

RECEIVED
JUL 01 2014
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

Detailed water right conditions are attached.

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


Signature of Renter

Leanne H. HsHe
Printed Name and Title*

6-25-14
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 July 1, 2014

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

WATER USE DETAILS

LOCATION OF POINT OF DIVERSION

02-7279B, 02-7059, 02-7275, and 02-7062:

SNAKE RIVER L9(SE¼SW¼) Sec. 34 Twp 05S Rge 04E OWYHEE County

BENEFIAL 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	
06S	03E	08			3.1										36.6	2.0		3.3	45.0

Total Acres: 45.0

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 right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
11. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 02.

12. The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.

STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANKRECEIVED
MAR 21 2014
DEPARTMENT OF
WATER RESOURCES

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) Layne Astle
Mailing Address 24377 A & A Rd Grand View Idaho 83624
Phone (208) 861-5732 Email majek cattle@gmail.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
.02 5 ac-ft Irrigation 3/15 to 11/15
____ to ____
____ to ____

Total: .9 cfs 225 ac-ft

2. Source of water Snake River tributary to Columbia River

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
05S	04E	34	19	SESW			Owyhee

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	
06S	03E	8			5											40			45

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

Total Acres 45

B. OWNERSHIP

* Please review email date 6/6/14 that modifies the acres.

cpalmer

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, pipe, canal

2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.

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.

2018

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.

Layne Artle
Signature of Applicant

Layne Artle
Printed Name and Title*

3-20-14
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

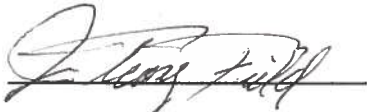
To Whom It May Concern:

Bybee Lateral Water Users does hereby give consent for Layne Astle to lease water rights from the water bank, to irrigate forty-five acres in S8, TWP06S, RGE03E.

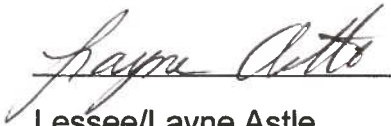
Daniel Gubert President
Bybee Water Lateral Users

