

RECEIVED

MAR 30 2015

DEPARTMENT OF
WATER RESOURCES

This is to certify that: **MOSS FARMS INC**
3288 N 3350 W
MOORE ID 83255
208-406-4140

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
34-282C*	6/1/1897	Big Lost River	Sinks	0.34 cfs	59.85 af	17.1 ac	17.1 ac
34-452E*	6/1/1885	Big Lost River	Sinks	0.36 cfs	62.83 af	18.0 ac	18.0 ac
34-2438	9/13/1961	Ground Water	NA	0.72 cfs	125.65 af	35.9 ac	35.9 ac
34-10795	4/1/1977	Ground Water	NA	0.11 cfs	19.95af	5.7 ac	5.7 ac
Total Annual Combined Limit				0.72 cfs	145.6 af	41.6 ac	41.6 ac

Annual Combined Rental Totals

1.04 cfs 145.6af 41.6 ac 41.6 ac

Term of Rental: January 8, 2015 to December 31, 2018

Rental Fee: \$2,475.20 annually for 2015 - 2017

Rental Fee: \$2,912.00 for 2018

The fee for rental of the above-described water is \$2475.20 per year for years 2015-2017 and \$2,912.00 for 2018. Ten percent will go to the Department for administrative costs, and the remainder will be paid to the lessor(s). An annual payment shall be received by the Department prior to February 15 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. 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.

~~"Water rights 34-282C and 34-452E are leased into the Bank in combination with 34-2438 and 34-10795. For the purposes of this Rental Agreement, water rights 34-282C and 34-452E do not add a benefit and are not necessary for the rental. Conversely, the Department and the lessee gain nothing by having right 34-282C and 34-452E rented. Water rights 34-282C and 34-452E cannot be rented on their own as they are only used to supplement ground water at the place of use."~~

Dm. as Per Rocky Mountain Enviromental
 & Per IDWR Instructions - Surface water may Be
 available at times

✓CP 3/30/15

SUPPORT DATA

IN FILE # 34-282C

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:

Jennies Moss - Moss Farms inc Dennis Moss President 3-24-15
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 
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date March 30, 2015

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

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

BIG LOST RIVER	NW¼SE¼	Sec. 14	Twp 06N	Rge 25E	CUSTER County
GROUND WATER	NE¼SE¼SW¼	Sec. 31	Twp 06N	Rge 26E	BUTTE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

05/01 TO 10/15 FOR WATER RIGHTS DIVERTED FROM BIG LOST RIVER
04/01 TO 10/31 FOR WATER RIGHTS DIVERTED FROM GROUND WATER

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	
06N	26E	31			23.6	9.5										4.2			37.3
06N	26E	32						1.6				2.7							4.3

Total Acres: 41.6

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. 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.

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, these water rights are within State Water District No. 34.
12. This rental agreement does not authorize the construction of a well.
13. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
14. 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.
15. The following rights are diverted through point(s) of diversion for ground water described above: 34-2379F.
As well as surface water when available Dm



D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
Well to half center pivot and wheel line. Surface is delivered through Antelope and 3 in 1 Canals.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
Water rights 34-182, 34-381A, 34-2379F deliver water to existing system from existing well and surface water diversion
3. Will the proposed place of use receive water from any other source? Yes ☐ No ☒
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. _____
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? Yes ☐ No ☒
If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe. _____

E. RENTAL TERM

- Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐
If yes, please specify the number of years desired through proposed rental. 4

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.

