



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). 29-02395, 29-13892, 29-14013, 35-08001A, 36-02684, 43-
13595 AND 43-13597

Dear Renter:

Please find enclosed a receipt in the amount of **\$27,710.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 1630.0 acre-feet of water for irrigation of 407.2 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 \$24,939.00 of the rental fee will be paid to the lessor(s) and 10% or \$2,771.00 will be retained by the Department to offset administrative costs.

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

Sincerely,


for Cherie Palmer

Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C098670
Rental Agreement (copy)

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
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) 709-1645
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

Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
29-02395	1.26 CFS	520.0 AF	130.0 AC
29-13892	0.42 CFS	93.2 AF	23.0 AC
29-14013	2.25 CFS	651.2 AF	162.8 AC
35-8001A	0.10 CFS	20.0 AF	5.0 AC
36-02684	0.23 CFS	80.0 AF	20.0 AC
43-13595	0.74 CFS	179.5 AF	44.9 AC
43-13597	0.13 CFS	86.1 AF	21.5 AC

**COMBINED
TOTALS:**

0.74 CFS NA NA

**TOTAL COMBINED
RENTAL TOTALS:**

5.0 CFS 1630.0 AF 407.2 AC

TERM OF RENTAL:

April 1, 2014, to December 31, 2014

RENTAL FEE:

\$27,710.00

The fee for rental of the above-described water is \$27,710.00. 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 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: Dated this 9 day of April, 2014.

By: CHRIS PRATT
(Print Name)

[Signature]
(Signature)

Partner
(Title if on behalf of company or organization)

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 [Signature]
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date April 14th, 2014

WATER RIGHT NO. 29-02395
WATER SUPPLY BANK RENTAL AGREEMENT

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
 (208) 709-1645
 pepfarms@gmail.com

Priority Date: 2/28/1958

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	1.26 CFS	520.0 AF
	Total:		1.26 CFS	520.0 AF

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

GROUND WATER NE¼SW¼NE¼ Sec. 34 Twp 04S Rge 30E BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04S	30E	34	34	33.2	34	34	34	34	34	34					34	34	34	34	407.2

Total Acres: 407.2

Acre Limit within Place of Use described: 130.0

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 RIGHT NO. 29-02395
WATER SUPPLY BANK RENTAL AGREEMENT**

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. This right when combined with all other rights shall provide no more than 0.02 cs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. 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.

WATER RIGHT NO. 29-13892
WATER SUPPLY BANK RENTAL AGREEMENT

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
 (208) 709-1645
 pepfarms@gmail.com

Priority Date: 10/28/1953

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	0.42 CFS	93.2 AF
	Total:		0.42 CFS	93.2 AF

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

GROUND WATER NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34 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	34	34	33.2	34	34	34	34	34	34					34	34	34	34	407.2

Total Acres: 407.2

Acre Limit within Place of Use described: 23.0

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 RIGHT NO. 29-13892
WATER SUPPLY BANK RENTAL AGREEMENT**

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. This right when combined with all other rights shall provide no more than 0.02 cs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. 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.

WATER RIGHT NO. 29-14013
WATER SUPPLY BANK RENTAL AGREEMENT

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
 (208) 709-1645
 pepfarms@gmail.com

Priority Date: 08/19/1952

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	2.25 CFS	651.2 AF
	Total:		2.25 CFS	651.2 AF

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

GROUND WATER NE¼SW¼NE¼ Sec. 34 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	34	34	33.2	34	34	34	34	34	34					34	34	34	34	407.2

Total Acres: 407.2

Acre Limit within Place of Use described: 162.8

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 RIGHT NO. 29-14013
WATER SUPPLY BANK RENTAL AGREEMENT**

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. This right when combined with all other rights shall provide no more than 0.02 cs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. 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.

WATER RIGHT NO. 35-8001A
WATER SUPPLY BANK RENTAL AGREEMENT

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
 (208) 709-1645
 pepfarms@gmail.com

Priority Date: 10/26/1981

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.10 CFS	20.0 AF
	Total:		0.10 CFS	20.0 AF

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

GROUND WATER NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34 Twp 04S Rge 30E BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04S	30E	34	34	33.2	34	34	34	34	34	34					34	34	34	34	407.2

Total Acres: 407.2

Acre Limit within Place of Use described: 5.0

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 RIGHT NO. 35-8001A
WATER SUPPLY BANK RENTAL AGREEMENT**

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. This right when combined with all other rights shall provide no more than 0.02 cs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. 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.