Lease Agreement

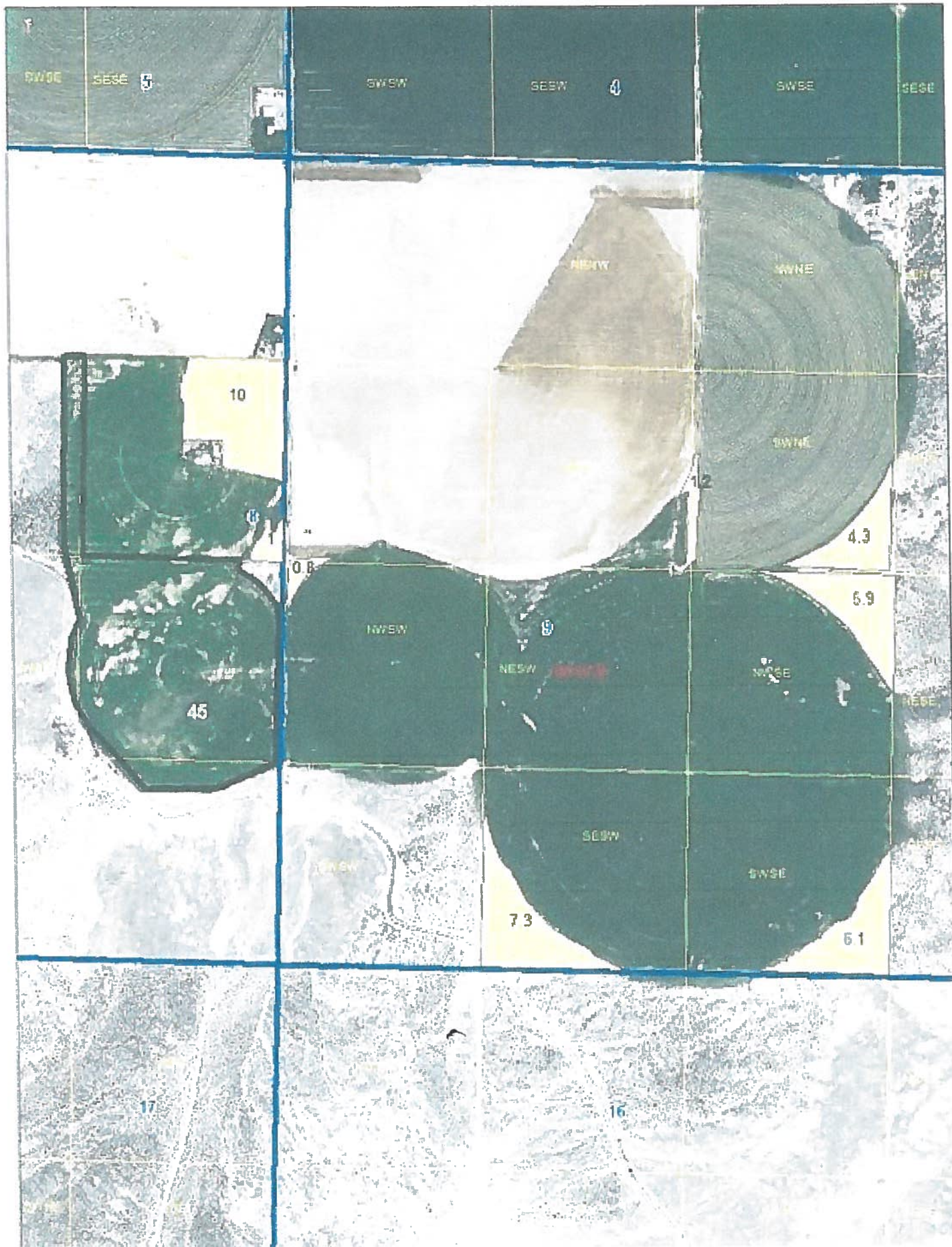
This lease agreement shall serve as the outline of the lease agreement between the Lessor, Terry Field, and the Lessee, Layne Astle. Lessor agrees to lease forty-five acres in S8, TWP065, RGE03E, to the lessee beginning in March 2014, which shall be renewed each year, so long as both parties agree. The lessor will supply all water, irrigation equipment, and all expenses that are incurred while operating it. Lessee will pay to lessor, the sum of fifty dollars per acre. Lessor and lessee enter into said lease agreement on this the 21st day, of the month March, in the year 2014.

A handwritten signature in cursive script, appearing to read "Terry Field", written over a horizontal line.

Lessor/Terry Field

A handwritten signature in cursive script, appearing to read "Layne Astle", written over a horizontal line.

Lessee/Layne Astle





NW NW

SW NW

NW SW

SW SW

NENE

SE NE

NE SE

SE SE

3.1 acres

2 acres

36.6 acres

3.3 acres

SW NE

NW SE

SW SE

SE NW

NE SW

SE SW

8

9



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

July 1, 2014

LAYNE H ASTLE
24377 A & A AVE
GRAND VIEW ID 83624

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK WATER RIGHT NO(S).
2-7059, 2-7062, 2-7275, 2-7279B AND 57-7022**

Dear Renter:

Please find enclosed a receipt in the amount of **\$1015.75** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 219.5 af acre-feet of water for irrigation of 45.0 acres during 2014. 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 \$642.60 of the rental fee will be paid to the lessor(s) of water right 2-7062 and 10% or \$71.40 will be retained by the Department to offset administrative costs. For water rights 2-7059, 2-7275, 2-7279B and 57-7022, the rental fee of \$301.75 will be retained by the Department to offset administrative costs since you are the owner of the rights.

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

Sincerely,


for Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C099098
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Steve Lester – IDWR Western Regional Office
Corbin Knowles – State Water District No. 2
Rob Whitney-IDWR Compliance Bureau



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

June 13, 2014

LAYNE HASTLE
24377 A & A RD
GRAND VIEW ID 83624

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-7059, 2-7062, 2-7275, 2-7279B and 57-7022**

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

Dear Applicant:

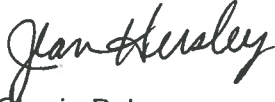
The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, 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 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 219.5 acre-feet for the 2014-2017 season. The rental fee for 2018 was calculated based on a rate of \$ 20.00 per acre-foot times a diversion rate of 219.5 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to March 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 \$1015.75 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing. The fee for rental of the water is \$3,731.50 for 2014-2017 and \$4,390.00 in 2018. Ten percent (\$373.15/\$439.00) will go to the Department for administrative costs and the remainder will be paid to the lessor(s). Since you own water rights 2-7279B, 57-7022, 2-7059 and 2-7275 you are obligated to only pay the administrative fee associated with those rights. The total payment due is **\$1,015.75 in 2014-2017 and \$1,195.00 in 2018** which includes the full administrative fee and the fee due to the lessor of 2-7062.