Dennis Moss Moss Farms Inc
Signature of Applicant

Dennis Moss CEO Moss Farms Inc
Printed Name and Title*

12-8-14
Date

Signature of Applicant

Printed Name and Title*

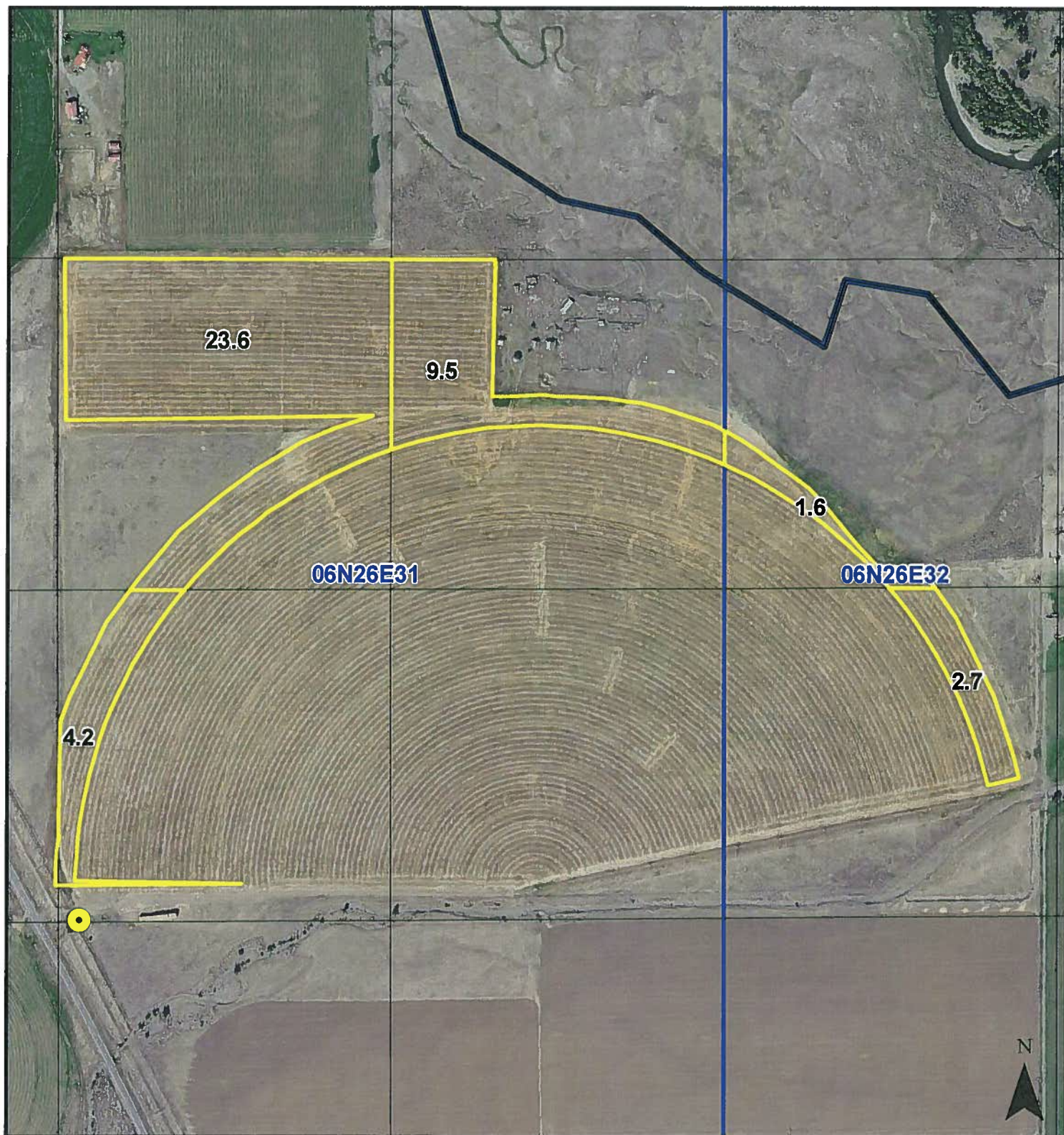
Date

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

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

Application to Rent Water from WSB

Moss Farms Inc



- Existing Well
- Proposed Irrigated Acres
- Township and Range
- Section
- QQ

0 650 1,300 2,600 Feet

2013 NAIP Photography



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

RECEIVE

JAN 08 2015

DEPARTMENT OF
WATER RESOURCES
by the Department

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Moss Farms Inc.Mailing Address 3286 North 3350 West, Moore Idaho 83255Phone 208 406 1600 208 554 4140Email mx222moss@aol.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs)0.83 cfsMaximum Volume (ac-ft)Nature of UseIrrigationPeriod of Use05/01 to 10/15

Total: _____

2. Source of water Big Lost River

3. Point(s) of Diversion: _____

tributary to Sinks

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
06N	25E	14		SE	NW	SE	CUSTER

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
6N	26E	31	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
		32			23.6	9.5													37.3
									1.6										4.3
													2.7				4.2		

Total Acres 41.6

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?
If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. Already a user of this diversion, owned by Big Lost River Irrigation DistrictYes ☐ No ☒2. Do you own the land at the proposed place of use?
If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use.Yes ☒ No ☐

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.
Well to half center pivot and wheel line. Surface is delivered through Antelope and 3 in 1 Canals.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) **as** described above.
Water rights 34-182, 34-381A, 34-2379F deliver water to existing system from existing well and surface water diversion
3. Will the proposed place of use receive water from any other source?
If yes, describe. _____ Yes ☐ No ☒
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. _____
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?
If yes, describe. _____ Yes ☐ No ☒
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation?
If yes, describe. _____ Yes ☐ No ☒

E. RENTAL TERM

- Do you wish to rent water from the Board's bank for more than one (1) year?
If yes, please specify the number of years desired through proposed rental. 4

Yes ☒ No ☒

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.