WATER RIGHT NO. 36-2684
WATER SUPPLY BANK RENTAL AGREEMENT

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
 (208) 709-1645
 pepfarms@gmail.com

Priority Date: 3/2/1967

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/1	to 10/31	0.23 CFS	80.0 AF
	Total:		0.23 CFS	80.0 AF

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

GROUND WATER NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34 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	34	34	33.2	34	34	34	34	34	34					34	34	34	34	407.2

Total Acres: 407.2

Acre Limit within Place of Use described: 20.0

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 RIGHT NO. 36-2684
WATER SUPPLY BANK RENTAL AGREEMENT**

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. This right when combined with all other rights shall provide no more than 0.02 cs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. 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.

WATER RIGHT NO. 43-13595
WATER SUPPLY BANK RENTAL AGREEMENT

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
 (208) 709-1645
 pepfarms@gmail.com

Priority Date: 05/04/1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/1	10/31	0.74 CFS	179.5 AF
	Total:		0.74 CFS	179.5 AF

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

GROUND WATER NE¼SW¼NE¼ Sec. 34 Twp 04S Rge 30E BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04S	30E	34	34	33.2	34	34	34	34	34	34					34	34	34	34	407.2

Total Acres: 407.2

Acre Limit within Place of Use described: 44.9

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 RIGHT NO. 43-13595
WATER SUPPLY BANK RENTAL AGREEMENT**

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. This right when combined with all other rights shall provide no more than 0.02 cs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. 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.
14. Rental of rights 43-13595 and 43-13597 when combined shall not exceed a total diversion rate of 0.74 cfs, a total annual maximum diversion volume of 265.6 af at the field headgate, and the irrigation of 66.4 acres.

WATER RIGHT NO. 43-13597
WATER SUPPLY BANK RENTAL AGREEMENT

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
 (208) 709-1645
 pepfarms@gmail.com

Priority Date: 05/23/1962

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/1	to 10/31	0.13 CFS	86.1 AF
	Total:		0.13 CFS	86.1 AF

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

GROUND WATER NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34 Twp 04S Rge 30E BINGHAM County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04S	30E	34	34	33.2	34	34	34	34	34	34					34	34	34	34	407.2

Total Acres: 407.2

Acre Limit within Place of Use described: 21.5

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 RIGHT NO. 43-13597
WATER SUPPLY BANK RENTAL AGREEMENT**

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. This right when combined with all other rights shall provide no more than 0.02 cs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. 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.
14. Rental of rights 43-13595 and 43-13597 when combined shall not exceed a total diversion rate of 0.74 cfs, a total annual maximum diversion volume of 265.6 af at the field headgate, and the irrigation of 66.4 acres.



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). 29-02395, 29-13892, 29-14013, 35-08001A, 36-02684, 43-13595 and 43-13597**

*****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 \$27,710.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 1630.0 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 \$27,710.00 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 \$24,939.00 of the rental fee will be paid to the lessor(s) and 10% or \$2,771.00 will be retained by the Department to offset administrative costs.

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

Sincerely,

for Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s)

c: IDWR Front Desk
Jason Helms – JCH Engineering & Consulting, PLLC

RECEIVED

MAR 21 2013

DEPARTMENT OF
WATER RESOURCES

Application to Rent Water from the Water Supply Bank

Application #4

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

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

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

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

Name of Renter PEP Farms Partnership 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	1/4	1/4	1/4	County
45	30E	34		NE	SW	NE	Bingham

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
45	30E	34	31	31	31	32	31	31	31	32					31	31	31	32	375

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

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. Electric deepwell 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. Continuing water rented from water bank
Application for permit submitted for PER by JCB Engineering November 2011
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.