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

Sincerely,



for Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s)

c: IDWR Front Desk

Liz Cresto – IDWR State Office (if rental is in Snake, Boise, Payette or Bear River basin)

Palmer, Cherie

From: Lester, Steve
Sent: Thursday, June 12, 2014 10:00 AM
To: Palmer, Cherie
Cc: Knowles, Corbin
Subject: RE: Astle/Fields Lease and Rental Applications

Looks good to me, using Bybee Canal avoids ditch loss issues for Grand View Mutual Canal.

(Won't affect WSB but BLM protested pending transfers for Kim Astle (2-4027) & Order of Tranquility c/o Beus (2-2271) to use Bybee instead of GVM – said no r-o-w to use canal where federal land involved, unexpected glitch but probably can be worked out eventually. BLM must have missed Draper etc. transfer appls for same thing since did not protest those. That area sure is “water right busy” this year!)

Steve

From: Palmer, Cherie
Sent: Monday, June 09, 2014 12:22 PM
To: Lester, Steve; Knowles, Corbin
Subject: Astle/Fields Lease and Rental Applications

Gentlemen,

Good afternoon. I have completed my rental review of water rights 2-7279B, 57-7022, 2-7059, 2-7275, and 2-7062 for Mr. Astle. Please let me know if you have any concerns with this application as soon as you get a minute. Thank you for your time.

Cherie

MEMORANDUM

To: Water Right(s) 02-7059, 2-7062, 02-7279B, 02-7275, and 57-7022

From: Cherie Palmer

Date: June 9, 2014

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

PURPOSE/NARRATIVE: On March 21, 2014, the Department received a lease/rental package for water rights 2-7279B, 57-7022, 2-7059, and 2-7275 from Layne Astle. This rental came about through an NOV agreement with Terry Fields.

Layne Astle is the neighbor of Terry Fields and has a lease to farm land at the proposed place of use owned by Mr. Fields. Essentially, water right 2-7062 is at that place of use but is fully leased into the bank. All but 19.9 acres of water right 2-7062 is rented by two third parties thru 2016.

To resolve the situation Mr. Astle will rent his own water right so he can continue irrigating Mr. Fields' land. Note that he was short by 8.4 acres so I am using water right 2-7062 to make up his total request of 45 acres.

AUTHORITY TO FILE: The applicant has included his lease agreement with Mr. Fields and a letter from the Bybee lateral water users authorizing him to use the point of diversion and place of use through this rental.

WATER RIGHT VALIDITY: Water rights owned by the applicant, 2-7059, 2-7279B, 2-7275, and 57-7022 are all valid and are leased into the bank 2014-2018. Water right 57-7022 must be rented as it is overlapped with water right 2-7279B but, overlapping conditions will be included on the rental.

Water right 2-7062, owned by Mr. Fields, was not in compliance with the lease agreement for the last two years. The applicant paid an NOV fee and now has corrected the situation thru this rental. That water right is otherwise in compliance with the lease.

INJURY TO OTHER WATER RIGHTS: No injury is apparent. The water will be moving to land directly adjacent to the original POU.

ENLARGEMENT OF USE: No enlargement is evident through the rental.

