

RECEIVED
MAR 13 2015
DEPARTMENT OF
WATER RESOURCES

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

Summary of Water Rights or Portions Rented from the Bank

Water Right	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Acre Limit	Total Rented Acres
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29-13827	01/29/1960	Ground Water	NA	0.3 cfs	52.5 af	NA	15.0 ac
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29-14054	12/31/1974	Ground Water	NA	0.817 cfs	273.3 af	NA	68.3 ac
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29-14055	06/20/1961	Ground Water	NA	0.072 cfs	14.7 af	NA	3.7 ac
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29-14056	10/26/1966	Ground Water	NA	0.050 cfs	10.5 af	NA	2.6 ac
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29-14080	12/31/1974	Ground Water	NA	0.148 cfs	48.7 af	NA	12.2 ac
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29-14081	06/20/1961	Ground Water	NA	0.014 cfs	2.4 af	NA	0.6 ac
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29-14082	10/26/1966	Ground Water	NA	0.010 cfs	2.0 af	NA	0.5 ac
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Combined Limit

0.965 cfs	351.6 af	NA	87.9 ac
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29-14012	08/19/1952	Ground Water	NA	1.83 cfs	488.8 af	NA	122.2 ac
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29-14016	01/17/1966	Ground Water	NA	1.76 cfs	449.2 af	NA	127.4 ac
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45-2746	05/9/1966	Ground Water	NA	0.21 cfs	84.0 af	NA	22.5 ac
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Annual Combined Rental Totals

5.07 cfs 1426.1 af NA 375.0 ac

Term of Rental: February 23, 2015 to December 31, 2015

Rental Fee:	\$24,243.70
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The fee for rental of the above-described water is \$24,243.70 per year. Ten percent (\$2,424.37) 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 # 29-13827

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:

PEPILC by [Signature] CHRIS PRATT Member 3-9-15
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 [Signature] Date March 20, 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 SW¼NE¼ Sec. 34 Twp 04S Rge 30E BINGHAM County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/01 TO 10/31

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	30E	34	31.0	31.0	31.0	32.0	31.0	31.0	31.0	32.0					31.0	31.0	31.0	32.0	375.0

Total Acres: 375.0

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 rental agreement does not authorize the construction of a well.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.

12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
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. 120.
14. The water use of 29-14054, 29-14055, 29-14056, 29-14080, 29-14081, and 29-14082 under this rental agreement shall not exceed a maximum diversion rate of 0.965 cfs at the field headgate.



RECEIVED

FEB 23 2015

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

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) PEP, LLCMailing Address 1356 S., 3000 W. Aberdeen, ID 83210Phone (208) 709-1645Email pepfarms@gmail.com

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>5.07</u>	<u>1426.1</u>	<u>Irrigation</u>	<u>04/01</u> to <u>10/31</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u> to <u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u> to <u> </u>
Total: <u>5.07</u>	<u>1426.1</u>		

2. Source of water Ground Water tributary to ESPA Model Cell (77,105)

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
04S	30E	34		NE	SW	NE	Bingham

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	30E	34	31	31	31	32	31	31	31	32					31	31	31	32	375

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

Total Acres 375

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. _____

2. Do you own the land at the proposed place of use?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written 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 deep well, electric pump and booster.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
none
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. 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? 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. 5 years if available

