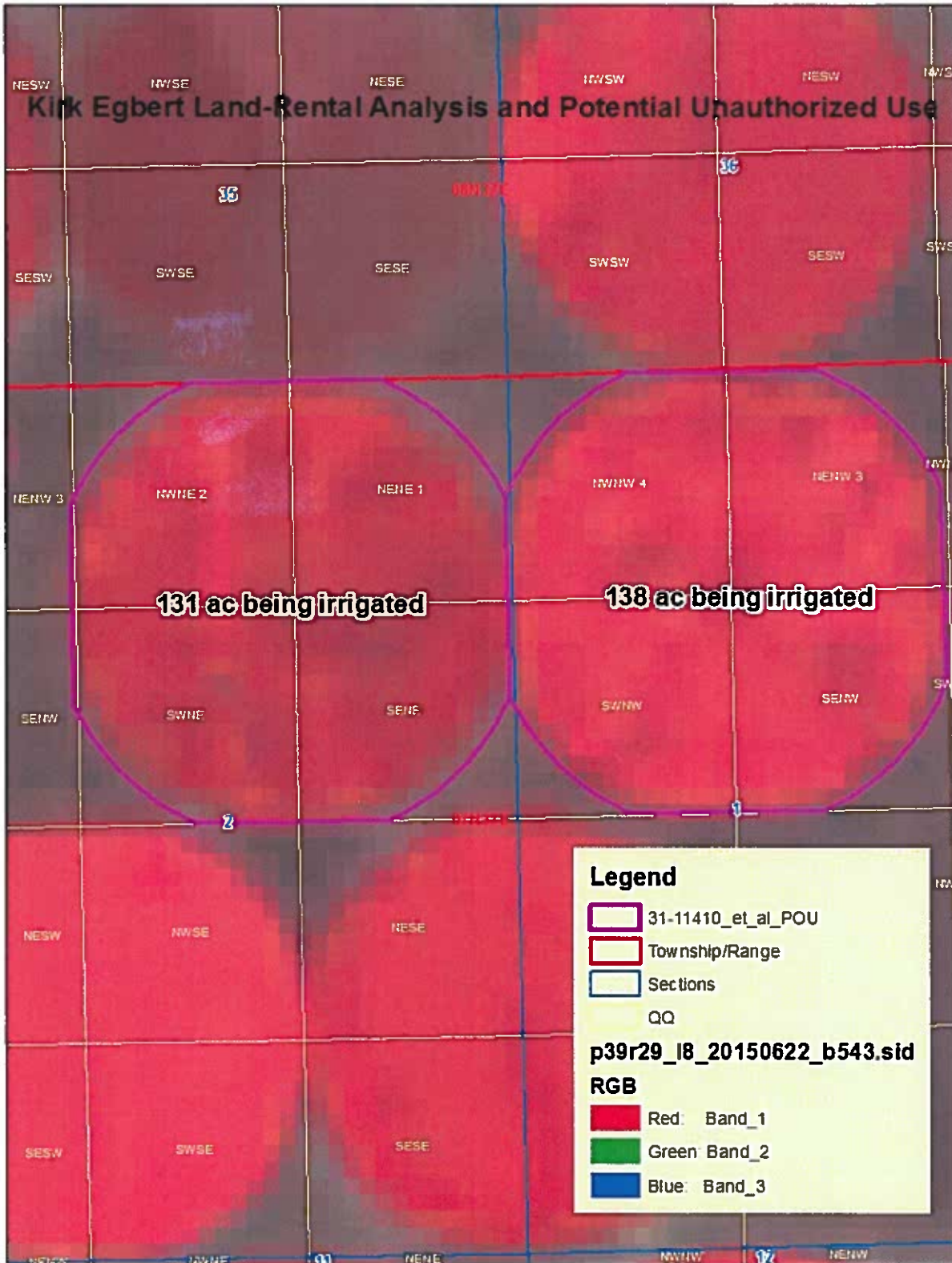
On April 17, 2015, Kirk Egbert filed two rental applications to rent 35 acres to cover lands located in the NE1/4 and NW1/4 in Section 2 of 07N37E. Those lands are also covered by water rights 31-11410, 31-11414, 31-11428, 31-11947, and 31-11954 and authorize the irrigation of 212 acres within a 284 acre PPU. The rental and existing water rights will authorize a total of 247 acres.