Dennis Moss
Signature of Applicant

Dennis Moss CEO Moss Farms Inc
Printed Name and Title*

12-8-14

Date

Signature of Applicant

Printed Name and Title*

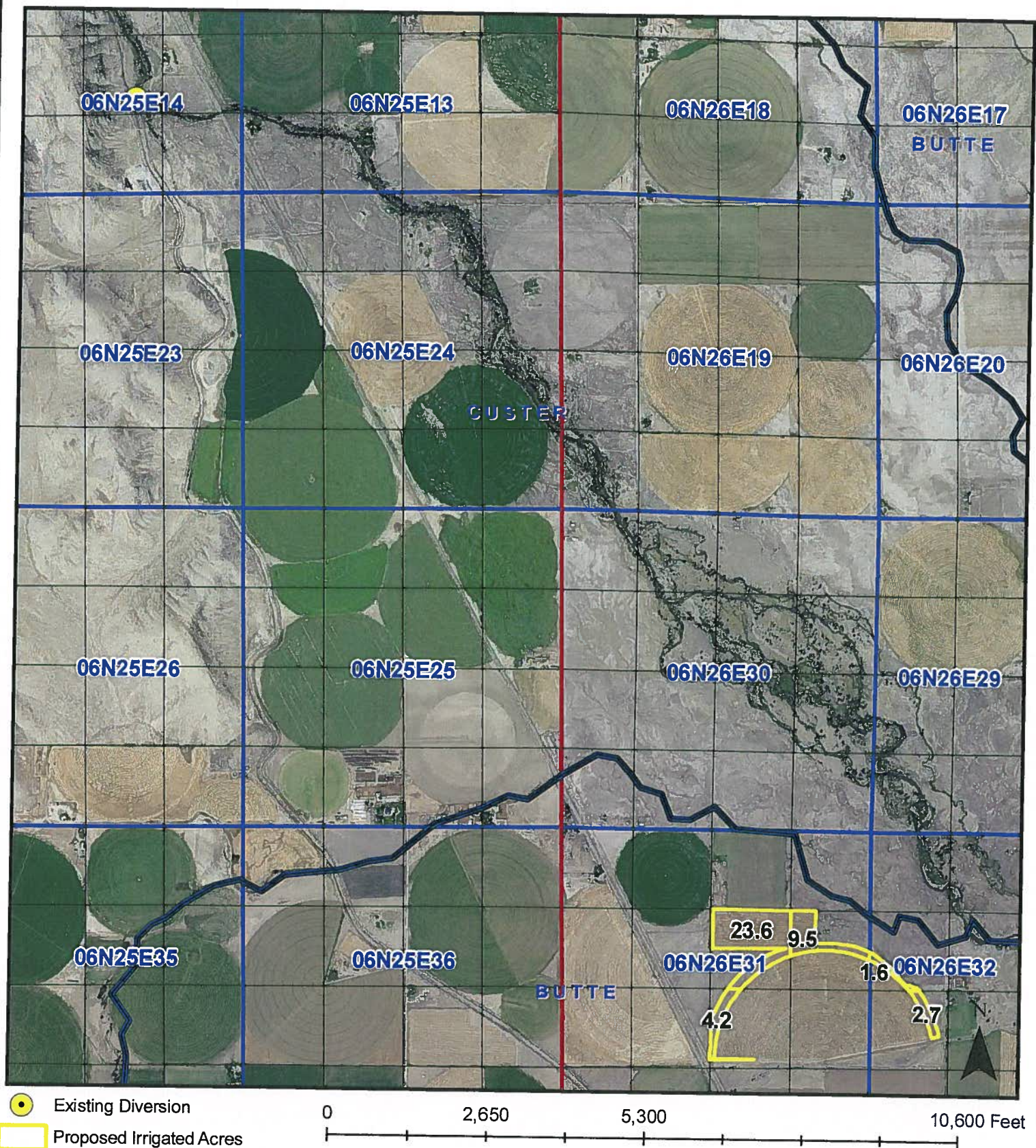
Date

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

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

Application to Rent Water from WSB

Moss Farms Inc



- Existing Diversion
- Proposed Irrigated Acres
- Township and Range
- Section
- QQ

