



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 3, 2017

ANDERSON FAMILY IRREVOCABLE TRUST
9689 GURDON DR
BOISE ID 83704

RESPONSE DEADLINE
2/15/2017

RE: Water Supply Bank Rental Fees for 2017 Rental Agreements

Dear Renter,

The following are your 2017 water rentals from the Water Supply Bank:

Rental	Start	End	Water Right	Rental Volume (AF)	Total Rental Fee	Owner Fee (90%)	Admin Fee (10%)	Rental Fee Due Date
1	2015	2019	2-2262	1022	\$17,374.00	\$15,636.40	\$1,737.40	2/15/2017

Our records indicate that payment has not yet been received for the above water right rentals.

If you have not already done so, please remit payment of **\$17,374.00** prior to the due dates above and enclose a copy of this letter with your payment.

If you have questions about your rental, you can contact me at 208-287-4918.

Regards,

Remington Buyer
Water Supply Bank Coordinator

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

This is to certify that: ANDERSON FAMILY IRREVOCABLE TRUST
9689 GURDON DRIVE
BOISE ID 83704
(208)375-1185

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
2-2262	12/6/1963	Snake River	Columbia River	3.44 cfs	1.022 af	NA	255.5 ac

Annual Combined Rental Totals	3.44 cfs	1,022 af	NA	255.5 ac
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Rental Fee:	Years	2015 - 2017	\$17,374.00 annually
	Year	2018 - 2019	\$20,440.00 annually

The fee for rental of the above-described water is \$17,374.00 for years 2015-2017 and \$20,440.00 for years 2018 - 2019. Ten percent (\$1,737.40 /\$2,044.00) 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.

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:

Mark R. Anderson Mark R Anderson Trustee 3/8/15
Signature of Renter Printed Name and Title* Date

Kerri M Collins Kerri M Collins Trustee 3/8/15
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
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date March 13, 2015

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

RECEIVED

MAR 12 2015

DEPARTMENT OF
WATER RESOURCES

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER L7(NE¼SE¼) Sec. 35, Twp 05S, Rge 09E, ELMORE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

03/15 TO 11/15

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	
5S	9E	35				13.2									0.3				13.5
5S	9E	36			24.5	17.8			38	24	23.8	12		8.9	9.7	13.5	32.4	37.4	242.0

Total Acres: 255.5

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 4.0 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. 2.

12. The renter shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).



RECEIVED
JAN 27 2015
DEPT OF WATER RESOURCES

STATE OF IDAHO
 WATER RESOURCE BOARD

**APPLICATION 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) Richard and Georgia Lee Anderson

Mailing Address 9689 Gurdon Drive, Boise Id. 83704

Phone 208-375-1185

Email markanderson@micron.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
1022 irrigation 3/15 to 11/15
1022

2. Source of water Snake River

tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
5s	09e	35	7	NE	SE	NE 1/4	Elmore

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	
T5S	9E	35				13.2									13.2				13.5
T5S	9E	36			23.8	9.7			42	13.5	24.5	28	12.0	32.4	17.8	24	8.9	37.4	242
					24.5	17.8			38	24	23.8			8.9	9.7	13.5	32.4		

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

Total Acres 255.5

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.
Pump Base in Snake river 1 ea. 75 hp 1 ea. 100hp
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
61-2152
3. Will the proposed place of use receive water from any other source? Yes ☐ No ☒
If yes, describe. 61-2152 is from Little Canyon Creek. Point of diversion has been exchanged to location for which this water will be used.
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. 5 years

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.

Mark R. Anderson
Signature of Applicant

Angela S. Anderson
Signature of Applicant

Co Conservator for Richard Anderson
POA for Georgis Lee Anderson
Printed Name and Title*
Co-Conservator for Richard W. Anderson
ANGELA S. Anderson
Printed Name and Title*
Date _____
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

City of Glenns Ferry

110 East 2nd Avenue ~ P. O. Box 910 ~ Glenns Ferry, ID 83623
208-366-7418 ~ fax 208-366-2238

MAYOR
Connie Wills, M.Ed.

CITY COUNCIL
Larry Stevenson, President
Traci Stewart, Vice President
Robert Janousek
Alan Crane

January 26, 2015

Idaho Department Water Resources

Attn: Cherie Palmer

The City of Glenns Ferry agrees to rent to the Andersons for farming purposes only, city owned property located outside the City Airport fenced boundary and within the Anderson property. The City of Glenns Ferry and the Anderson family does not have a written agreement to date but one can be arranged when the irrigation project proceeds.

City of Glenns Ferry supports the Anderson family bringing water to his property that is adjacent to city airport.

We understand that some of his equipment may be on city property.

If you should have any questions or comments please feel free to contact me at City Hall at (208) 366-7418.

Respectfully,



Mayor Connie Wills, M.Ed.

