

RECEIVED

JUN 20 2014

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

This is to certify that: **GRAND VIEW MUTUAL CANAL COMPANY**
PO BOX 9
GRAND VIEW IDAHO 83624
280-834-2350

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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02-2262	12/6/1963	SNAKE RIVER	COLUMBIA RIVER	10.0 cfs	2,000.0 af	NA	500.0 ac
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Annual Combined Rental Totals**10.0 cfs 2,000.0 af NA 500.0 ac****Term of Rental: March 15, 2014 to December 31, 2014****Rental Fee: \$34,000.00**

The fee for rental of the above-described water is \$34,000.00. Ten percent (\$3,400.00) 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.

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

Rohl Hipwell, Chairman
Printed Name and Title*
Grand View Mutual Canal

6-18-14
Date

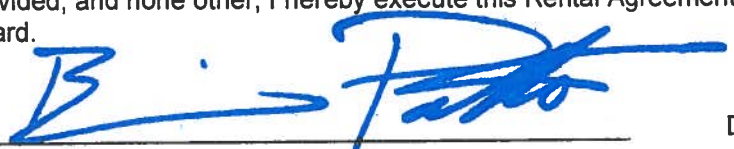
Signature of Renter

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


June 20, 2014

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

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

Snake River NW¼SW¼ Sec. 34 Twp 05S Rge 04E OWYHEE County

BENEFIAL USE

IRRIGATION

SEASON OF USE

03/15 TO 11/15

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. In addition to the water diverted through this rental, the following rights are diverted through the point of diversion described above: 02-80, 02-81, and 02-7336.
11. 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 within the 500.0 acres place of use.
12. 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.
13. The rental of water through this agreement is limited to the irrigation of a specific 500.0 acres within the 2,914.0 acre place of use authorized by rights 02-80, 02-81, and 02-7336 in a single irrigation season. The specific 500.0 acres to be irrigated by the renter shall be identified prior to use by submittal of a land list and a representative electronic shape file or by submittal of a land list and a map sufficiently detailed to allow creation of an electronic shape file to be associated with this right in the geographic information system component of the water rights database maintained by the department.

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

FEB 18 2014

DEPARTMENT OF
WATER RESOURCESAPPLICATION 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) Grand View Mutual Canal CompanyMailing Address PO Box 9, Grand View, Idaho 83624Phone (208) 834-2350

Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. <u>Maximum Flow Rate (cfs)</u>	<u>Maximum Volume (ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>10 cfs</u>	<u>2250</u>	<u>Irrigation</u>	<u>4-01 to 10-15</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
Total: <u>10 cfs</u>	<u>2250</u>		

2. Source of water CJ Strike Dam tributary to Snake River Irrigation

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT. LOT	¼	¼	¼	County
5 S	4 E	34	10	NW	SW		Owyhee

4. Lands to be irrigated or place of use: See attached map Boundary of Grand View Mutual

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

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

Total Acres _____

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. Idaho Power Canal

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. Grand View Mutual Canal Company, Water for Shareholders

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.
Idaho Power Head gate
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
2-80-, 2-81, 2-7336
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. _____

