

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

RECEIVED**OCT 07 2013****DEPARTMENT OF
WATER RESOURCES**

This is to certify that: **ARDEL WICKEL**
 1084 E 300 N
 DELCO ID 83323
 (208) 654-2341

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	Rented Rate	Annual Rented Volume	Total Rented Acres
45-2746	0.56 CFS	225.4 AF	60.5 AC
45-11969	0.87 CFS	260.0 AF	65.0 AC
COMBINED RENTAL TOTALS:	1.43 CFS	485.4 AF	125.5 AC

RELEASED
APR 01 2015

TERM OF RENTAL: July 7, 2013, to December 31, 2016

RENTAL FEE: \$8,251.80 annually

The fee for rental of the above-described water is \$8,251.80. Ten percent (\$825.18) will go to the Department for administrative costs, and the remainder will be paid to the lessor. An annual payment shall be received by the Department prior to March 15, the beginning of the irrigation season, each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

Detailed water right specific limitations and conditions are attached.

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:

Dated this 3 day of October, 20 13.

By: Ardel Wickel (Print Name) Ardel Wickel (Signature)

Owner (Title if on behalf of company or organization)

Having determined that this agreement satisfies 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 conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 8th day of October, 20 13.

SUPPORT DATA**IN FILE #** 45-2746

Brian Patton
 BRIAN PATTON, Acting Administrator
 Idaho Water Resource Board

SCANNED
OCT 08 2013



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

APR 01 2015

**DEPARTMENT OF
WATER RESOURCES**

March 31, 2015

Cherie Palmer
Idaho Department of Water Resources
Idaho Water Supply Bank
P.O. Box 83720
Boise, ID 83720-0098

Re: Ardel Wickel Rental

Dear Mrs. Palmer:

A Water Supply Bank rental agreement was approved by Brian Patton on October 8, 2013 for 125.5 acres. The rental covers a portion of a farm owned by Ardel Wickel. The approved rental includes water rights 45-2746 and 45-11969. However, the owner of water right 45-2746 has not participated in any mitigation plans for 45-2746 relating to the Rangen water curtailment order. So 45-2746, based on its priority date cannot be utilized for irrigation at this time.

I am formally requesting that this rental agreement be released from the Water Supply Bank. No rental payment will be made for the 2015 irrigation season pertaining to this 125.5 acre rental.

I have attached the first page of the approved rental agreement to this letter as reference material.

A new rental application is being submitted at this time that includes 65.0 acres from 45-11969 and 65.5 acres from 36-4179 for the 2015 and 2016 irrigation season.

Sincerely,

Greg Sullivan, M.S., Engineering

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

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

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OCT 07 2013

DEPARTMENT OF
WATER RESOURCES

This is to certify that: ARDEL WICKEL
1084 E 300 N
DELCO ID 83323
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COMBINED

RENTAL TOTALS:

1.43 CFS

485.4 AF

125.5 AC

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July 7, 2013, to December 31, 2016

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\$8,251.80 annually

The fee for rental of the above-described water is \$8,251.80. Ten percent (\$825.18) will go to the Department for administrative costs, and the remainder will be paid to the lessor. An annual payment shall be received by the Department prior to March 15, the beginning of the irrigation season, each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

Detailed water right specific limitations and conditions are attached.

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:

Dated this 3 day of October, 20 13.

By: Ardel Wickel
(Print Name)

Ardel Wickel
(Signature)

Owner
(Title if on behalf of company or organization)

Having determined that this agreement satisfies 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 conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 8th day of October, 20 13.

Brian Patton

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 45-2746
WATER SUPPLY BANK RENTAL AGREEMENT

The 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 below:

Renter: ARDEL WICKEL
 1084 E 300 N
 DELCO ID 83323
 (208) 287-4800

Priority Date: 5/9/1966

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/31	0.56 CFS	225.4 AF
	Total:		0.56 CFS	225.4 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼NE¼	Sec. 20	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	Lot 1 SE¼NW¼NW¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County

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	
10S	25E	19													31.2	29.3			60.5
10S	25E	19														2.1	31.5	31.4	65.0

Total Acres: 125.5

Acre Limit within Place of Use described: 60.5

CONDITIONS OF WATER USE

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. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
4. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water right having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

**WATER RIGHT NO. 45-2746
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
10. 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.
11. 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.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
14. 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. 140.