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

JAN 20 2013

DEPARTMENT OF
WATER RESOURCES

AMENDED

APPLICATION 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) Richard and Georgia Lee AndersonMailing Address 9689 Gurdon Drive, Boise Id. 83704Phone 208-375-1185Email markanderson@micron.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) 2.38 ~~3.53~~ Maximum Volume (ac-ft) 706 Nature of Use irrigation Period of Use 3/15 to 11/15

2.38 ~~3.53~~ cfs 706 ac-ft

Total: 2.38 ~~3.53~~ cfs 706 ac-ft

2. Source of water Snake River tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
5s	09e	35	7				Elmore

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	
T5S	9E	35				.34									13.2				13.5
T5S	9E	36			19.9	9.75			11	9.4	2.3	28.5		32.4	2.72	.682	8.9	37.4	163

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

Total Acres 176.5

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.

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Pump Base in Snake river 1 ea. 75 hp 1 ea. 100hp
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
61-2152
3. Will the proposed place of use receive water from any other source? Yes ☒ No ☒
If yes, describe. 61-2152 is from Little Canyon Creek. Point of diversion has been exchanged to location for which this water will be used.
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. 5 years

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2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
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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.

Mark R Anderson
Signature of Applicant

Angela S. Anderson
Signature of Applicant

POA for Georgia Lee Anderson
Co-Conservator for Richard W Anderson
Mark R Anderson
Printed Name and Title*
Co-Conservator for Richard W Anderson
ANGELA S. Anderson
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

MARGARET M. LEZAMIZ ISB #2880
SCHROEDER & LEZAMIZ LAW OFFICES LLP
447 WEST MYRTLE
P.O. BOX 267
BOISE, IDAHO 83701
TELEPHONE: 208-384-1627, Ext. 3

Attorneys for Co-Petitioners

FILED
2013 AUG 21 AM 10:51

BARBARA STEELE
CLERK OF THE COURT
DEPUTY *JS*

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

IN THE MATTER OF:

RICHARD W. ANDERSON,

An Incapacitated Person.

)
) CASE NO. CV 2013-602
)
)

) **LETTERS OF FULL GUARDIANSHIP**
) **AND FULL CONSERVATORSHIP**
)
)

) (I.C. 15-5-304 and (I.C. 15-5-421)
)
)

MARK R. ANDERSON and **ANGELA S. ANDERSON** were duly appointed and qualified as co-guardians of the above-named incapacitated person and co-conservators of the estate of the above-named incapacitated person on the date set herein below by the Court, with all authority pertaining thereto.

These letters are issued to evidence the appointment, qualification, and authority of the said co-guardians and co-conservators.

The guardianship is a general guardianship, and the conservatorship is a general conservatorship.

WITNESS my hand and the seal of this Court this 21st day of August, 2013.

STATE OF IDAHO)
COUNTY OF ELMORE) ss

I hereby certify that the foregoing instrument is a true and correct copy of the original on file in this office.

August 21 2013
By *JS* Barbara Steele, CLERK
Deputy

JS **GEORGE G. HICKS**
HON. GEORGE G. HICKS
MAGISTRATE JUDGE

DURABLE POWER OF ATTORNEY
Under Idaho Code Section 15-5-501
(INCLUDING HIPAA RELEASE AUTHORITY)

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, GEORGIA LEE ANDERSON, Elmore County, Idaho, do hereby make, constitute, and appoint my son, MARK ANDERSON, of Boise, Idaho, my true and lawful attorney-in-fact for and in my name, place and stead, and on my behalf, and for my use and benefit:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever;
2. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock, certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, chooses in action, personal and real property rights, and demands whatsoever, liquidated or unliquidated, as not are, or shall hereafter become, owned by, or due, owing, payable, or belonging to me or in which I have or may hereafter acquire interest, to have, use and take all lawful means and equitable and legal remedies, procedures, and writs in my name and for the collection and recover thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, on behalf, and in my name, all endorsements, acquittance, releases, receipts, or other sufficient discharges for the same;
3. To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;
4. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf and in my name and under such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;
5. To conduct, engage in, and transact any and all lawful business of whatever nature of kind for me, on my behalf, and in my name;
6. To make, receive, sign, endorse, execute, acknowledge, deliver and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds,

security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse, receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letter of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidence of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing or whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted;

7. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

8. To make all decisions concerning my health or personal care.

9. **HIPAA RELEASE AUTHORITY.** I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records of mine. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered healthcare provider, any insurance company and the Medial Information Bureau Inc. or other healthcare clearing house that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release, without restriction, all of my individually, identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

The authority given my agent shall supersede any prior agreement that I may have made with my healthcare providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in then event that I revoke the authority in writing and deliver it to my healthcare provider.

10. To make all decisions relating to my funeral.

11. I grant to said attorney in fact full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully as intents and purpose as I might or could do if personally present, with full power of substitution or revocation, hereby



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

February 27, 2015

RICHARD & GEORGIA LEE ANDERSON
9689 GURDON DR
BOISE ID 83704

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 02-2262**

*****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 \$17,374.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 1022 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 \$17,374.00 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 \$15,636.60 of the rental fee will be paid to the lessor(s) and 10% or \$1,737.40 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Sandra Thiel', followed by a horizontal line extending to the right. Below the signature, the letters 'FOR' are handwritten.