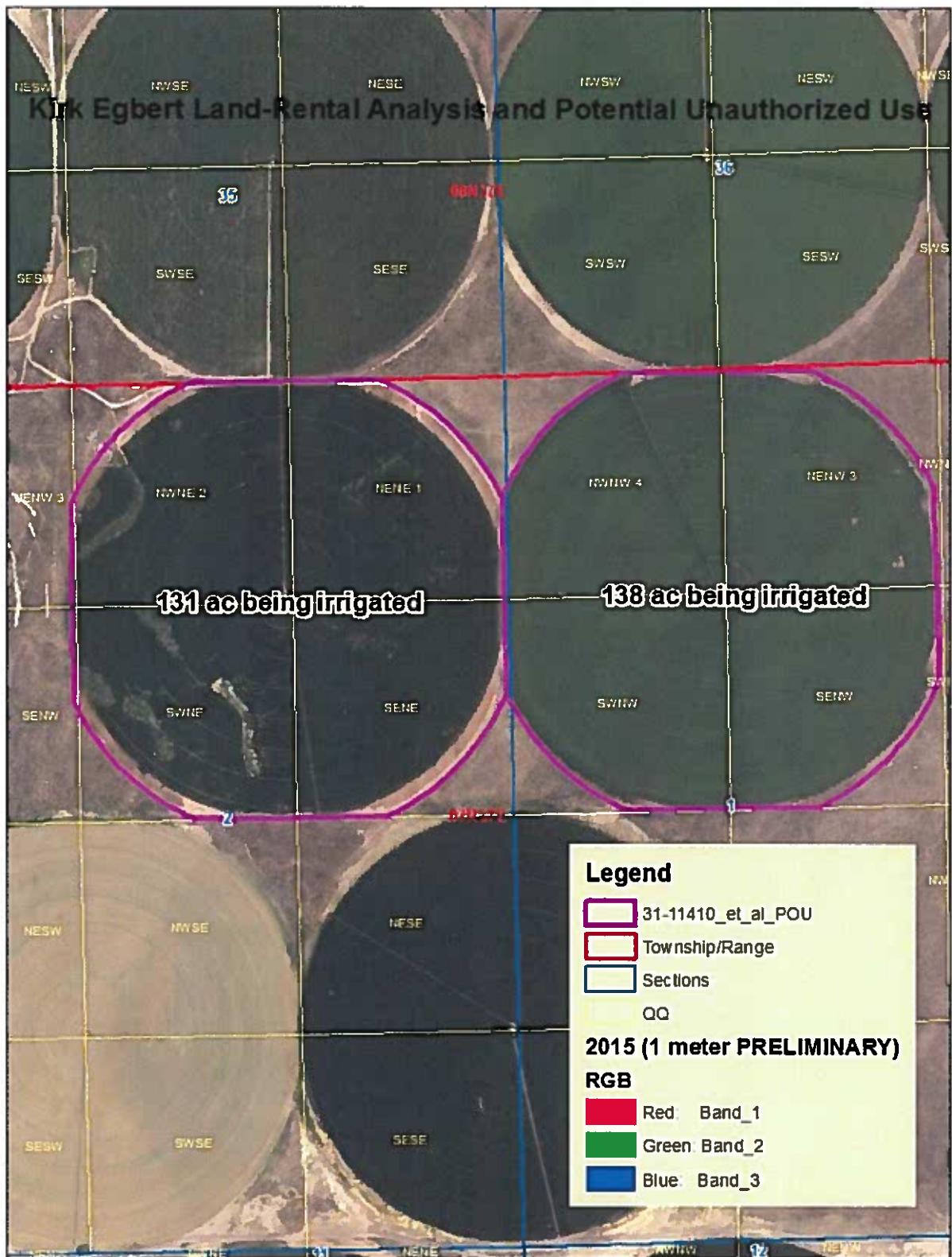
The Bank did not process the application because the applicant indicated that the latest possible start date for his request was April 8, 2015. The Department could not accommodate the applicant's request since the latest possible start date was in the past. The Department returned the application to the applicant and informed him any use associated with his rental request is not authorized.