WATER RIGHT NO. 45-11969
WATER SUPPLY BANK RENTAL AGREEMENT

The 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 below:

Renter: ARDEL WICKEL
 1084 E 300 N
 DELCO ID 83323
 (208) 287-4800

Priority Date: 6/1/1939

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	11/15	0.87 CFS	260.0 AF
	Total:		0.87 CFS	260.0 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼NE¼	Sec. 20	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	Lot 1 SE¼NW¼NW¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County

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	
10S	25E	19													31.2	29.3			60.5
10S	25E	19														2.1	31.5	31.4	65.0

Total Acres: 125.5

Acre Limit within Place of Use described: 65.0

CONDITIONS OF WATER USE

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. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 45-11969
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. 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. 140.
14. Use of rights 1-10443 and 45-11969 are limited when combined to one or more of the following in accordance with the conditions of approval on the water rights: a combined diversion rate of 1.89 cfs and the irrigation of 94.6 acres.

MEMORANDUM

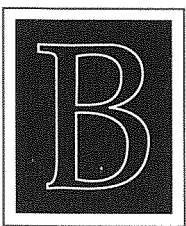
TO: Water Right Files 45-2746 and 45-11969

FROM: Clay Webster

DATE: April 30, 2015

RE: WSB Rental Amendment for POU 2014 for Ardel Wickel

The Department received applications for amending the rental POU shapes at the end of the 2014 season for the 2014. The number of pending leases and rentals took priority over producing a new rental agreement for the ending season. We discussed the best way to process this request. The decision was made to continue to process pending applications instead of attempting utilizing limited personnel to process applications for past seasons. This help in reducing the backlog of lease applications that are currently pending. This memo will serve as the department's acknowledgment that the renter had irrigated different property than what was approved on the rental agreement, and that they had attempted to change the POU at the end of the season.



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

October 9, 2014

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

Re: Wickel Water Rentals

Dear Mrs. Palmer:

In response to our telephone conversation on Tuesday on October 7, 2014. I am resubmitting to the Water Supply Bank two rental applications that are amendments to existing rental contracts. These amended rental applications will affect the 2014 season.

These two rental amendments will only be correcting the POU of the current rental contracts.

No ESPA modeling is being submitted with these applications.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Ardel Wickel
Enc: Aerial Map

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

RECEIVED
OCT 10 2014
DEPARTMENT OF
WATER RESOURCES

Water Supply Bank No. _____
(for Department use only)
Amendment to an existing
2014 rental contract

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

Name of Renter Ardel Wickel Phone 208-654-2341
Mailing address 1084 E. 300 N. Declo, ID 83323 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. <u>Maximum Flow Rate (cfs)</u>	<u>Maximum Volume (ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>	
<u>0.56</u>	<u>225.4</u>	<u>Irrigation</u>	<u>3/15</u>	to <u>10/31</u>
<u>0.87</u>	<u>260.0</u>	<u>Irrigation</u>	<u>3/15</u>	to <u>10/31</u>
				to _____
Total: <u>1.43</u>	<u>485.4</u>			

2. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
10S	25E	30		NW	SW	NE	Cassia
10S	25E	30		NW	SW	NE	Cassia
10S	25E	30		NW	SW	NE	Cassia
10S	25E	30		SE	NW	NW	Cassia

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	25E	19													31.2	29.3			60.5
		19													31.2	31.4		2.4	65.0

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 125.5

B. OWNERSHIP

- Do you own the land at the proposed point of diversion?
Yes X No _____ If no, list owner, contact information, and provide documentation of the authority to use the proposed point of diversion. _____
- Do you own the land at the proposed place of use?
Yes X No _____ If no, list owner, contact information, and provide documentation of the authority to use the proposed place of use. _____

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Existing wells and mainlines
New pivots and hand lines will be installed for rented irrigation water.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
36-16416, 36-16418, 36-16420, 36-16422, 36-16424
3. Will the proposed place of use receive water from any other source?
No ☒ Yes ☐ If yes, describe. _____
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental?
No ☒ Yes ☐ If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation?
No ☒ Yes ☐ If yes, describe. _____

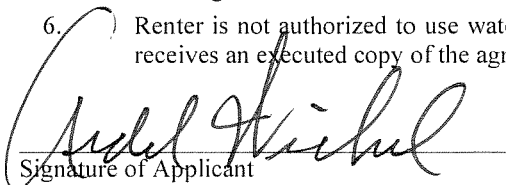
E. RENTAL TERM

1. Do you wish to rent water from the Board's bank for more than one (1) year?
No ☒ Yes ☐
If yes, please specify the number of years desired through proposed rental. for 2014 only

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.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.


