



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](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

January 6, 2017

ECCLES FLYING HAT RANCH LLC  
PO BOX 3028  
SALT LAKE CITY UT 84110

**RE: Expiration of Water Supply Bank Rental Agreement for water rights:** 37-481D, 37-482J, 37-483D, 37-917, 37-2713, 37-7356, 37-11975, 37-11976, 37-11977, 37-11978

Renter,

This letter is to inform you that your rental agreement(s) to rent the above listed water rights from the Water Supply Bank (Bank) expired at the end of 2016.

Once the rental agreement concludes, any diversion or use of water under the rental agreement will no longer be authorized and, if occurring, may be subject to an enforcement action.

If you wish to rent water in the future, please download a rental application from: <http://idwr.idaho.gov>. You may submit rental applications on November 1 of the year prior to the intended use of rental water. **YOU ARE ENCOURAGED TO FILE AN APPLICATION AT LEAST 3 MONTHS PRIOR TO THE DATE YOU DESIRE TO USE RENTAL WATER.**

If you have any questions about this matter, please contact me at (208) 287-4918.

Sincerely,

A handwritten signature in black ink, appearing to read 'RB', followed by a horizontal line.

Remington Buyer  
Water Supply Bank Coordinator

Enclosures:

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WATER SUPPLY BANK RENTAL AGREEMENT**

RECEIVED  
MAY 16 2014  
DEPARTMENT OF  
WATER RESOURCES

This is to certify that: **ECCLES FLYING HAT RANCH LLC**  
**PO BOX 3028**  
**SALT LAKE CITY UT 84110**  
**801-246-5329**

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 |
|--------------------------------------|---------------|----------------|-------------|-----------------|----------------------|------------|--------------------|
| 37-481D                              | 8/1/1882      | Big Wood River | Malad River | 0.04 cfs        | 18.2 af              | NA         | 5.2 ac             |
| 37-482J                              | 8/1/1884      | Big Wood River | Malad River | 0.04 cfs        | 18.2 af              | NA         | 5.2 ac             |
| <b>Total Annual Combined Limit</b>   |               |                |             | <b>NA</b>       | <b>18.9 af</b>       | <b>NA</b>  | <b>5.4 ac</b>      |
| 37-483D                              | 8/1/1902      | Big Wood River | Malad River | 0.04 cfs        | 24.5 af              | NA         | 7.0 ac             |
| 37-577BP                             | 3/24/1883     | Big Wood River | Malad River | 0.08 cfs        | 24.5 af              | NA         | 7.0 ac             |
| <b>Total Annual Combined Limit</b>   |               |                |             | <b>NA</b>       | <b>25.5 af</b>       | <b>NA</b>  | <b>7.3 ac</b>      |
| 37-917                               | 4/1/1940      | Big Wood River | Malad River | 0.03 cfs        | 11.6 af              | NA         | 3.3 ac             |
| 37-11975                             | 6/15/1891     | Big Wood River | Malad River | 0.04 cfs        | 3.5 af               | NA         | 1.0 ac             |
| 37-11976                             | 6/1/1884      | Big Wood River | Malad River | 0.01 cfs        | 3.5 af               | NA         | 1.0 ac             |
| 37-11977                             | 6/15/1891     | Big Wood River | Malad River | 0.01 cfs        | 1.2 af               | NA         | 0.3 ac             |
| 37-11978                             | 6/1/1884      | Big Wood River | Malad River | 0.01 cfs        | 3.5 af               | NA         | 1.0 ac             |
| <b>Total Annual Combined Limit</b>   |               |                |             | <b>NA</b>       | <b>3.5 af</b>        | <b>NA</b>  | <b>1.0 ac</b>      |
| 37-2713                              | 8/18/1965     | Ground Water   | NA          | 0.29 cfs        | 59.5 af              | NA         | 17.0 ac            |
| 37-7356                              | 4/28/1974     | Ground Water   | NA          | 0.07 cfs        | 30.2 af              | NA         | 17.0 ac            |
| <b>Total Annual Combined Limit</b>   |               |                |             | <b>NA</b>       | <b>NA</b>            | <b>NA</b>  | <b>17.0 ac</b>     |
| <b>Annual Combined Rental Totals</b> |               |                |             | <b>0.76 cfs</b> | <b>119.0 af</b>      | <b>NA</b>  | <b>17.0 ac</b>     |

**Term of Rental:** April 15, 2014 to December 31, 2016

**Rental Fee:** \$253.64 annually

The fee for rental of the above-described water is \$2,536.40. Because you own the above referenced water rights you are obligated to pay ten percent (\$253.64) to the Department for administrative costs only. 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.

