

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

RECEIVED
JUN 05 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: FRISBY FARMS INC
6205 SE 8TH AVE
CALDWELL ID 83607
(208)459-0875

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
63-31915	4/26/1971	Groundwater		0.20 cfs	41 af	NA	10.0 ac
63-33313	4/26/1971	Groundwater		0.04 cfs	8.3 af	NA	2.0 ac
63-33314	4/26/1971	Groundwater		0.5 cfs	10.3 af	NA	2.5 ac
63-33363	9/14/1989	Groundwater		0.02 cfs	4.5 af	NA	1.0 ac
63-33517	9/29/1978	Groundwater		0.44 cfs	121.5 af	NA	27.0 ac
63-31446	9/20/1985	Groundwater		0.14 cfs	45 af	NA	10.0 ac
63-33518	9/29/1978	Groundwater		0.04 cfs	10.2 af	NA	3.0 ac
63-33835	9/29/1978	Groundwater		0.06 cfs	18 af	NA	4.0 ac

Annual Combined Rental Totals	0.99 cfs	258.8 af	57 ac*	59.5 ac
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*This rental agreement is for the irrigation of 57 acres.

Term of Rental: April 1, 2014 to December 31, 2014

Rental Fee: \$4,399.60

The fee for rental of the above-described water is \$4,399.60. Ten percent (\$439.96) will go to the Department for administrative costs, and the remainder will be paid to the lessor

Detailed water right specific limitations and conditions are attached.

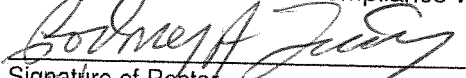
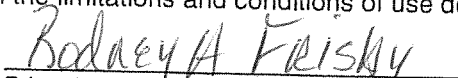
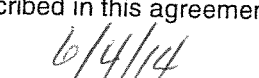
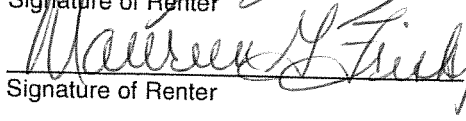
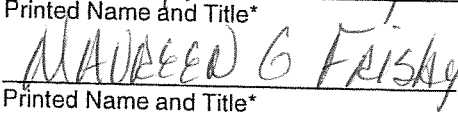
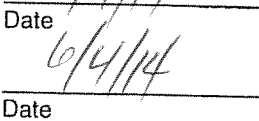
SUPPORT DATA

IN FILE # 63-31915

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

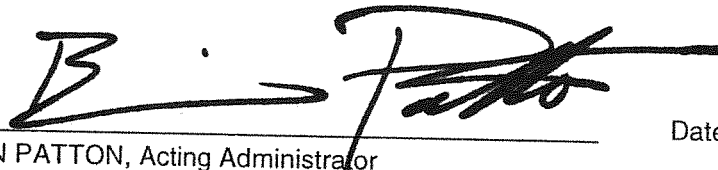
WATER SUPPLY BANK RENTAL AGREEMENT

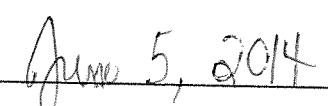
The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

 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 satisfies 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 conditions 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 5, 2014

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

LOCATION OF POINT(S) OF DIVERSION

GROUNDWATER SW¼NW¼ Sec. 20 Twp 6N Rge 3W PAYETTE County

BENEFIAL USE

IRRIGATION

SEASON OF USE

03/15 TO 11/15 FOR WATER RIGHTS 63-31446, 63-33363, 63-33517, 63-33518, 63-33835
04/15 to 10/15 FOR WATER RIGHTS 63-31915, 63-33313, 63-33314

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	
06N	3W	17									32		7	18					57

Total Acres: 57.0

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. This rental agreement does not authorize the construction of a well.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. When combined, all 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 place of use.