PERFORMAS
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

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
#4

ENTER STARTING DATE FOR

SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:
PEP Farms 29-13892

YEAR 1948 TRANSFER NAME:

SEASON 2 WSB modeling

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL			
ROW	77	94	91	97	29-13892	10/28/1953	93.2
COLUMN	105	118	69	124	43-13595	5/4/1978	179.5
					43-13597	5/23/1962	86.1
					29-2395	2/28/1958	520.0
							878.8

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	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	31.1	31.1	0.0	0.0	0.0	0.0
SUM 1954	0.0	31.1	31.1	0.0	0.0	0.0	0.0
WIN 1954	0.0	31.1	31.1	0.0	0.0	0.0	0.0
SPR 1955	0.0	31.1	31.1	0.0	0.0	0.0	0.0
SUM 1955	0.0	31.1	31.1	0.0	0.0	0.0	0.0
WIN 1955	0.0	31.1	31.1	0.0	0.0	0.0	0.0
SPR 1956	0.0	31.1	31.1	0.0	0.0	0.0	0.0
SUM 1956	0.0	31.1	31.1	0.0	0.0	0.0	0.0
WIN 1956	0.0	31.1	31.1	0.0	0.0	0.0	0.0
SPR 1957	0.0	31.1	31.1	0.0	0.0	0.0	0.0
SUM 1957	0.0	31.1	31.1	0.0	0.0	0.0	0.0
WIN 1957	0.0	31.1	31.1	0.0	0.0	0.0	0.0
SPR 1958	0.0	31.1	31.1	0.0	0.0	173.3	173.3
SUM 1958	0.0	31.1	31.1	0.0	0.0	173.3	173.3
WIN 1958	0.0	31.1	31.1	0.0	0.0	173.3	173.3
SPR 1959	0.0	31.1	31.1	0.0	0.0	173.3	173.3
SUM 1959	0.0	31.1	31.1	0.0	0.0	173.3	173.3
WIN 1959	0.0	31.1	31.1	0.0	0.0	173.3	173.3
SPR 1960	0.0	31.1	31.1	0.0	0.0	173.3	173.3
SUM 1960	0.0	31.1	31.1	0.0	0.0	173.3	173.3
WIN 1960	0.0	31.1	31.1	0.0	0.0	173.3	173.3
SPR 1961	0.0	31.1	31.1	0.0	0.0	173.3	173.3
SUM 1961	0.0	31.1	31.1	0.0	0.0	173.3	173.3
WIN 1961	0.0	31.1	31.1	0.0	0.0	173.3	173.3
SPR 1962	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SUM 1962	0.0	31.1	31.1	28.7	28.7	173.3	173.3
WIN 1962	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SPR 1963	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SUM 1963	0.0	31.1	31.1	28.7	28.7	173.3	173.3
WIN 1963	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SPR 1964	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SUM 1964	0.0	31.1	31.1	28.7	28.7	173.3	173.3
WIN 1964	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SPR 1965	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SUM 1965	0.0	31.1	31.1	28.7	28.7	173.3	173.3
WIN 1965	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SPR 1966	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SUM 1966	0.0	31.1	31.1	28.7	28.7	173.3	173.3
WIN 1966	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SPR 1967	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SUM 1967	0.0	31.1	31.1	28.7	28.7	173.3	173.3
WIN 1967	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SPR 1968	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SUM 1968	0.0	31.1	31.1	28.7	28.7	173.3	173.3
WIN 1968	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SPR 1969	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SUM 1969	0.0	31.1	31.1	28.7	28.7	173.3	173.3
WIN 1969	0.0	31.1	31.1	28.7	28.7	173.3	173.3
SPR 1970	0.0	31.1	31.1	28.7	28.7	173.3	173.3

