

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

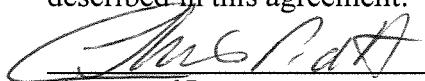
Term of Rental: April 1, 2014 to December 31, 2014

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*

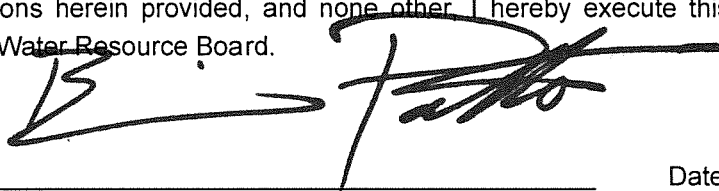
Date

*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

Amendment of Applications #3 + 4# Co
 Note that applications #1 + 2 have been denied

29

28

27

TWP. 4S, RNG. 30E

SP077105

Well #25: 364.3ac.

32

33

34

SP077104

4

3

JCH - 3/25/2014

0.25 0 0.25 0.5 0.75 Miles



PEP, LLC Proposed Rental Irrigation Area
 Well #22 (407.2 ac.)
 Well #25 (364.3 ac)

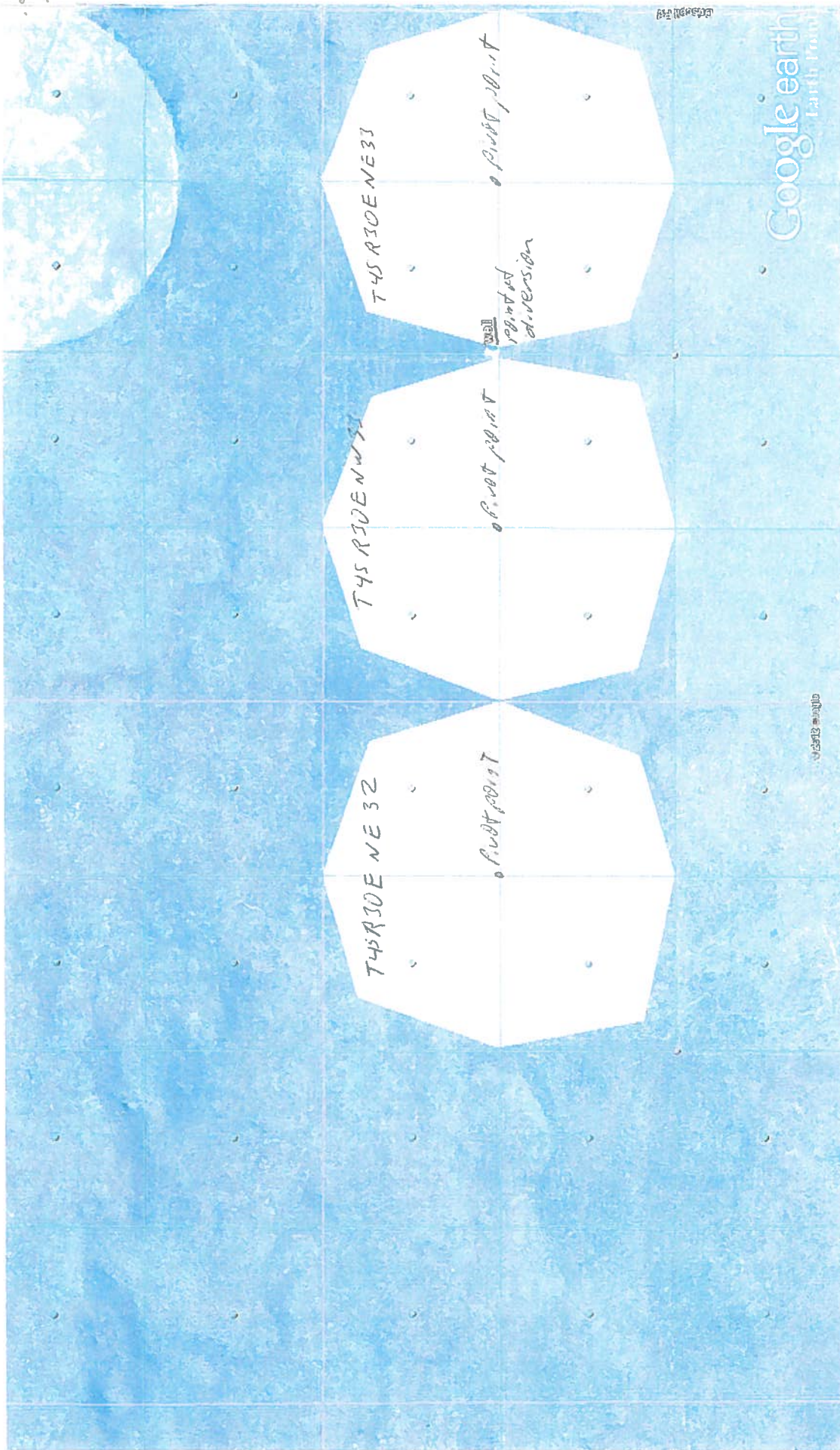
ESPA Model Grid
 Township & Range
 Sections
 40's

PEP, LLC Proposed 2014 Water Supply Bank Rental



2011 NAIP Aerial Photo

APR 21 2014



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

November 19, 2014

COPY

PEP Farms Partnership
1356 S 3000 W
ABERDEEN, ID 83210

RE: EXPIRATION OF RENTAL AGREEMENT FOR WATER RIGHT NO(S). 45-2746, 29-14056, 29-14055, 29-14054, 29-14016, and 29-14012 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 4/25/2014 and the subsequent Rental Agreement authorized diversion of water under Water Right No(s). 45-2746, 29-14056, 29-14055, 29-14054, 29-14016, and 29-14012 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: NA

17 APR 2014 PM 1 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. 8-10

- Sender: Please print your name, address, and ZIP+4 in this box •

DEPT. OF WATER RESOURCES

322 E. FRONT ST.

P. O. BOX 83720

BOISE, ID 83720-0098

RECEIVED

APR 22 2014

Attention Clay Webster

DEPARTMENT OF
WATER RESOURCES

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CARL L PHILLIPS
2884 W 1400 S
ABERDEEN ID 83210

29-2395 + 29-14012

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Joey Phillips
Gody Phillips☒ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE

POSTAGE WILL BE PAID BY ADDRESSEE

17 APR 2014 PM 1 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

DEPT. OF WATER RESOURCES
322 E. FRONT ST.
P. O. BOX 83720
BOISE, ID 83720-0098

ATTN Clay Webster

RECEIVED

APR 21 2014

DEPARTMENT OF
WATER RESOURCES



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BART WRIDE
3166 W 1300 S
ABERDEEN ID 83210

29-2395 + 29-14012

2. Article Number

(Transfer from service label)

7007 3020 0001 4041 3750

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Christine Wride* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

Christine Wride

C. Date of Delivery

4/17/14

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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

April 14, 2014

C.L. "BUTCH" OTTER

Governor

CARL L PHILLIPS
2884 W 1400 S
ABERDEEN ID 83210

BART WRIDE
3166 W 1300 S
ABERDEEN ID 83210

RE: Approval of Water Supply Bank Rental for PEP Farms Partnership

Dear Mr. Phillips:

On January 6, 2014, the Department of Water Resources (Department) received your letter that outlined concerns with water use in connection with a Water Supply Bank (Bank) rental for PEP Farms Partnership (applicant).

For the 2014 season, the applicant submitted a rental application that mimics last year's rental; the place of use and points of diversion are the same.

For their 2014 rental application, the Department required the applicant evaluate the concerns of potential impact to nearby water users that you put forth in your letter. The applicant responded by evaluating ground water interconnectivity, local well data, and water table impacts as a result of their water use. I have enclosed the applicant's report for your reference.

The Department evaluated the report and finds that injury concerns have been properly addressed and the rental can move forward in 2014. I have enclosed a report that summarizes the Department's findings of the report for your reference.

On April 14, 2014, the Department issued the rental agreement. If you are not satisfied with the Department's decision you may request a hearing pursuant to Idaho Code §42-1701A(3) that says:

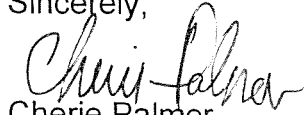
... any person aggrieved by any action of the director, including any decision, determination, order or other action,...who is aggrieved by the action of the director, and who has not previously been afforded an opportunity for a hearing on the matter shall be entitled to a hearing before the director to contest the action. The person shall file with the director, within fifteen (15) days after receipt of written notice of the action issued by the director, or receipt of actual notice, a written petition stating the grounds for contesting the action by the director and requesting a hearing. The director shall give such notice of the petition as is necessary to provide other affected persons an opportunity to participate in the proceeding. The hearing shall be held and conducted in accordance with the provisions of subsections (1) and (2) of this section...

Page 2
April 14, 2014

Please note that pursuant to Idaho Code §42-1701A(3) you must file your written petition within 15 days after receiving this notice.

You may contact me at (208) 287-4944 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cherie Palmer".

Cherie Palmer
Sr. Water Resource Agent
Water Supply Bank Lead

Enclosures
Department Evaluation
JCH Engineering & Consulting PLLC Report
Rental Agreements (2)

c: Brian Inskeep -- 3089 W 1300 S, Aberdeen id 83210
James Cefalo -- Watermaster
Lyle Swank -- IDWR Eastern Region
Jason Helms -- JCH Engineering

7007 3020 0001 4043 3774

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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

no response received 4/4/14 cp

Palmer, Cherie

From: Palmer, Cherie
Sent: Tuesday, April 01, 2014 10:11 AM
To: Swank, Lyle
Cc: Cefalo, James
Subject: FW: Rental #4 Review Memo Template.docx
Attachments: PEP Farms #4 Rental Agreement.docx; pep_2014wsb_map_corrected_01272014.pdf; Rental #3 Review Memo Template.docx; PEP Farm #3 Rental Agreement.docx; DOC000.pdf; Rental #4 Review Memo Template.docx

Hello Lyle,

These two water supply bank rentals may become contested. Therefore, James has deferred water supply bank comments. Please let me know if you have any comments on the PEP rentals that I have prepared. I have included the injury analysis that PEP farms prepared as DOC000.pdf. I intend to mail these out by the end of the week unless I hear otherwise. Thank you.

Cherie

From: Palmer, Cherie
Sent: Tuesday, March 25, 2014 5:05 PM
To: Cefalo, James
Subject: Rental #4 Review Memo Template.docx

James,

Please see the attached memo that described a rental application for PEP Farms. This one had some neighbors complain about the rental and we believe the applicant has fully addressed their concerns. The neighbors will be given the opportunity to request a hearing if needed. Also, I am preparing the second application these guys filed that mimics a rental that they had last year as well. I will be sending that one over for comment soon. Thanks.

Cherie

APR 7 2014

Palmer, Cherie

From: Cefalo, James
Sent: Monday, March 31, 2014 7:18 PM
To: Palmer, Cherie
Subject: RE: The other PEP Farms Rental #3

Cherie,

Same response on this one. I will decline to provide watermaster comment because of the chance of being named the hearing officer.

James

From: Palmer, Cherie
Sent: Wednesday, March 26, 2014 2:12 PM
To: Cefalo, James
Subject: The other PEP Farms Rental

James,

Here is the other rental application for PEP. Please let me know if you want to see the protests and hydrology information PEP submitted.

Thanks,
Cherie

2014 04 01 10:10 AM
2014 04 01 10:10 AM

Palmer, Cherie

From: Cefalo, James
Sent: Monday, March 31, 2014 7:13 PM
To: Palmer, Cherie
Subject: RE: Rental #4 Review Memo Template.docx

Cherie,

If this does become a contested case, I would likely serve as the hearing officer. Therefore, I have decided to decline to provide a watermaster comment supporting or opposing this rental application. However, I would like to see the report provided by the applicant and the review memo prepared by Dennis Owsley about local well interference. I have spoken with Mr. Phillips about the ground water levels in the area and am interested in the analysis.

Thanks,

James

From: Palmer, Cherie
Sent: Tuesday, March 25, 2014 5:06 PM
To: Cefalo, James
Subject: Rental #4 Review Memo Template.docx

James,

Please see the attached memo that described a rental application for PEP Farms. This one had some neighbors complain about the rental and we believe the applicant has fully addressed their concerns. The neighbors will be given the opportunity to request a hearing if needed. Also, I am preparing the second application these guys filed that mimics a rental that they had last year as well. I will be sending that one over for comment soon. Thanks.

Cherie

30 APR 21 2014

Palmer, Cherie

From: PEP Farms [pepfarms@gmail.com]
Sent: Wednesday, March 26, 2014 5:07 PM
To: Palmer, Cherie
Subject: Re: Documentation of Ownership
Attachments: Reid Stewart Land Sale Documents 2012 Warranty Deed Pep.pdf

Cherie,

I have attached a copy of the warranty deed.