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

WATER USE DETAILS

CONDITIONS APPLICABLE TO RIGHTS 63-31915, 63-33313 and 63-33314

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

RECEIVED

FEB 07 2014

Water Supply Bank No. _____
(For Department Use Only)

DEPARTMENT OF
STATE OF IDAHO
WATER RESOURCES
WATER RESOURCE BOARD

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

Name of Renter Frisby Farms Inc. Phone 208-459-0875

Mailing address 6205 SE 8th Ave, Caldwell, ID 83607 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
1.14 256.5 Irrigation 3/1 to 11/15
 _____ to _____
 _____ to _____
 Total: 1.14 256.5

2. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
6N	3W	20			SW	NW	Payette

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	3W	17									32		7	18					57

If the use is for irrigation, show total number of acres proposed through rental. **Total Acres** 57

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion? Yes ☒ No ☐
 If no, list owner, contact information, and provide documentation of the 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 provide documentation of the authority to use the proposed place of use. Attached farm lease agreement

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. Well, pump, drip and/or sprinkler irrigation

2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
63-31505, 63-31178, 63-10785 use the same well for irrigation of different acres

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. Permit 63-33298

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

1. 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. _____

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.

Maureen Frisky
Signature of Applicant

MAUREEN FRISKY, Sec
Printed Name and Title*

4/20/14
Date

Signature of Applicant

Printed Name and Title*

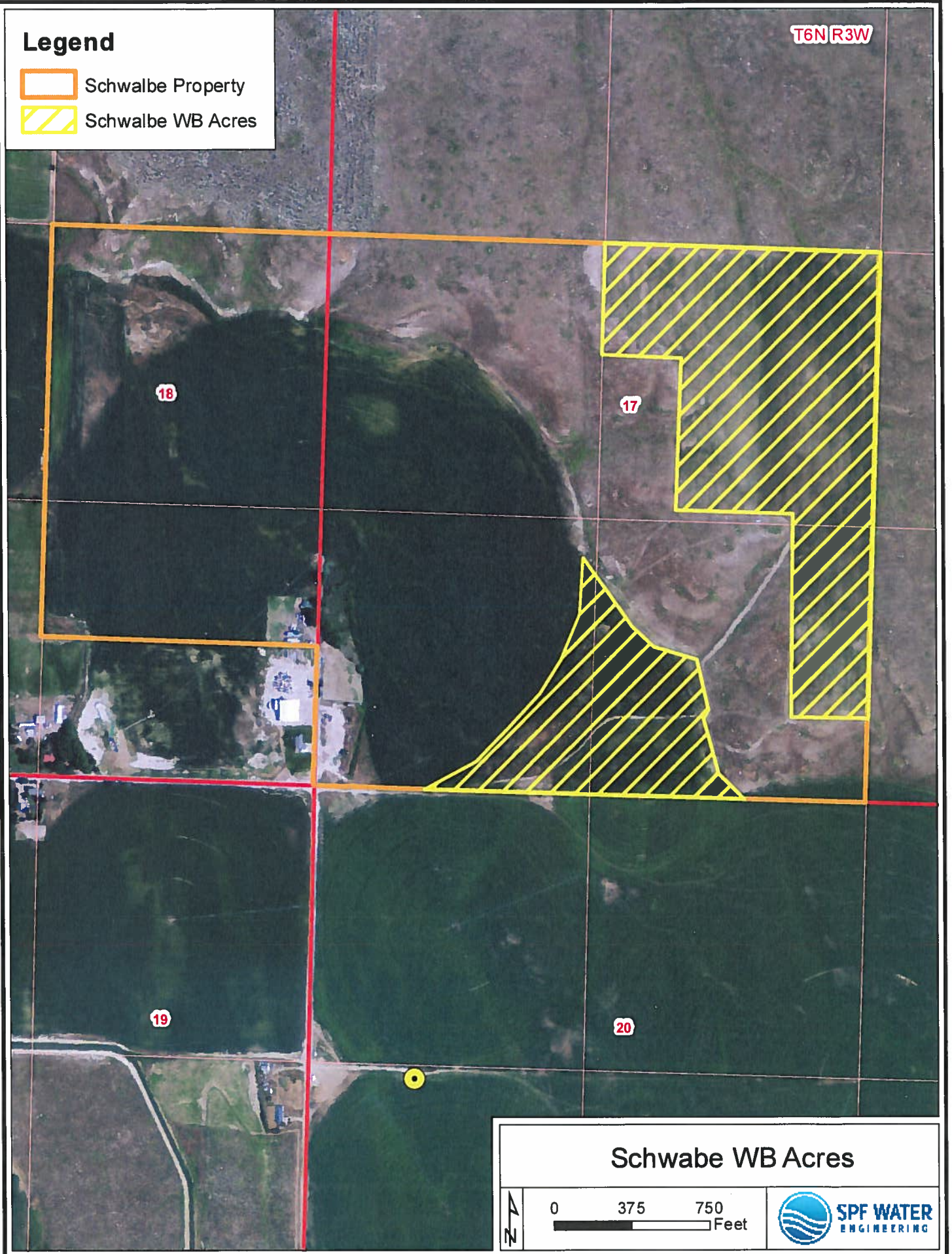
Date

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

Legend

-  Schwalbe Property
-  Schwalbe WB Acres

T6N R3W



Schwabe WB Acres



0 375 750 Feet



FARM LEASE

This agreement entered into this _1st day of _Jan, 2014 by and between _Daniel A. Schwalbe Inc, lessor, and Russel and Christy Frisby , Lessee.

Witnesseth: That the Lessor has leased and by these presents do lease unto the lessee on the terms hereinafter mentioned, all that certain real estate situate in Payette County, State of Idaho, as follows: 2015 Crest Road, Caldwell, ID (portion of 220 acres.)