2011 NAIP Photography





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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 31, 2015

MOSS FARMS INC
3288 N 3350 W
MOORE ID 83255

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 34-282C, 34-452E, 34-2438 AND 34-10795**

Dear Renter:

Please find enclosed a receipt in the amount of **\$2,475.20** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 145.6 acre-feet of water for irrigation of 41.6 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 \$2,227.68 of the rental fee will be paid to the lessor(s) and 10% or \$247.52 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4946.

Sincerely,

Michele Edl
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C100205
Rental Agreement (copy)

c: Sascha Marston – Fiscal
James Cefalo – IDWR Eastern Regional Office
Nick Miller – State Water District No. 34
Kristin Moore – Rocky Mountain Environmental

MEMORANDUM

To: Water Right(s) 34-282C, 34-452E, 34-2438, and 34-10795
From: Michele Edl
Date: March 17, 2015
Re: Moss Farms, Inc. Rental Agreement allows surface water

Earlier today, I received a phone call from Kristin Moore acting on behalf of Denis Moss and Moss Farms' application to rent from the WSB.

Although surface water in the Basin 34 is often not available for the entire irrigation season, it is typically available for a few weeks early in the season. This is true for the surface water rights held by Moss Farms, Inc and likely true for the surface water rights listed on the rental agreement. Mr. Moss and Ms. Moore have seen the sentence on the bottom of page one of the agreement and asked if Moss Farms Inc., would be prohibited from using the surface water when it is available.

I briefly discussed the issue with Cherie Palmer.

I knew from my review of the application and the discussion with Nick Miller, that the rental POD would be downstream from its native POD location adjacent to the Bingham property and that very few if any, authorized surface water PODs would be impacted by the change.

Together we decided

- 1) that the rental agreement should allow use of the surface water rights. The agreement has sufficient limiting conditions to the total water use.
- 2) that the quickest response to the question posed by Moss Farms, Inc. is to strike through the sentence in the footer of page one the rental agreement.

I called Ms. Moore and shared our decision. I explained that Mr. Moss could sign his copy with that sentence struck through if he chooses and that the final agreement on this side would show that sentence as struck though.



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 12, 2015

MOSS FARMS INC
3288 N 3350 W
MOORE ID 83255

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 34-282C, 34-452E, 34-2438 AND 34-10795**

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

Dear Applicant:

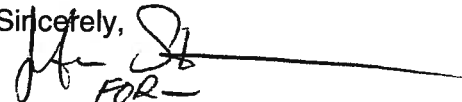
The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, 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 \$2475.20 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 145.6 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to February 15 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$2,475.20 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 \$2,227.68 of the rental fee will be paid to the lessor(s) and 10% or \$247.52 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4946.

Sincerely,



Michele Edl
Senior Water Resource Agent

Enclosure(s)

c: IDWR Front Desk
Kristin Moore-Rocky Mountain Environmental

[illegible]

Edl, Michele

From: Cefalo, James
Sent: Friday, March 06, 2015 3:16 PM
To: Edl, Michele
Subject: RE: Moss Farms rentals 2015-2018

Michele,

I don't have any concerns about the proposed WSB Rental. I think Dennis Moss did this same change in a drought emergency transfer last year.

From: Edl, Michele
Sent: Friday, March 06, 2015 2:31 PM
To: Cefalo, James
Subject: Moss Farms rentals 2015-2018

James,

I have completed my review of the rental applications submitted by Moss Farms, Inc., (Kristin Moore consultant) for 2015-2018. The applications involve four, stacked water rights: two surface water and two ground water.

At my request, Kristin Moore modeled impacts to the ESPA. I verified the model run and confirmed that no additional mitigation is needed.

Because of frequent personnel changes in the B34 watermaster position, I conferred with Nick Miller about this rental instead of the novice watermaster. Nick is not opposed to the rental but wanted to make sure that you were also ok with it. In essence, Nick and I understand that the surface water rights don't bring any water. Instead, the sw rights are piggy-backing via combined limits onto the gw rights rather than the other way around.