Thanks

On Wed, Mar 26, 2014 at 5:04 PM, Palmer, Cherie <Cherie.Palmer@idwr.idaho.gov> wrote:

Chris,

Thank you for taking my phone call today. Per our conversation, I can expect an email with a warranty deed attached by tomorrow. What I need documentation of, is that you own the land at your proposed place of use for the rental. I look forward to moving forward with your water supply bank applications. Thank you again for your attention to this matter.

Cherie Palmer, Sr. Water Resource Agent

Idaho Dept of Water Resources

Water Allocation Bureau

322 E. Front Street (Front St. & Broadway Ave)

Mail: PO BOX 83720 Boise, ID 83720-0098

email: cherie.palmer@idwr.idaho.gov

phone: (208) 287-4944

fax: (208) 287-6700

2014-03-27
APR 21 2014

--

WARRANTY DEED

THIS INDENTURE is made this 24 day of December, 2012, between **REID G. STEWART** and **HEIDI F. STEWART**, of 3100 West 1000 South, Aberdeen, ID 83210 ("Grantor"), and **PEP, LLC**, an Idaho limited liability company, of 1356 South 3000 West, Aberdeen, ID 83210 ("Grantee"):

Grantor, for valuable consideration, does by these presents, Grant, Bargain, Sell and Convey, and Confirm unto Grantee and its heirs or assigns forever, the following described premises in the County of Bingham, State of Idaho, bounded and more particularly described as follows, to-wit:

PARCEL 3:

TOWNSHIP 4 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO

SECTION 26: N $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPT BEGINNING AT A POINT 1,320 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 26, THENCE EAST 1,320 FEET; THENCE SOUTH 300 FEET; THENCE WEST 1000 FEET; THENCE N. 46°50'16" W. 438.63 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT AND RESERVING TO THE UNITED STATES ALL OIL AND GAS.

SECTION 27: SE $\frac{1}{4}$

SECTION 32: NE $\frac{1}{4}$

SECTION 33: N $\frac{1}{2}$

SECTION 34: E $\frac{1}{2}$; NW $\frac{1}{4}$, EXCEPT AND RESERVING TO THE UNITED STATES ALL OIL AND GAS; AND ALSO EXCEPTING A PARCEL OF LAND CONTAINING FIVE ACRES, MORE OR LESS AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORDER OF SECTION 34, THENCE NORTH 530 FEET; THENCE WEST 245 FEET; THENCE SOUTHWESTERLY 385 FEET TO A POINT 530 FEET WEST AND 245 FEET NORTH OF SAID POINT OF BEGINNING, THENCE SOUTH 245 FEET, THENCE EAST 530 FEET TO THE POINT OF BEGINNING.

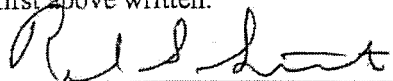
Containing 1,230 acres, more or less; together with the following described personal property: all irrigation equipment, well head, pump, and main line, but excluding the water rights associated with Idaho Department of Water Resources License No. 35-13608 having a priority date of September 5, 1972.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

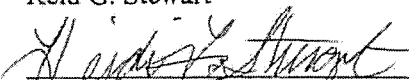
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs or assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year

first above written.


Reid G. Stewart

Dated: 12-24-12


Heidi F. Stewart

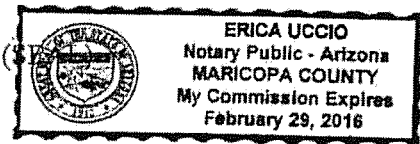
Dated: 12-24-12

APR 24 2013

STATE OF ARIZONA)
County of Maricopa)^{SS}

On this 24th day of December, 2012, before me, the undersigned Notary Public in and for said County and State, personally appeared **REID G. STEWART** and **HEIDI F. STEWART**, known or identified to me to be the persons who executed the foregoing instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that they executed the same as husband and wife.

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



Erica Uccio

NOTARY PUBLIC for Arizona
Residing at: 41830 N. Gavilan Peak PKWY
Commission Expires: Feb 29 2016

MEMORANDUM

To: Right(s) 29-14012, 29-14016, 29-14054, 29-14055, 29-14056, 45-2746

From: Cherie Palmer

Date: March 25, 2014

Re: Review & Analysis of PEP Farms Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: The applicant would like to rent water just as they did last year. The applicant requested a 5 year rental. However, only a one year rental can be authorized because of the availability of some of the water rights the applicant identified.

AUTHORITY TO FILE: Chris Pratt of PEP Farms is a partner according to the IDSOS and is authorized to file this rental. Jason Helms is the consultant and has submitted modeling and hydrology analysis.

The taxlot data shows that the Stewarts own the POU. I received a copy of a deed from PEP Farms reflecting ownership of the POU.

WATER RIGHT VALIDITY: All the water rights associated with this rental are valid leased water rights. The water rights are available for rental as described in the rental application.

INJURY TO OTHER WATER RIGHTS: There was a complaint against this application that caused the applicant to provide hydrology data that proved this rental would not impact area wells. The hydrology section of IDWR reviewed the data and is in agreement with the applicant that this application will not cause a significant impact. Please see the analysis completed by Dennis Owsley.

ENLARGEMENT OF USE: This application was modeled and the ESPA transfer spreadsheet shows no mitigation is required for this rental. Michele Edl confirmed the conclusion that the consultant reached.

LOCAL PUBLIC INTEREST: This application along with a second application (that proposes to rent water to the east of the rental POU of this rental) are of interest to three parties, Bart Wride, Brian Inskeep and Carl Phillips. The protestants will have an opportunity to request a hearing pursuant to rule 42-1701A if they are not satisfied with the conclusion of the Department.

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

DEPARTMENT STAFF OR WATERMASTER COMMENTS: In short, there are no immediate concerns with this application. Please see attached memos for watermaster and region comment.

PAID
3/31/14

Palmer, Cherie

From: Jason Helms [jasoncivil@alumni.nd.edu]
Sent: Tuesday, March 25, 2014 5:44 PM
To: Palmer, Cherie
Subject: Re: PEP rentals
Attachments: pep_corrected-rental-03252014.pdf

I understand.

Attached corrected map showing the proposed use for 2014.

Thanks,
Jason

On Tue, Mar 25, 2014 at 5:00 PM, Palmer, Cherie <Cherie.Palmer@idwr.idaho.gov> wrote:

Jason,

Thank you for your email. I am sorry to say that I can't authorize that change in your existing application. Extensive review, based on one point of diversion located in the NE1/4 of Sec. 34., was completed in order to respond to three protestants of PEP's application.

If you must change the application by adding a point of diversion, please withdrawal your existing application and re-file. Alternatively, I can approve this application minus 35 acres which you could apply for separately. If you choose to proceed as described in this paragraph, in either case, you would be at the back of the "processing line" where water right availability could not be guaranteed.

Please let me know how you would like to proceed.

*Cherie Palmer, Sr. Water Resource Agent
Idaho Dept of Water Resources
Water Allocation Bureau
322 E. Front Street (Front St. & Broadway Ave)
Mail: PO BOX 83720 Boise, ID 83720-0098
email: cherie.palmer@idwr.idaho.gov*

*phone: (208) 287-4944
fax: (208) 287-6700*

APR 29 2014

From: Jason Helms [mailto:jasoncivil@alumni.nd.edu]

Sent: Tuesday, March 25, 2014 4:28 PM

To: Palmer, Cherie

Subject: PEP rentals

Hi Cherie,

Would it be at all possible to authorize 372.2 acres from that well and the remaining 35 acres for use in the NENE of Section 28 from another well in the SW 1/4 of Section 27 located about 3/4 mile to the northwest? That well was associated with a different application that was returned but the use of that water for the NENE of section 28 would be ideal. It is in the same ESPA model cell. That was an issue I meant to address sooner but the protests on the rentals pushed it out of my mind. (attached map of proposal).

Let me know what you think. Thanks,

Jason C. Helms, P.E.

(208) 308-2109

MEMO

State of Idaho

Department of Water Resources

322 E Front Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700

Date: March 11, 2014
To: Water Right File
From: Dennis Owsley 
cc: Cherie Palmer and Sean Vincent
Subject: PEP, LLC Water Supply Bank Rental

An addendum for a water supply bank rental in the name of PEP, LLC was submitted to the Department by JCH Engineers. The addendum addressed the concerns of potential impacts to nearby water users. The addendum includes a drawdown analysis for various distances from the pumping wells and a discussion of the aquifer properties used in the analysis.

Data used to estimate hydraulic properties in this area are generally lacking. The majority of the driller's reports in the area do not provide aquifer test results, or if the well was tested, drawdown data is not reported. This is due in part to the highly transmissive nature of the aquifer and the fact that wells that produce from the aquifer experience relatively small amounts of drawdown.

JCH Engineers used data from three step-drawdown aquifer tests reported on driller's reports to estimate aquifer transmissivity. IDWR conducted an additional search for aquifer test data in the area, only to find two additional tests (with drawdown data) reported. Analysis of the two additional tests identified by the Department resulted in an average transmissivity value of 57,500 ft²/day. The addendum report used a transmissivity of 59,000 ft²/day, which is the average estimate for the three aquifer tests reviewed by JCH Engineers. Therefore, it appears the transmissivity value used in the analysis is representative of local conditions.

For comparison purposes, aquifer properties from the Enhanced Snake Plain Aquifer Model (ESPAM) were reviewed in the area of the application. The average transmissivity for the 12 model cells surrounding the project area is 2,714,597 ft²/day, significantly higher than the values calculated using pump test data. As mentioned in the addendum, the ESPA model is of regional scale and may not represent local conditions. A conservative approach to estimating local impacts from pumping would be to use the lower transmissivity values derived from local pump test data rather than the values from the ESPA model.

The aquifer storage coefficient is another important aquifer property for the calculation of drawdown using the Theis solution. JCH Engineers assumed a storage coefficient of 0.2. This storage coefficient of

APR 11 2014

0.2 is significantly higher than the average for nearby cells in the ESPAM (0.012). However, storage coefficients for the entire ESPA model range from 0.01 to 0.3, so the assumed value of 0.2 appears reasonable.

Using the aquifer properties derived from the ESPA model, the Theis solution was used to calculate drawdown at various distances to compare with the drawdown estimates provided by JCH Engineers. A pumping rate of 7.15 cfs (3,020 AFA) was assumed along with a pumping duration (213 days) that is representative of a single irrigation season (April through October). The calculated drawdown using the assumed aquifer properties was approximately 0.2 feet at a distance of ½ mile from the pumping wells, significantly less than the JCH Engineers estimate 2 feet.

In conclusion, the drawdown analysis performed by JCH Engineers is a conservative estimate of potential impacts from pumping. The drawdown estimated by JCH Engineers is higher than what would have been predicted using hydraulic properties from the ESPA model and it appropriately uses the best available information.

APR 21 2014



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

February 18, 2014

RECEIVED
FEB 21 2014
DEPARTMENT OF
WATER RESOURCES

Pamela Skaggs
Idaho Department of Water Resources
322 East Front Street, P.O. Box 83720
Boise, ID 83720-0098

JCH Engineering & Consulting, PLLC

6755 N. Albert Lane
Idaho Falls, ID 83401
(208) 308-2109
jasoncivil@alumni.nd.edu

Re: Addendum in support of PEP, LLC applications for Water Supply Bank rental

Dear Pam:

Please find attached a report evaluating the local water table impacts of the PEP, LLC rental applications for 2014. This report provides an estimate of maximum local water table impacts associated with the rentals in addition to local well logs and USGS water table monitoring data in the area of the proposed rentals. If you have any questions about the report or would like any additional analysis please let me know.

Thanks,



Jason C. Helms, P.E.

Attachments: PEP, LLC Addendum Report(Estimate of Local Aquifer Impacts)

cc: Brian Patton (Idaho Water Resource Board Acting Administrator)
Chris Pratt (PEP, LLC)

2
APR 21 2014

PEP, LLC Addendum in support of Water Supply Bank Rental (Estimate of Local Aquifer Impacts)

General Information

Water Supply Bank applications for rental by PEP, LLC meet Eastern Snake Plain Aquifer (ESPA) transient impact limitations for permanent water right transfers within the ESPA; however, the Idaho Department of Water Resources (IDWR) has received several protests by local water users concerned about the impacts to existing water rights. IDWR has requested additional information as a similar rental was approved in 2013 and the protestants allege possible injury to existing water rights. The PEP, LLC rental application for 2014 seeks to divert the water rights listed below in **Table 1** from two existing wells located within Township 4 South, Range 30 East Sections 33 and 34 as shown on **Attachment #1** which also shows the locations of possible protestant existing water right well locations.