Schwalbe/Frisby 2014 Crest Rd Lease /rent for 2014;

Total due for 2014 is \$14,950.00 due June 1 & Dec 1,2014.

Total cultivated acres:

1.	Pivot: 3693054 sf/43560sf= 84.7 A (actual -pivot not used in 2014)	68A (water right)	x
	\$175/A= \$11,900.00		
2.	SE ½ Circle: 227,881 sf/43560= 5.2 A	17A	
3.	SE Circle Tip: 54,899sf/43560= 1.26 A	1.5A	
4.	NW infill handlines: 376,158sf/43560= 8.6 A	9A	
5.	SE infill handlines: 427,819sf/43560= 9.8 A	10A	42.5A x \$60/A= \$ 2550.00
	(per 2012 lease)		
	Total existing Cultivated=	110.5A	(w/out 34 A upper Bench or
	pivot)		

Additional Acreage in use:

6. Driveway storage for Frisby farm equipment $59998\text{sf}/43560 = 1.37\text{A}$ 1.5A = \$ 500.00

7. Pivot Crossover SW Property onto Frisby property $356,859/43560 = 8.1\text{A}$ $8.1\text{A} \times \$50/\text{A} = \$ 400.00$

8.. Upper Bench 2011 Corn Crop= 34A $34\text{A} \times \$100/\text{A} = \$ 3,400.00$ Not included in 2014 lease (verify-additional lease amount if used)

9. Total lease amount 2014 = \$14,950.00 have and to hold the said premises with the appurtenances thereto from this 1st day of Jan, 2014, until the 31st day of Dec. 2015.

Lease shall be for the year 2013-2014 for the purpose of growing crops. Lessee shall provide records to the lessor all the herbicides and pesticides used on the farm at the end of the farm lease. Lessors shall be responsible for carrying insurance on irrigation system. Lessee shall be responsible for paying the Idaho Power bill for irrigation power bills. Lessor shall be responsible for paying the water bill for 68 acre Black Canyon Irrigation District (BCID), water right and property taxes.

Cash rent shall be paid as follows: Cash lease shall be \$14,950.00 total for the land described in the legal. \$7475.00 *due and payable on the 1ST of June, 2014 and the balance of \$7475.00 due and payable on the 1st of Dec, 2014. *Note lessee shall pay the spring 2014 water Bill from BCID Spring 2014 Assessment Bill in the amount of (\$ verify) for the 68 acre BCID water right, and deduct it from the total lease amount due on June 1st.

That lessee hereby gives to the lessor a lien upon all crops grown on the said land under this lease, to secure the payment of the rental hereinbefore reserved, including damages for breach of covenants herein contained.