However, on June 1, 2015, the applicant re-submitted a rental application for the same purpose as previously submitted. The new latest possible start date on the application was 7/1/2015 or "as soon as approved".

The Bank drafted a rental agreement and will be sending out the agreement for signature within the next week.

The purpose of the memo is to notify the compliance bureau of a few issues. First, the applicant began to irrigate more lands than presently authorized before a rental agreement was place. Secondly, Egbert is irrigating 269 acres not the potentially authorized 247 acres.





MEMORANDUM

To: Water Rights: 31-7316, 31-11443

From: Remington Buyer

Date: August 13, 2015

Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE:

Rental applicant is Kirk Egbert. This is an amended version of a rental application that was initially submitted on April 15th, 2015, however the latest possible start date for the use of water was set backdated to April 8th. The initial rental was not reviewed until early May, at which point it was returned as IDWR had been unable to process the rental in advance of the latest possible start date for water. The rental request has been resubmitted with a start date requesting an approval as soon as possible. The rental is being considered with a start date in September.

The property which Mr. Egbert is seeking to irrigate is covered by water rights 31-11410, 11414, 11428, 11947 and 11954. The combined limits of these water rights authorize irrigation of up to 284 acres, with a duty of water up to 3.12 AF/AC. As a condition of the transfer of water rights to this property however, Mr. Egbert cannot fully irrigate the entire property, and he is instead limited to the authorized irrigation of 212 acres in 2015. Mr. Egbert is seeking to rent 105 AF of water, sufficient to irrigate 35 acres at 3 AF/AC, in order to irrigate 247 acres out of a possible 284 acres.

AUTHORITY TO FILE: Application has been signed by Kirk Egbert. Mr. Egbert owns the property where irrigation will occur, no concerns about authority to file.

WATER RIGHT VALIDITY: Water rights 31-7316 and 31-11443 are leased to the Bank and available for rental. No concerns about water right validity.

INJURY TO OTHER WATER RIGHTS: Ground water modeling submitted with the application has been reviewed and depletions to the Snake River are less than the 2 AF/trimester and 10% total depletion thresholds. No concerns about injury through this rental.