Water Right	Priority	Extg. POD	Rental Diversion [cfs]	Rental Volume [acre-ft]	Rental Acres [ac]
29-13892	10/28/1953	6S,33E-1	0.42	93.2	23.0
29-14013	8/19/1952	6S,34E-3	2.25	651.2	162.8
29-2395	2/28/1958	6S,34E-1	1.26	520.0	130.0
36-2684	3/2/1967	7S,25E-28	0.23	80.0	20.0
35-8001A	10/26/1981	2N,36E-13	0.10	20.0	5.0
43-13595	5/4/1978	10S,26E-2	0.74	179.5	44.9
43-13597	5/23/1962	10S,26E-2	0.13	86.1	21.5
Rental #1		4S,30E-34	5.00	1630.0	407.2
29-14012	8/19/1952	6S,34E-3	1.83	488.8	122.2
29-14016	1/17/1966	6S,34E-3	1.76	449.2	127.4
29-14054	12/31/1974	6S,34E-3	1.01	337.6	84.3
29-14055	6/20/1961	6S,34E-3	0.09	18.1	4.5
29-14056	10/26/1966	6S,34E-3	0.06	13.1	3.4
45-2746	5/9/1966	10S,23E-19	0.21	84.0	22.5
Rental #2		4S,30E-33	4.81	1390.7	364.3

Table 1: PEP, LLC Proposed Water Right Rentals (2014)

This addendum seeks to provide a reasonable estimate of the peak and following year residual water table impacts to the local aquifer associated with the rental diversions. The relative increase associated with a 2-year rental and residual impacts after the rental period ends is also considered. Primary sources of information used in preparation of this report are previous studies referenced at the end of this report in addition to available well driller's logs from the IDWR and United States Geological Survey (USGS) ground water level information available from the National Water Information System.

ESPA Interconnectivity

The ground water diverted at the existing points of diversion is directly tributary to the Eastern Snake River Plain Aquifer (ESPA) and an analysis was prepared demonstrating transient impacts to the surface water flows in the Snake River meet requirements for acceptable water right transfer impacts within the ESPA. The ground water rights are selected from multiple surface water basins which serves to off-set river reach impacts. The ESPA model was calibrated to mimic the performance of the aquifer on a regional scale; however it does not specifically address local impacts which may result when diversions are transferred within the regional aquifer system.

Multiple private and governmental studies have recognized the interconnection of the ground water and surface water resource within the ESPA beyond the limits of the surface water basin boundaries indicated by individual water rights. The beneficial impacts generated by the non-use of the leased water rights require relatively longer time spans beyond the scope of this local study and those benefits are represented in the ESPA transfer spreadsheet analysis previously submitted. There are additional beneficial impacts also not included in this study representing the aggregate result of a functional Water Supply Bank system itself allowing rental and protected non-use within the ESPA including many water rights which are not rented anywhere.

Local USGS Monitoring Well Data

Attachment #2 shows the general location of the proposed rentals with respect to USGS water level monitoring wells and historical well drilling logs that included pumping tests. The USGS monitoring wells include two wells with extended data collection periods from 1951 through April of 2013 (04S31E-20BBB1 and 05S30E-20BBA1). **Attachment #3** shows water level monitoring data adjusted to the reported

ground surface elevation of the well head for the period of record and for the most recent 10 years. According to the local USGS data, the water table in the local area has experienced an overall decline of approximately 10 feet over the period of record, of which some portion is likely the result of infiltration surcharge from canal system development in the first half of the century. A more detailed look at the most recent data over the last 10 years indicates the water table in this area has stabilized, although seasonal variation from the annual impacts of irrigation diversions in the local area is apparent.

Local Well Pumping Test Data

Also shown on Attachment #2 are several large diversion rate pumping tests which were performed during historical well construction in the vicinity of the proposed rental. These tests were used to estimate the aquifer hydraulic conductivity based on conservation principles according to unsteady pumping conditions and assuming unconfined flow conditions within a homogenous aquifer. **Attachment #4** summarizes the large diversion tests in the vicinity and the selected and estimated aquifer parameters associated with those tests. A storage coefficient of 0.2 was selected to reflect the percentage of void space within the fractured basalt. A base aquifer thickness of 500 ft was selected to account for the potentially sluggish vertical connectivity which would naturally result from the horizontal layering of sedimentary materials interbedding the volcanic basalt deposits of the Snake River group. Published studies conclude a total aquifer thickness in this area of possibly several thousand feet, however; such thickness is not specifically supported by the local data and results in a reduced estimate of hydraulic conductivity equally at odds with previous studies. The resulting average calculated hydraulic conductivity of 118 ft per day and corresponding transmissivity of 59,000 ft² per day appears reasonable based on the local drilling logs and should provide a conservative estimate of local impacts for administrative purposes.

Calculated Water Table Impacts of 2013-2014 Rental

The water table impacts resulting from the proposed rental were calculated using superposition of the transient Theis solution of ground water flow for each of the two wells assuming the full authorized rental volume was pumped continuously throughout the irrigation season from April 1 through October 31 and was entirely consumed. The maximum water table impacts likely to occur at the end of the season are shown for

each well on **Attachment #5**. According to the analysis, the combined impacts may approach 2 feet at the nearest neighboring well located approximately 1/2 mile away. **Attachment #6** shows the expected peak water table impacts at the end of the second rental season assuming 2 consecutive years of rental use. The combined residual water table impacts at the end of the following season one year after the rentals have ended are shown on **Attachment #7**. The residual impacts of the combined rentals are calculated to be less than six tenths of a foot nearby and less than two tenths of a foot at distances over 3 miles from the proposed rentals.

Conclusion

According to the results of the analysis, the combined water table impacts of the PEP, LLC rentals at the nearest protestant well peak near 2 feet for a single season rental and increase further to approximately 2.25 feet for a 2 year consecutive rental. The combined residual impacts recede to approximately 6 inches at a point in time 1 year after the rental diversions have ceased. The rental utilizes existing water rights for beneficial irrigation use in the public interest and approval of the rental application seem reasonable for shared use of the resource in accordance with the priority of the water rights and does not appear to prevent other water users from exercising their existing water rights. Existing monitoring wells are in place to monitor and evaluate the actual local impacts of the proposed water use and the use is not permanent allowing additional review as necessary for any future rentals. Evaluation of recently released 2013 National Agricultural Imagery Program aerial photos indicates irrigation on rental tracts was within the authorized limits of the 2013 rental approvals and further evidence of compliance can be determined by well power use records at the rental points of diversion.

List of Attachments:

- Attachment #1: Map: Proposed Rental and Protestant Well Locations
- Attachment #2: Map: Local Observation Wells & Well Drilling Pumping Tests
- Attachment #3: Charts: Local USGS Monitoring Well Water Level Data
- Attachment #4: Local Well Test Details & Estimated Aquifer Properties (5ppg)
- Attachment #5: Map: Proposed Rental and Protestant Well Locations
- Attachment #6: Chart: Estimated Peak Water Table Impacts (1-yr Rental)
- Attachment #7: Chart: Estimated Peak Water Table Impacts (2-yr Rental)
- Attachment #8: Chart: Estimated Residual Impacts (1 yr after 2-yr Rental)

References:

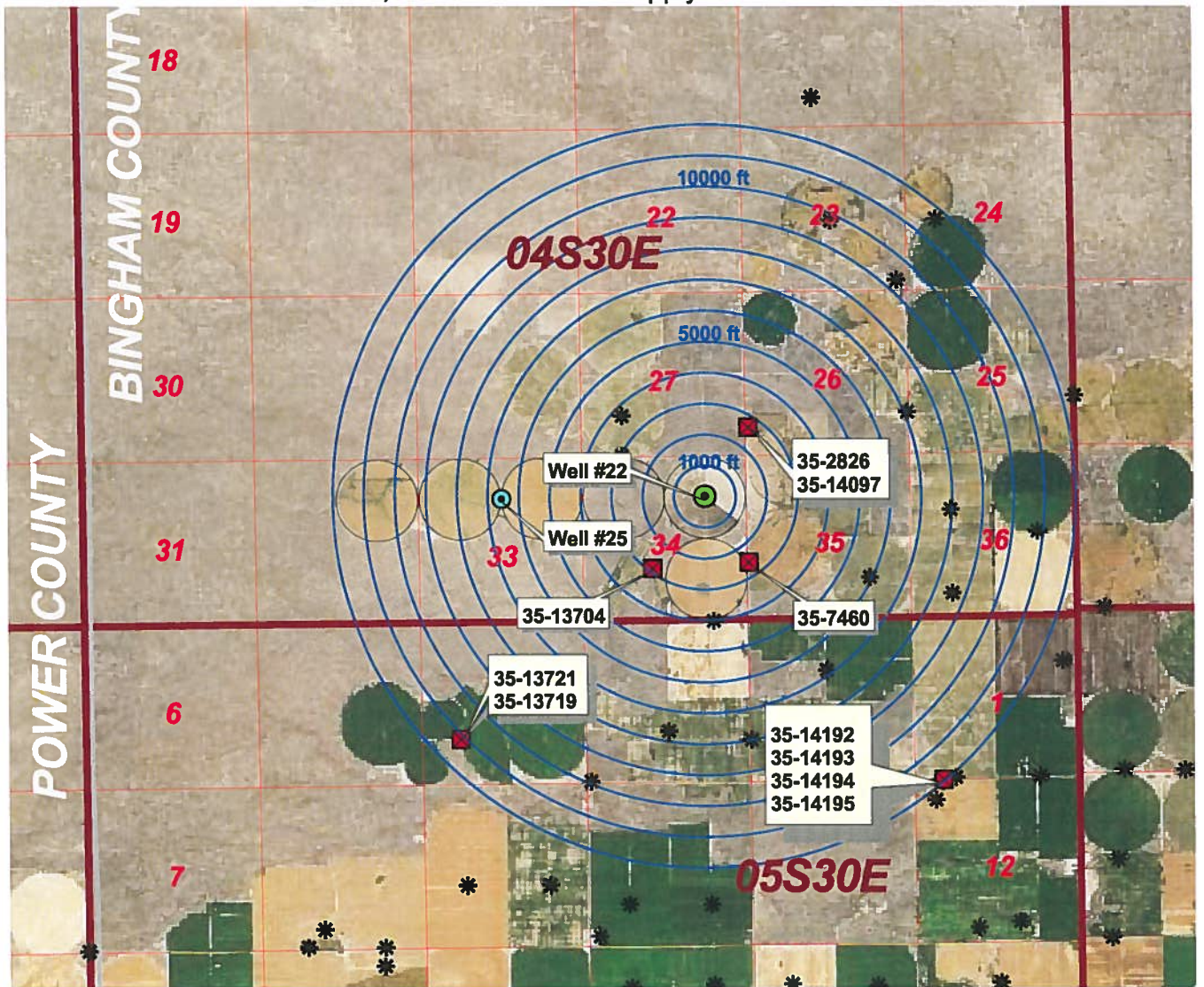
Garabedian, S.P., 1992, *Hydrology and digital simulation of the regional aquifer system, eastern Snake River Plain, Idaho*: U.S. Geological Survey Professional Paper 1408-F, 102 p., 10 pls. (Also available at <http://pubs.usgs.gov/pp/1408f/>.)

Lindholm, G.F., 1996, *Summary of the Snake River Plain Regional Aquifer-System Analysis in Idaho and Eastern Oregon* U.S. Geological Survey Professional Paper 1408-A, 68 p., 1 pls.

U.S. Geological Survey, 2013c, *National Water Information System—Web interface*, USGS water data for Idaho: U.S. Geological Survey database, accessed February 7, 2014, at <http://waterdata.usgs.gov/id/nwis/nwis>.

Whitehead, R.L., 1992, *Geohydrologic framework of the Snake River Plain regional aquifer system, Idaho and eastern Oregon*: U.S. Geological Survey Professional Paper 1408-B, 32 p., 6 pls.