1. – To farm the said premises and the whole thereof (except as herein provided otherwise), throughout the said term and care for the crops grown after the manner of good husbandry.
2. – To keep ditch banks, fence rows and road sides free from weeds.
3. – Not to assign this lease or sublet any portion of said premises without the written consent thereto of the lessors.
4. – To permit the lessors, their agent or agents to enter into and upon said premises and each and every portion thereof at any time or times, for inspection thereof and of the crops thereon.
5. – To permit the lessors, his agent or agents to enter into and upon the said premises in the fall of the year to do fall plowing, plant crops for the coming year and to do any and all work that may be necessary to do upon any or all of the said premises.
6. – To quit and surrender possession of the said premises on the expiration of said term.

7. – To commence plowing said ground as soon as the weather will permit and as speedily as possible prepare ground for planting.
8. -That the lessee shall have the use of the water for the purpose of watering said premises, under the 68 acre BCID water right appurtenant thereto. Lessee will be responsible for the maintenance of the irrigation system including pumps , pivots, handlines, and underground water supply lines for the water delivery on said premises.
9. That the water rent or maintenance shall be paid for the term by the Lessor for the water bill for 68 acre BCID water right . Any fines for overages or associated costs for the mis- use or miss appropriation of any water right or transfer of water right associated with this property will be the sole responsibility of the lessee.
10. That the lessee shall not have any claim against the lessors for damages by reason of any shortage of water, not caused by the lessors neglect.
11. Hunting Rights: All hunting rights on the lands herein leased are reserved to Lessor and shall not permit any hunting except to Tom Delorenzo and Rex Harvey.
12. All labor performed and materials supplied by tenant on the said premises for any purpose during the term of this lease shall conclusively be deemed to have been done and furnished on behalf of and at the sole expense of Lessee, unless the parties hereto have agreed in writing in respect to particular items of such labor and materials in advance of the performance or furnishing of the same that the same are to be deemed extra work and materials outside the scope of this lease, for which compensation is to be made by lessor to lessee, and unless the amount or rate of such compensation is fixed by the terms of said writing; and the lessee shall not be entitled to claim compensation therefore unless lessor has so ordered the same and agreed to pay therefore as herein provided
13. Lessee shall replace the fence on the SW and SE property line if lessor requests. Lessee will replace at his cost the same as the original type he removed at both locations, which is metal post and barbed wire.
14. Lessee shall keep and save harmless the said premises and the crops grown thereon, and lessor herein , from any liens against the same on account of bills, debts for labor or materials incurred by lessee.
15. In the event the lessee or lessee shall take any legal action to enforce or or interpret any of the terms of this contract , the prevailing party shall be entitled to recover from the other party all expenses while it may reasonably occur whether incurred in a suit or action or appeal from a judgement in connection w/ legal action.
16. Lessor agrees as long as lessee performs requirements of these covenants lessee shall have and enjoy quiet and peaceful possession of said premises for entire term of the lease term.
17. Lessee will remove all farm equipment from east side of driveway with- in 2 weeks of request by lessor.
18. This lease is for the 2014 growing season only and the 2014 growing season lease will be reviewed after June 2014 by tenant for 2015 growing season.
19. If pivot is used in 2014 season then the actual acres (85A) will be used and lease amount increased per acres.
20. If upper bench of 34 acres is used the lease amount will be increased.

That in case of any breach of covenant or covenants herein contained to be kept and performed by the lessee or any cause of removal or disposition of any portion of said crops without the consent of the lessors, the lessors agent or agents shall have the right to enter into and upon said premises and eject all persons therefrom, to take possession

thereof and of the crops thereon, and give such crops care and attention and protection as they may require. That the lessee agrees on demand in writing therefore, to pay lessors the expense incurred by the lessors in and about caring for and attending to said crops.

