



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

MARGIE BYBEE & PAULINE COLYER
PO BOX 172
GRANDVIEW ID 83624

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	2014	2018	2-2261C	56	\$952.00	\$856.80	\$95.20	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 **\$952.00** 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

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 16, 2015

MARGIE BYBEE
PAULINE COLYER
PO BOX 172
GRAND VIEW ID 83624

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-2261C**

Dear Renter:

Please find enclosed a receipt in the amount of **\$952.00** in connection with the rental of 56 acre-feet of water for irrigation during 2015. Upon receipt of this letter, you are authorized to divert water in compliance with the conditions of water use described in your rental agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$856.80 of the rental fee will be paid to the lessor(s) and 10% or \$95.20 will be retained by the Department to offset administrative costs.

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

Sincerely,

Clay Webster
for Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C099912

c: Sascha Marston – Fiscal

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

RECEIVED**MAY 28 2014****DEPARTMENT OF
WATER RESOURCES**

This is to certify that: **MARGIE BYBEE**
PAULINE COLYER
PO BOX 172
GRANDVIEW ID 83624

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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2-2261C	12/19/1963	SNAKE RIVER	Columbia River	0.22 cfs	56.0 af	NA	11.2 ac
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Annual Combined Rental Totals

0.22 cfs* 56.0 af* 8.0 ac 11.2 ac**

*0.06 cfs and 24.0 af is for conveyance losses in Grand View Mutual's delivery system. The remaining 0.16 cfs and 28.0 af is available to the renter for application at the place of use.

**This rental is limited to the irrigation of 8.0 ac

Rental Fee:	Years	2014-2017	\$952.00 annually
	Year	2018	\$1,120.00

The fee for rental of the above-described water is \$952.00 for years 2014-2017 and \$1,120.00 in 2018. Ten percent (\$95.20/\$1120.00) will go to the Department for administrative costs, and the remainder (\$856.80/\$1,008.00) 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:

Margie Bybee Margie Bybee - owner 5/23/14
Signature of Renter Printed Name and Title Date

Signature of Renter Printed Name and Title* Date

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

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By Brian Patton
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date May 23, 2014



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

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER L 10 (NW¼SW¼) Sec. 34 Twp 05S Rge 04E OWYHEE County

BENEFIAL USE

IRRIGATION

SEASON OF USE

03/1 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	
05S	03E	23									8.0								8.0

Total Acres: 8.0

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 4.5 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.

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) Margie ByBee & Pauline Colyer
Mailing Address P.O. Box 172 Grandview Idaho 83624
Phone 208-834-2841 Email NONE

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) 0.26 Maximum Volume (ac-ft) _____ Nature of Use Irrigation Period of Use 3/1 to 11/15

Total: _____

2. Source of water _____ tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
055	03E	23			NE	SW	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	
055	03W	23																	13.0

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

Total Acres 13.0

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.

8" culvert pipe

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

pending application of waste water

3. Will the proposed place of use receive water from any other source?

Yes ☐ No ☐

If yes, describe. pending application of waste water

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. see #3

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 yrs.

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.

Margie Bybee
Signature of Applicant

Margie Bybee
Printed Name and Title*

3/12/14
Date

Pauline Colyer
Signature of Applicant

Pauline Colyer
Printed Name and Title*

3/12/14
Date

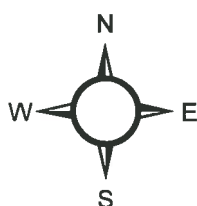
*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

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



Legend

- Bybee_point_of_diversion
- ▨ Bybee_place_of_use
- ▭ Township/Range
- ▭ Sections
- ▭ QQ



2013 aerial imagery

QUITCLAIM DEED

FOR VALUE RECEIVED

Pauline M. Colyer, widowed single woman,
do hereby convey, release, remise and forever quit claim
unto *Margie M. BYBEE, unmarried daughter*
whose address is *25156 Sheep Camp Rd. Po Box 25 Grandview*
Id. 83624
the following described premises, to-wit:

That portion of the Northeast Quarter of the Southwest Quarter
lying South of the Grandview Canal as now located over and across
said Section, all in Section 23, Township 5 South, Range 3 East,
Boise Meridian, in Owyhee County, Idaho.

RP 05503E235100 A

Instrument # 265776

MURPHY, OWYHEE, IDAHO

8-1-2008 10:46:07 No. of Pages: 1

Recorded for: BYBEE, MARGIE M

CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM

Fee: 3.00

together with their appurtenances.

Dated:

7/31/2008

Pauline M. Colyer

STATE OF IDAHO, COUNTY OF *Canyon*

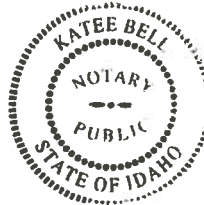
On this *31st* day of *July*, 2008,
before me, a notary public in and for said State, personally
appeared

Pauline M. Colyer

known to me to be the person who name
subscribed to the within instrument, and acknowledged to
me that *she* executed the same.

Notary Public

Residing at *RESIDING IN: BOISE, IDAHO*, Idaho
Comm. Expires *COMMISSION EXPIRES: 07/25/11*



PIONEER TITLE COMPANY
OF CANYON COUNTY

423 So. Kimball
Caldwell, Idaho 83605

100 - 10th Ave. South
Nampa, Idaho 83651



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 12, 2014

MARGIE BYBEE
PAULINE COLYER
PO BOX 172
GRANDVIEW ID 83624

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-2261C**

Dear Renter:

Please find enclosed a receipt in the amount of **\$952.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 56 acre-feet of water for irrigation of 8 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 \$856.80 of the rental fee will be paid to the lessor(s) and 10% or \$95.20 will be retained by the Department to offset administrative costs.