I have attached my review memo, and a jpg showing the general locations of the rental and leased acres. I am expecting ArcMap .shp files and a little more information from Kristin on Tues when she returns to her office. Please give us your feedback about these applications.

Thank you.

Michele

MEMORANDUM

To: Water Right(s) 34-282C, 34-452E, 34-2438, and 34-10795

From: Michele Edl

Date: March 6, 2015

Re: Review & Analysis of Moss Farms, Inc. Applications to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: On January 8, 2015, Kristin Moore submitted two applications on behalf of Moss Farms Inc to rent water from the State Water Supply Bank. Moss Farms has an agreement with Max J. Bingham to rent water rights 34-282C, 34-452E, 34-2438, and 34-10795. The applications propose to rent these four water rights to irrigate 41.6 acres in Twp 6N, Rge 25E, sec 14, for 2015 – 2018.

A similar rental agreement was approved for the 2014 season.

AUTHORITY TO FILE: According to available 2012 Butte County taxlot information, the proposed place-of-use is owned by Lee J. Watson of Orland CA. I confirmed with the consultant that Moss Farms, Inc. is the current owner. Moss Farms, Inc., is listed with ISOS as C181399. Dennis Moss is listed as an officer and he signed the application.

The proposed ground water POD is an existing well. That well is WMIS #338. It appears to be located within the right-of-way for the railroad. It is the authorized POD for water right 34-2379F which is held by Moss Farms, Inc.

WATER RIGHT VALIDITY: Water rights 34-282C, 34-452E, 34-2438, and 34-10795 have been leased to the State Water Supply Bank from 2013 until 2018. They are available to rent in the quantity requested.

A review of 2014 aerial photography shows that a sufficient portion of the authorized place-of-use for the water rights has been idled for the WSB lease.

INJURY TO OTHER WATER RIGHTS: ESPA analysis was requested from and provided by the consultant. No additional mitigation is required.

The points-of-diversion for both the surface water and the ground water are being moved downstream by this rental. No injury to other water rights is anticipated.

ENLARGEMENT OF USE: The leased surface water and ground water rights are stacked. As are the native water rights which are being used at the proposed rental POU. The rental agreement will be issued with combined use limits on the rights.

The lessors have operated consistent with the lease contract approved on August 18, 2014. According to WMIS data, the Bingham's diverted less than half of their authorized volume in 2014.

The current season-of-use at the rental location is 4/1-10/31. The seasons-of-use for ground water rights-34-2438, and 34-10795 is one day longer.

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

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

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The rented right(s) are subject to Water District 34. The watermaster position for the Big Lost River has changed hands several times in the last year. The current watermaster is has no experience in the position. Therefore, I consulted with Nick Miller on 3/6/2015 about this rental. He confirmed that the surface water diversion is typically not used because it loses so much water. In essence, the senior surface water rights are too difficult to deliver, so this is a rental of ground water. He is not opposed to the rental.

Because the surface water does not appear to be guaranteed deliverable to the rental location, I did not seek confirmation from Big Lost River Irrigation District that the renter has permission to use the district's diversion or conveyance structures.

Eastern Region has been consulted and is not opposed to the rental.

Edl, Michele

From: Kristin Moore [kristin.rmea@gmail.com]
Sent: Tuesday, March 03, 2015 11:36 AM
To: Edl, Michele
Subject: RE: Moss Farms WSB rental request
Attachments: ESPAM_MossFarms.pdf; Modified_Etransfer_V3_1_MossFarms.xls

Michele,

Attached is the spreadsheet, along with a printable version you can put in your file. The modeling results show a very insignificant effect that meets the criteria for approval of a transfer: under 2.0 af/trimester and under 10% change ratio.

Kristin Moore

Water Rights Analyst

482 Constitution Way, Ste 303, Idaho Falls, ID 83402

E-Mail: kmoore@rockymountainenvironmental.com

VOICE: 208-524-2353 ||| FAX: 208-524-1795



**Rocky Mountain
ENVIRONMENTAL™
Associates, Inc.**

CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email to the sender or collect telephone call to (208) 524-2353. *Thank you.*

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Monday, March 02, 2015 1:51 PM
To: kmoore@rockymountainenvironmental.com
Subject: Moss Farms WSB rental request

Kristin Moore,

I have been assigned to review the requests submitted by Moss Farms Inc, to rent rights 34-282C, 34-452E, 34-2438 and 34-10795, which have been leased by Max Bingham to the State Water Supply Bank.