That in case of default by the lessee to pay the lessors the rental hereinbefore reserved or the moneys which may be due to the lessors hereunder, as and when herein required, the lessors may at their option proceed in the manner provided by Statute for the foreclosure of chattel mortgages, to sell the said crops, under lien herein given thereon, and out of the proceeds of such sale there shall be paid to the lessors the said rental, the expense incurred by the lessors in and about caring for and attending to the said crops, the damages suffered by the lessors by the lessee's breach of any covenant thereof, and the cost of foreclosure, including a reasonable attorney fee; and the balance of such proceeds of sale shall be paid to the lessee.

And thereupon the lessors shall have the option to declare this lease forfeited and lessee's right hereunder at an end.

That in case of the lessee's breach of any covenant herein contained, by the lessee to be performed, the lessors shall have the option to declare this lease forfeited and rights of the lessee hereunder at an end and eject all persons from said premises.

That the covenants of the one party are in consideration of the covenants of the other and that the parties hereto bind themselves, their heirs, executors, administrators and assigns respectively, by these presents.

Lessor (Daniel A. Schwalbe)

Daniel A. Schwalbe 10-31-13

Lessee (Russel & Christy Frisby)

Russel Frisby
Christy Frisby 10/30/13



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

Frisby Farms
6205 SE 8 TH AVE
CALDWELL, ID 83607

COPY

RE: EXPIRATION OF RENTAL AGREEMENT FOR WATER RIGHT NO(S). 63-33314, 63-33518, 63-33835, 63-33363, 63-33313, 63-31446, 63-33517, and 63-31915 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 6 /6 /2014 and the subsequent Rental Agreement authorized diversion of water under Water Right No(s). 63-33314, 63-33518, 63-33835, 63-33363, 63-33313, 63-31446, 63-33517, and 63-31915 through the 2014 season only.

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: SPF Water Engineering
 Lori Graves



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 6, 2014

FRISBY FARMS INC
6205 SE 8TH AVE
CALDWELL ID 83607

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-31915, 63-33313, 63-33314, 63-33363, 63-33517, 63-31446, 63-33518 AND 63-33835**

Dear Renter:

Please find enclosed a receipt in the amount of **\$4,399.60** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 258.8 acre-feet of water for irrigation of 57 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 \$3,959.64 of the rental fee will be paid to the lessor(s) and 10% or \$439.96 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4897.

Sincerely,

for Clay Weller
Sandra Theil

Water Resource Planner

Enclosure(s): Receipt No. C098950
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Rachel Sommer – IDWR Western Regional Office
Rex Barrie – State Water District No. 63
Lori Graves – SPF Water Engineering



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

May 27, 2014

FRISBY FARMS INC
6205 SE 8TH AVE
CALDWELL ID 83607

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 63-31915, 63-33313, 63-33314, 63-33363, 63-33517, 63-31446,
63-33518 AND 63-33835

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 \$4,399.60 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 258.8 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement.

Please send a check for \$4,399.60 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 \$3,959.64 of the rental fee will be paid to the lessor(s) and 10% or \$439.96 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4897.

Sincerely,

Sandra Thiel
Water Resource Planner

Enclosure(s)

c: IDWR Front Desk
Lori Graves – SPF Water Engineering

MEMORANDUM

To: Water Right File No(s): 63-31446, 63-31915, 63-33313, 63-33314, 63-33363, 63-33517, 63-33518 and 63-33835
From: Sandra Thiel
Date: April 24, 2014
Re: Review of Applications Rent Water Rights through State Water Supply Bank

PURPOSE/NARRATIVE: On February 7, 2014 the Department received an application from Frisby Farms to rent groundwater. They are seeking to rent water for 57 acres for the 2014 irrigation season.

Water rights 63-10785, 63-31505 and 63-31178 are also diverted from the point of diversion as the proposed rental. Rod and/or Maureen Frisby own these three rights. The property is owned by Daniel Schwalbe. Mr Schwalbe received a permit in 2011 to irrigate 122 acres, which includes the area to be irrigated under this rental. Proof is due for that permit in July 2016. According to the application submitted by the Frisbys, the land under the proposed rental will not receive water from any other source. Sixty-eight acres under the lease agreement for the land do receive water from the Black Canyon Irrigation District.