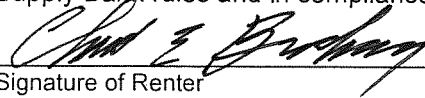
SUPPORT DATA

IN FILE # 37-481D

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

Charles E. Brockway Reg.  
Printed Name and Title\*

5/14/2014  
Date

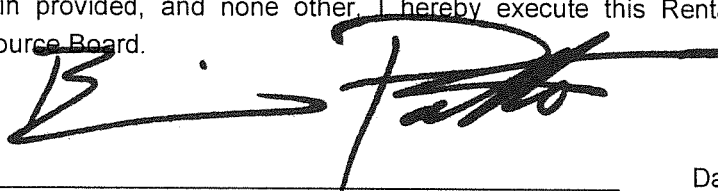
\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
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 May 20, 2014

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

**WATER USE DETAILS**

**LOCATION OF POINT(S) OF DIVERSION**

**37-481D, 37-482J, 37-483D, 37-577BP, 37-917, 37-11975 thru 37-11978:**

|                |           |         |         |         |               |
|----------------|-----------|---------|---------|---------|---------------|
| BIG WOOD RIVER | SE¼SW¼NE¼ | Sec. 16 | Twp 02N | Rge 18E | BLAINE County |
| BIG WOOD RIVER | SE¼NE¼SE¼ | Sec. 22 | Twp 02N | Rge 18E | BLAINE County |
| BIG WOOD RIVER | NW¼SE¼    | Sec. 26 | Twp 02N | Rge 18E | BLAINE County |

**37-2713 and 37-7356:**

|              |        |         |         |         |               |
|--------------|--------|---------|---------|---------|---------------|
| GROUND WATER | SW¼SE¼ | Sec. 23 | Twp 02N | Rge 18E | BLAINE County |
| GROUND WATER | NE¼SW¼ | Sec. 23 | Twp 02N | Rge 18E | BLAINE County |
| GROUND WATER | NW¼SW¼ | Sec. 23 | Twp 02N | Rge 18E | BLAINE County |
| GROUND WATER | SW¼SE¼ | Sec. 15 | Twp 02N | Rge 18E | BLAINE County |

**BENEFIAL USE**

IRRIGATION

**SEASON OF USE**

04/15 TO 10/31 FOR WATER RIGHTS DIVERTED FROM BIG WOOD RIVER

05/01 TO 09/01 FOR WATER RIGHTS DIVERTED FROM GROUND WATER

**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 |        |
| 02N | 18E | 26  |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 17.0 |    | 17.0   |

Total Acres: 17.0

**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.

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

**WATER USE DETAILS**

**CONDITIONS OF WATER USE CONTINUED**

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
11. The water use of 37-481D, 37-482J, 37-483D, 37-577BP, 37-917, 37-11975, 37-11976, 37-11977, 37-11978, 37-2713 and 37-7356 under this rental agreement shall not exceed a maximum diversion rate of 0.76 cfs and 59.5 af at the field headgate when applied by sprinkler system, and when applied by surface application shall not exceed a maximum diversion rate of 0.68 cfs and 119.0 af at the field headgate. Any portion of these rights in excess of the maximum applied rates of diversion and volumes at the field headgate shall be limited to use for conveyance losses and shall not be diverted from the river unless required for the delivery of the applied rate of water to the field headgate.
12. This right when combined with all other rights shall provide no more than 3.5 afa per acre when applied by sprinkler system and 7.0 afa per acre when applied by surface application at the field headgate for irrigation of the lands above.
13. The source of water in connection with the point of diversion listed above in Section 26 is Big Wood River despite being pumped via a well. This rental does not authorize water rights 37-2713 and 37-7356 to divert water from that point of diversion.
14. 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. 37.