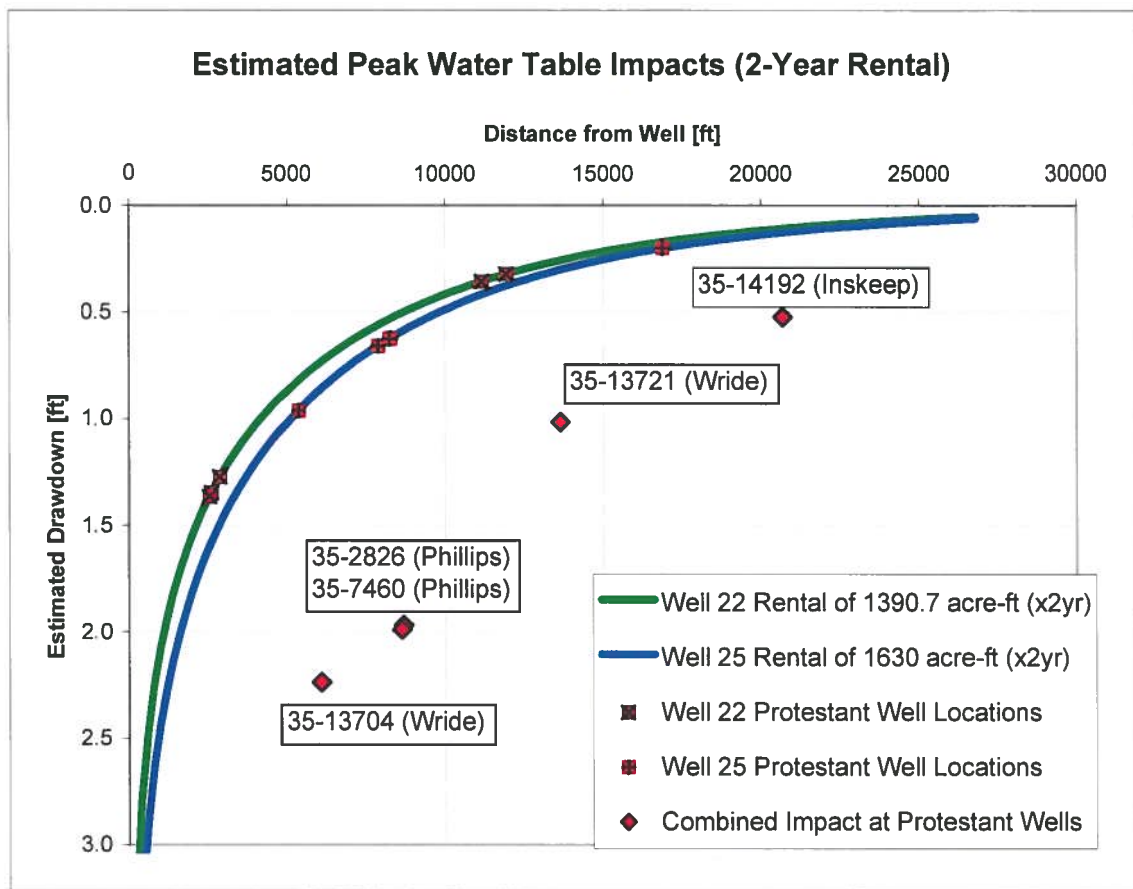
[illegible]