AUTHORITY TO FILE: The rental place of use belongs to Daniel Schwalbe. Frisby Farms submitted a copy of the lease agreement they have with Mr. Schwalbe to farm the property.

WATER RIGHT VALIDITY:

These water rights are available for rental in the requested amounts.

Leased Right	Rate cfs	Acres	AF	Priority Date
63-31915	0.2	10	41	4/26/1971
63-33313	0.04	2	8.3	4/26/1971
63-33314	0.05	2.5	10.3	4/26/1971
63-33363	0.02	1	4.5	9/14/1989
63-33517	0.44	27	121.5	9/29/1978
63-31446	0.14	10	45	9/20/1985
63-33518	0.04	3	10.2	9/29/1978
63-33835	0.06	4	18	9/29/1978
Totals	0.99	59.5	258.8	

None of the leased rights have combined use limits
 $.99/57 = 0.017$ cfs/acre
 $258.8/57 = 4.54$ af/acre

SPF is representing Frisby Farms. According to an email from Lori Graves on April 24, 2014 (see attachment) 0.017 cfs/acre is sufficient because they will be using a drip irrigation system.

A portion of water right 63-32445 was leased into the Bank in March 2005. This water right was then split into 63-33517 and 63-33518. Portions of both this rights are leased into the Bank.

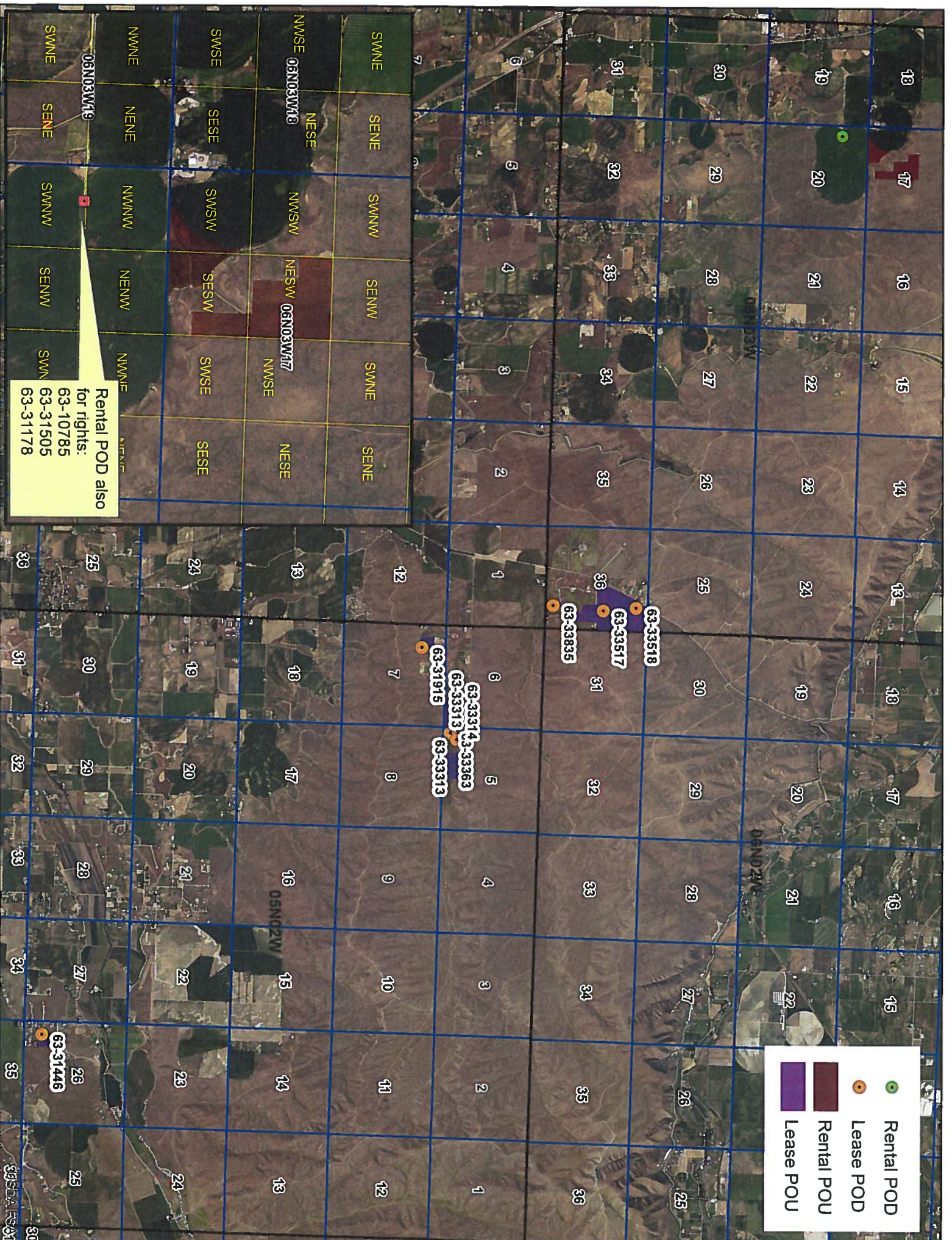
INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: No enlargement is evident.