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](http://www.idwr.idaho.gov)

GARY SPACKMAN  
Director

C.L. "BUTCH" OTTER  
Governor

May 21, 2014

ECCLES FLYING HAT RANCH LLC  
PO BOX 3028  
SALT LAKE CITY UT 84410

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO(S). 37-481D, 37-482J, 37-483D, 37-577BP, 37-917, 37-11975, 37-11976, 37-11977, 37-11978, 37-2713 AND 37-7356**

Dear Renter:

Please find enclosed a receipt in the amount of **\$253.64** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 119.0 acre-feet of water for irrigation of 17 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, the rental fee will be retained by the Department to offset administrative costs since you are the owner of the right(s).

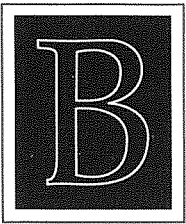
If you have any questions, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer  
Senior Water Resource Agent  
WSB Process Point of Contact

Enclosure(s): Receipt No. C098839  
Rental Agreement (copy)

c: Sascha Marston – Fiscal  
Allen Merritt – IDWR Southern Regional Manager  
Kevin Lakey – State Water District No. 37  
Greg Sullivan – Brockway Engineering



**BROCKWAY**  
ENGINEERING  
P.L.L.C.

Hydraulics

Hydrology

Water Resources

May 14, 2014

Cherie Palmer  
Idaho Water Supply Bank  
Idaho Department of Water Resources  
P.O. Box 83720  
Boise, ID 83720-0098

RECEIVED  
MAY 16 2014  
DEPARTMENT OF  
WATER RESOURCES

Re: Eccles Flying Hat Ranch LLC

Dear Mrs. Palmer:

Attached to this letter is the signed rental contract for Eccles Flying Hat Ranch LLC to rent 17.0 acres from April 15, 2014 to December 31, 2016.

The amended lease contract for 23.0 acres owned by Eccles Flying Hat Ranch LLC is also attached to this letter.

Both contracts have been signed by Charles E. Brockway who has been given limited power of attorney to sign in behalf of Eccles Flying Hat Ranch LLC regarding water rights owned by Eccles Flying Hat Ranch LLC.

Sincerely,

Greg Sullivan, M.S., Engineer

CHARLES E.  
BROCKWAY,  
Ph.D., P.E.

CHARLES G.  
BROCKWAY,  
Ph.D., P.E.

Cc: Spencer Eccles, Marc Reinemann  
Enc: Rental Contract, Lease Contract, Limited Power of Attorney, Brockway Engineering  
Check # 12005 for \$253.64

2016 NORTH  
WASHINGTON  
STREET • SUITE 4

TWIN FALLS,  
IDAHO 83301

208•736•8543

FAX: 736•8506

RECEIVED

MAY 16 2014

Department of Water Resources

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

I, Spencer Eccles of Eccles Flying Hat Ranch, hereby nominate and appoint Charles E. Brockway as my attorney-in-fact with full authority to act for and on my behalf to undertake any and all acts or matters pertaining to water right transfers before the Idaho Department of Water Resources for the following water right transactions:

All water rights relating to Eccles Flying Hat Ranch.

in Blaine County, Idaho. Additionally, I hereby ratify and confirm any and all such acts on matters as contemplated herein.

My agent is hereby authorized to sign, seal and deliver, as my act in deed, those said instruments of writing that may be necessary or proper to carry into execution and effect the applications, and transfers above-mentioned. Further, I hereby declare that each and every application, transfer, agreement, receipt, or payment which shall be by my said agent given, made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the said premises by virtue of these present. This Limited Power of Attorney will become void upon approval, denial or withdrawal of the above referenced applications.

Dated this 4th day of March 2010.

Spencer Eccles  
Signature

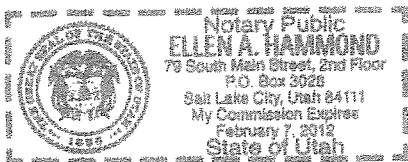
\_\_\_\_\_  
Signature

State of ~~Idaho~~ Utah )  
County of Salt Lake ) ss.

On this 4th Day of March, 2010, before me, a Notary Public in and for said County and State, personally appeared SPENCER F. ECCLES, known or identified to me to be the individual whose name and subscription to the within instrument, and acknowledged to me that he executed the same.