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]
Signature of Applicant

CHRIS PRATT
Printed Name and Title*

2-20-15
Date

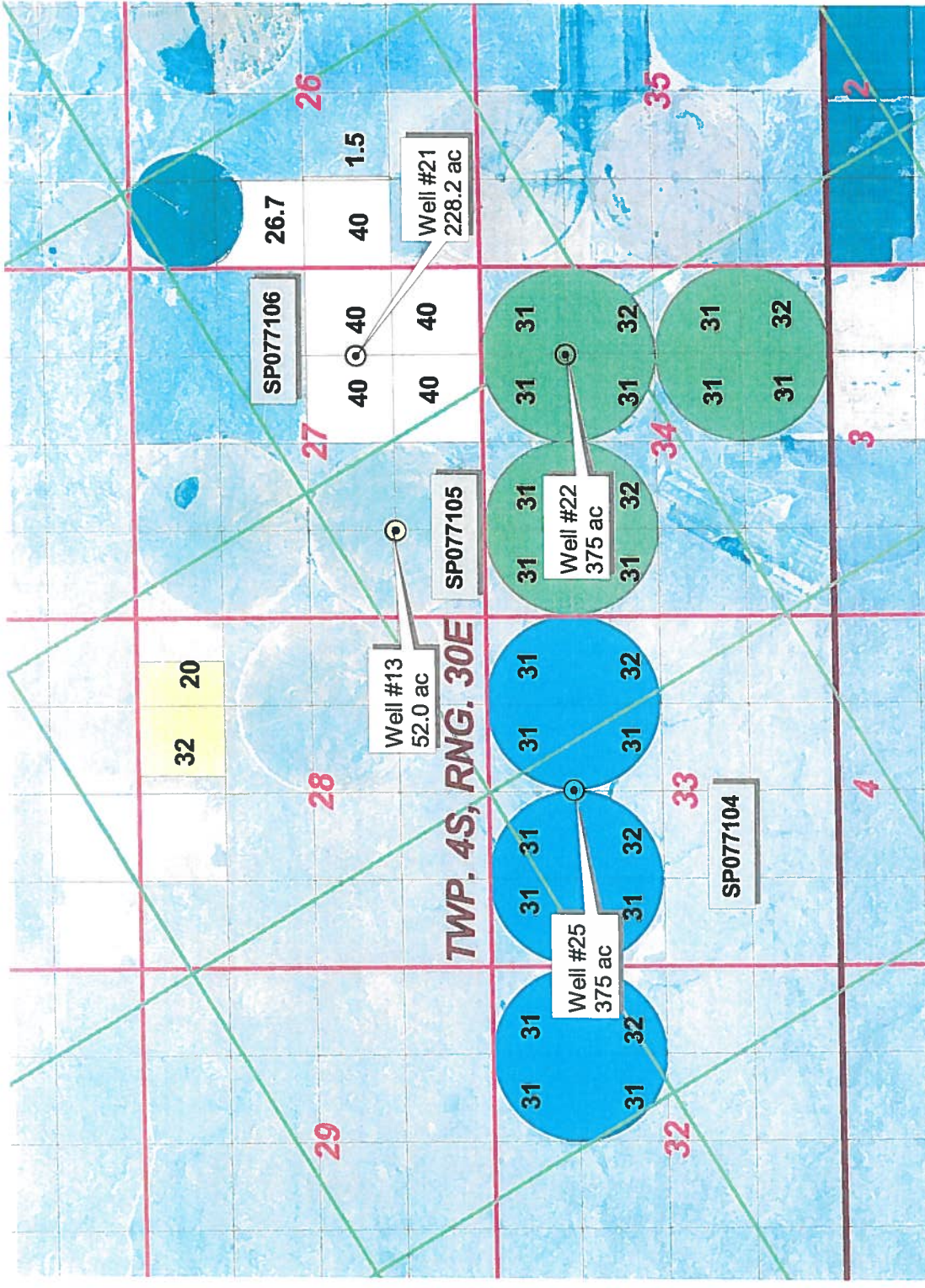
Signature of Applicant

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



JCH - 2/18/2015



- PEP, LLC Proposed Rental #1
- PEP, LLC Proposed Rental #2
- PEP, LLC Proposed Rental #3
- PEP, LLC Proposed Rental #4

- ESPA Model Grid
- Township & Range
- Sections
- 40's



2013 NAIP Aerial Photo

PEP, LLC Modeled 2015 Water Supply Bank Rentals (Updated 2/18/2015)