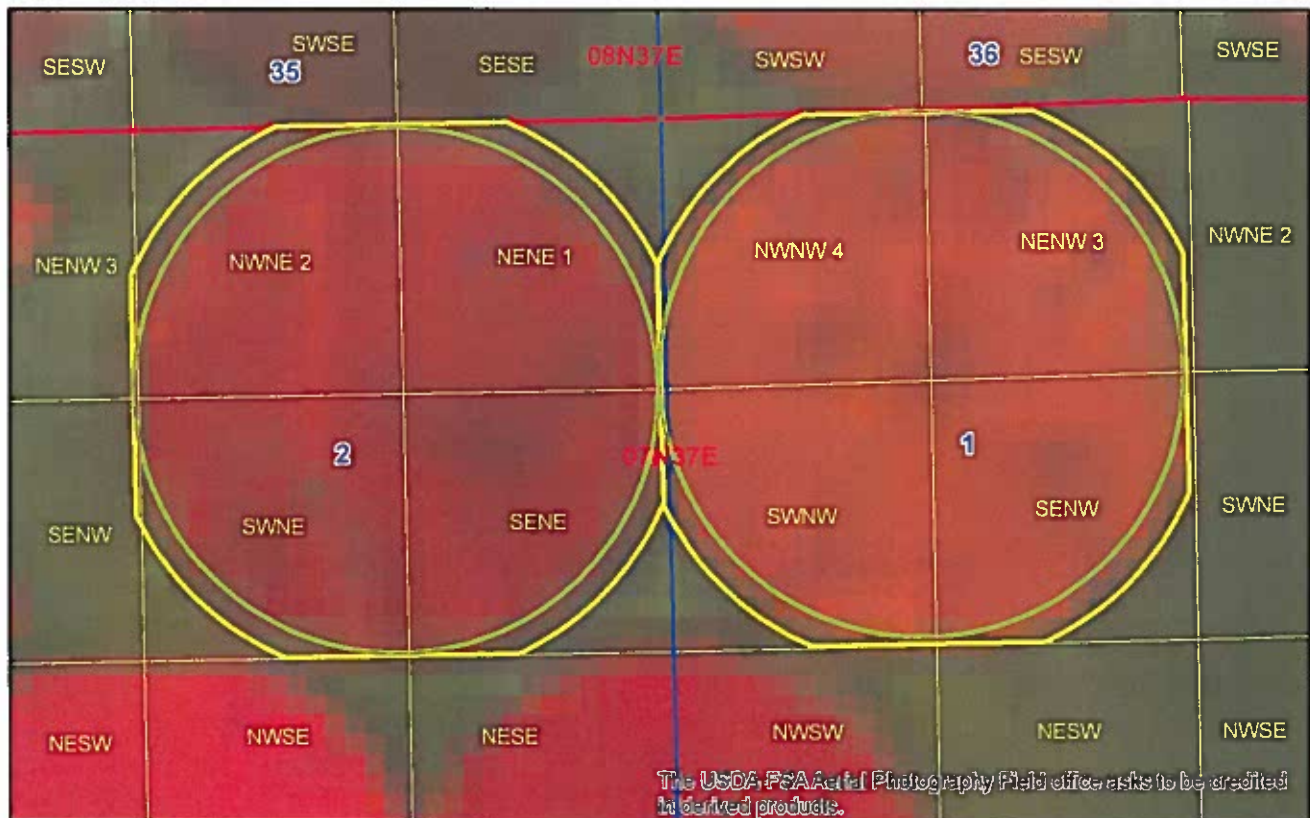
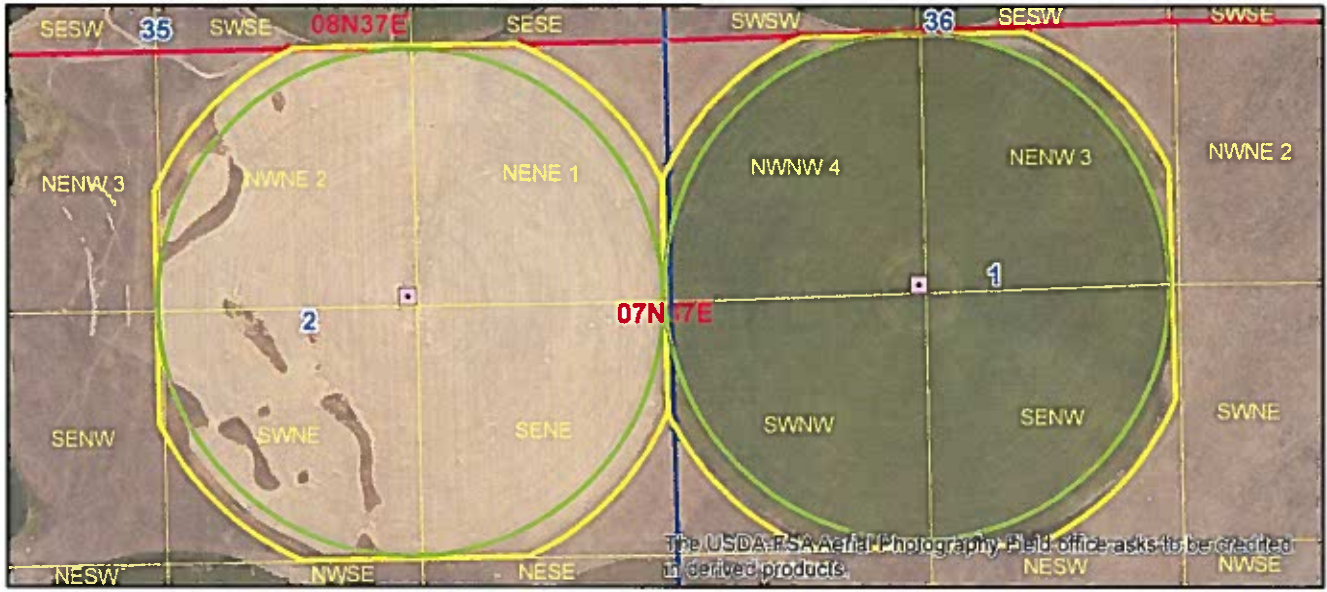
ENLARGEMENT OF USE: Mr. Egbert is authorized to irrigate 212 acres within the full 284 acre POU and he is seeking a rental to authorize irrigation of an additional 35 acres. To avoid enlargement in the use of water, 4.38 acres can be added to the eight quarter quarter sections to which water rights 31-11410 through 11954 are appurtenant.