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

S  
E  
A  
L



Ellen A. Hammond  
Notary Public  
In and for said State and County  
February 7, 2012  
My Commission Expires



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](http://www.idwr.idaho.gov)

GARY SPACKMAN  
Director

C.L. "BUTCH" OTTER  
Governor

May 7, 2014

ECCLES FLYING HAT RANCH LLC  
PO BOX 3028  
SALT LAKE CITY UT 84410

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO(S37-481D, 37-482J, 37-483D, 37-577BP, 37-917, 37-11975, 37-11976, 37-11977, 37-11978, 37-2713 AND 37-7356

\*\*\*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 \$2,536.40 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 29.1 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$253.64 <annually.** 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 \$253.64** made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

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  
Greg Sullivan-Brockway Engineering PLLC

## MEMORANDUM

**To:** Water Right No(s). 37-481D, 37-482J, 37-483D, 37-577BP, 37-917, 37-11975-98, 37-2713, and 37-7356

**From:** Cherie Palmer

**Date:** May 7, 2014

**Re:** Review of Applications to Rent Water Rights to the State Water Supply Bank

---

**PURPOSE/NARRATIVE:** On July 31, 2013, IDWR received an application to rent the above referenced water rights. Eccles Flying Hat Ranch LLC, the applicant, is also the owner of those water rights. I wasn't able to move forward on the rental application because there was already a water right appurtenant to the proposed rental place of use. I got clarification and on March 7, 2014, IDWR received a lease application for the water right in question, 37-885B. The applicant put the entire right into the bank.

Per Greg Sullivan of Brockway Engineering, the applicant is trying to transfer off 37-885B to a different well which is further from the river—which they are having difficulties because the new PD should be connected to the Big Wood. Also the well isn't hooked up at this point. Therefore, the applicant wants to lease water right 37-885B for protection purposes while irrigating the land with water rights that are adjacent to the rental place of use.

At this point I will move forward on the rental request for 17 acres.

Please note the following discrepancies on this rental agreement and the lease agreements for the proposed rental water rights. I evaluated the leases that under the above referenced water rights and noticed that the place of use was incorrectly described. The error was duplicated from the lease application. The idled acres from the lease in Sec. 23 are not part of the water rights place of use. I received a map and a corrected legal description from the applicant's representative and have created an amended lease contract that will be sent for signature at the same time of this rental agreement.

Note that the applicant requested a 5 year rental agreement but the lease contract expires in 2016. Therefore, this rental agreement will coincide with the lease contract and expire 12/31/2016.

Another discrepancy includes the rental applicant asking to use a point of diversion in Sec. 20. This point of diversion is listed on water rights 37-481D, 37-482J, 37-483D, 37-577BP, 37-917, 37-11975, 37-11976, 37-11977 and 37-11978. However, that point of diversion is only used in connection with the mitigation that is listed on the water rights. Actually that point of diversion is the Hiawatha canal. This rental has nothing to do with the mitigation portion of the water rights and will be excluded in this rental.

The last discrepancy has to do with another proposed point of diversion. The applicant listed a ground water point of diversion that is the point of diversion for 37-885B. The point of diversion under 37-885B is technically from the Big Wood River, not ground water as listed on the rental application. To avoid confusion through the rental, I will list that point of diversion as being

diverted from the Big Wood River. Additionally, that well cannot be diverted to deliver the ground water rights listed on this rental.

**AUTHORITY TO FILE:** Charles Brockway signed the rental application on behalf of his client. Mr. Brockway has limited power of attorney for Spencer Eccles (manager and registered agent) of Window Rock Ranch LLC. The POA is sufficient for Mr. Brockway to sign the lease application Window Rock Ranch LLC.

**WATER RIGHT VALIDITY:** The rental water rights are all valid and have been leased to the bank since 2011. The water rights have been idled pursuant to the lease contract.

**INJURY TO OTHER WATER RIGHTS:** No injury is evident. The place of use is directly south of the water right place of use and the applicant will be diverting through points of diversion that are already authorized by water rights.

**ENLARGEMENT OF USE:** No enlargement is evident. Conditions have been implemented on the rental agreement to avoid enlargement.

**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 lease appears consistent with the conservation of water resources in Idaho.

**DEPARTMENT STAFF OR WATERMASTER COMMENTS:** The rental is subject to watermaster Kevin Lakey of water district 37 and was contacted for comment—to date he has not responded. Regional manager Allen Merritt does not have concerns with this rental—see his attached response.