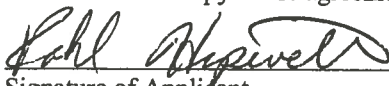
E. RENTAL TERM

- 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. Five

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

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

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


Signature of Applicant

Grand View Mutual Canal Company
Rohl Hipwell, Chairman
Printed Name and Title*

Feb. 12 2014
Date

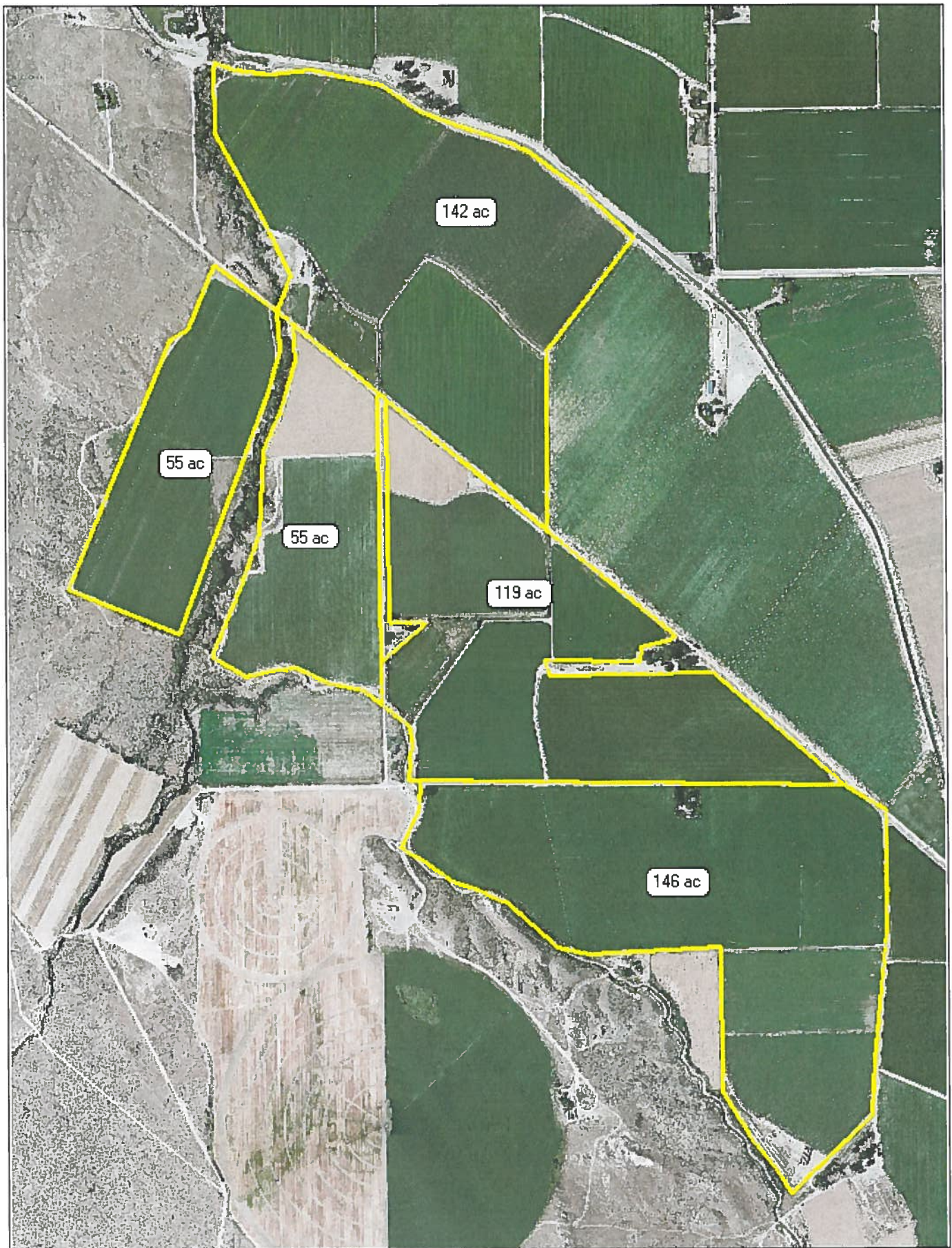
Signature of Applicant

Printed Name and Title*

Date

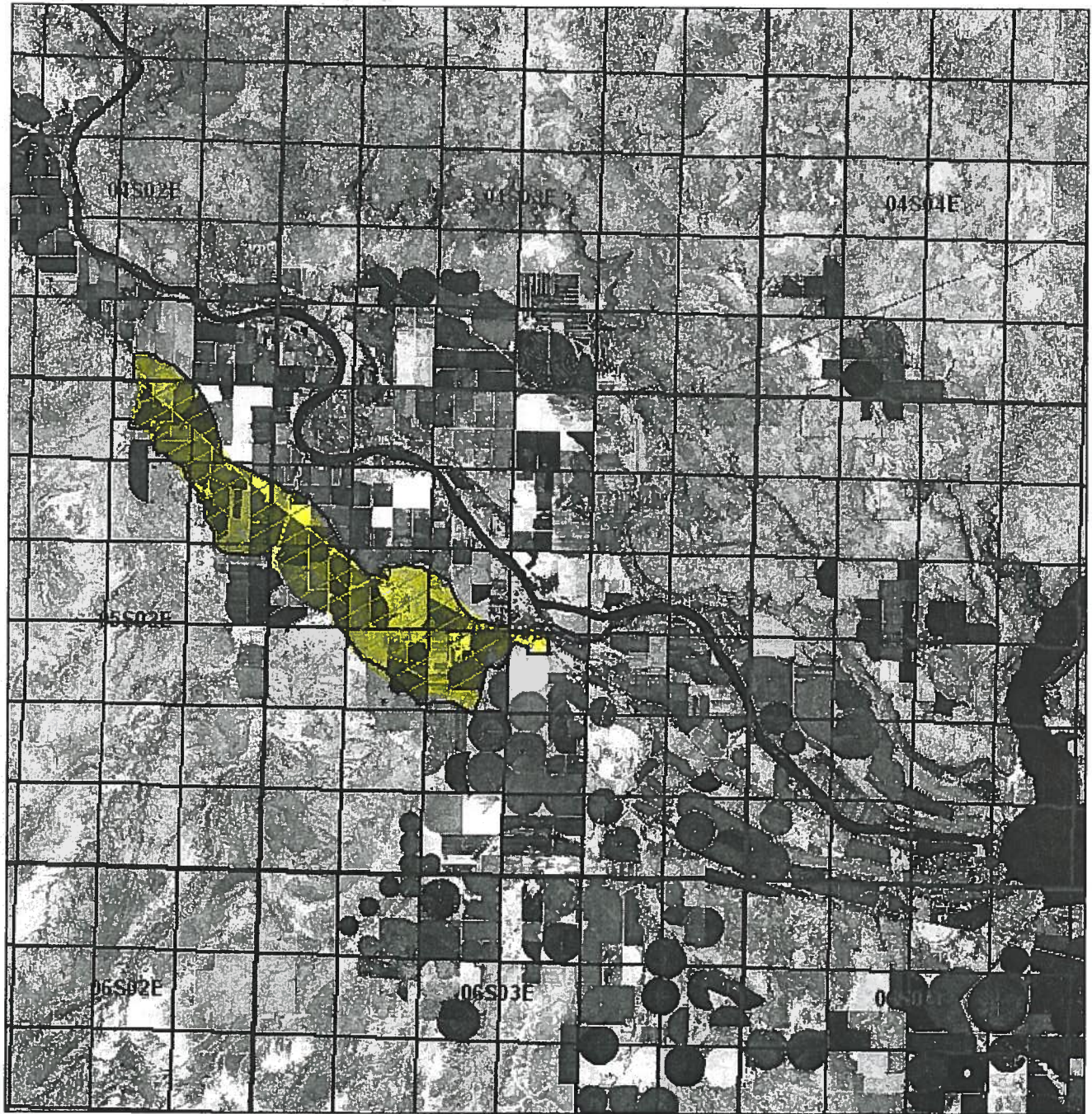
*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

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



Lindsay Manufacturing Co. Omaha, NE 800-829-5300 office

Wtr rights
2-80, 2-81, 2-7336



Grand View Mutal Canal Company

- GVMCCPOD
-  GVMCCPOU
-  Township/Range
-  Sections





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

November 19, 2014

Grand View Mutual Canal Co
PO BOX 9
GRAND VIEW, ID 83624

COPY

RE: EXPIRATION OF RENTAL AGREEMENT FOR WATER RIGHT NO(S). ²⁻²²⁶² ~~Feb-62~~
FROM THE WATER SUPPLY BANK

Dear Renter:

This letter is to inform you that your Rental Agreement for rental of water from the Water Supply Bank has expired. You applied for the rental of water on 2/18/2014 and the subsequent Rental Agreement authorized diversion of water under Water Right No(s). ~~Feb-62~~ through the 2014 season only.