Sandra Thiel
Water Resource Planner
WSB Process Point of Contact
Enclosure(s)

c: IDWR Front Desk

MEMORANDUM

To: Water Right 2-2262
From: Sandra Thiel
Date: February 13, 2015
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE:

In November 2014, the Department received a lease/rental package. Grindstone Butte Mutual Canal Co. applied to lease a portion of right 2-2262, 3.44 cfs, 1,022 af and 255.5 acres, into the bank. Richard and Georgia Lee Anderson submitted the rental application. The first version of the rental application was returned because the application place of use did not match the map. The Andersons did not include authorization from the land owner to irrigate the portion of the land they don't own with the first version of the application. Approximately 15 of the acres they plan to irrigate land belong to the City of Glenns Ferry.

The Department received a second version of the application on January 20, 2015. This version requested irrigation water for 176.5 acres. According to the lease memo this amount was on the original Grindstone lease. However, the Andersons need to rent water for 255.5 acres. The third version, received January 27, 2015, requested water for 255.5 acres. On January 26, 2014, Glenns Ferry's mayor wrote a letter to the Department authorizing the irrigation of city property.

The Anderson's plan to pump from the Snake River using one 75 hp pump and one 100 hp pump. The point of diversion will be the same as water right 61-2152. Both the Grindstone lease and the rental are for 5 years.

On March 3, 2015 Mark Anderson sent a quit claim deed to change the ownership to the Anderson Family Irrevocable Trust. Mark Anderson and Kerri Collins are the Trustees.

AUTHORITY TO FILE: The rental application was signed by Mark Anderson and Angela Anderson. Richard Anderson included a durable power of attorney designating Mark Anderson and Angela Anderson as co-conservators of their estate with the rental application. Richard Anderson owns most of the property to be irrigated under the rental. As mentioned above Glenns Ferry owns 15 acres.

WATER RIGHT VALIDITY: The right was partially decreed in the Snake River Basin Adjudication in 2008. The acres that are proposed to be leased were in the bank last year. Because these acres have been protected from forfeiture there are no validity concerns.

INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: The rental of 2-2262 does not include a change in the nature of use. The lease and the rental share the same season of use 3/15 to 11/15, the same headgate requirement of 4 af/ac and the same consumptive use of 3 af/ac. Right 2-2262 provides 0.01347 cfs per acre. Based on 255.5 acres the rate for this rental is 3.44

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: Corbin Knowles, the water master for water district 02, did not see any injury arising from this rental.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

IDAHO ESTATE PLANNING
453 S. FITNESS PLAZA
EAGLE, IDAHO 83616
(208) 939-7658

SEND TAX STATEMENTS TO:
MARK R. ANDERSON
9689 Gurdon Dr.
Boise, ID 83704

Instrument # 445969 # Pages: 3
ELMORE COUNTY, Idaho
Feb 02, 2015 4:28:11 pm Fee: \$ 16.00
For: HALL, FRIEDLY & WARD
BARBARA STEELE, Recorder
DELLIS, Deputy

(SPACE ABOVE LINE FOR RECORDER'S USE)

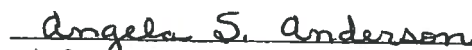
QUITCLAIM DEED

MARK R. ANDERSON and ANGELA S. ANDERSON, Co-Conservators of RICHARD W. ANDERSON, appointed July 9, 2013, Case No. CV 2013-602, Grantor, hereby quitclaims, transfers and conveys to **Mark R. Anderson and Kerri M. Collins, Trustees of the Anderson Family Irrevocable Trust dated October 23, 2014**, Grantees, 9689 Gurdon Dr., Boise, Idaho, all of RICHARD W. ANDERSON's right, title and interest in and to that certain real property, tract of land in Elmore County, Idaho, described on Exhibit A attached hereto.

Witness the hand of said Grantors this 30 day of January, 2015.



MARK ANDERSON, Conservator for
RICHARD W. ANDERSON, Grantor



ANGELA S. ANDERSON, Conservator for
RICHARD W. ANDERSON, Grantor

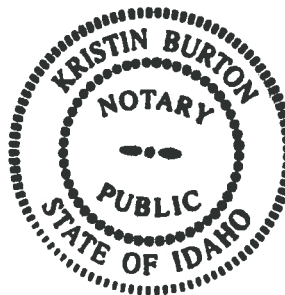
STATE OF IDAHO)
COUNTY OF ELMORE) ss.

On this 30th day of January, 2015 before me, the undersigned, Notary Public in and for said State, personally appeared MARK ANDERSON, known to or identified by me to be the person who executed said within instrument, as Co-Conservator for RICHARD W. ANDERSON, and acknowledged to me that he executed the same as Co-Conservator.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal the day and year in this certificate first above written.