PEP, LLC 2014 Water Supply Bank Rental



JCH - 2/17/2014

2013 NAIP Aerial Photo



Scale: 1 inch = 1 mile

- | | |
|---|--|
| PEP, LLC Rental Place of Use | Range Ring (1,000 ft interval) |
| ● PEP, LLC Well #22 | County Boundaries |
| ● PEP, LLC Well #25 | Township & Range |
| ■ Protestant Water Rights | Sections |
| * Other Existing Water Rights | |

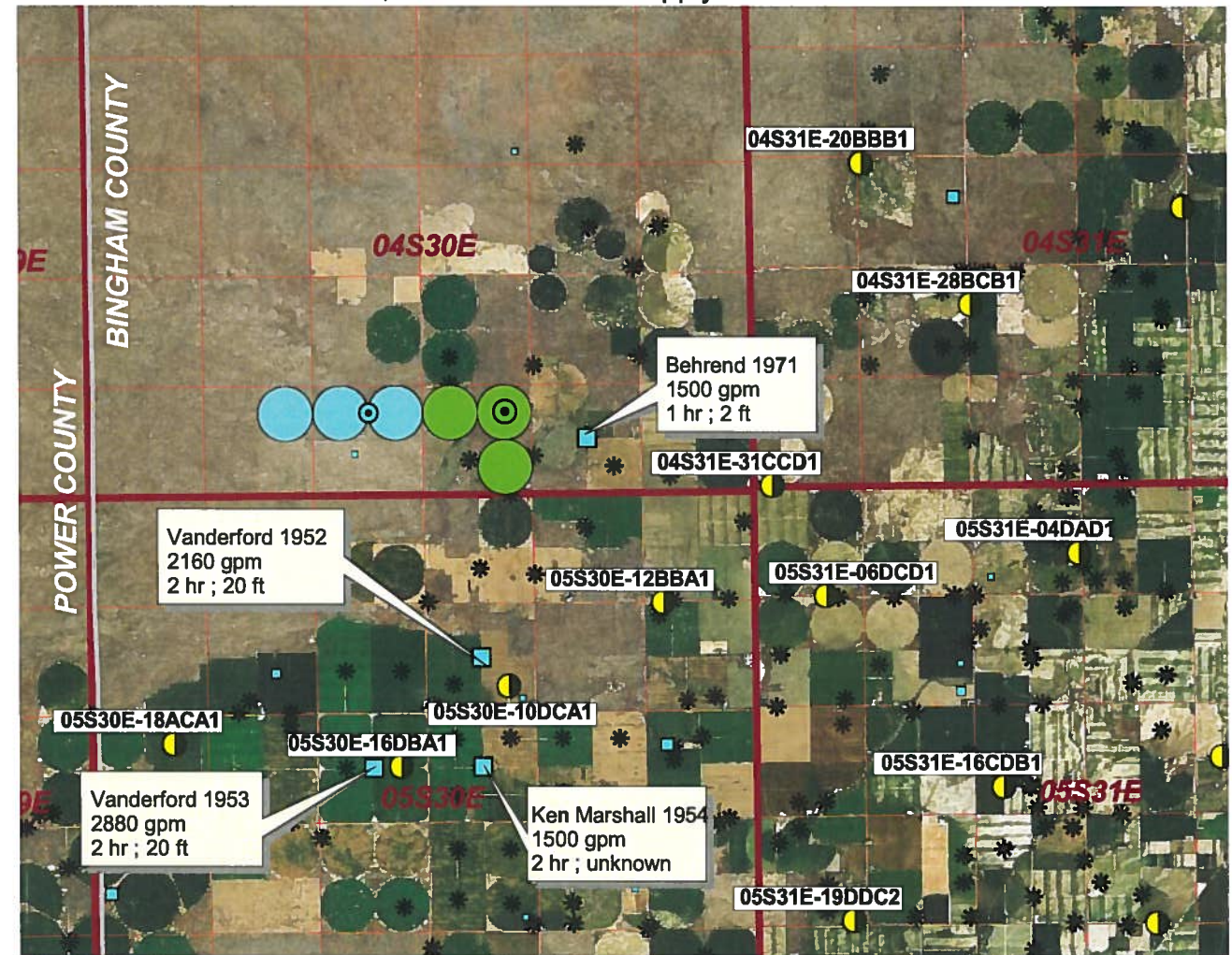


Attachment #1

Proposed Rental & Protestant Well Locations

APR 21 2014

PEP, LLC 2014 Water Supply Bank Rental



JCH - 2/17/2014

2011 NAIP Aerial Photo



PEP, LLC Proposed rental points of diversion and place of use

- Well #22
- Well #25
- Well #22 (364.3 ac, 1,390.7 ac-ft)
- Well #25 (407.2 ac, 1,630.0 ac-ft)
- Township & Range
- Sections

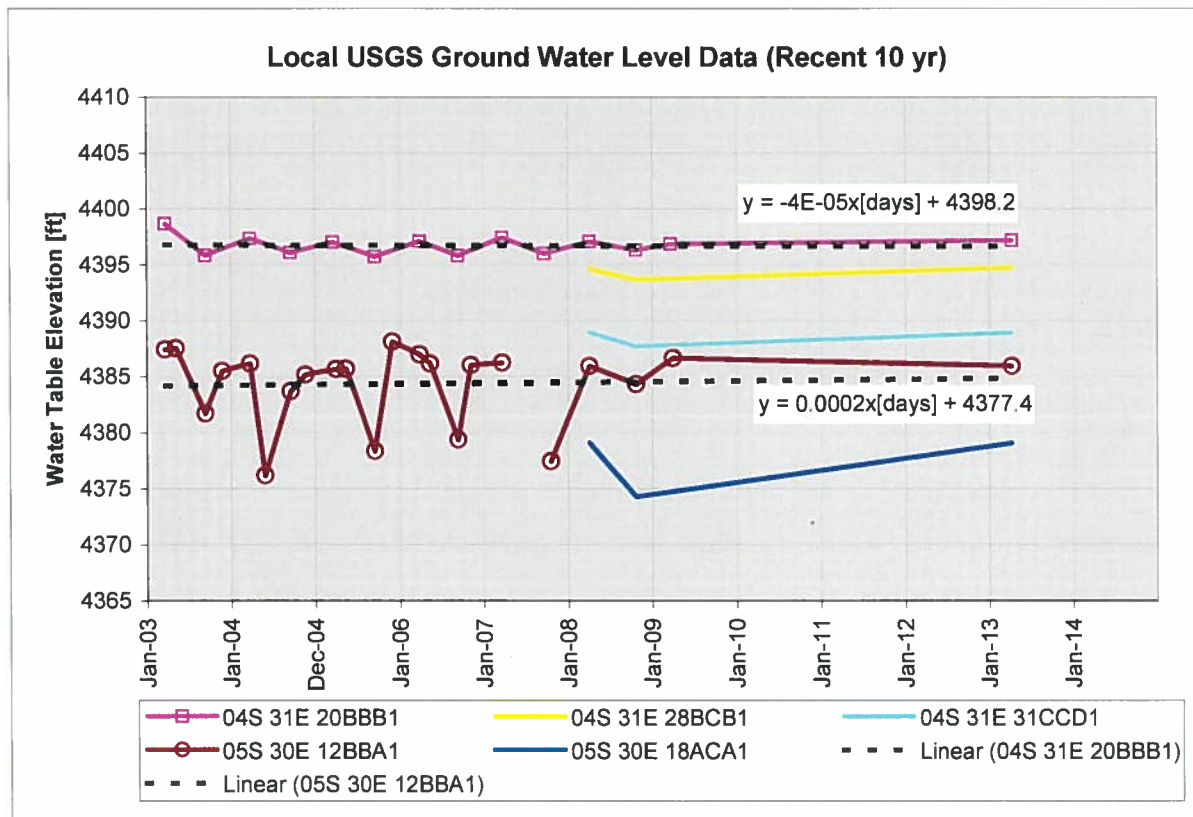
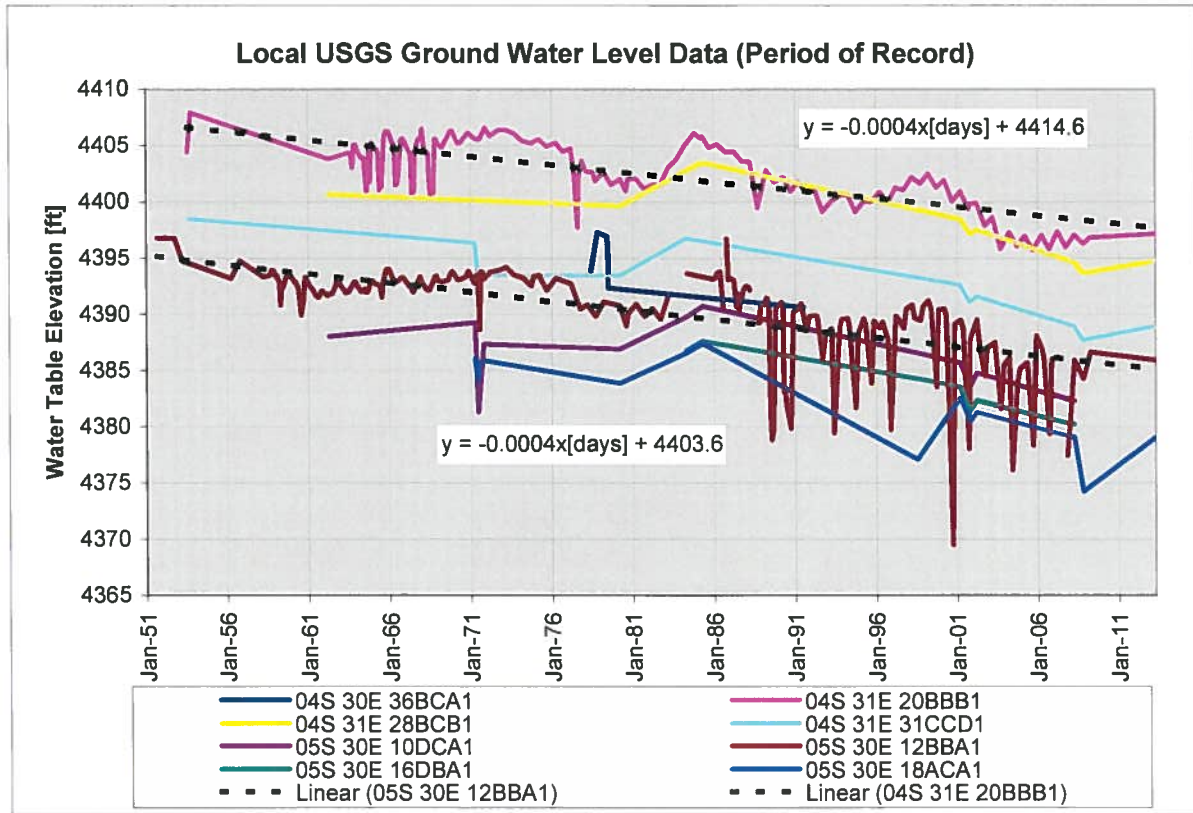
Local Pumping Tests

- 2 - 50 gpm
- 50 - 100 gpm
- 100 - 300 gpm
- 300 - 999 gpm
- 1000 - 3000 gpm
- Existing USGS Observation Wells
- Existing Water Right Points of Diversion

Attachment #2

Local Observation Wells & Well Drilling Pumping Tests

APR 21 2014



JCH - 2/17/2014

Attachment #3

Local USGS Monitoring Well Water Level Data

APR 21 2015

PEP, LLC Water Supply Bank Rental

Local Hydraulic Conductivity Estimate

Prepared by: Jason C. Helms, P.E.

Date: 2/17/2014

Project: PEP, LLC Water Supply Bank Rental 2014

Scale: 1:100k, 5 miles

Location: Twp. 4S, Rng. 30E, Sections 33,34

Drilling Log Well Owner	Test Diversion Rate [gpm]	Test Duration [hr]	Initial Water Level [ft]	Final Water Level [ft]	Drawdown = $h_0 - h$ [ft]	Aquifer Thickness = B [ft]	Well Diameter = $2 \cdot r_0$ [ft]
Charles Behrend	1500	1	175	177	2	500	1.3
T.S. Vanderford #1	2160	2	162	182	20	500	1.3
T.S. Vanderford #2	2880	2	230	250	20	500	1.7

	Radius = r_0 [ft]	Storativity = S [ft ³ /ft ³]	Transmissivity = T = KB [ft ² /day]	Time = t [days]	$u = r_0^2 S / (4Tt)$	Well Function = W(u)	Estimated K^* [ft/day]
Charles Behrend	0.67	0.20	136397	0.04	3.91E-06	11.87	273
T.S. Vanderford #1	0.67	0.20	17386	0.08	1.53E-05	10.51	35
T.S. Vanderford #2	0.83	0.20	22794	0.08	1.83E-05	10.33	46

$$K^* = Q \cdot W(u) / (4\pi \cdot (h_0 - h))$$

Average Hydraulic Conductivity (K): 118 ft/day
 Aquifer Thickness (B): 500 ft
 Corresponding Transmissivity (T=KB): 58,859 ft²/day

Attachment #4

Local Well Test Details & Estimated Aquifer Properties

481103

WELL DRILLER'S REPORT

State law requires that this report be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well.

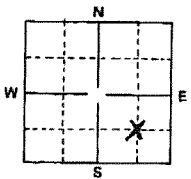
1. WELL OWNER 17040206
Name Charles Behrend
Address Aberdeen Idaho 83210
Owner's Permit No. none

2. NATURE OF WORK
☒ New well ☐ Deepened ☐ Replacement
☐ Abandoned (describe method of abandoning)

3. PROPOSED USE
☐ Domestic ☒ Irrigation ☐ Test
☐ Municipal ☐ Industrial ☐ Stock

4. METHOD DRILLED
☒ Cable ☐ Rotary ☐ Dug ☐ Other

5. WELL CONSTRUCTION
Diameter of hole 16" inches Total depth 305 feet
Casing schedule: ☐ Steel ☐ Concrete
Thickness _____ inches Diameter _____ inches From _____ feet To _____ feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
Was a packer or seal used? ☐ Yes ☒ No
Perforated? ☐ Yes ☒ No
How perforated? ☐ Factory ☐ Knife ☐ Torch
Size of perforation _____ inches by _____ inches
Number _____ From _____ To _____
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
Well screen installed? ☐ Yes ☒ No
Manufacturer's name _____
Type _____ Model No. _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Gravel packed? ☐ Yes ☒ No Size of gravel _____
Placed from _____ feet to _____ feet
Surface seal? ☒ Yes ☐ No To what depth 20 feet
Material used in seal ☒ Cement grout ☐ Puddling clay

6. LOCATION OF WELL
Sketch map location must agree with written location.

County Bingham
Center $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, T. 4 S., R. 30 E.

