

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

RECEIVED

APR 11 2014

DEPARTMENT OF
WATER RESOURCES

This is to certify that: PEP FARMS PARTNERSHIP
1356 S 3000 W
ABERDEEN ID 83210
208-209-1645
pepfarms@gmail.com

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

<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
29-14012	1.83 CFS	488.8 AF	122.2 AC
29-14016	1.76 CFS	449.2 AF	127.4 AC
29-14054	1.01 CFS	337.6 AF	84.3 AC
29-14055	0.09 CFS	18.1 AF	4.5 AC
29-14056	0.06 CFS	13.1 AF	3.4 AC
Combined Totals:	1.01 CFS	NA	NA
45-2746	0.21 CFS	84.0 AF	22.5 AC
Combined Rental Totals:	4.81 CFS	1390.8 AF	364.3 AC

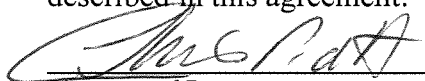
Term of Rental: April 1, 2014 to December 31, 2014

Rental Fee: \$23,643.60

The fee for rental of the above-described water is \$23,643.60. Ten percent 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.

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

CHRIS PRATT Partner 4-9-14
Printed Name and Title* Date

Signature of Renter

Printed Name and Title*

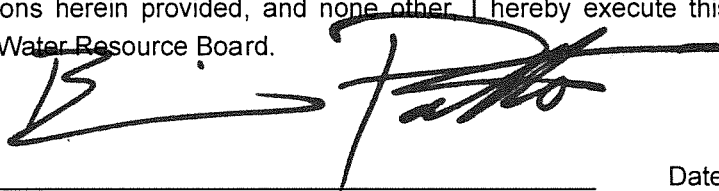
Date

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

SUPPORT DATA
IN FILE # 29-14012

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

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 April 14th, 2014

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 29-14012

The 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 below:

Renter: PEP FARMS PARTNERSHIP
1356 S 3000 W
ABERDEEN ID 83210

Priority Date: 8/19/1952

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	1.83 CFS	488.8 AF
Total:			1.83 CFS	488.8 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER NW¼SW¼NE¼ Sec. 33 Twp 04S Rge 30E BINGHAM County

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	
04S	30E	33	31.3	31	31	31	30	30	30	30									244.3
04S	30E	32	30	30	30	30													120.0

Total Acres: 364.3

Acre limit within place of use described: 122.2 AC

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.
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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14012**

CONDITIONS OF WATER USE

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. 120.
13. 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 place of use.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 29-14016

The 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 below:

Renter: PEP FARMS PARTNERSHIP
1356 S 3000 W
ABERDEEN ID 83210

Priority Date: 1/17/1966

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/15	1.76 CFS	449.2 AF
	Total:		1.76 CFS	449.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NW¼SW¼NE¼ Sec. 33 Twp 04S Rge 30E BINGHAM County

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	
04S	30E	33	31.3	31	31	31	30	30	30	30									244.3
04S	30E	32	30	30	30	30													120.0

Total Acres: 364.3

Acre limit within place of use described: 127.4 AC

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.
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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14016**

CONDITIONS OF WATER USE

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.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. 120.
12. 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 place of use.

WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14054

The 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 below:

Renter: PEP FARMS PARTNERSHIP
 1356 S 3000 W
 ABERDEEN ID 83210

Priority Date: 12/31/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	1.01 CFS	337.6 AF
	Total:		1.01 CFS	337.6 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NW¼SW¼NE¼ Sec. 33 Twp 04S Rge 30E BINGHAM County

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	
04S	30E	33	31.3	31	31	31	30	30	30	30									244.3
04S	30E	32	30	30	30	30													120.0

Total Acres: 364.3

Acre limit within place of use described: 84.3 AC

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>
29-14054,	1.01 CFS
29-14055 & 29-14056	

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14054**

CONDITIONS OF WATER USE

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. 120.
13. 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 place of use.



WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 29-14055

The 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 below:

Renter: PEP FARMS PARTNERSHIP
1356 S 3000 W
ABERDEEN ID 83210

Priority Date: 6/20/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.09 CFS	18.1 AF
	Total:		0.09 CFS	18.1 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NW¼SW¼NE¼ Sec. 33 Twp 04S Rge 30E BINGHAM County

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	
04S	30E	33	31.3	31	31	31	30	30	30	30									244.3
04S	30E	32	30	30	30	30													120.0

Total Acres: 364.3

Acre limit within place of use described: 4.5 AC

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>
29-14054,	1.01 CFS
29-14055 & 29-14056	

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14055**

CONDITIONS OF WATER USE

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. 120.
13. 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 place of use.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 29-14056

The 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 below:

Renter: PEP FARMS PARTNERSHIP
1356 S 3000 W
ABERDEEN ID 83210

Priority Date: 10/26/1966

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.06 CFS	13.1 AF
	Total:		0.06 CFS	13.1 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NW¼SW¼NE¼ Sec. 33 Twp 04S Rge 30E BINGHAM County

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	
04S	30E	33	31.3	31	31	31	30	30	30	30									244.3
04S	30E	32	30	30	30	30													120.0

Total Acres: 364.3

Acre limit within place of use described: 3.4 AC

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>
29-14054,	1.01 CFS
29-14055 & 29-14056	

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 29-14056**

CONDITIONS OF WATER USE

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. 120.
13. 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 place of use.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 45-2746

The 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 below:

Renter: PEP FARMS PARTNERSHIP
1356 S 3000 W
ABERDEEN ID 83210

Priority Date: 5/9/1966

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.21 CFS	84.0 AF
	Total:		0.21 CFS	84.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NW¼SW¼NE¼ Sec. 33 Twp 04S Rge 30E BINGHAM County

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	
04S	30E	33	31.3	31	31	31	30	30	30	30									244.3
04S	30E	32	30	30	30	30													120.0

Total Acres: 364.3

Acre limit within place of use described: 22.5 AC

CONDITIONS OF WATER USE

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. This rental agreement does not authorize the construction of a well.
6. 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.
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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 45-2746**

CONDITIONS OF WATER USE

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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
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. 120.
13. 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 place of use.

Application to Rent Water from the Water Supply Bank
Application #3

RECEIVED

MAR 21 2013

DEPARTMENT OF
WATER RESOURCES

To Whom it may concern,

These applications are for the 2014 irrigation season. I am writing this cover letter so as to distinguish this application from the application made for the 2013 irrigation season.

Thank you ,

Chris Pratt

SCANNED

MAR 27 2013

RECEIVED

MAR 21 2013

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

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

*Amended
3/25/14
see Jason Helms
email cp

Name of Renter PEP Farms Partnerships Phone (208) 709-1645
Mailing address 1356 S 3000W Aberdeen ID 83210 Email pepfarms@gmail.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) 7.5 Maximum Volume (ac-ft) _____ Nature of Use Irrigation Period of Use April to October

Total: 7.5

2. Source of water ground water tributary to _____
3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
4S	30E	33		NW	SW	NE	Bingham

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	
4S	30E	33	31	31	31	32	31	31	31	32									250
4S	30E	32	31	31	31	32													125

If the use is for irrigation, show total number of acres proposed through rental. Total Acres (375) #1

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. _____

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.

SCANNED

MAR 27 2013

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Deep well electric pump and booster
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
3. Will the proposed place of use receive water from any other source? Yes ☐ No ☒
If yes, describe.
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed.
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☒ No ☐
If yes, describe. Continuous water rented from water bank
Application for permit prepared by JLT Engineering PLLC November 2013
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. 5

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.