Kristin Burton
Notary Public

My commission expires: 11/25/2020



STATE OF IDAHO)
COUNTY OF ELMORE) ss.

On this 30th day of January, 2015 before me, the undersigned, Notary Public in and for said State, personally appeared ANGELA ANDERSON known to or identified by me to be the person who executed said within instrument, as Co-Conservator for RICHARD W. ANDERSON, and acknowledged to me that she executed the same as Co-Conservator.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal the day and year in this certificate first above written.

Kristin Burton
Notary Public

My commission expires: 11/25/2020

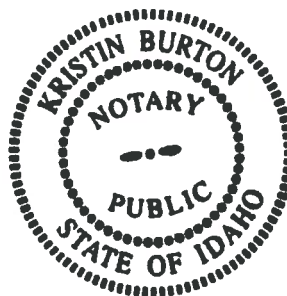


Exhibit A

The Southeast Quarter of the Northeast Quarter, excepting and excluding the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter, subject to existing road rights of way, containing 33.418 acres, more or less;

The Southwest Quarter of the Northeast Quarter, excepting and excluding 2.5 acres in the southeast corner thereof; the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter of the Southwest Quarter, the North Half of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter, the North Half of the North Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter, containing 125 acres, more or less;

All that portion of the Northeast Quarter of the Northwest Quarter of Section Thirty-six, Township Five South, Range Nine East, Boise Meridian, lying South of the Oregon Short Line Railroad Company right of way;

All that portion of the Northwest Quarter of the Northwest Quarter of Section Thirty-six, Township Five South, Range Nine East, Boise Meridian, bounded as follows: Commencing at the point where the southerly boundary line of the Oregon Short Line Railroad Company right of way intersects the north boundary line of Section Thirty-six, Township Five South, Range Nine East, Boise

Meridian, and running thence due South to the south boundary line of the Northwest Quarter of the Northwest Quarter of said Section Thirty-six; running thence East to the southeast corner of the Northwest Quarter of the Northwest Quarter of said Section Thirty-six; running thence North along the east boundary line of said tract to the point where said east boundary line intersects the southerly boundary line of the right of way for the Oregon Short Line Railroad Company; running thence Northwesterly along the southerly boundary line of said railroad right of way to the point of beginning;

All of the above-described real property being located in Section Thirty-six, Township Five South, Range Nine East, Boise Meridian, together with all water rights and ditch rights appurtenant to said property;

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

IDAHO ESTATE PLANNING
453 S. FITNESS PLAZA
EAGLE, IDAHO 83616
(208) 939-7658

SEND TAX STATEMENTS TO:
MARK R. ANDERSON
9689 Gurdon Dr.
Boise, ID 83704

Instrument # 445970 # Pages: 3
ELMORE COUNTY, Idaho
Feb 02, 2015 4:28:12 pm Fee: \$ 16.00
For: HALL, FRIEDLY & WARD
BARBARA STEELE, Recorder
DELLIS, Deputy

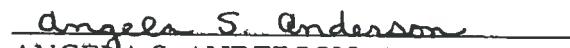
(SPACE ABOVE LINE FOR RECORDER'S USE)

QUITCLAIM DEED

MARK R. ANDERSON and ANGELA S. ANDERSON, Co-Conservators of RICHARD W. ANDERSON, appointed July 9, 2013, Case No. CV 2013-602, Grantor, hereby quitclaims, transfers and conveys to **Mark R. Anderson and Kerri M. Collins, Trustees of the Anderson Family Irrevocable Trust dated October 23, 2014**, Grantees, 9689 Gurdon Dr., Boise, Idaho, all of RICHARD W. ANDERSON's right, title and interest in and to that certain real property, tract of land in Elmore County, Idaho, described on Exhibit A attached hereto.

Witness the hand of said Grantors this 30 day of January, 2015.


MARK ANDERSON, Conservator for
RICHARD W. ANDERSON, Grantor


ANGELA S. ANDERSON, Conservator for
RICHARD W. ANDERSON, Grantor

STATE OF IDAHO

COUNTY OF ELMORE

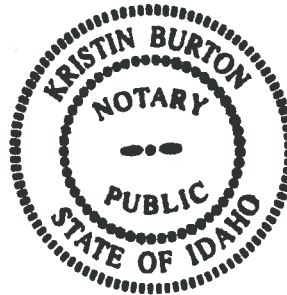
)
)
) ss.

On this 30th day of January, 2015 before me, the undersigned, Notary Public in and for said State, personally appeared MARK ANDERSON, known to or identified by me to be the person who executed said within instrument, as Co-Conservator for RICHARD W. ANDERSON, and acknowledged to me that he executed the same as Co-Conservator.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal the day and year in this certificate first above written.

Kristin Burton
Notary Public

My commission expires: 11/25/2020



STATE OF IDAHO

COUNTY OF ELMORE

)
)
) ss.