I have begun my review and have found that I need additional information from you before I can proceed. If I understand the two applications correctly, Moss Farms Inc is requesting rental of ground water diverted from the ESPA. The proposed POD for the rental is more than 1 grid cell away (as measured by the ESPA modeling grid) from the lease POD. Proposals moving water this distance requires that modeling of the impact to the ESPA accompany the rental request.

The approved modeling utility is available at the link below.

<http://idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm>

I have been directed to hold you to a tight time-line. Therefore please submit the required modeling within 14 days. If IDWR does not receive ESPA modeling on or before March 17, 2015, the applications will be returned unprocessed.

If you have questions, don't hesitate to call me 208-287-4946.

Sincerely,

Michele Edl

ESPA Modeling for WSB Rental
Moss Farms, Inc

ENHANCED GROUND-WATER RIGHTS T

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUT IDAHO DEPA

Cells this color are
Set up for user entries

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

YEAR

1961

SEASON

summer

TRANSFER NO

TRANSFER NAME

Bingham / Moss

ENTER CELL LOCATIONS:

ROW

20

COLUMN

112

'TO' CELL

'FROM1' CELL

'FROM2' CELL

'FROM3' CELL

TRIMESTER
OF
ACTIVITY

Projected Use
AF/TRIMESTER

With Transfer
AF/TRIMESTER

Without Transfer
AF/TRIMESTER

With Transfer
AF/TRIMESTER

Without Transfer
AF/TRIMESTER

With Transfer
AF/TRIMESTER

Without Transfer
AF/TRIMESTER

TRIMESTER OF ACTIVITY	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1961	0	42	42	0	0	0	0
WIN 1961	0	42	42	0	0	0	0
SPR 1962	0	42	42	0	0	0	0
SUM 1962	0	42	42	0	0	0	0
WIN 1962	0	42	42	0	0	0	0
SPR 1963	0	42	42	0	0	0	0
SUM 1963	0	42	42	0	0	0	0
WIN 1963	0	42	42	0	0	0	0
SPR 1964	0	42	42	0	0	0	0
SUM 1964	0	42	42	0	0	0	0
SPR 1976	0	42	42	0	0	0	0
SUM 1976	0	42	42	0	0	0	0
WIN 1976	0	42	42	0	0	0	0
SPR 1977	0	49	49	0	0	0	0
SUM 1977	0	49	49	0	0	0	0
WIN 1977	0	49	49	0	0	0	0
SPR 1978	0	49	49	0	0	0	0
SUM 1978	0	49	49	0	0	0	0
WIN 1978	0	49	49	0	0	0	0
SPR 2014	0	49	49	0	0	0	0
SUM 2014	0	49	49	0	0	0	0
WIN 2014	0	49	49	0	0	0	0
SPR 2015	49	0	49	0	0	0	0
SUM 2015	49	0	49	0	0	0	0
WIN 2015	49	0	49	0	0	0	0
SPR 2016	49	0	49	0	0	0	0
SUM 2016	49	0	49	0	0	0	0
WIN 2016	49	0	49	0	0	0	0
SPR 2017	49	0	49	0	0	0	0
SUM 2017	49	0	49	0	0	0	0
WIN 2017	49	0	49	0	0	0	0
SPR 2018	49	0	49	0	0	0	0
SUM 2018	49	0	49	0	0	0	0
WIN 2018	49	0	49	0	0	0	0
SPR 2019	0	49	49	0	0	0	0
SUM 2019	0	49	49	0	0	0	0
WIN 2019	0	49	49	0	0	0	0
SPR 2110	0	49	49	0	0	0	0
SUM 2110	0	49	49	0	0	0	0
WIN 2110	0	49	49	0	0	0	0
SPR 2111	0	49	49	0	0	0	0

**ESPA Modeling for WSB Rental
Moss Farms, Inc**

NET EFFECTS OF TRANSFER
ESPAM 1.1

1	101	102	103	104	105	106	107	108	109	110	111
	Net Transfer Effect (AF/four months)										
	Ashton to	Heise to	Shelley to	Nr Bckft Tr	Neeley to	Dev. Wbl. T	Buhl to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Bckft	Neeley	Mlnidoka	Buhl	Kspr		Malad		Bancroft
SUM 1961	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1961	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1962	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1962	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1962	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1963	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1963	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1963	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1964	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1964	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1964	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1965	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1965	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1965	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1966	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1966	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1966	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1967	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1967	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1967	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1968	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1968	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1968	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1969	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1969	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1969	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1970	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1970	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1970	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1971	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1971	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1971	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1972	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1972	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1972	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1973	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1973	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1973	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1974	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1974	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1974	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1975	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1975	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1975	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1976	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1976	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1976	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1978	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1978	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1978	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