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. C098891
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR WESTERN Regional Office

Edl, Michele

From: Knowles, Corbin
Sent: Tuesday, May 27, 2014 9:25 AM
To: Edl, Michele
Subject: RE: Margie Bybee WSB rental application

Please process this ASAP,

Forty percent seems a little long but run with that at this time.

Corbin

From: Edl, Michele
Sent: Friday, May 23, 2014 1:08 PM
To: Knowles, Corbin
Subject: Margie Bybee WSB rental application

Corbin

I completed my review of the WSB rental application submitted by Margie Bybee and Pauline Colyer. I found that 2-2261 C, one of Michael James' water rights from the Snake River would satisfy their rental request. I requested and received a fax from Grand View Mutual Canal Co authorizing use of their system to deliver the water to the Bybee property.

I have completed a review memo and will be creating the shape file next.

I will be adding an extra 40% to the quantity in the rental agreement to allow for the conveyance losses that Steve Lester was concerned about with the Snyder application.

I am trying to expedite processing of this application so that they can use water before Tuesday.

Please let me know if you have any concerns about this application.

Thank you.

Michele



State of Idaho

DEPARTMENT OF WATER RESOURCES

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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

May 23, 2014

MARGIE BYBEE
PAULINE COYLER
PO BOX 172
GRANDVIEW ID 83624

RE: **APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-2261C**

*****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 \$952.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 56 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 \$952.00 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing. If the signed rental agreement and fees are not received within 14 days, your rental application will not be completed and the water you are pursuing will be made available for others to rent.

Pursuant to the Water Supply Bank Rules, 90% or \$856.80 of the rental fee will be paid to the lessor(s) and 10% or \$95.20 will be retained by the Department to offset administrative costs.

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

MEMORANDUM

To: Right(s) 2-2261C
From: Michele Edl
Date: May 23, 2014
Re: Review & Analysis of Bybee and Colyer Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: On March 12, 2014, Margie Bybee and Pauline Colyer submitted an application to a rent water right from the State Water Supply Bank. The application proposes to rent water to irrigate 13 acres of pasture for 5 years, beginning with the 2014 irrigation season. Grand View Mutual Canal Company has agreed to deliver water from the Snake River through their system. A Grand View Mutual Canal Company canal abuts the property and a headgate diversion from the canal exists.

AUTHORITY TO FILE: According to available Owyhee County taxlot information, only Margie M Bybee owns the proposed place-of-use. However, both Margie Bybee and Pauline Colyer signed the application.

Grand View Mutual Canal Company staff (Dixie) stated that several years ago Margie Bybee provided them a quit-claim deed which removed Pauline Colyer (Marge Bybee's mother) as an interested party.

I requested a copy of that quit-claim deed so that IDWR could update our water right records and make them consistent with the taxlot and GVMCC records.

WATER RIGHT VALIDITY: Right 2-2261C was leased to the State Water Supply Bank from March 19, 2014 to December 31, 2018. A review of aerial photography shows that the water right appears to have been idled at the authorized place-of-use.

INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: No enlargement is evident through the rental. The renter will be expected to rent additional volume to compensate for the estimated conveyance losses in the canal system.

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

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

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The rented right is subject to Water District # 02. Approval from the watermaster has been sought. I am expediting the processing of this rental in hopes of completing it before the Memorial Day weekend. The Compliance Bureau Chief is familiar with the situation and has given tentative approval in case the watermaster doesn't respond before end of today.

For a previous and nearby WSB rental (see Chris and Lee Snyder rental of WR 2-4) Western Region expressed concerns about conveyance losses in the Grand View Mutual Canal system. I had contacted the canal company by phone on 5/22/2014 and asked for an estimate of the

conveyance loss for delivery to Snyders. GVMC staff stated that the loss was estimated at 40%.

The Bybees will be assessed the same percentage conveyance loss. It can be provided by the recommended right.

Although the application requested 13 acres, aerial photography shows that the place-of-use is less than that. According to the applicant's record of a conversation with the watermaster, there are only 8 irrigable acres. I corrected the application to reflect that change and created the POU shape based on aerial photography.

The application stated that POU was located in sec 23, Twp 5S, Rge 3W. That was incorrect. It is located in sec 23, Twp 5S, Rge 3E.

The application stated that the POD was in sec 23, Twp 5S, Rge 3E. Although that was correct for the location of their headgate, it is incorrect for diversion for the Grand View Mutual Canal system. The POD for the GVMC is located Twp 5S, Rge 4E, Sec 34 Govt lot 10.

Grand View Mutual Canal

facsimile transmittal

To: Mechelle Fax: 287-6700
From: Grand View Mutual Date: May 23, 2014
Re: Water Rental Agreement Pages: 2
CC: [Click here and type name]

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes: Any questions please call me. Dixie

CONFIDENTIAL

**Grand View Mutual Canal Company
PO Box 9
Grand View, Idaho 83624**

May 23, 2014

Idaho Water Resource Board
c/o Cherie Palmer

RE: Margie Bybee /Pauline Colyer

Dear Cherie Palmer,

The Grand View Mutual Canal Company is in support of the water rental agreement and will deliver the water to Margie Bybee and Pauline Colyer.

If you have any questions, please notify the office at (208) 834-2350.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Hipwell". The signature is fluid and cursive, with the first name "Randy" being more prominent and the last name "Hipwell" following in a similar style.

Randy Hipwell
Grand View Mutual Canal Company