On this 30th day of January, 2015 before me, the undersigned, Notary Public in and for said State, personally appeared ANGELA ANDERSON known to or identified by me to be the person who executed said within instrument, as Co-Conservator for RICHARD W. ANDERSON, and acknowledged to me that she executed the same as Co-Conservator.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal the day and year in this certificate first above written.

Kristin Burton
Notary Public

My commission expires: 11/25/2020

Exhibit A

TRACT NO. 1

The North twenty acres of Lot One; the North twenty acres of Lot Two; the South Half of the South Half of the Northeast Quarter of the Southeast Quarter; the South Half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter, all in Section Thirty-six, Township Five South, Range Nine East, Boise Meridian.

TRACT NO. 2

The Alturas Bonanza Bar Placer Mining Claim, a patented mining claim designated by the Surveyor General as Survey No. 2048, embracing a portion of Sections Thirty-five and Thirty-six, in Township Five South, Range Nine East, Boise Meridian, and of Section Thirty-one, Township Five South, Range Ten East, Boise Meridian, a more particular description of which may be found in the Patent for said claim now recorded in the office of the County Recorder of Elmore County, Idaho, in Book 17 of Patents at Page 87, to which recorded patent reference is hereby made for a more particular description of said mining claim; ALL TOGETHER with all of the metals, ores, gold and silver bearing rocks and earth therein, and together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; BUT SAVING and EXCEPTING and EXCLUDING a tract of land in the extreme Southwesterly corner of said Section Thirty-one, Township Five South, Range Ten East, Boise Meridian, bounded as follows:

Commencing at the Southwest corner of Section Thirty-one, Township Five South, Range Ten East, Boise Meridian, and running thence East along the South boundary line of said Section Thirty-one a distance of 561.0 feet to the corner of Lot Four of said Section Thirty-one; running thence North along the West boundary line of said Lot Four a distance of 487.8 feet to the South boundary of said Lot Four; running thence North 89°54' West along said South boundary of Lot Four a distance of 561 feet to a point on the West boundary line of said Section Thirty-one; running thence South along said West boundary line a distance of 487.8 feet, more or less, to the point of beginning.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

IDAHO ESTATE PLANNING
453 S. FITNESS PLAZA
EAGLE, IDAHO 83616
(208) 939-7658

SEND TAX STATEMENTS TO:
MARK R. ANDERSON
9689 Gurdon Dr.
Boise, ID 83704

Instrument # 445972 # Pages: 3
ELMORE COUNTY, Idaho
Feb 02, 2015 4:28:14 pm Fee: \$ 16.00
For: **HALL, FRIEDLY & WARD**
BARBARA STEELE, Recorder
DELLIS, Deputy

(SPACE ABOVE LINE FOR RECORDER'S USE)

QUITCLAIM DEED

GEORGIA L. ANDERSON, Grantor, 133 E. Snake River Ave., Glens Ferry, of Elmore County, Idaho, hereby quitclaims to **Mark R. Anderson and Kerri M. Collins, Trustees of the Anderson Family Irrevocable Trust dated October 23, 2014,** Grantees, 9689 Gurdon Dr., Boise, Idaho, all of her right, title and interest in and to that certain real property located, tract of land in Elmore County, Idaho, described on Exhibit A attached hereto.

Witness the hand of said Grantor this 30th day of January, 2015.


GEORGIA L. ANDERSON, Grantor

STATE OF IDAHO

COUNTY OF ELMORE

)
) ss.
)

On this 30th day of January, 2015 before me, the undersigned, Notary Public in and for said State, personally appeared GEORGIA L. ANDERSON, Grantor known to or identified by me to be the person who executed said within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal the day and year in this certificate first above written.

Kristin Burton
Notary Public

My commission expires: 11/25/2020

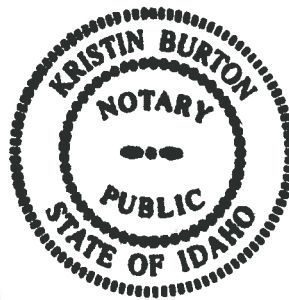


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The Southeast Quarter of the Northeast Quarter, excepting and excluding the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter, subject to existing road rights of way, containing 33.418 acres, more or less;

The Southwest Quarter of the Northeast Quarter, excepting and excluding 2.5 acres in the southeast corner thereof; the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter of the Southwest Quarter, the North Half of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter, the North Half of the North Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter, containing 125 acres, more or less;

All that portion of the Northeast Quarter of the Northwest Quarter of Section Thirty-six, Township Five South, Range Nine East, Boise Meridian, lying South of the Oregon Short Line Railroad Company right of way;

All that portion of the Northwest Quarter of the Northwest Quarter of Section Thirty-six, Township Five South, Range Nine East, Boise Meridian, bounded as follows: Commencing at the point where the southerly boundary line of the Oregon Short Line Railroad Company right of way intersects the north boundary line of Section Thirty-six, Township Five South, Range Nine East, Boise