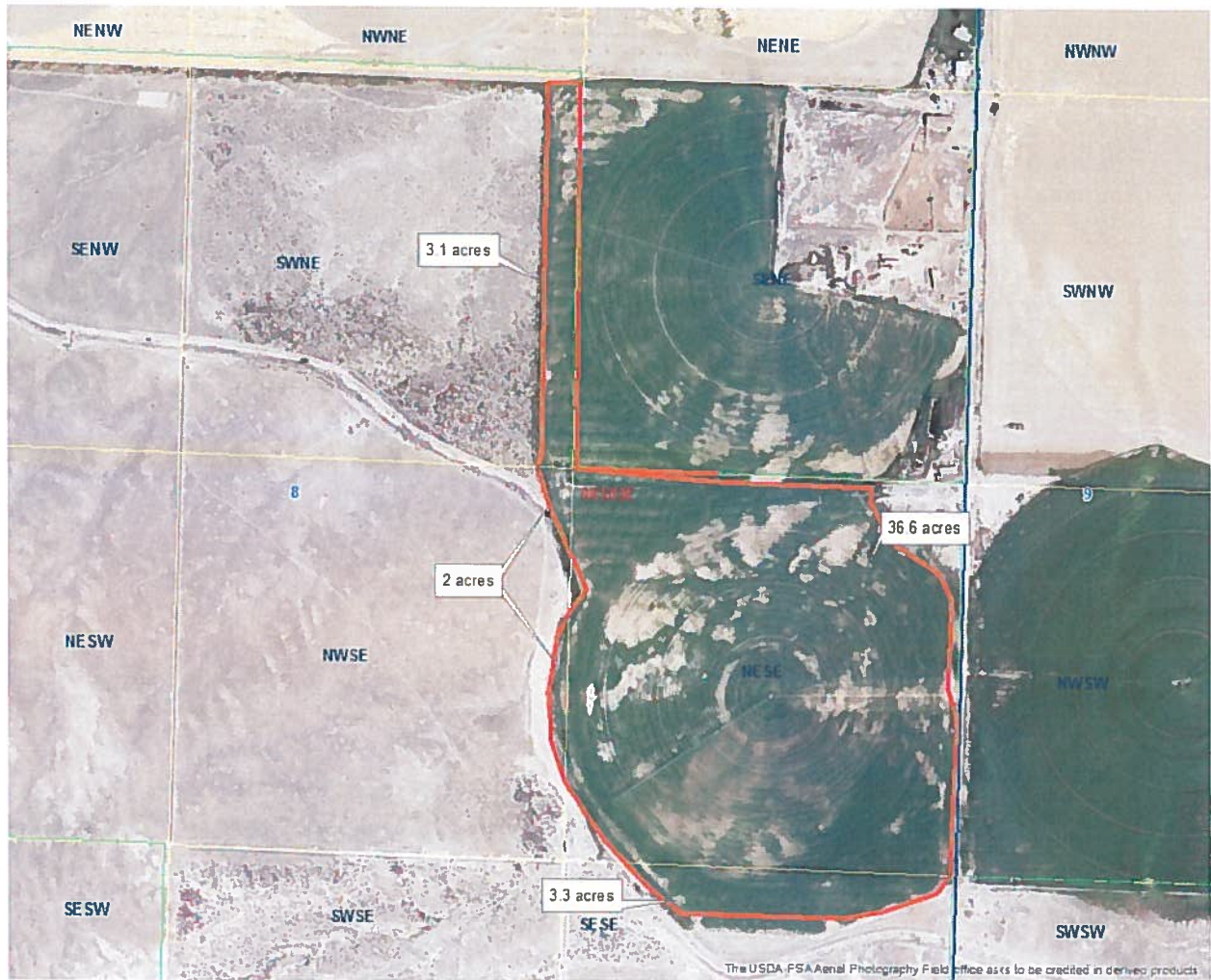
LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

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 rights are subject to water district 02. Corbin Knowles, watermaster will be contacted for comment. Also Steve Lester of western region will be contacted for comment.

~ Corbin gave verbal okay for this rental 6/12/14 cp

Place of use for rental



Water Right No.