## Palmer, Cherie

---

**From:** Greg Sullivan [greg.sullivan@brockwayeng.com]  
**Sent:** Friday, February 28, 2014 11:51 AM  
**To:** Palmer, Cherie  
**Cc:** 'Marc Reinemann'  
**Subject:** RE: Eccles Flying Hat Ranch WSB Rental Letter--ATTN NEEDED  
**Attachments:** Water Bank Rental Acres.dbf; Water Bank Rental Acres.prj; Water Bank Rental Acres.sbn; Water Bank Rental Acres.sbx; Water Bank Rental Acres.shp; Water Bank Rental Acres.shx

Cherie,

Thanks for the email and the heads up due to the required timely response. I have attached the shape files from 2011 that identify the 23.0 acres leased to the Water Supply Bank. These 23.0 acres have been idle for several years.

Regarding 37-885B:

Does the possible lease or the pending transfer need to be approved by your March 7, 2014 deadline before the rental of the 17.0 acres can be approved? Or do you simply need to know what actions will be taken?

If 37-885B is leased to the Water Supply Bank, will it be "red flagged" by the Department so it **cannot** be rented by anyone until the transfer is approved or withdrawn? This is a major concern of the owner and is the reason this water right has not been offered to be leased to the Water Supply Bank.

Greg Sullivan  
Brockway Engineering  
2016 N. Washington St. Suite 4  
Twin Falls, Id 83301  
208-736-8543

---

**From:** Palmer, Cherie [<mailto:Cherie.Palmer@idwr.idaho.gov>]  
**Sent:** Friday, February 28, 2014 9:33 AM  
**To:** Greg Sullivan  
**Subject:** Eccles Flying Hat Ranch WSB Rental Letter--ATTN NEEDED

Hi Greg,

I wanted to send you this letter via email to give you a headstart since the deadline date is next week. FYI, Jana is sending a letter regarding the transfer...you will probably get that today or Monday.

Cherie

---

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2012.0.2247 / Virus Database: 3705/6632 - Release Date: 02/28/14





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](http://www.idwr.idaho.gov)

GARY SPACKMAN  
Director

C.L. "BUTCH" OTTER  
Governor

February 28, 2014

ECCLES FLYING HAT RANCH LLC  
PO BOX 3028  
SALT LAKE CITY UT 84110

### RESPONSE DEADLINE

March 7, 2014

#### RE: Water Supply Bank Rental Application – Additional Information Required

Dear Applicant,

The Idaho Department of Water Resources received your application to rent water rights from the Idaho Water Resource Board's Water Supply Bank. Currently, your application cannot be processed. There is a concern with requested water rights 37-481D, 37-482J, 37-483D, 37-577BP, 37-917, 37-11975-98, 37-2713, and 37-7356.

The following information must be submitted:

Pursuant to your lease agreement for the above mentioned water rights, 23 acres must be idled. However, using 2013 aerial imagery, I have not been able to discern idled acres equal to 23 acres at the water rights' place of use. Furthermore, your lease agreement lists land within Section 22 of Township 2N, Range 18E, SE¼SW¼ and SW¼SE¼ as being idled but, that legal description is not part of the place of use under your water rights. Please submit a map and a land list that describes 23 acres that haven't been irrigated since the inception of your lease, June 2011.

Secondly, the rental proposes to irrigate acres that are already covered by a water right, 37-885B. I understand that water right 37-885B is involved in a transfer that requires additional data before being processed. I cannot approve your rental request while the proposed place of use already has a sufficient supply of water. Water right 37-885B must be either leased to the bank or the transfer must be complete in order to proceed.

Please let me know how you would like to proceed within seven (7) days. If sufficient information is not received within 7 days, your application will be returned to you unprocessed and you will have to re-file your application. Note that the water rights you requested for your rental may not be available in the future.

Sincerely,

Cherie Palmer, Sr. Water Resource Agent  
Water Allocation Bureau

c: Greg Sullivan – Brockway Engineering

*Delivered via email*



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](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

March 10, 2015

ECCLES FLYING HAT RANCH LLC  
PO BOX 3028  
SALT LAKE CITY UT 84110

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO(S). 37-481D, 37-483D, 37-917, 37-2713, 37-7356 AND 37-11975**

Dear Renter:

Please find enclosed a receipt in the amount of **\$150.93** in connection with the rental of 119 acre-feet of water for irrigation use 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, the rental fee 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) 287-4910.

Sincerely,

Clay Webster  
Water Resource Agent  
WSB Process Point of Contact

Enclosure(s): Receipt No. C100033

c: Sascha Marston – Fiscal