Meridian, and running thence due South to the south boundary line of the Northwest Quarter of the Northwest Quarter of said Section Thirty-six; running thence East to the southeast corner of the Northwest Quarter of the Northwest Quarter of said Section Thirty-six; running thence North along the east boundary line of said tract to the point where said east boundary line intersects the southerly boundary line of the right of way for the Oregon Short Line Railroad Company; running thence Northwesterly along the southerly boundary line of said railroad right of way to the point of beginning;

All of the above-described real property being located in Section Thirty-six, Township Five South, Range Nine East, Boise Meridian, together with all water rights and ditch rights appurtenant to said property;

Instrument # 445973 # Pages: 3
ELMORE COUNTY, Idaho
Feb 02, 2015 4:28:15 pm Fee: \$ 16.00
For: HALL, FRIEDLY & WARD
BARBARA STEELE, Recorder
DELLIS, Deputy

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

IDAHO ESTATE PLANNING
453 S. FITNESS PLAZA
EAGLE, IDAHO 83616
(208) 939-7658

SEND TAX STATEMENTS TO:
MARK R. ANDERSON
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Boise, ID 83704

(SPACE ABOVE LINE FOR RECORDER'S USE)

QUITCLAIM DEED

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Witness the hand of said Grantor this 30th day of January, 2015.


GEORGIA L. ANDERSON, Grantor

STATE OF IDAHO)
) ss.
COUNTY OF ELMORE)

On this 30th day of January, 2015 before me, the undersigned, Notary Public in and for said State, personally appeared GEORGIA L. ANDERSON, Grantor known to or identified by me to be the person who executed said within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal the day and year in this certificate first above written.