Chris Pratt for Partnerships
Signature of Applicant

CHRIS PRATT Partner
Printed Name and Title*

3-18-2013
Date

Signature of Applicant

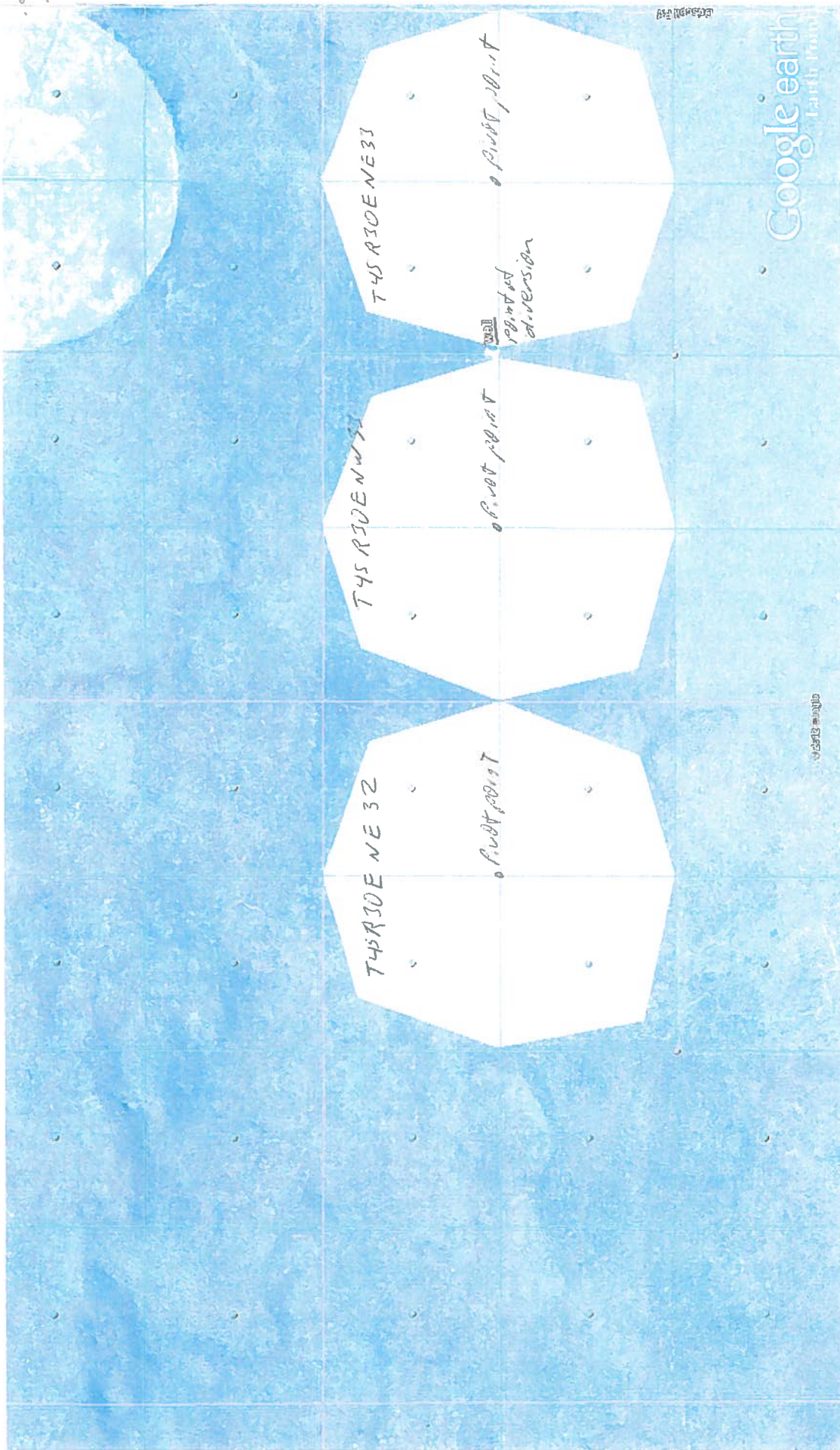
Printed Name and Title*

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

SCANNED
MAR 27 2013



Google earth

miles
km

1

2

SCANNED
MAR 7 7 2013

ENHANCED GROUND-WATER RIGHTS TRANSFER SPREADSHEET

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF WATER

Cells this color are
set up for user entries

For
application
#3

ENTER STARTING DATE FOR

SIMULATION. THEN PUSH

"UPDATE DATES" BUTTON

YEAR

SEASON

TRANSFER NO:

PEP Farms 29-14012,14016,45-2746

TRANSFER NAME:

WSB modeling

29-14054

12/31/1974

337.6

29-14055

6/20/1961

18.1

29-14056

10/26/1966

13.1

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	77	96	96	84
COLUMN	104	122	122	50

29-14012

8/19/1952

488.8

29-14016

1/17/1966

449.2

45-2746

5/9/1966

84.0

1390.7

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1948	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1948	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1949	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1949	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1949	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1952	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1952	0.0	162.9	162.9	0.0	0.0	0.0	0.0
WIN 1952	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SPR 1953	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1953	0.0	162.9	162.9	0.0	0.0	0.0	0.0
WIN 1953	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SPR 1954	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1954	0.0	162.9	162.9	0.0	0.0	0.0	0.0
WIN 1954	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SPR 1955	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1955	0.0	162.9	162.9	0.0	0.0	0.0	0.0
WIN 1955	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SPR 1956	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1956	0.0	162.9	162.9	0.0	0.0	0.0	0.0
WIN 1956	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SPR 1957	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1957	0.0	162.9	162.9	0.0	0.0	0.0	0.0
WIN 1957	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SPR 1958	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1958	0.0	162.9	162.9	0.0	0.0	0.0	0.0
WIN 1958	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SPR 1959	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1959	0.0	162.9	162.9	0.0	0.0	0.0	0.0
WIN 1959	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SPR 1960	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1960	0.0	162.9	162.9	0.0	0.0	0.0	0.0
WIN 1960	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SPR 1961	0.0	162.9	162.9	0.0	0.0	0.0	0.0
SUM 1961	0.0	162.9	162.9	6.0	6.0	0.0	0.0
WIN 1961	0.0	162.9	162.9	6.0	6.0	0.0	0.0
SPR 1962	0.0	162.9	162.9	6.0	6.0	0.0	0.0
SUM 1962	0.0	162.9	162.9	6.0	6.0	0.0	0.0
WIN 1962	0.0	162.9	162.9	6.0	6.0	0.0	0.0
SPR 1963	0.0	162.9	162.9	6.0	6.0	0.0	0.0
SUM 1963	0.0	162.9	162.9	6.0	6.0	0.0	0.0
WIN 1963	0.0	162.9	162.9	6.0	6.0	0.0	0.0
SPR 1964	0.0	162.9	162.9	6.0	6.0	0.0	0.0
SUM 1964	0.0	162.9	162.9	6.0	6.0	0.0	0.0
WIN 1964	0.0	162.9	162.9	6.0	6.0	0.0	0.0
SPR 1965	0.0	162.9	162.9	6.0	6.0	0.0	0.0
SUM 1965	0.0	162.9	162.9	6.0	6.0	0.0	0.0
WIN 1965	0.0	162.9	162.9	6.0	6.0	0.0	0.0
SPR 1966	0.0	312.7	312.7	6.0	6.0	0.0	0.0
SUM 1966	0.0	312.7	312.7	6.0	6.0	28.0	28.0
WIN 1966	0.0	312.7	312.7	6.0	6.0	28.0	28.0
SPR 1967	0.0	312.7	312.7	10.4	10.4	28.0	28.0
SUM 1967	0.0	312.7	312.7	10.4	10.4	28.0	28.0
WIN 1967	0.0	312.7	312.7	10.4	10.4	28.0	28.0
SPR 1968	0.0	312.7	312.7	10.4	10.4	28.0	28.0
SUM 1968	0.0	312.7	312.7	10.4	10.4	28.0	28.0
WIN 1968	0.0	312.7	312.7	10.4	10.4	28.0	28.0
SPR 1969	0.0	312.7	312.7	10.4	10.4	28.0	28.0
SUM 1969	0.0	312.7	312.7	10.4	10.4	28.0	28.0
WIN 1969	0.0	312.7	312.7	10.4	10.4	28.0	28.0
SPR 1970	0.0	312.7	312.7	10.4	10.4	28.0	28.0
SUM 1970	0.0	312.7	312.7	10.4	10.4	28.0	28.0