[illegible]

[illegible]

NET EFFECTS OF TRANSFER

ESPAM 1.1

Page 5 of 8

NET EFFECTS OF TRANSFER

ESPAM 1.1

Page 6 of 8

NET EFFECTS OF TRANSFER

ESPAM 1.1

[illegible]

ESPA Modeling for WSB Rental Moss Farms, Inc

NET EFFECTS OF TRANSFER ESPAM 1.1

SPR 2104	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 2104	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 2104	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 2105	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 2105	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 2105	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 2106	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 2106	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 2106	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 2107	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 2107	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 2107	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 2108	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 2108	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 2108	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 2109	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 2109	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 2109	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 2110	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 2110	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 2110	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 2111	0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Enter First Time Step of Transfer: SUM 1001														
Match: 1		Match: 456												
		AIR	HIS	StNB	NBN	NIM	DWIB	BRIS	TS	TSGM	M	MIB	Total	
Preexisting Effects @ SS (Last Time Step):		1.11	1.18	6.84	18.08	2.20	3.84	1.48	0.94	0.10	0.89	0.03	36.69	Total Effects
Steady State - Value of Dep. @ Last Time Step:		1.11	1.18	6.83	18.06	2.19	3.84	1.48	0.94	0.10	0.89	0.03	36.66	Total Effects
Preexisting Effects @ Transient State (Max Value Timestep):		1.11	1.18	6.84	18.08	2.20	3.84	1.48	0.94	0.10	0.89	0.03	36.69	Total Effects
Transient State - Max. Value of Dep. After Transfer:		1.11	1.18	6.83	18.06	2.19	3.84	1.48	0.94	0.10	0.89	0.03	36.66	Total Effects
Steady State Change:		0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Transient State Change:		0.00	0.00	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00		



IDAHO SECRETARY OF STATE Viewing Business Entity

Lawrence Denney, Secretary of State

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MOSS FARMS, INC

PO BOX 1811
IDAHO FALLS, ID 83403

Type of Business: CORPORATION, GENERAL BUSINESS

Status: GOODSTANDING

State of Origin: IDAHO

Date of 02 Jan 2009

Origination/Authorization:

Initial Registered Agent: DENNIS MOSS
3286 N 3350 W
MOORE, ID 83255

Organizational ID / Filing Number: C181399

Number of Authorized Stock Shares: 1000

Date of Last Annual Report: 16 Feb 2015

Annual Report Due: Jan 2016

Original Filing:

Filed 02 Jan 2009 INCORPORATION

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Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

No. C 181399	Due no later than Jan 31, 2015 Annual Report Form		2. Registered Agent and Address (NO PO BOX)	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed.		DENNIS MOSS 3286 N 3350 W MOORE 83255	
	MOSS FARMS, INC PO BOX 1811 IDAHO FALLS ID 83403		3. <u>New</u> Registered Agent Signature:*	
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).				
Office Held	Name	Street or PO Address	City	State Country Postal Code
PRESIDENT	DENNIS MOSS	3286 N 3350 W	MOORE	ID USA 83255
5. Organized Under the Laws of: ID C 181399		6. Annual Report must be signed.* Signature: ROBERT CRANDALL Name (type or print): ROBERT CRANDALL Date: 02/16/2015 Title: AGENT		
Processed 02/16/2015		* Electronically provided signatures are accepted as original signatures.		



Rocky Mountain
ENVIRONMENTALSM
ASSOCIATES, INC.

RECEIVED

JAN 08 2015

DEPARTMENT OF
WATER RESOURCES

January 6, 2015

RMEA 14-0063

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

Re: Water Supply Bank Rental Applications

Dear Agent,

Enclosed are two applications to Rent Water from the Water Supply Bank using water right nos. 34-282C, 34-452E, 34-2438, and 34-10795. Applicant has a written agreement with Max Bingham, owner of said water rights, to rent these rights through the Bank. A signed copy will be forwarded to IDWR when it is received.

The proposed rental will apply surface water and ground water to 41.6 acres. Surface water will be delivered when possible and ground water will be used the remainder of the time.