LOCAL PUBLIC INTEREST: No local public interest concerns regarding this rental.

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

DEPARTMENT STAFF OR WATERMASTER COMMENTS: Water District 110 watermaster and IDWR Eastern Region staff member James Cefalo will be contacted about this rental.

Egbert Rental #2



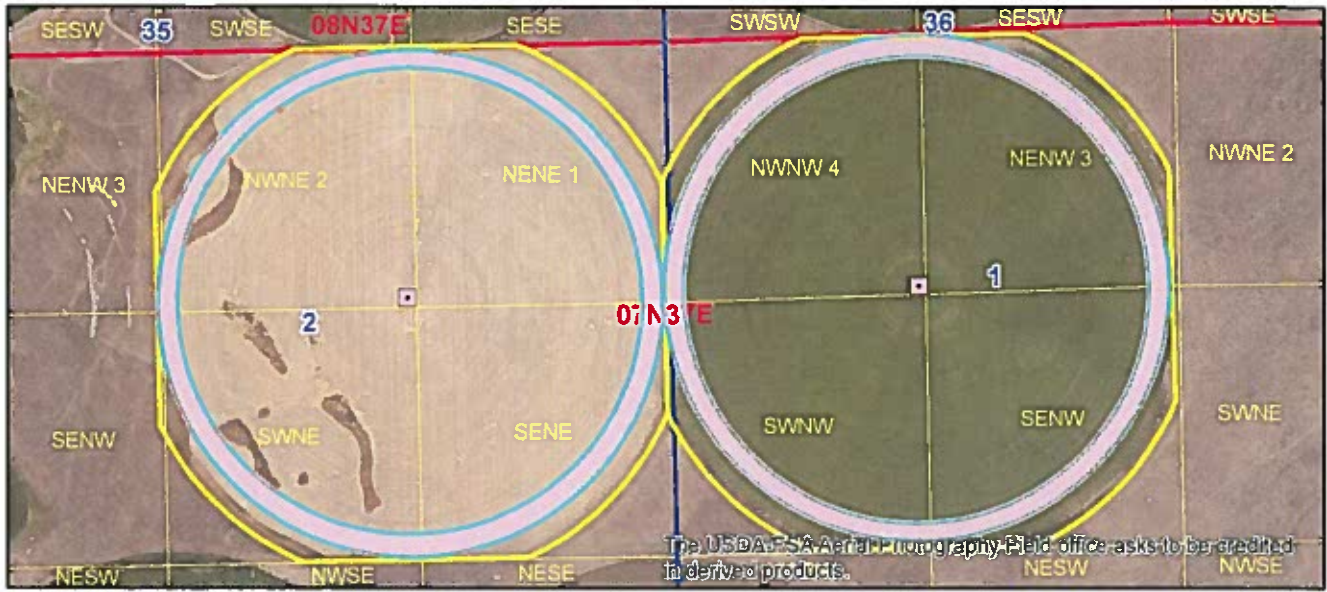
0 0.075 0.15 0.3 Miles

Legend

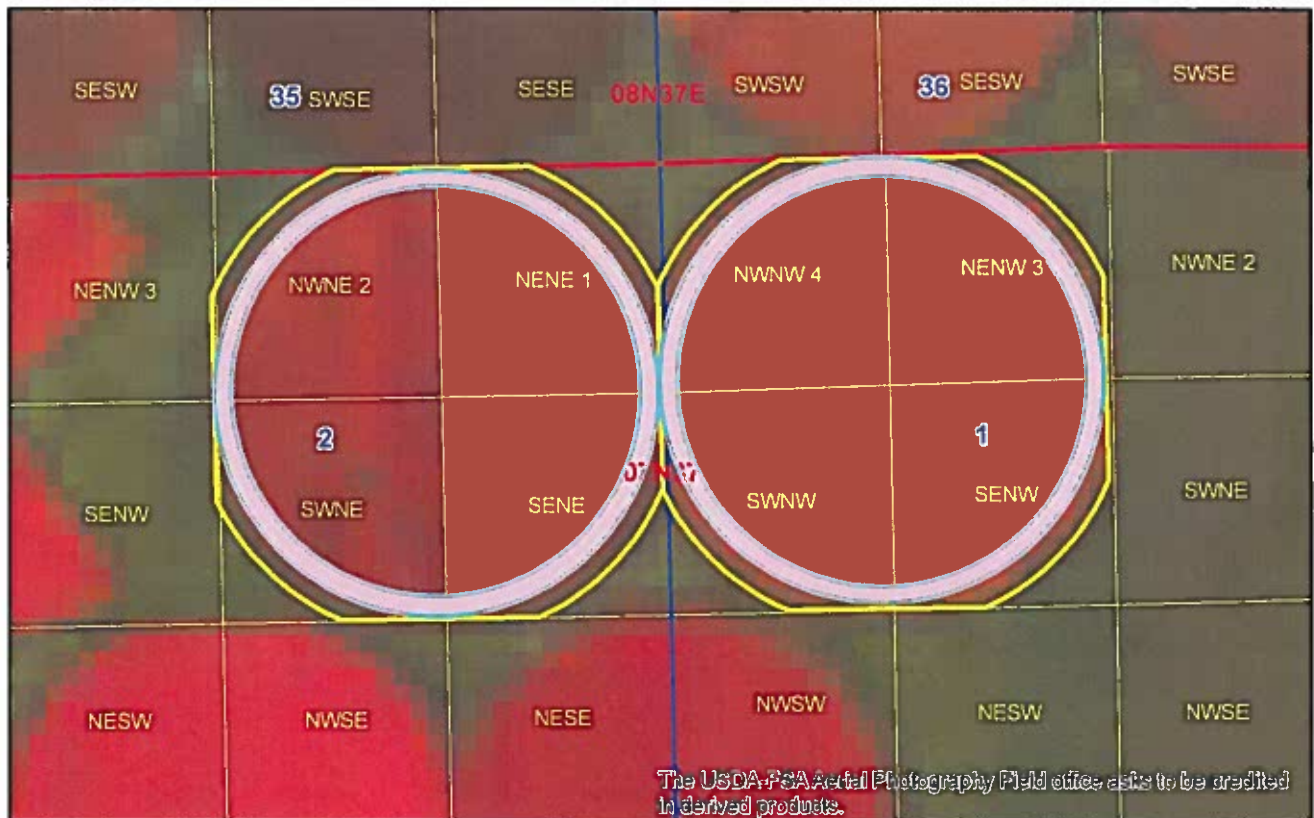
- Rental_POU
- POU
- Township/Range
- Sections
- QQ