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 leases and rental appear to be consistent with conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The leased right(s) are subject to Water District 63. Comments were solicited from the water master. None were received. The rights are all groundwater and the water master is primarily responsible for surface water in basin 63. See attached email for comment from Western regional office.



Thiel, Sandra

From: Lester, Steve
Sent: Monday, May 05, 2014 9:04 AM
To: Thiel, Sandra
Subject: RE: water supply bank rental

That looks good provided they use all surface water already available for at least some of the land ... a little troubling they say only rental ground water will be used.

From: Thiel, Sandra
Sent: Thursday, April 24, 2014 1:31 PM
To: Lester, Steve
Subject: FW: water supply bank rental

Hello Steve, We have received an application from Frisby Farms to rent water for 57 acres during the 2014 irrigation season. I have compiled a list of water rights that I believe will satisfy their needs. The attached map shows the location of both the rental and the leased water rights. The memo gives a synopsis of the proposed rental. Please provide comments by May 8th if possible. Thanks

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

Thiel, Sandra

Subject: FW: Frisby Farm

From: Lori Graves [<mailto:LGraves@spfwater.com>]
Sent: Thursday, April 24, 2014 7:52 AM
To: Thiel, Sandra
Subject: Frisby Farm

Good Morning Sandra,

The client confirmed 0.017 cfs/acre is sufficient because they will be using drip irrigation. Thanks very much for your attention to this matter Sandra.

Regards,
Lori

Lori Graves | Water Rights Specialist

SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | f. 208.383.4156 | c. 208.869.4569
e. lgraves@spfwater.com | w. www.spfwater.com

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Hello, I have been looking for water rights to fulfill the Frisby Farms rental application. The attached spread sheet shows the list of groundwater rights that might satisfy this rental. These rights together will provide 0.017 cfs per acre and 4.54 acre feet per acre. As shown in the table many of the rights don't provide the full inch per acre or the full 4.5 afa. To achieve the requested acre feet and cfs they will have to rent more acres. Can you tell me if they need the 0.02 cfs per acre or will the 0.017 fill their needs? I believe we can bring them up to the inch per acres but it may require them to rent more acres.

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



SPF WATER
ENGINEERING

February 5, 2014

RECEIVED
FEB 07 2014
DEPARTMENT OF
WATER RESOURCES

Remington Buyer
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: *Water Bank Rental Application*

Dear Remington,

Enclosed on behalf of Frisby Farms, Inc., is an Application to Rent Water from the Idaho Water Supply Bank for irrigation of 57 acres during the 2014 irrigation season. The source of water is ground water from an existing irrigation well.

Applicant is currently leasing this property only through the 2014 irrigation. The adjacent pivot west of the 57 acres is irrigated with surface water from Black Canyon Irrigation District.

Please let me know if there are any questions. Thanks Remington.

Sincerely,

Lori Graves
Water Rights Specialist

Cc: Russell Frisby

Enclosures

SPF file number: 1079.0010