7. WATER LEVEL
Static water level 175 feet below land surface
Flowing? ☐ Yes ☐ No G.P.M. flow _____
Temperature _____ ° F. Quality _____
Artesian closed-in pressure _____ p.s.i.
Controlled by ☐ Valve ☐ Cap ☐ Plug

8. WELL TEST DATA
☐ Pump ☐ Bailor ☐ Other
Discharge G.P.M. 1500 Draw Down 2' Hours Pumped 1 hr

9. LITHOLOGIC LOG 032890
Hole Diam. Depth Material Water Yes No
16" 0 6 Top Soil Clay ✓
16" 6 60 Broken Basalt ✓
16" 60 65 Clay ✓
16" 65 100 Gray Broken Lava ✓
16" 100 110 Broken Brown Lava ✓
16" 110 115 Gray Lava Broken ✓
16" 115 160 Gray Lava Hard ✓
16" 160 165 " " Broken ✓
16" 165 170 Brown Lava Cinder ✓
16" 170 175 Broken Brown Lava ✓
16" 175 200 Black Lava Broken ✓
16" 200 210 Hard Black Lava ✓
16" 210 225 Broken Black Lava ✓
16" 225 235 Red Broken Lava ✓
16" 235 268 Brown Broken Lava ✓
16" 268 305 Broken Lava ✓

10. Work started July 6, 1971 finished Aug 10 1971

11. DRILLER'S CERTIFICATION (1251)
This well was drilled under my supervision and this report is true to the best of my knowledge.
Driller's or Firm's Name Paul Vollmer & Son Number 67
Address Box 176 Aberdeen Idaho
Signed By Paul Vollmer Jr Date Nov 8, 1971

USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE, BLUE, AND PINK COPIES TO THE DEPARTMENT

WELL LOG AND REPORT TO THE STATE RECLAMATION ENGINEER OF IDAHO

35740

Log No. _____
 Rec. _____, 19____
 Well No. 2
 Permit No. 24045

(DO NOT FILL IN)

17040206

Owner T. S. VANDERFORD Driller PAUL VOLLMER
 Address Aberdeen, Idaho Address Aberdeen, Idaho Lic. No. _____
 Location of Well: Sec. 10, T. 6 N/S, R. 30 E Blaine County.
 and _____ feet N/S, and _____ feet E/W from _____ corner of _____ 1/4 Sec.
 Water will be used for Irrigation Total depth of well 240'
 Size of drilled hole 160-20" 160 to 240 16" Weight of casing per linear foot _____
 Thickness of casing 1" Casing material Black rolled pipe
e.g., pipe, concrete, wood.
 Diameter, length and location of casing 24" diameter, 4' long, Top of Well.
(Casing 12" in diameter and under give inside diameter; casing over 12" in diameter give outside diameter.)
 Number and size of perforations None located _____ feet to _____ feet
 from surface of ground.
 Other perforations: _____
 If flowing well, give flow in c.f.s. _____ or g.p.m. _____ and shut in pressure _____
 If non-flowing well, give depth of standing water from surface 188'
 If flowing well, describe control works _____
(Type and size of valve, etc.)
 On pumping test delivery was 2160 g.p.m. or _____ c.f.s. Drawdown was 20' feet
 Length of time pumped during check was 2 hr. _____ min. Water temp. 52 ° Fahrenheit.
 Date of commencement of well 12-28-52 Date of completion of well 2-15-53
 Type of well rig Key stone 50

CASING RECORD

Diam. Casing	From Feet	To Feet	Length	"Remarks" — Seals, Grouting, Etc.

GENERAL INFORMATION — Pumping Test, Quality of Water, Etc.

SW 5.10 5538E

STANDARD
FORM NO. 1

1304

APR 21 1953

[illegible]

This well was drilled under my jurisdiction and the above information is true and correct to the best of my knowledge and belief.

Signed PAUL VOLLNER

By [Tina Turner](#) and [David Byrne](#) [Follow](#)

Dated 16, March, 19 54. License No. _____

Subscribed and sworn before me this 16 day of March, 19 54

CALVIN MOSER
Notary Public

My commission expires March 11, 1959 Aberdeen, Idaho
(SEAL) Residing at

CRANE
IDAM
JOURNAL

WELL LOG AND REPORT TO THE STATE RECLAMATION ENGINEER OF IDAHO

Log No. _____
Rec. _____, 19____
Well No. 4
Permit No. G-24046

(DO NOT FILL IN)

17040206
Owner T. S. VANDERFORD Driller PAUL VOLLMER 35734
Address Aberdeen, Idaho Address Aberdeen, Idaho Lic. No. _____
Location of Well: Section 16, T. 5 N/S, R. 30 E/W Blaine County.
and _____ feet N/S, and _____ feet E/W from _____ corner of _____ 1/4 _____ 1/4 Sec. _____
Water will be used for irrigation Total depth of well 265
Size of drilled hole 16" hole Reamed to 20" Weight of casing per linear foot _____
Thickness of casing 1/4" Casing material Black Rolled Pipe
e.g., pipe, concrete, wood.
Diameter, length and location of casing 24" Diameter 5' Long, Top of well
(Casing 12" in diameter and under give inside diameter; casing over 12" in diameter give outside diameter.)
Number and size of perforations None located _____ feet to _____ feet
from surface of ground.
Other perforations: _____
If flowing well, give flow in c.f.s. _____ or g.p.m. _____ and shut in pressure _____
If non-flowing well, give depth of standing water from surface 230
If flowing well, describe control works _____
(Type and size of valve, etc.)
On pumping test delivery was 2880 g.p.m. or _____ c.f.s. Drawdown was 20' feet
Length of time pumped during check was 2 hr. _____ min. Water temp. 52 ° Fahrenheit.
Date of commencement of well 3-9-53 Date of completion of well 3-8-53
Type of well rig Key stone 50A

CASING RECORD

Diam. Casing	From Feet	To Feet	Length	"Remarks" — Seals, Grouting, Etc.

GENERAL INFORMATION — Pumping Test, Quality of Water, Etc.

W² S. 16 55 30 E

STATE
ENGINEER
IDAHO

(1313)

1/2

APR 21 1953

[illegible]

This well was drilled under my jurisdiction and the above information is true and correct to the best of my knowledge and belief.

By

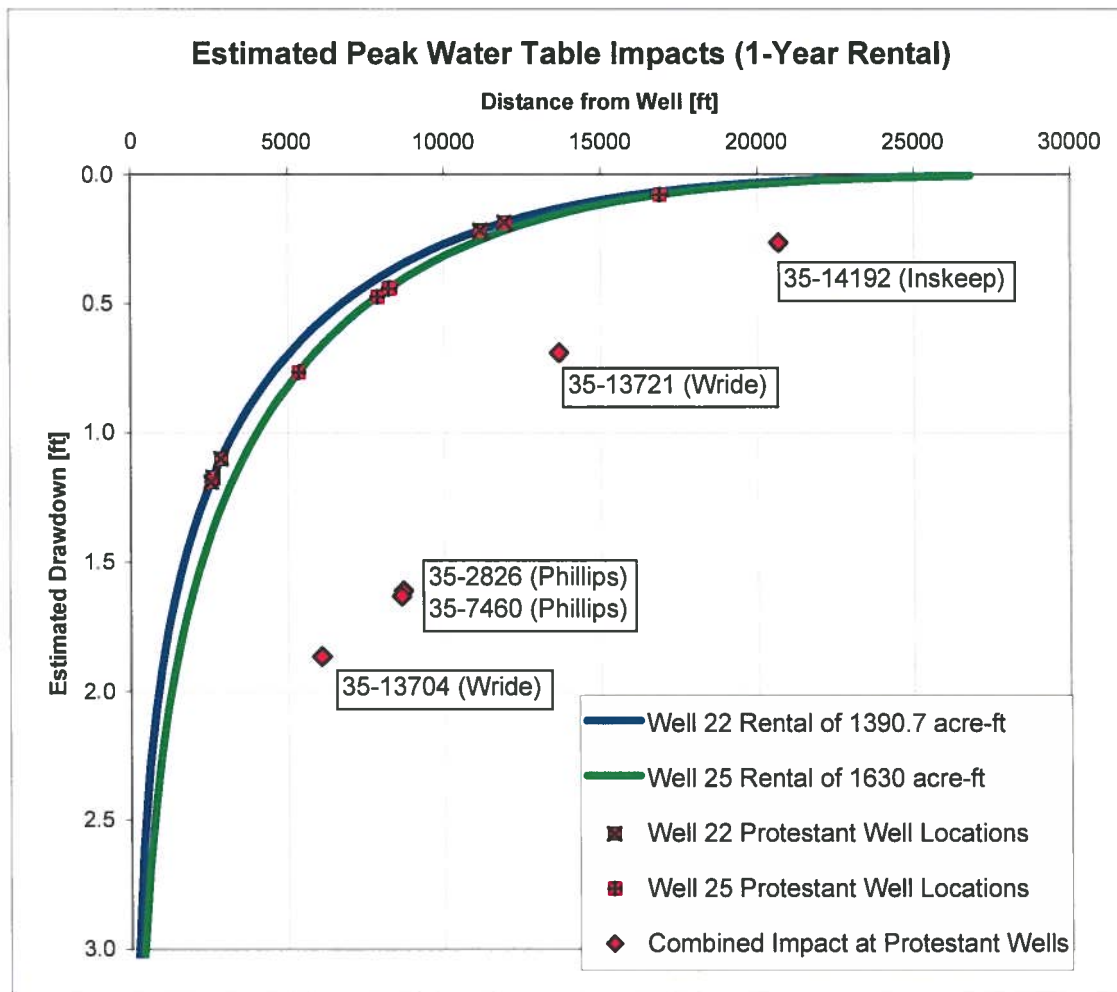
License No. _____

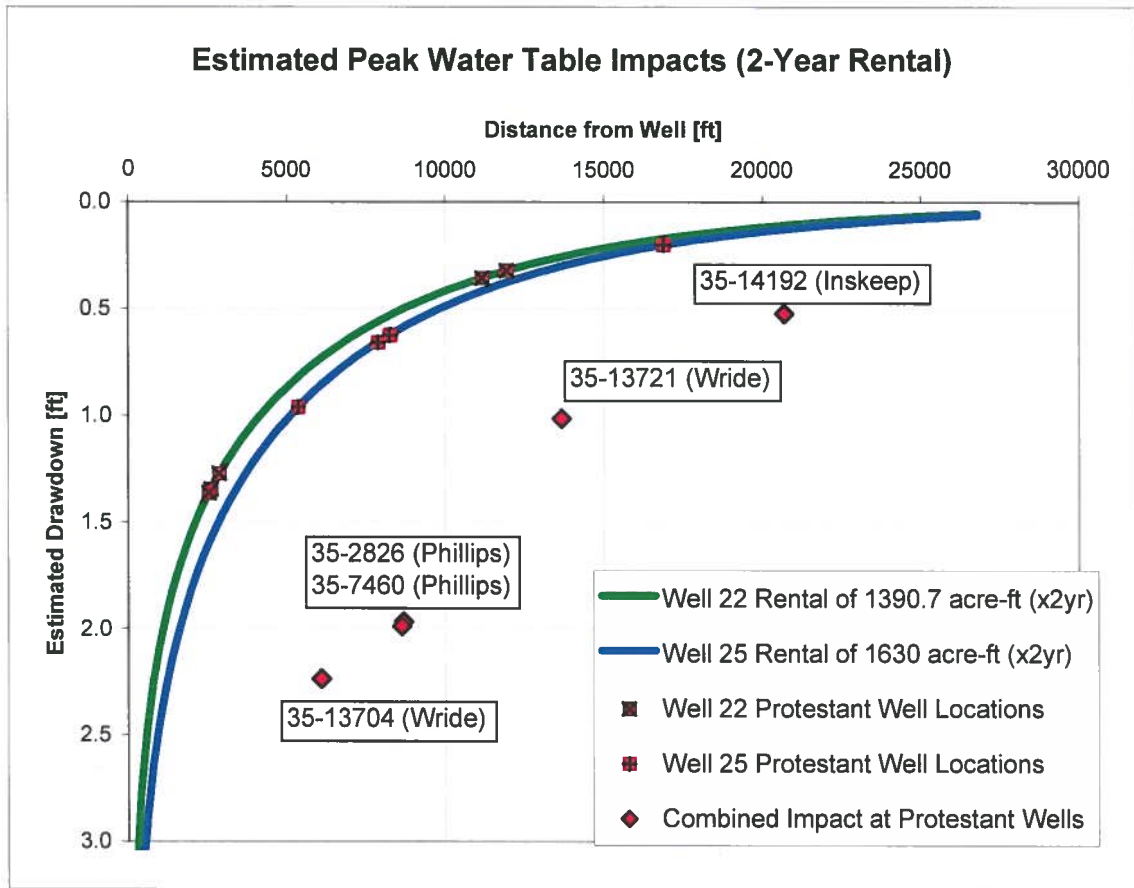
Subscribed and sworn before me this 16 day of March, 19 54.