Egbert Rental #2



Landsat Imagery June 2015



Legend

- RentalPOU
- POU_PPU
- Township/Range
- Sections
- QQ

0 0.1 0.2 0.4 Miles



Buyer, Remington

From: Cefalo, James
Sent: Friday, August 14, 2015 9:56 AM
To: Buyer, Remington
Subject: RE: Kirk Egbert

Remington,

I don't have any concerns with either of the rentals. These are part of a package of WSB rentals and transfer applications that address unauthorized acres (and make it easier to handle WSB activity on the Egbert property in the future).

James

From: Buyer, Remington
Sent: Friday, August 14, 2015 9:40 AM
To: Cefalo, James
Subject: Kirk Egbert

James,

Mr. Egbert submitted to the Bank two rental requests back in April that were returned in May because we were unable to process them prior to the earliest possible start date listed on Mr. Egbert's applications (April 8th). Mr. Egbert resubmitted amended rental applications that listed a start date in "July/as soon as possible". We can thus offer him a rental agreement for the remainder of the irrigation season (September through October), which is how I've drafted one of the two agreements, attached to this email.

As Watermaster for WD 110, could you please consider the application, map, review memo and draft rental agreement for the first of the two rentals and advise on whether you have any concerns regarding this rental?

Additionally, Mr. Egbert's second rental request concerns a field in the vicinity of this first rental with appurtenant water rights 31-11410, 31-11414, 31-11428, 31-11947, 31-11954. There are some complications with these rights, namely, that due to annual decreases in mitigation requirements, Mr. Egbert is not yet able to irrigate per the full duty of water authorized under the rights. Mr. Egbert has submitted a rental to obtain coverage to accomplish additional irrigation. From a review of Landsat imagery (June 22, 2015) it appears Mr. Egbert is irrigating approximately 250 acres, which is close to the 247 acres he has sought to rent from the Bank. Thus, we can do a rental agreement for him that provides an additional 4.38 acres per QQ, which would give him the additional 35 acres he requires to be compliant per his current usage. I'm attaching that rental request (and a map with landsat imagery) for your review as well. Could you please advise on whether you have concerns with this second rental? FYI, modeling of the water rights for the second rental appears permissible per the 2AF and 10% depletionary thresholds. If there are no concerns, I will proceed in drafting a rental agreement for Mr. Egbert pertaining to the second rental.

Thanks for your review of these two requests,

Remington
287-4918



RECEIVED

JUN 01 2015

DEPARTMENT OF
WATER RESOURCES

Clay Webster
c/o Idaho Department of Water Resources
P.O. Box 83720
Boise, Idaho 83720-0098

May 22, 2015

Mr. Webster:

I have made the necessary changes to Kirk Egbert's Rental Applications 31-731⁶ and 31-11443 that you specified in your returned letter date May 15, 2015. If there are additional requirements it would be appreciated if you would call me to discuss what is needed. Also it would be appreciated if you would email the Rental Agreement to be signed, and I will have Mr. Egbert sign it and we will mail it back signed and with the fee. Once the rental is approved would you also email the approved rental to my email address and also mail a copy to Mr. Egbert.

Thank you,

A handwritten signature in blue ink that reads "Keith C. Wilson". The signature is written in a cursive style with a horizontal line underneath the name.

Keith C Wilson
Senior Water Rights Analyst

Email: keith.rmea@gmail.com