Rented Vol (AF)	Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$17 (2013-2017)	Rate (cfs)	Acres
02-07279B	49.5	0	84.15	0.22	11.00
57-7022	0	0	0.00	0.04	2.50
02-07059	106.5	0	181.05	0.43	21.30
02-07275	21.5	0	36.55	0.09	4.30
02-07062	42	642.6	714.00	0.17	8.40
xx-xxxx	0	0	0.00	0.00	0.00
xx-xxxx	0	0	0.00	0.00	0.00
Total	219.5	642.6	1015.75	0.95	47.50
				Limited to 0.88	Limited to 45 ac

Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$20 (2018-2022)
0.00	99.00	99.00
0.00	0.00	0.00
0.00	213.00	213.00
0.00	43.00	43.00
756.00	84.00	840.00
0.00	0.00	0.00
0.00	0.00	0.00
756.00	439.00	1195.00

Water Right Proportions

Decreed/Licensed Water Right		
02-07279B	693	3.08
57-7022	659.3	2.34
02-07059	1600	6.4
02-07275	565	2.26
02-07062	1025	4.1
xx-xxx		
xx-xxx		
	154	
	146.5	
	320	
	113	
	205	

Amounts for the Rental Agreement

Requested Amount for Each Right			
02-07279B	49.5	No overlapped conditions but are stacked-limit 0.22 cfs, 11 ac, and 49.5 af	11.00
57-7022	11.3		2.50
02-07059	106.5		21.30
02-07275	21.5		4.30
02-07062	42.0		8.40
xx-xxx			
xx-xxx		0.91 cfs but limited to 0.80 cfs	

There is an rate limit between these rights (except 57-7022) along with several other Snake River rights.
The total of all rights listed in the combined limit condition = 55.09. The condition limits the diversion rate to 48.44 cfs. To figure out the combined rate did the following calc. $(48.44/55.09) * 0.91 = 0.80$ cfs

Palmer, Cherie

From: Layne Astle [majekcattle@gmail.com]
Sent: Monday, June 09, 2014 9:24 AM
To: Palmer, Cherie
Subject: Re: Rental/Lease Application

Hi Cherie,

I have reviewed the information that you sent and it looks okay to me. I appreciate your time and effort regarding this matter.

Thank You,
Layne

On Fri, Jun 6, 2014 at 5:43 PM, Palmer, Cherie <Cherie.Palmer@idwr.idaho.gov> wrote:

Mr. Astle,

Thank you very much for your patience during this process. I am working on finalizing your lease/rental package and had a quick question. Please take a look at the attached map. You will see that the 45 acres for your rental encompasses additional quarter-quarters than what was indicated on your application. I intend to approve your rental per the attached map but, I wanted to make sure you authorize this change on your application.

Your application indicated that you would like 5 acres in SWNE and 40 acres in the NESE. After careful consideration I recommend that there be 3.1 acres in the SWNE, 2 acres in the NWSE, 3.3 acres in the SESE, and 36.6 acres in the NESE. The total rented is still 45 acres.

Let me know as soon as you get a chance. Have a great weekend.

*Cherie Palmer, Sr. Water Resource Agent
Idaho Dept of Water Resources
Water Allocation Bureau*

*322 E. Front Street (Front St. & Broadway Ave)
Mail: PO BOX 83720 Boise, ID 83720-0098
email: cherie.palmer@idwr.idaho.gov*

*phone: (208) 287-4944
fax: (208) 287-6700*

Palmer, Cherie

From: Palmer, Cherie
Sent: Tuesday, March 18, 2014 5:29 PM
To: 'majekcattle@gmail.com'
Subject: Water Supply Bank Rental/Lease
Attachments: Rental Acres.jpg

Layne,

Thank you for your call today. I have enclosed a map where I calculated some acres that can be moved for your lease/rental. I calculated 36.6 acres that are dried and can be leased/rented. I outlined the area you need for the rental in black. I calculated 45 acres because the overspray. I can see a few acres here and there due to overspray but this "tail" equates to nearly 5 acres so those acres need to be covered by the rental or need to be dried up somehow.

If you intend to dry up those 5 acres you are extremely close to the 40.5 acre rental with your water rights, just 3.9 acres shy. I believe that there will be 3.9 acres for you to use for your rental from a different water right, I just need you to submit the applications right away.

Please let me know if you have any questions.

*Cherie Palmer, Sr. Water Resource Agent
Idaho Dept of Water Resources
Water Allocation Bureau
322 E. Front Street (Front St. & Broadway Ave)
Mail: PO BOX 83720 Boise, ID 83720-0098
email: cherie.palmer@idwr.idaho.gov
phone: (208) 287-4944
fax: (208) 287-6700*