Signature of Applicant

Ardel Wickel
Printed Name and Title*

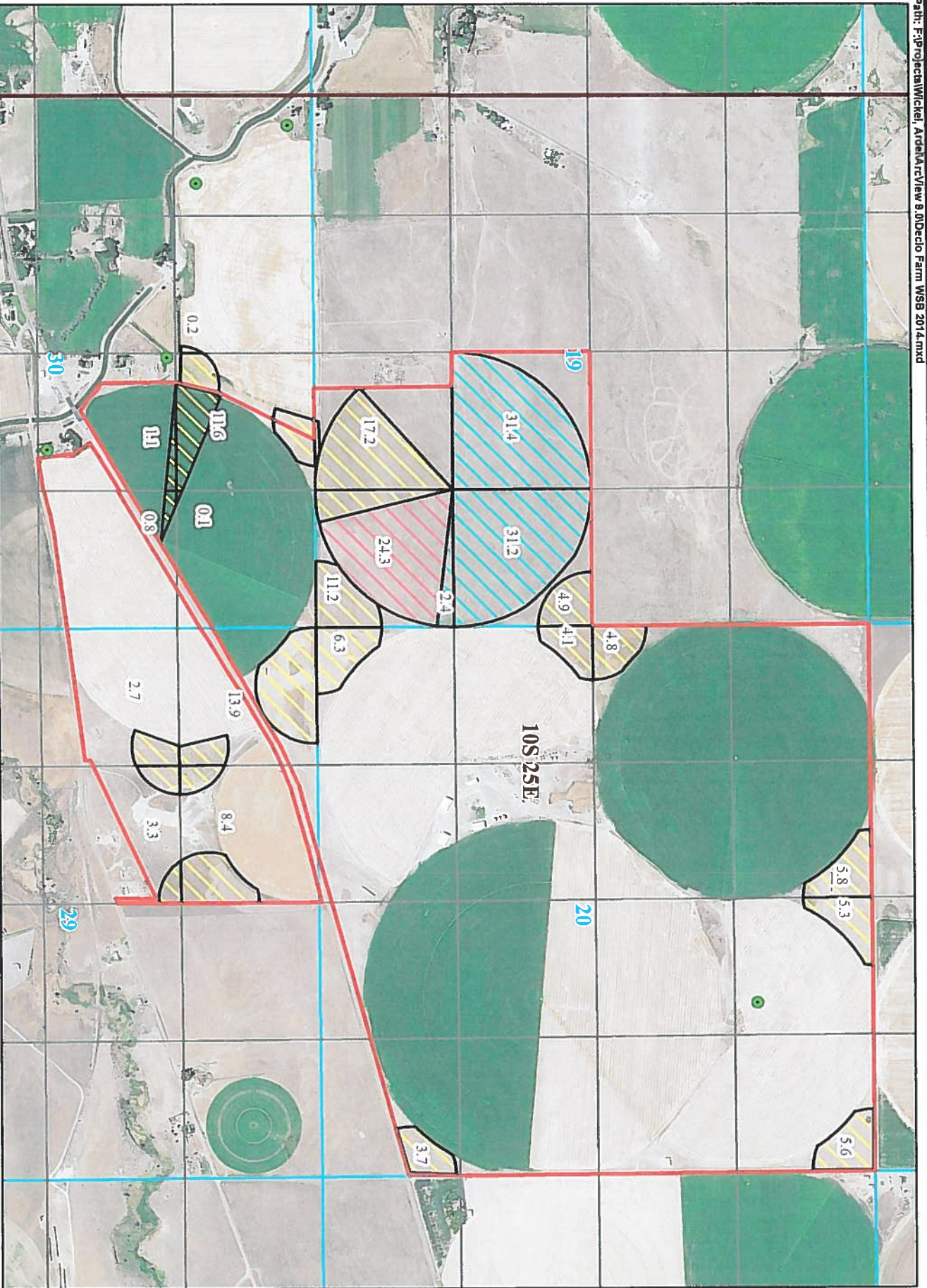
10/8/14
Date

Signature of Applicant

Printed Name and Title*

Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney



Legend

-  Points of Diversion
-  Proposed PPU
-  Water bank Areas 203 AC
-  36-2381A, 1204.3, 24.3 AC.
-  45-11969, 65 AC.
-  45-14401, 14403, 111.0 AC
-  township
-  Section lines
-  QQ lines

WICKEL - DECLO FARM

WATER SUPPLY BANK LEASE 2014

NAIP 2013 AERIAL PHOTOGRAPH

BROCKWAY ENGINEERING PLLC

ALR - Date: 8/8/2014



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 16, 2015

ARDEL WICKEL
PO BOX 219
DECLO ID 83323

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 45-2746 AND 45-11969**

Dear Renter:

Please find enclosed a receipt in the amount of **\$8,251.80** in connection with the rental of 485.4 acre-feet of water for irrigation use during 2015. Upon receipt of this letter, you are authorized to divert water in compliance with the conditions of water use described in your rental agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$7,426.62 of the rental fee will be paid to the lessor(s) and 10% or \$825.18 will be retained by the Department to offset administrative costs.

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

Sincerely,

 Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C100043

c: Sascha Marston – Fiscal