²⁻²²⁶²

The Rental Agreement is expired, or will be expired by the end of the season of use, and the water use in connection with the rental will no longer be in effect.

Any diversion or use of water associated with this rental agreement is not authorized and, if occurring, will be subject to any necessary enforcement action.

If you wish to rent water in the future, please reapply using new forms from the Department's website at www.idwr.idaho.gov. If you have any questions regarding this matter, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

c: NA



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 23, 2014

GRAND VIEW MUTUAL CANAL COMPANY
PO BOX 9
GRAND VIEW ID 83624

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 02-02262**

Dear Renter:

Please find enclosed a receipt in the amount of **\$34,000.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 2000 acre-feet of water for irrigation of 500 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 \$30,600.00 of the rental fee will be paid to the lessor(s) and 10% or \$3,400.00 will be retained by the Department to offset administrative costs.

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

Sincerely,

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C099044
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Rachel Sommer – IDWR Western Regional Office
Corbin Knowles – State Water District No. 02



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 10, 2014

GRAND VIEW MUTUAL CANAL COMPANY
PO BOX 9
GRAND VIEW IDAHO 83624

**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. **Please read condition No. 13 of the Rental Agreement.** Pursuant to that condition you must submit a map along with a land list that depicts the location of the 500 acre place of use authorized under this rental. In addition, please sign the original agreement and enclose the rental fee to our office. Once those items are received 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 \$34,000.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 2,000.0 acre-feet.

Please send a check for \$34,000.00 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, the land list, and a map, within 14 days** so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$30,600.00 of the rental fee will be paid to the lessor(s) and 10% or \$3,400.00 will be retained by the Department to offset administrative costs.

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

Sincerely,

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s)

c: IDWR Front Desk

MEMORANDUM

To: Right(s) 2-2262

From: Michele Edl

Date: June 10, 2014

Re: Review & Analysis of Grand View Mutual Canal Company's Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: On February 18, 2014 Grand View Mutual Canal Company submitted an application to rent a water right from the State Water Supply Bank. The application proposes to rent 10 cfs and 2250 af of water for 5 years.

AUTHORITY TO FILE: According to ISOS information, Rohl Hipwell is the President of Grandview Mutual Canal Company. Mr. Rohl Hipwell signed the application as Chairman of Grand View Mutual Canal Company.

Recent faxes from the applicant showed Grand View Mutual Canal Company in the heading. Those faxes were signed by Randy Hipwell. According to ISOS Randy Hipwell is a director of Grandview Mutual Canal Company.

Because they have the same officers, Grandview(one word) Mutual Canal Company and Grand View(two words) Mutual Canal Company may be one and the same entity. Although it would be ideal to clarify the applicant name, I am proceeding with the processing of this application without that clarification.

WATER RIGHT VALIDITY: Right 2-2262 was leased to the State Water Supply Bank for one year, the 2014 irrigation season. A review of aerial photography shows that a portion of the water right appears to have been idled in the authorized place-of-use. A phone conversation with the watermaster corroborated that many acres have been idled throughout the Grindstone Butte Mutual Canal Co. service territory and that a sufficient quantity of right 2-2262 is available to be rented.

INJURY TO OTHER WATER RIGHTS: No injury is apparent. The POD for the rental is above C.J. Strike reservoir between river mile 534 and river mile 533. The POD for the leasor is on the southern arm of C.J. Strike Dam in Twp 5S, Rge 4E, sec 34, at approximate river mile 494. There are multiple diversions from the Snake River between the two PODs. The watermaster will be involved in shepherding the rental water past intervening points-of-diversion.

ENLARGEMENT OF USE: Enlargement is possible through the rental but the rental agreement will be conditioned to discourage it by requiring a designated place-of-use.

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 watermaster has been consulted and has been working closely with the applicant. He is not opposed to this rental.