CALVIN MOSER
Notary Public

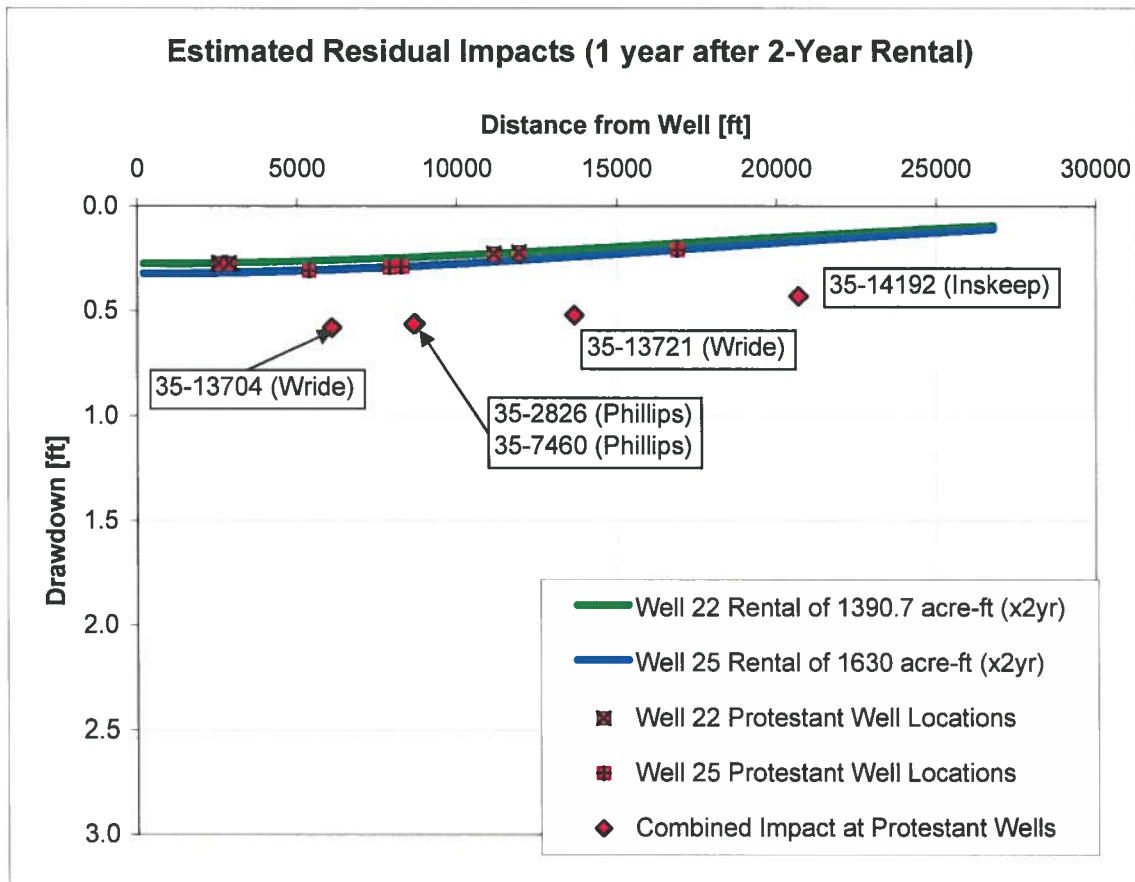
My commission expires March 11, 1959 Aberdeen, Idaho
(SEAL) Residing at

SECRET
EVALUATION
/ 17 11 88





APR 21 2014





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

February 12, 2014

PEP FARMS PARTNERSHIP
1356 S 3000 W
ABERDEEN ID 83210

RE: Application to Rent Water

Dear Applicant:

On March 21, 2013, the Idaho Department of Water Resources (IDWR) received your four Water Supply Bank Rental Applications for the 2014 irrigation season. Pursuant to the applications, the proposed points of diversion are within the Eastern Snake Plain Aquifer (ESPA). The purpose of this letter is to summarize the items still required before your applications can be processed. At this point we would also like to notify you of the potential for curtailment of water rights in the ESPA.

The four applications that you submitted can be divided into two categories; those with ESPA modeling and those without ESPA modeling.

The two rental applications that contained ESPA modeling have been reviewed and appears to be sufficient. However, before the proposed rentals can be fully evaluated, IDWR must have your analysis to show how the rental of water, as proposed in all four of your applications, will not cause injury to nearby water users. This information is **due by February 21, 2014** per previous correspondence from our office.

The two rental applications that did not contain ESPA modeling cannot be reviewed until you identify specific water rights to fulfill your proposed rental. Please identify water right(s) which may satisfy your proposed rental and provide the required ESPA modeling. For your reference, I have attached a list of ESPA water rights that are leased into the bank.

ESPA water rights leased to the Water Supply Bank are in high demand, and the irrigation season is approaching fast. Because others could potentially use the water that you are proposing to use, **you must submit a satisfactory rental proposal by February 21, 2014**. If an acceptable response is not received within the time allotted, your application will be returned to you unprocessed.

In addition, the Department recently completed preliminary curtailment predictions based on water supply conditions in the ESPA.

Page 2
February 12, 2014
PEP Farms Partnership

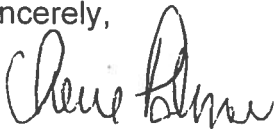
There is a 50% chance that no curtailment will be required in 2014, however there is a 30% chance that some ground water rights with priority dates junior to May 31, 1989 may be curtailed.

If the predicted runoff is the same as in 2001, the lowest runoff water year since 1981, ground water rights with priority dates junior to September 23, 1974 may be subject to curtailment. All curtailment predictions assume that no mitigation water is provided by junior ground water users. A map showing the location of the curtailment area and a list of ground water rights within the curtailment area junior to September 23, 1974 may be accessed from the Department's website: www.idwr.idaho.gov (see **ESPA 2014 Curtailment Warning Notice** under the **What's New** tab).

Please note that all rented water rights remain subject to priority date curtailment. Water Supply Bank Rental Agreements include a condition that **the Director of IDWR may terminate a diversion of water if he determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.** Remittance of the fee for rental of a water right does not guarantee delivery of the full volume under a rented water right if the Director is required to issue a curtailment order.

Please contact me at (208) 287-4944 if you have any questions regarding this matter.

Sincerely,



Cherie Palmer, Sr. Water Resource Agent
Water Allocation Bureau

C: Jason Helms-JCH Engineering & Consulting PLLC
(delivered via email)

MEMORANDUM

Date: January 30, 2014

To: Water Right Files: 29-2395, 29-13892, 29-14012, 29-14013, 29-14016, 29-14054, 29-14055, 29-14056, 35-8001A, 36-2684, 43-13595, 43-13597, 45-2746

From: Michele Edl

Re: review of **corrected** modeling for PEP LLC 2014 WSB applications 3 & 4

Jason Helms submitted corrected ESPA modeling runs on behalf of PEP LLC's 4 applications to rent water from the WSB for the 2014 irrigation season. The modeling and attachments were provided to me electronically.

This memo summarizes my review of the modeling and precedes the full analysis of the applications.

Only 2 of the applications were modeled. Those two applications have the place-of-use in sections 27, 32, 33, and 34 in Twp 4 S Rge 30 E. The corrected modeling satisfies the requirement for modeling of the impact to the ESPA. No mitigation is required for a 2014 rental of the 13 rights listed and modeled for these two applications.

I understand from Mr. Helms that PEP Farms purchased the property last year but our taxlot information shows Reid and Heidi Stewart as the owners.

Some of the water rights listed on application and modeled by Mr. Helms had not yet been accepted into the WSB for 2014 at the time of this memo.

Based on a January 27, 2014 phone conversation with Jason Helms, I also understand that PEP Farms submitted the other 2 applications with the expectation that the Department might be able to locate appropriate rights to satisfy the rental request.

At the time of my review, the department had not received a hard copy of the modeling results or the attachments. Nor had we insisted on being provided one. I received the entire package electronically. Technical information in spreadsheet form cannot be adequately reviewed in a paper-only version. However, without a companion paper copy of the electronic materials, the water right files could not be populated. The print-outs of the modeling spreadsheet are my renditions of Mr. Helms work.

Modeled Results From ESRA Transfer Spreadsheet															
29-14012_etal															
Enter First Time Step of Transfer: SPR 2012															
Match: 192 Match: 456															
Preexisting Effects @ SS (Last Time Step): AIR HSS SINB MBIN NIM DWIB BTS TS TSM M MRB Total 9.21 11.05 101.70 309.17 9.92 11.73 4.33 2.73 0.30 2.53 0.10 482.77 Total Effects without Transfer - Last Timesep															
Steady State - Value of Dep. @ Last Time Step: 9.20 11.04 101.66 309.03 9.87 11.63 4.30 2.71 0.30 2.51 0.10 462.33 Total Effects with Transfer - Last Time Step															
Preexisting Effects @ Transient State (Max Value Timesep): 9.21 11.05 101.70 309.17 9.92 11.73 4.33 2.73 0.30 2.53 0.10 482.77 Total Effects without Transfer - Correlates to Max Value from Total Effects with Transfer															
Transient State - Max. Value of Dep. After Transfer: 9.20 11.04 101.66 309.03 9.87 11.63 4.30 2.71 0.30 2.51 0.10 462.33 Total Effects with Transfer - Max Value from Start of Transfer to Last Time Step															
Steady State Change: -0.01 -0.01 -0.04 -0.15 -0.06 -0.10 -0.04 -0.02 0.00 -0.02 0.00															
Transient State Change: -0.01 -0.01 -0.04 -0.15 -0.06 -0.10 -0.04 -0.02 0.00 -0.02 0.00															
Modeled Results From ESRA Transfer Spreadsheet															
29-14013_etal															
Enter First Time Step of Transfer: SPR 2012															
Match: 192 Match: 456															
Preexisting Effects @ SS (Last Time Step): AIR HSS SINB MBIN NIM DWIB BTS TS TSM M MRB Total 5.25 6.39 54.60 162.67 6.60 7.74 2.98 1.89 0.21 1.79 0.07 250.18 Total Effects without Transfer - Last Timesep															
Steady State - Value of Dep. @ Last Time Step: 5.25 6.39 54.60 162.66 6.59 7.73 2.98 1.89 0.21 1.79 0.07 250.14 Total Effects with Transfer - Last Time Step															
Preexisting Effects @ Transient State (Max Value Timesep): 5.25 6.39 54.60 162.67 6.60 7.74 2.98 1.89 0.21 1.79 0.07 250.18 Total Effects without Transfer - Correlates to Max Value from Total Effects with Transfer															
Transient State - Max. Value of Dep. After Transfer: 5.25 6.39 54.60 162.66 6.59 7.73 2.98 1.89 0.21 1.79 0.07 250.14 Total Effects with Transfer - Max Value from Start of Transfer to Last Time Step															
Steady State Change: 0.00 0.00 0.00 -0.01 0.00 -0.01 0.00 0.00 0.00 0.00 0.00															
Transient State Change: 0.00 0.00 0.00 -0.01 0.00 -0.01 0.00 0.00 0.00 0.00 0.00															
Modeled Results From ESRA Transfer Spreadsheet															
29-13892_etal															
Enter First Time Step of Transfer: SPR 2012															
Match: 192 Match: 456															
Preexisting Effects @ SS (Last Time Step): AIR HSS SINB MBIN NIM DWIB BTS TS TSM M MRB Total 4.91 5.87 53.97 162.02 41.29 12.92 4.94 3.13 0.34 2.95 0.11 292.39 Total Effects without Transfer - Last Timesep															
Steady State - Value of Dep. @ Last Time Step: 4.90 5.86 53.87 161.87 41.23 12.82 4.90 3.11 0.34 2.93 0.11 291.94 Total Effects with Transfer - Last Time Step															
Preexisting Effects @ Transient State (Max Value Timesep): 4.91 5.87 53.97 162.02 41.29 12.92 4.94 3.13 0.34 2.95 0.11 292.39 Total Effects without Transfer - Correlates to Max Value from Total Effects with Transfer															
Transient State - Max. Value of Dep. After Transfer: 4.90 5.86 53.87 171.57 41.23 12.82 4.90 3.11 0.34 2.93 0.11 301.65 Total Effects with Transfer - Max Value from Start of Transfer to Last Time Step															
Steady State Change: -0.01 -0.01 -0.05 -0.15 -0.06 -0.10 -0.03 -0.02 0.00 -0.02 0.00															
Transient State Change: -0.01 -0.01 -0.05 -0.15 -0.06 -0.10 -0.03 -0.02 0.00 -0.02 0.00															

Edl, Michele

From: Jason Helms [jasoncivil@alumni.nd.edu]
Sent: Tuesday, January 28, 2014 12:11 AM
To: Edl, Michele
Subject: PEP rental correction
Attachments: pep_2014wsb_map_corrected_01272014.pdf; PEP_LLC_Rentalrequest-2014
_corrected01272014.xls; PEP_Rental_Well_Locations.zip

Hi Michele,

Please find attached corrected rental application spreadsheet, map and shapefile locating the wells for the proposed rental. You are correct, the third model run should go to the well in 77,105.