If you have questions or concerns, please contact me at 524-2353 or through my email kmoore@rockymountainenvironmental.com.

Thank you,

Kristin Moore
Water Rights Analyst

Enclosures: WSB Applications

RECEIVED

JAN 20 2015

DEPARTMENT OF
WATER RESOURCES

AGREEMENT TO LEASE WATER RIGHT

THIS AGREEMENT is effective as of the 9 day of January, 2015, by and between **MAX AND CHERYL BINGHAM**, of 3861 N Hwy 93, Leslie, Idaho 83244, hereinafter called "BINGHAM," and **MOSS FARMS, INC**, of 3286 N 3350 W, Moore, Idaho 83255, hereinafter referred to as "MOSS."

WITNESSETH:

1. Water Right To Be Leased. BINGHAM does hereby lease to MOSS, and MOSS does hereby assume the lease from BINGHAM, accomplished through the Idaho Water Resource Board's "Water Supply Bank," those certain ground water and surface water rights partially decreed by the Snake River Basin Adjudication Court as water right numbers 34-282C, 34-452E, 34-2438, and 34-10795 (hereinafter, "Rights"), and more fully described as follows:

Ground water for irrigation up to the amount of 0.83 cfs from 05/01 to 10/15 for the irrigation of 41.6 acres.

Surface water for irrigation up to the amount of 0.7 cfs from 05/01 to 10/15 for the irrigation of 41.6 acres.

Water rights are restricted based on acre limits and combined use limitations described on the specific water rights.

Together with a right to make an application for a lease with the Idaho Water Resource Board's "Water Supply Bank" for use of the Rights for irrigation of lands owned by MOSS. The above lease and use of the Rights are hereinafter referred to as Lease Agreement.

2. Term of Lease Agreement. This Lease Agreement is for a term of four years beginning immediately upon execution hereof and continuing until December 31, 2018, at which time, the Lease Agreement shall automatically terminate unless the parties mutually agree to an extension.
3. Water Board Rental/Lease Fees. It is understood and agreed that each party shall pay its own cost associated with the intended Lease Agreement, Water Board rental/lease fees of the Rights for its intended use set forth herein, including all legal and hydrological fees associated with the application for rent/lease as may be required.

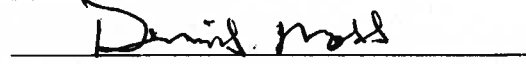
4. Termination. Either Party may opt out of this Agreement for any reason by providing notice through written correspondence by February 1 of any given year. The Lease Agreement shall be terminated and MOSS's rental application may be withdrawn.
5. Representations of BINGHAM. BINGHAM holds the Rights without any encumbrance and has full legal authority to lease/rent the Rights to MOSS. BINGHAM knows of no facts which would lead to a claim by any third party or the Idaho Department of Water Resources to challenge the decree granted by the Snake River Basin Adjudication Court to the Rights.
6. Indemnification. BINGHAM and MOSS agree to indemnify and save the other harmless against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable attorney's fees, by or on behalf of any person, party or governmental authority whatsoever arising out of any failure by BINGHAM or MOSS to perform any of the terms of this Lease Agreement or any accident, injury or damage which shall happen in or about the Rights and lands associated with the well from which the Rights are pumped, arising out of the respective negligence of BINGHAM or MOSS.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement.

BINGHAM:


By: Max Bingham

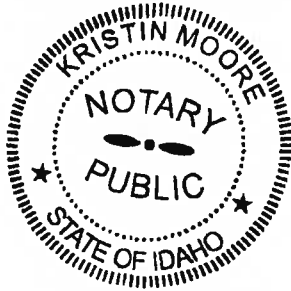
MOSS:


By: Dennis Moss

Acknowledgment

STATE OF IDAHO)
 ss.
County of Bonneville)

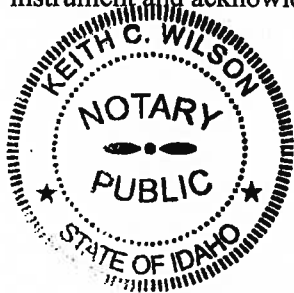
On this 16 day of January, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Max Bingham**, , known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Kristin Moore
Notary Public
My Commission Expires on June 29, 2016

STATE OF IDAHO)
 ss.
County of Bonneville)

On this 9 day of January, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dennis Moss**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Keith C Wilson
Notary Public
My Commission Expires on 6/21/2016