Kristin Burton
Notary Public

My commission expires: 11/25/2020

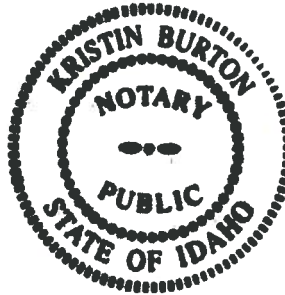


Exhibit A

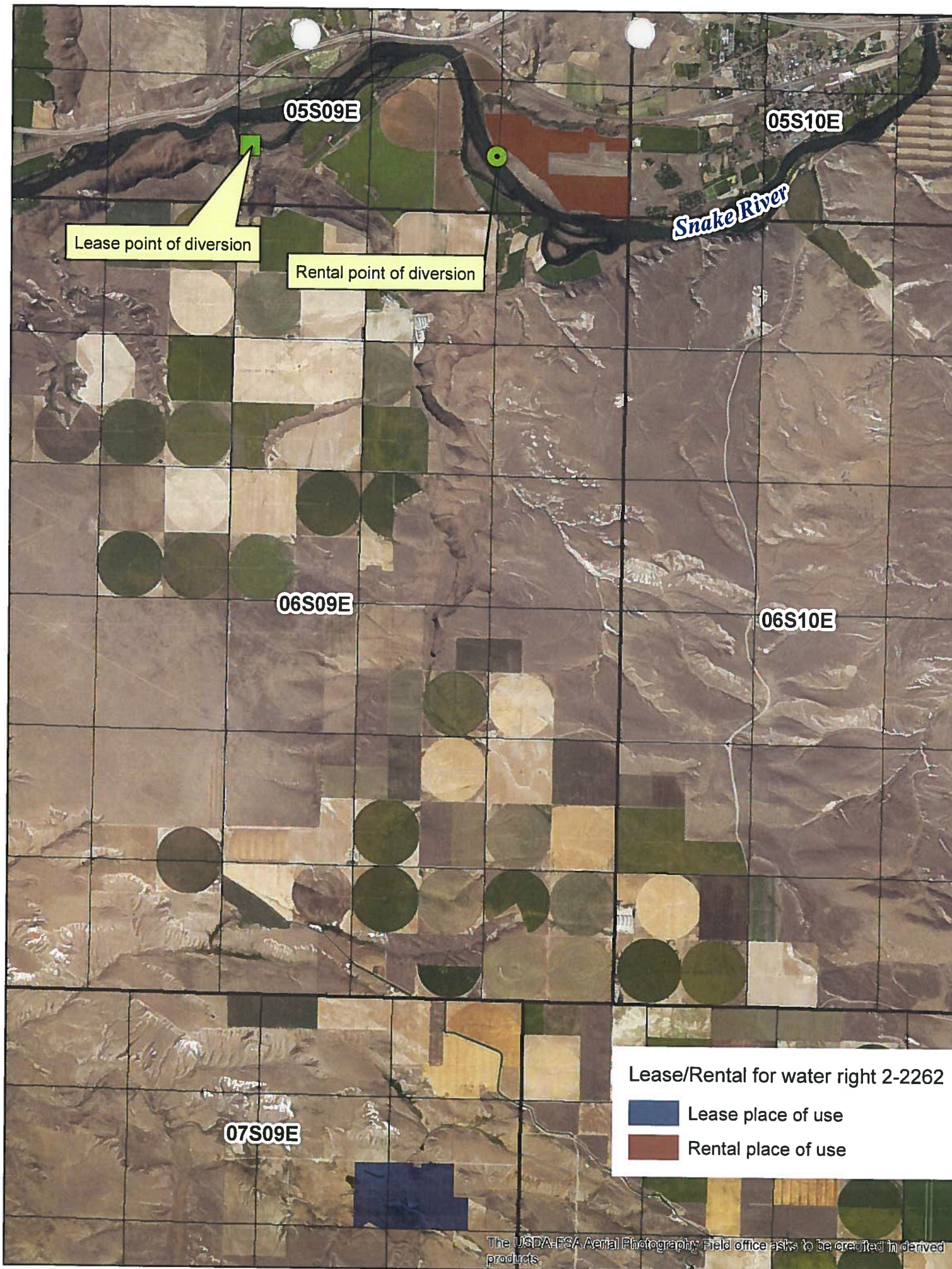
TRACT NO. 1

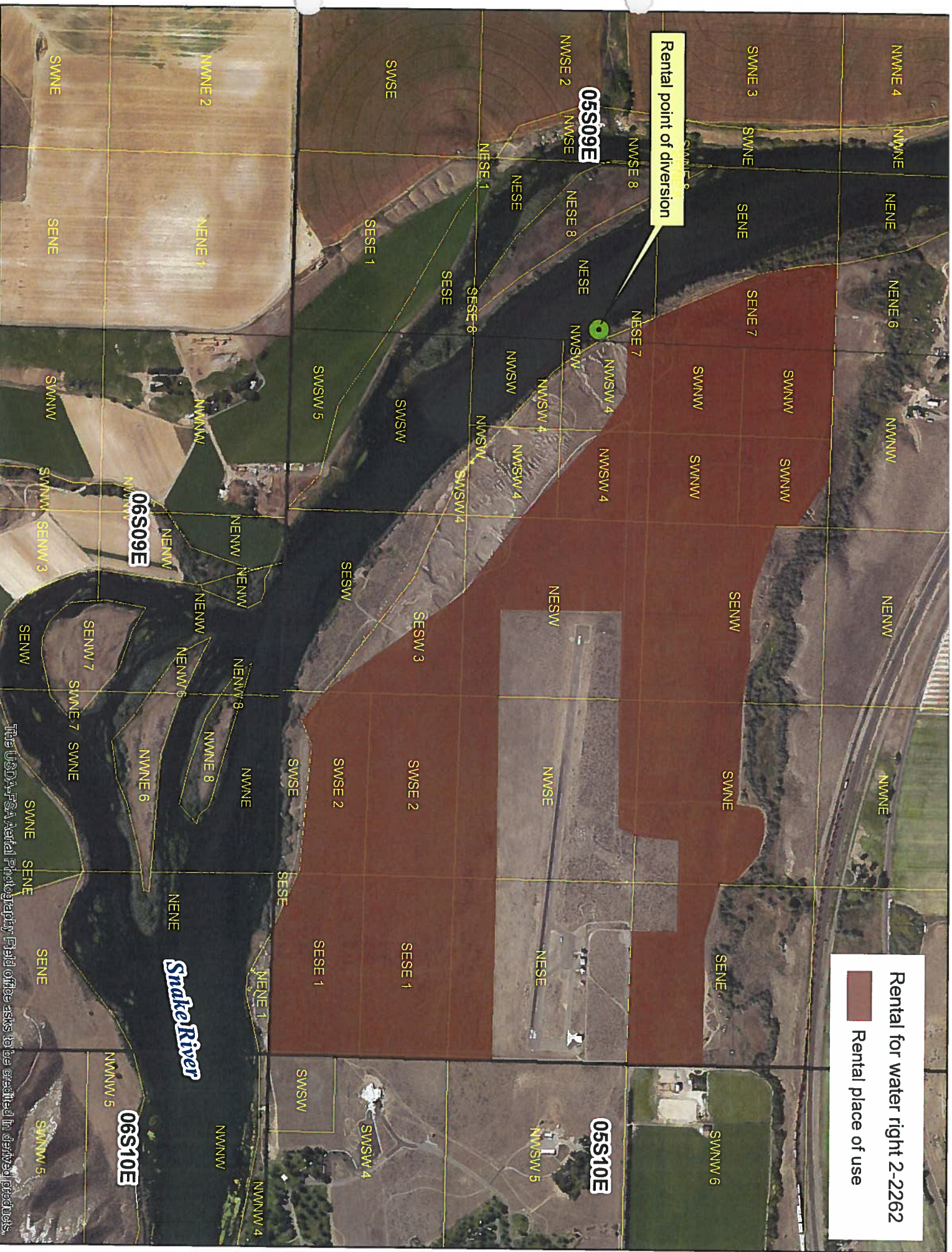
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Commencing at the Southwest corner of Section Thirty-one, Township Five South, Range Ten East, Boise Meridian, and running thence East along the South boundary line of said Section Thirty-one a distance of 561.0 feet to the corner of Lot Four of said Section Thirty-one; running thence North along the West boundary line of said Lot Four a distance of 487.8 feet to the South boundary of said Lot Four; running thence North 89°54' West along said South boundary of Lot Four a distance of 561 feet to a point on the West boundary line of said Section Thirty-one; running thence South along said West boundary line a distance of 487.8 feet, more or less, to the point of beginning.