The well locations from Chris Pratt are as follows:

well 25 in sec 33	43.034583, -112.957175
well 22 in sec 34	43.034593, -112.932563

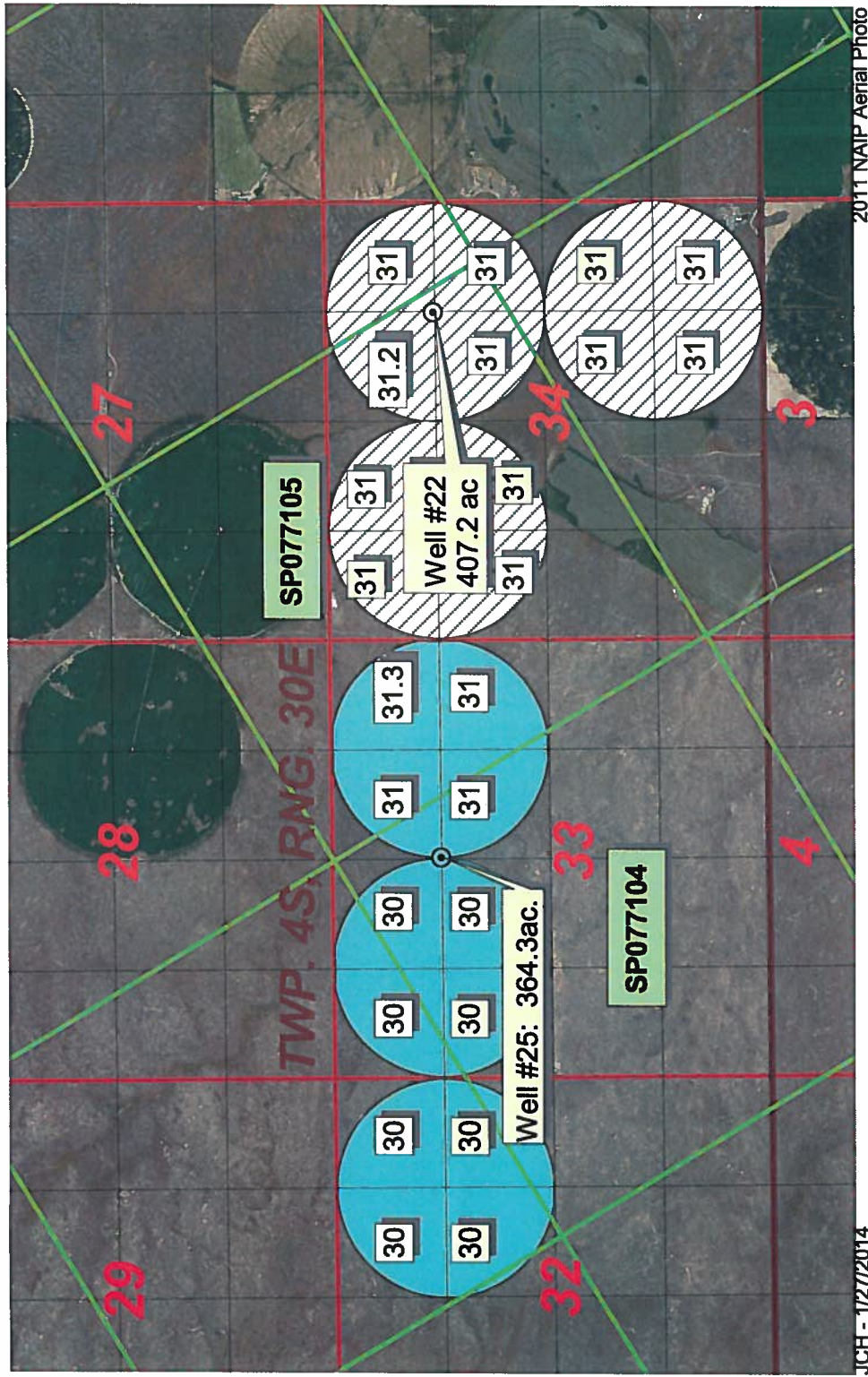
Thanks,

Jason C. Helms, P.E.
JCH Engineering & Consulting, PLLC
(208) 308-2109

Water Right	Owner	Priority	Lease Begin Date	Lease End Date	Extg. POD	Extg. ESPA Model Cell	Proposed Rental Diversio Rate [cfs]	Proposed Rental Diversio Volume [afa]	Proposed Rental Place of Use [ac]
29-13892	Rowland	10/28/1953	3/21/2012	12/31/2016	6S,33E-1	SP094118	0.42	93.2	23.0
29-14013	City of Chubbuck	8/19/1952	9/13/2012	12/31/2014	6S,34E-3	SP094118	2.25	651.2	162.8
29-2395	Hart	2/28/1958	3/18/2013	12/31/2015	6S,34E-1	SP097124	1.26	520.0	130.0
36-2684	Grant	3/2/1967	5/4/2004	11/15/2014	7S,25E-28	SP076071	0.23	80.0	20.0
35-8001A	Mc Kinley	10/26/1981	1/13/2012	12/31/2016	2N,36E-13	SP068155	0.10	20.0	5.0
43-13595	Ward Land & Livestock	5/4/1978	7/20/1995	indefinite	10S,26E-2	SP091069	0.74	179.5	44.9
43-13597	Ward Land & Livestock	5/23/1962	7/20/1995	indefinite	10S,26E-2	SP091069	0.13	86.1	21.5
Comb. Limits							0.74	265.6	66.4
							5.00	1630.0	407.2
29-14012	City of Chubbuck	8/19/1952	9/13/2012	12/31/2014	6S,34E-3	SP096122	1.83	488.8	122.2
29-14016	City of Chubbuck	1/17/1966	1/15/2012	12/31/2014	6S,34E-3	SP096122	1.76	449.2	127.4
29-14054	City of Chubbuck	12/31/1974	1/1/2014	12/31/2014	6S,34E-3	SP096122	1.01	337.6	84.3
29-14055	City of Chubbuck	6/20/1961	1/1/2014	12/31/2014	6S,34E-3	SP096122	0.09	18.1	4.5
29-14056	City of Chubbuck	10/26/1966	1/1/2014	12/31/2014	6S,34E-3	SP096122	0.06	13.1	3.4
Comb. Limits							1.01	368.7	92.2
45-2746	J R Simplot Co	5/9/1966	5/20/2005	12/31/2016	10S,23E-19	SP084050	0.21	84.0	22.5
							4.81	1390.7	364.3
							9.81	3020.7	771.5

Model	LEASED Diversión Rate [cfs]	LEASED Diversión Volume [afa]	LEASED Place of Use [ac]	RENTED Diversión Rate [cfs]	RENTED Diversión Volume [afa]	RENTED Place of Use [ac]	AVAILABLE Diversión Rate [cfs]	AVAILABLE Diversión Volume [afa]	AVAILABLE Place of Use [ac]
29-13892_etal	0.42	93.2	23.4	0.00	0.0	0.0	0.42	93.20	23.40
29-14013_etal	2.25	651.2	162.8	0.00	0.0	0.0	2.25	651.20	162.80
29-13892_etal	2.82	1148.0	287.0	1.22	488.8	18.2	1.60	659.20	268.80
29-14013_etal	0.54	189.2	47.3	0.25	96.4	21.8	0.29	92.80	25.50
29-14013_etal	0.10	20.0	5.0	0.00	0.0	0.0	0.10	20.00	5.00
29-13892_etal	5.00	1209.6	302.4	2.70	641.6	160.4	2.30	568.00	142.00
29-13892_etal	0.89	580.4	145.1	0.46	304.4	76.1	0.43	276.00	69.00
	5.00	1790.0	447.5	3.14	946.0	236.5	1.86	844.00	211.00
	10.49	3682.40	920.70	4.36	1434.80	254.70	6.13	2247.60	666.00
29-14012_etal	1.83	488.8	122.2	0.00	0.0	0.0	1.83	488.80	122.20
29-14012_etal	1.76	449.2	127.4	0.00	0.0	0.0	1.76	449.20	127.40
29-14012_etal	1.47	491.4	122.7	0.46	153.8	38.4	1.01	337.61	84.30
29-14012_etal	0.13	26.3	6.6	0.04	8.2	2.1	0.09	18.07	4.53
29-14012_etal	0.09	19.0	4.9	0.03	5.9	1.5	0.06	13.05	3.37
	1.47	536.7	134.2	0.46	168.0	42.0	1.01	368.73	92.20
29-14012_etal	2.00	798.5	214.3	0.00	0.0	0.0	2.00	798.50	214.30
	8.75	2809.9	732.3	0.99	335.9	84.0	7.76	2473.96	648.30

AVAILABLE MINUS PROPOSED Diverion Rate [cfs]	AVAILABLE MINUS PROPOSED Diverion Volume [afaf]	AVAILABLE MINUS PROPOSED Place of Use [ac]	TOTAL RENTAL FEE	LESSOR PORTION	IDWR PORTION
0.00	0.00	0.40	\$1,584.40	\$1,425.96	\$158.44
0.00	0.00	0.00	\$11,070.40	\$9,963.36	\$1,107.04
0.34	139.20	138.80	\$8,840.00	\$7,956.00	\$884.00
0.06	12.80	5.50	\$1,360.00	\$1,224.00	\$136.00
0.00	0.00	0.00	\$340.00	\$306.00	\$34.00
1.56	388.50	97.10	\$3,051.50	\$2,746.35	\$305.15
0.30	189.90	47.50	\$1,463.70	\$1,317.33	\$146.37
1.12	578.40	144.60	\$4,515.20	\$4,063.68	\$451.52
1.13	617.60	258.80	\$27,710.00	\$24,939.00	\$2,771.00
0.00	0.00	0.00	\$8,309.60	\$7,478.64	\$830.96
0.00	0.00	0.00	\$7,636.40	\$6,872.76	\$763.64
0.00	0.00	0.00	\$5,739.35	\$5,165.41	\$573.93
0.00	0.00	0.00	\$307.17	\$276.46	\$30.72
0.00	0.00	0.00	\$221.91	\$199.72	\$22.19
0.00	0.00	0.00	\$6,268.43	\$5,641.59	\$626.84
1.79	714.50	191.80	\$1,428.00	\$1,285.20	\$142.80
2.95	1083.23	284.00	\$23,642.43	\$21,278.19	\$2,364.24
			\$51,352.43	\$46,217.19	\$5,135.24



0.25 0 0.25 0.5 0.75 Miles



- PEP, LLC Proposed Rental Irrigation Area
- Well #22 (407.2 ac.)
 - Well #25 (364.3 ac)
- ESPA Model Grid
- Township & Range
 - Sections
 - 40's



PEP, LLC Proposed 2014 Water Supply Bank Rental

Edl, Michele

From: Edl, Michele
Sent: Monday, January 27, 2014 6:50 PM
To: 'Jason Helms'
Subject: appology and clarification 2014 PEP Water Supply Bank Rental

Jason,

First, let me I apologize for not recognizing soon enough in our conversation that we were not talking apples to apples; that you were not seeing what I was seeing.

I know that I overheated unnecessarily. Please forgive me.

Second, I do not have the privilege of seeing what you submitted last year. I can only review what has been placed in front of me. So you may have to repeat yourself.

Lastly, the data entry for the modeling (see spreadsheet tabs 29-14012_etal, 29-14013_etal and 29-13892_etal) does not match the PEP_Rental_Summary tab. The data entry for modeling of the group-1 water rights totals them at 3.32 cfs, 751.2 af and 187.8 ac. In contrast, your spreadsheet shows that the 7, group-1 rights should total 5 cfs, 1630 af and 407 ac. Only 3 of the 7 rights that you intended to go to the well in 77/105 appear to have been data entered that way.

The key is the spreadsheet tab labeled 29-13892_etal. There are several choices on that data entry that did not coincide with my understanding of the water rights. (ie the From2 cell address, incorrect trimesters for ending or/ and resuming use.) But most importantly, I believe you meant to have these 4 rights go to the well in 77/105. Instead you have them going to the well in 77/104.

Let's talk again after you have a chance to look at your spreadsheet.

Sincerely,

Michele
208-287-4946

Edl, Michele

From: Jason Helms [jasoncivil@alumni.nd.edu]
Sent: Monday, January 27, 2014 3:22 PM
To: Edl, Michele
Subject: Re: FW: 2014 PEP Water Supply Bank Rental

Thanks Michelle,

I am hoping we can work together to develop these rentals for the 2014 season although I am worried our phone conversation seemed unnecessarily adversarial.

Your e-mail of last week indicated a problem with the model cell selection and resumed use associated with water rights 43-13595 and 43-13597. I simply used the same model cells which have been used in previous applications and if you prefer a different model cell I am not opposed to appropriate changes. Similarly with the resumption date - I used the same data as previously accepted applications and I am not opposed to appropriate changes. I am also using the proposed diversion locations which were approved previously.