The applicant needs to rent water to provide for the conveyance losses incurred by the canal system. IDWR doesn't recognize conveyance loss as a use. Therefore the use will be irrigation and any calculations will be based on irrigation standards.

Although the applicant requested water for 5 years, a limited number of rights are available to meet the requested flowrate and are also senior to estimated curtailment dates for this year. On its own, right 2-2262, held by Grindstone Butte Mutual Canal Co. has sufficient quantity to rent and holds sufficiently senior priority, but it is only available for the 2014 irrigation season.

The applicant requested to rent a volume of 2250 af which appears to have been based on the local headgate requirement of 4.5 af/ac. At 4.5 af/ac, 2250 af would be sufficient to meet the requirements of 500 acres. ($4.5 \times 500 \text{ acre} = 2250$) However, the rented right 2-2262, has headgate requirement of 4.0 af/ac. The volume of the rental agreement has been adjusted to account for the difference in headgate requirements, while holding to the 500-acre target.

The 500-acre place-of-use was not defined by the application. To guard against enlargement the rental agreement will be conditioned to require the applicant provide a map of the designated 500-acre place-of-use and return that map with the signed agreement.

Water Right No.	Rented Vol (AF)	Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$17 (2013-2017)	Rental Amounts	
					Rate (cfs)	Acres
2-2262	2000	30600	3400	34000.00	10.00	500.00
xx-xxxx	0	0	0	0.00	0.00	0.00
xx-xxxx	0	0	0	0.00	0.00	0.00
xx-xxxx	0	0	0	0.00	0.00	0.00
xx-xxxx	0	0	0	0.00	0.00	0.00
xx-xxxx	0	0	0	0.00	0.00	0.00
xx-xxxx	0	0	0	0.00	0.00	0.00
Total	2000	30600	3400	34000.00	10.00	500.00
					headgate	4 af/a

No. C 21364	Due no later than Dec 31, 2013 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. GRANDVIEW MUTUAL CANAL COMPANY DIXIE J MCDANIEL BOX 9 (645 IDAHO ST) GRAND VIEW ID 83624		LARRY DEAN OR RANDY HIPWELL 645 IDAHO ST GRAND VIEW ID 83624	
			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
SECRETARY	DIXIE J MCDANIEL	PO BOX 9	GRAND VIEW	ID	USA	83624
DIRECTOR	CECIL MEYERS	PO BOX 9	GRAND VIEW	ID	USA	83624
DIRECTOR	RANDY HIPWELL	PO BOX 9	GRAND VIEW	ID	USA	83624
PRESIDENT	ROHL HIPWELL	PO BOX 9	GRAND VIEW	ID	USA	83624
5. Organized Under the Laws of: ID C 21364		6. Annual Report must be signed.* Signature: Dixie McDaniel Name (type or print): Dixie McDaniel Date: 01/16/2014 Title: Secretary				
Processed 01/16/2014		* Electronically provided signatures are accepted as original signatures.				

Edl, Michele

From: Knowles, Corbin
Sent: Thursday, June 05, 2014 11:59 AM
To: Edl, Michele
Subject: Re: Grand View Mutual & WSB

Upstream would be better if possible, grindstone butte may be the only one that might fulfill that rental request. If this could be done prior to the end of June it would be best, they are going to be short on water under the decrees and July is the critical time frame.

Corbin

On Jun 5, 2014, at 11:55 AM, "Edl, Michele" <Michele.Edl@idwr.idaho.gov> wrote:

Corbin,

To my knowledge no one has started to look for the Basin 2 water that Grand View Mutual Canal Company requested to rent from the WSB. It's June, so I think the Water Supply Bank has all its gonna have for this year.

I know that the GVMCC has a diversion from CJ Strike. And I know that there are rights in the bank both upstream and downstream of CJ Strike. I don't know until I try whether or not the WSB has 10 cfs that GVMCC requested.

MY QUESTION

Would you rather I rent rights to GVMCC that are upstream or downstream of CJ Strike?

Michele