[illegible]

WIN 2004	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2005	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2005	0.0	312.7	312.7	122.9	122.9	0.0	28.0
WIN 2005	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SPR 2006	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SUM 2006	0.0	312.7	312.7	122.9	122.9	0.0	28.0
WIN 2006	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SPR 2007	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SUM 2007	0.0	312.7	312.7	122.9	122.9	0.0	28.0
WIN 2007	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SPR 2008	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SUM 2008	0.0	312.7	312.7	122.9	122.9	0.0	28.0
WIN 2008	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SPR 2009	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SUM 2009	0.0	312.7	312.7	122.9	122.9	0.0	28.0
WIN 2009	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SPR 2010	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SUM 2010	0.0	312.7	312.7	122.9	122.9	0.0	28.0
WIN 2010	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SPR 2011	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SUM 2011	0.0	312.7	312.7	122.9	122.9	0.0	28.0
WIN 2011	0.0	312.7	312.7	122.9	122.9	0.0	28.0
SPR 2012	0.0	149.7	312.7	122.9	122.9	0.0	28.0
SUM 2012	0.0	149.7	312.7	122.9	122.9	0.0	28.0
WIN 2012	0.0	149.7	312.7	122.9	122.9	0.0	28.0
SPR 2013	0.0	0.0	312.7	122.9	122.9	0.0	28.0
SUM 2013	0.0	0.0	312.7	122.9	122.9	0.0	28.0
WIN 2013	0.0	0.0	312.7	122.9	122.9	0.0	28.0
SPR 2014	463.6	0.0	312.7	0.0	122.9	0.0	28.0
SUM 2014	463.6	0.0	312.7	0.0	122.9	0.0	28.0
WIN 2014	463.6	0.0	312.7	0.0	122.9	0.0	28.0
SPR 2015	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2015	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2015	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2016	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2016	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2016	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2017	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2017	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2017	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2018	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2018	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2018	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2019	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2019	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2019	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2020	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2020	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2020	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2021	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2021	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2021	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2022	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2022	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2022	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2023	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2023	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2023	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2024	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2024	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2024	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2025	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2025	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2025	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2026	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2026	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2026	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2027	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2027	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2027	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2028	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2028	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2028	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2029	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2029	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2029	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2030	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2030	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2030	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2031	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2031	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2031	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2032	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2032	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2032	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2033	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2033	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2033	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2034	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2034	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2034	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SPR 2035	0.0	312.7	312.7	122.9	122.9	28.0	28.0
SUM 2035	0.0	312.7	312.7	122.9	122.9	28.0	28.0
WIN 2035	0.0	312.7	312.7	122.9	122.9	28.0	28.0

[illegible]

[illegible]



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

April 14, 2014

PEP FARMS PARTNERSHIP
1356 S 3000 W
ABERDEEN ID 83210

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-14012, 29-14016, 29-14054, 29-14055, 29-14056 AND 45-02746

Dear Renter:

Please find enclosed a receipt in the amount of **\$23,643.60** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 1390.8 acre-feet of water for irrigation of 364.3 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 \$21,279.24 of the rental fee will be paid to the lessor(s) and 10% or \$2,364.36 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. C098671
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Lyle Swank – IDWR Eastern Regional Office
James Cefalo – State Water District No. 120
Jason Helms – JCH 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

March 7, 2014

C.L. "BUTCH" OTTER

Governor

PEP FARMS PARTNERSHIP
1356 S 3000 W
ABERDEEN ID 83210

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-14012, 29-14016, 29-14054, 29-14055, 29-14056 AND 45-02746**

*****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 \$23,643.60 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 1390.8 acre-feet. Payment shall be received by the Department prior to the execution of this agreement. 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 \$23,643.60 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 \$21,279.24 of the rental fee will be paid to the lessor(s) and 10% or \$2,364.36 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
Jason Helms – JCH Engineering & Consulting, PLLC