I see that the final ESPA analyses and spreadsheet values are slightly different from the values shown on the map. The map shows 364 acres in ESPA cell (77,104) and 407 acres in ESPA cell (77,105). The spreadsheet takes precedence in every case and I will correct the map showing the 364.3 acres in ESPA cell (77,104) and 407.2 acres in ESPA cell (77,105).

I spoke with Chris Pratt of PEP Farms and he confirmed the two wells did belong to Reid Stewart previously but they purchased the property last year. He will provide the ownership documents and GPS location of the diversions.

I did receive a copy of the protests from Pam Skaggs and plan to address the concerns of the protestants in terms of estimated aquifer properties and localized water table impacts.

Thanks for your assistance and I look forward to talking with you again very soon.

Jason

On Mon, Jan 27, 2014 at 1:29 PM, Edl, Michele <Michele.Edl@idwr.idaho.gov> wrote:

Dear Jason,

I suspect that a major component of our mutual problem is that you can't see what I have in front of me. You should recognize two of the attachments.

I am forwarding back to you, the spreadsheet and map from earlier this month.

I have also attached the scanned first page of each of 4 applications to rent water from the water supply bank provided to us by Chris Pratt.

I have been assigned to review the modeling for these 4 applications. You appear to have modeled applications 3 and 4 for the 2014 season. I have no modeling for applications 1 and 2. Therefore, this discussion is relevant to applications 3 and 4 only.

Application 3

The intended 'To Well'; (well # 25 on your map), is located in ESPA cell 77/104. You are aware that an approved water supply bank rental application does not authorize drilling a new well. Reid Stewart's water right 35-13272 shows a point of diversion at 4S 30E sec 33, nominally located in the SW NE. This is the only information I have which confirms that a well exists. According to the our taxlot information Reid and Heidi Stewart own the property.

This well has been modeled to accept water from both the 29-14012_etal group and the 29-13892_etal group. The modeling is inconsistent with both application 3 and with the labeled acres on your map.

Application 4

The intended 'To Well'; (well # 22 on your map) is located in ESPA cell 77/105. Information from Reid Stewart's water rights portfolio indicates that there is a well at 4S 30E sec 34, nominally located in the NE quarter. This is the only information I have which confirms that a well exists. Application 4 places this well in 4S 30E sec 34 NESWNE. However, your map places it in the SENWNE.

According to the our taxlot information Reid and Heidi Stewart own the property.

This well has been modeled to accept water from the 29-14013_etal group only. The modeling is inconsistent with application 4 and with the labeled acres on your map.

Based on our phone conversation this morning, I understand that you will be able to review the submittals and make any needed changes within a short time frame. Therefore, please review your ESPA modeling and respond back to me within 14 days. If I don't receive modeling which is representative of applications 3 and 4, I will return them to Mr. Pratt, unprocessed.

If you have not already done so, I recommend that you consult with your client. IDWR received a complaint related to the water use in this area by PEP LLC. during 2013. By now you should have received a copy of a letter from Pam Skaggs to PEP Farms requesting information to address possible injury to neighboring water users. These water supply bank applications will be subject to additional review and close scrutiny. The documents provided to IDWR so far do not represent you or PEP LLC as well as they could.

Sincerely,

Michele

Edl, Michele

From: Edl, Michele
Sent: Friday, January 24, 2014 1:51 PM
To: 'jasoncivil@alumni.nd.edu'
Subject: PEP LLC modeling 29-13892_etal

Jason,

I have been assigned to review your modeling for the 2014 PEP LLC water supply bank rental applications.

Today I am looking at the modeling for 29-13892_etal and I am not following some of your choices.

I see that you model water rights **43-13595** and **43-13597** as originating in grid cell 91/69 and resuming use in 2015.

That is not consistent with the well address I find or with the length of time that I understand these rights will be in the bank.

Would you please review the parameters that you used to model this group?

I am not allowed to work comp or overtime this week so I need to leave but let's plan on a discussion of this group

Monday

Thank you.

Michele Edl
287-4946

Pam,

I'm forwarding the modeling info from Jason Helms for PEP farms.

Shelley

From: Jason Helms [<mailto:jasoncivil@alumni.nd.edu>]
Sent: Friday, January 10, 2014 3:25 PM
To: Keen, Shelley
Subject: Fwd: 2014 PEP Water Supply Bank Rental

Hi Shelley,

Could you drop a note and let me know the best way to move these water bank applications forward?

Thanks,

Jason

----- Forwarded message -----

From: **Jason Helms** <jasoncivil@alumni.nd.edu>
Date: Wed, Dec 11, 2013 at 1:23 PM
Subject: 2014 PEP Water Supply Bank Rental
To: Shelley Keen <Shelley.Keen@idwr.idaho.gov>

Hi Shelley,

Please find attached a spreadsheet showing the proposed rental for PEP, LLC for the 2014 irrigation season.

Several water rights were due for release at the end of this year so I have deleted those and I have added several new water rights that were recently transferred to the City of Chubbuck and will be applying for lease to the water supply bank for 2014.

Let me know if there is anything else you need to get these set for the coming year.

Thanks,

* This attachment was corrected
and can now be found
attached to an email from
Jason Helms 1/28/2014



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

January 21, 2014

PEP FARMS PARTNERSHIP
CHRIS PRATT
1356 S 3000 W
ABERDEEN ID 83210

**RE: ADDITIONAL INFORMATION REQUEST FOR PROCESSING APPLICATION TO
RENT WATER FROM THE WATER SUPPLY BANK**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

Your applications to rent water for the 2014 irrigation season received in March of 2013 are currently being processed. Staff are beginning to review each proposal and evaluate the Eastern Snake Plain Aquifer (ESPA) modeling recently submitted by your consultant. Any concerns or need for additional information will be communicated quickly to efficiently process these complex applications.

We have some concerns that must be addressed while standard review and processing continues. The Idaho Water Resource Board (IWRB) received a complaint regarding your 2013 rental agreements in Sections 32, 33 and 34, Township 04S, R30E. The complaint suggested injury to the property owner's well on land adjacent to the rental place of use. I have enclosed copies of documents related to the complaint, including the IWRB response.

For proposed rentals, Rule 30.01 of the Water Supply Bank Rules (IDAPA 37.02.03) states, in part:

The Director will evaluate applications with respect to the purposes of Rule 1, as to whether there will be injury to other water rights, whether the proposal would constitute an enlargement of the water right, whether the water will be put to a beneficial use, whether the water supply available from applicable rights in the Board's water supply bank is sufficient for the use intended, and whether the proposal is in the local public interest.

Because your current applications propose irrigation in the same general area as last year, the Department must evaluate the injury concerns before addressing your 2014 rental request. Please address possible injury concerns by providing information demonstrating that the proposed rentals will not cause injury in the manner alleged in the complaint.

Submit your comments and any documentation you want considered in review of your applications within 30 days of the date of this letter or the applications will be returned.

If you have questions regarding this matter, please contact me at 287-4951.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Skaggs". The signature is fluid and elegant, with the first name "Pamela" and last name "Skaggs" clearly distinguishable.

Pamela Skaggs
Water Rights Supervisor

c: Jason Helms – JCH Engineering & Consulting PLLC

Enclosures



IDAHO WATER RESOURCE BOARD

January 21, 2014

C.L. "Butch" Otter
Governor

MR BART WRIDE
3166 W 1300 S
ABERDEEN ID 83210

Roger W. Chase
Chairman
Pocatello
District 4

Dear Mr. Wride:

Peter Van Der Meulen
Vice-Chairman
Hailey
At Large

I received your letter of December 9, 2013 regarding concerns about a 2013 Water Supply Bank Rental of water by PEP Farms Partnership used on land adjacent to your property in Section 34, Township 04S, R30E. This rental was for the 2013 irrigation season and expired 12-1-2013.

Bob Graham
Secretary
Bonners Ferry
District 1

Activities related to the Idaho Water Supply Bank are intended to benefit water users and any actions will include evaluation of potential injury to other water rights, enlargement of use and local public interest.

Charles "Chuck" Cuddy
Orofino
At Large

Your concerns will be considered during review of pending rental applications for PEP Farms Partnership in this same area for the 2014 irrigation season. Consideration may include a technical review of the water level data in the area, computer modeling of the changes of diversions points from the original points to the proposed new points in the rental applications, and evaluation of potential impacts of ground water pumping if the rental applications are approved.

Vince Alberdi
Kimberly
At Large

If you have any questions regarding this issue, please contact Pam Skaggs, IDWR Water Rights Supervisor at 208-287-4951.

Jeff Raybould
St. Anthony
At Large

Sincerely,

Albert Barker
Boise
District 2


Brian Patton
Chief, Planning Bureau

John "Bert" Stevenson
Rupert
District 3

cc: Carl L. Phillips, Meadowville Springs, Inc., 2884 W 1400 S,
Aberdeen, Idaho 83210

Dec. 9 2013

RECEIVED

JAN 06 2014

DEPARTMENT OF
WATER RESOURCES

Bart White

3166 W. 1300 S.

Aberdeen ID 83210

Brian Patton

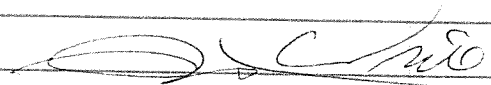
Idaho Water Board

Mr. Patton,

As a concerned land owner in S.E. Idaho, I offer this with Mr Phillipic. I do not want to deter someone from developing, however, if that development slows my flow & eventually causes me to deepen my well at my expense then there is a problem.

So, I voice my concern as we have already lowered one well twice.

Bart White



Carl L. Phillips, President
Meadowville Springs, Inc
2884 West 1400 South
Aberdeen, Idaho 83210

August 28, 2013

Brian Patton
Acting Administrator
Idaho Water Resource Board
Idaho Water Center
322 East Front Street
P O Box 83720
Boise ID 83720-0098

Dear Mr. Patton:

The intent of this letter is to file a complaint against the Water Bank Rental to Pep Farms Partnership for land located at NW1/4NE1/4, Sec. 34, Twp 04S, Rge 30 E in Bingham County and SW1/4NE1/4, Sec 33, TWP 04S, Rge 30E, in Bingham County. The Rental agreements were signed 23 April, 2013 and includes fourteen different water rights; six from District 29, three from District 36, two from District 35, two from District 43, and one from District 42.

Meadowville Springs owns property locate at
Pep Farms.

and is adjacent to

As you are aware, per definition, ground water is water that collects beneath the Earth's surface, filling the porous spaces in soil, sediment, and rocks. Different amounts of water can be found at different locations. Ground water rights give ownership to the water beneath a specific piece of property. How can water that sits beneath the land in another water district be diverted to another location in a different district? The water is not moved, only a piece of paper. By doing this, the new location is placed under stress trying to provide the extra water. It makes sense that water rights for water that is stored in lakes and rivers can be diverted to different locations if those locations are within that water system and a canal system is available for diversion of that water to the new location. But ground water that is removed from the underground pocket of water has no way of being diverted to a new location. Also, storage water from one system can not be diverted to another storage system because there is no physical path for the water to be moved to the new location.

Pep Farms purchased this property last year from Reid Stewart. Mr. Stewart had placed this land in the CPR program approximately 15 to 20 years prior and had sold the water rights for this property prior to Pep Farms purchase of the property. Pep Farms was aware that the purchase of the property did not include the water rights as it was advertised for sale with that information. In order to develop this ground, water rights were rented through the Water Supply Bank Program.

A total of 3005.70 Acre Feet was rented through the Water Bank. Only 210 of those acre feet were rented from property within the home District 35, placing a 2795.7 AF deficit in our system. Also, the

original water rights for this property are being used by another farmer in the area, so the entire 3005.70 AF is the amount of the deficit placed in our system.

Another problem is that these wells that are pumping the water from our system are not being monitored. Pep Farms can pull as much water from their pumps as they want because no one is monitoring the well for compliance to the rental agreement. These circles that are now running on this property are running around the clock. A drive into this area reveals that water is standing in the borrow pits and on the surface.

As a result, the water table has been lowered, causing Chris Wride to have to lower his irrigation water pump at his expense. Since 1980 when the Pratt family has been developing ground in this area, Mr. Wride has had to extend his pumps twice for a total of 25 feet. Mr. Wride's irrigation pump is located $\frac{1}{2}$ to $\frac{3}{4}$ of a mile from the wells in question. Meadowville Springs, Inc, is also having problems with a lower water table, and will need to lower two of our irrigation pumps that are adjacent to the acreage in question in the near future. We are hoping to make it through the rest of the this growing season before that is needed. Of course, it will be at our expense. We had to lower our pump 20+ feet eight years ago because of new irrigation wells placed in the area by the same individuals. It appears that the farmers with the old water rights are at the disadvantage.

In summary, we object to the rental of water to anyone, but specifically Pep Farms, to be drawn from our system unless the water right is located within our system.

Respectfully,

Carl L. Phillips, President
Meadowville Springs, Inc.
2884 West 1400 South
Aberdeen, Idaho 83210

I agree 100%
Brian Inskeep
Brian Inskeep

cc: Eastern Regional Office