Rental point of diversion

Rental for water right 2-2262

Rental place of use

The USDA-FSA Aerial Photography Field office asks to be credited in derived products.



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 18, 2015

ANDERSON FAMILY IRREVOCABLE TRUST
9689 GURDON DR
BOISE ID 83704

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 02-2262**

Dear Renter:

Please find enclosed a new copy of the first page of your rental agreement. The original rental agreement sent February 27, 2015, included years 2014 through 2019. Your rental does not include 2014. The time period for the rental is correct on the enclosed copy for 2015 through 2019.

If you have any questions, please contact me at (208) 287-4881.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Sandra Thiel'.

Sandra Thiel
Senior Water Resource Agent

Enclosure(s): Rental Agreement page 1 (copy)



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 16, 2015

ANDERSON FAMILY IRREVOCABLE TRUST
9689 GURDON DR
BOISE ID 83704

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 02-2262**

Dear Renter:

Please find enclosed a receipt in the amount of **\$17,374.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 1,022 acre-feet of water for irrigation of 255.5 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 \$15,636.60 of the rental fee will be paid to the lessor(s) and 10% or \$1,737.40 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881.

Sincerely,

A handwritten signature in black ink, appearing to be 'Sandra Thiel', followed by a long horizontal line extending to the right. Below the signature, the word 'FOR' is written in a small, handwritten font.

Sandra Thiel
Senior Water Resource Agent

Enclosure(s): Receipt No. C100068
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Western Regional Office
Corbin Knowles – State Water District No. 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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 4, 2015

RICHARD & GEORGIA LEE ANDERSON
9689 GURDON DR
BOISE ID 83704

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 02-2262

TIME SENSITIVE RESPONSE REQUIRED

Dear Applicant:

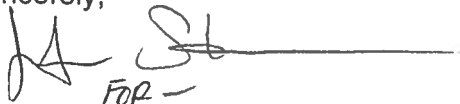
The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. I have enclosed an **AMENDED Water Supply Bank Rental Agreement for your review and signature**. Upon signature and return of the original agreement, together with the rental fee described 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 \$17,374.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 1022 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 \$17,374.00 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 \$15,636.60 of the rental fee will be paid to the lessor(s) and 10% or \$1,737.40 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881.

Sincerely,



FOR -

Sandra Thiel
Water Resource Planner
WSB Process Point of Contact
Enclosure(s)

c: IDWR Front Desk

Thiel, Sandra

From: Grimm, Angie
Sent: Wednesday, February 25, 2015 9:09 AM
To: Thiel, Sandra
Subject: RE: lease/rental

Sandra,

Good morning! Western worked on an Exchange for Mr. Anderson's Little Canyon Creek water right 61-2152 not too long ago so the names here are ringing bells for me. Looks like the POD created by that Exchange will be the POD for the rental too. All that aside, this one looks pretty good from our end. Only thing noted, is that the rental POD is upstream of the lease POD with unrelated WR PODs in between. However, being on the Snake River pretty close together and regulated by the Watermaster (who's ok with the proposal) this shouldn't be an issue. Also, the rental is within the Trust Water area, but with Corbin measuring water there hopefully no enlargement will occur. Thank you for providing us an opportunity to comment.

Thanks,
Angie

Angela M. Grimm, P.G.
Water Resources Agent, Sr.
IDWR - Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190 phone
(208) 334-2348 fax

P.S. Great job on the review documents for this one. Both Cherie's and your memos painted a very nice & complete picture! =)

From: Thiel, Sandra
Sent: Thursday, February 12, 2015 9:08 AM
To: Grimm, Angie
Subject: lease/rental

Good Morning, The attached files contain the background for a lease rental package. Please review them and let me know if you have any concerns as soon as you can. Thanks in advance.

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

Palmer, Cherie

From: Palmer, Cherie
Sent: Monday, January 26, 2015 6:07 PM
To: Knowles, Corbin
Subject: Anderson Rental Application and Watermaster Input
Attachments: PD.jpg

Corbin,

Looks like the Andersons would like to rent water right 2-2262. I did a quick evaluation and see that there might be a problem but I need your input. The rental PD is over 2.5 miles upstream from the PD for water right 2-2262. There are 5 water rights that are between those two points. I attached a map that shows you that priority date of those rights and the diversion rate. Do you foresee this being an issue? Would any of those water users be injured possibly? Mark and John Marshall are coming in tomorrow at 11am to discuss the lease/rental package. You are welcome to join us.

Cherie

- Discussed w/ Corbin 1/26/15. Corbin didn't see any injury issues w/ completing this rental.

- Cherie P.