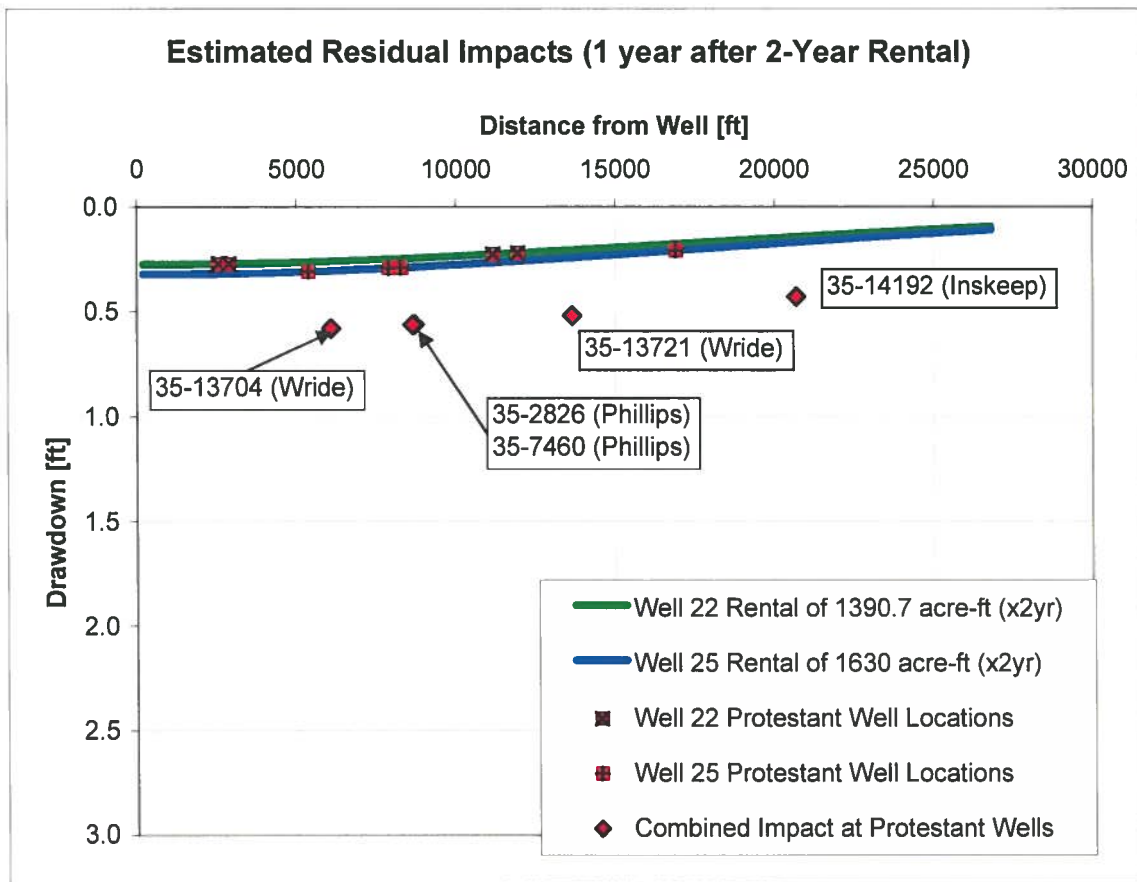
WIN 2001	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2002	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2002	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2002	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2003	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2003	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2003	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2004	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2004	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2004	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2005	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2005	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2005	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2006	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2006	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2006	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2007	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2007	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2007	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2008	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2008	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2008	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2009	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2009	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2009	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2010	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2010	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2010	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2011	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SUM 2011	0.0	31.1	31.1	0.0	88.5	173.3	173.3
WIN 2011	0.0	31.1	31.1	0.0	88.5	173.3	173.3
SPR 2012	0.0	0.0	31.1	0.0	88.5	173.3	173.3
SUM 2012	0.0	0.0	31.1	0.0	88.5	173.3	173.3
WIN 2012	0.0	0.0	31.1	0.0	88.5	173.3	173.3
SPR 2013	0.0	0.0	31.1	0.0	88.5	0.0	173.3
SUM 2013	0.0	0.0	31.1	0.0	88.5	0.0	173.3
WIN 2013	0.0	0.0	31.1	0.0	88.5	0.0	173.3
SPR 2014	292.9	0.0	31.1	0.0	88.5	0.0	173.3
SUM 2014	292.9	0.0	31.1	0.0	88.5	0.0	173.3
WIN 2014	292.9	0.0	31.1	0.0	88.5	0.0	173.3
SPR 2015	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2015	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2015	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2016	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2016	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2016	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2017	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2017	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2017	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2018	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2018	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2018	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2019	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2019	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2019	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2020	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2020	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2020	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2021	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2021	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2021	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2022	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2022	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2022	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2023	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2023	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2023	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2024	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2024	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2024	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2025	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2025	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2025	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2026	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2026	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2026	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2027	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2027	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2027	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2028	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2028	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2028	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2029	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2029	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2029	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2030	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2030	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2030	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2031	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2031	0.0	31.1	31.1	88.5	88.5	173.3	173.3
WIN 2031	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SPR 2032	0.0	31.1	31.1	88.5	88.5	173.3	173.3
SUM 2032	0.0	31.1	31.1	88.5	88.5	173.3	173.3

[illegible]

[illegible]

SUM 2095	0.0	31.1	31.1	88.5	88.5	173.3	173.3			
WIN 2095	0.0	31.1	31.1	88.5	88.5	173.3	173.3			
SPR 2096	0.0	31.1	31.1	88.5	88.5	173.3	173.3			
SUM 2096	0.0	31.1	31.1	88.5	88.5	173.3	173.3			
WIN 2096	0.0	31.1	31.1	88.5	88.5	173.3	173.3			
SPR 2097	0.0	31.1	31.1	88.5	88.5	173.3	173.3			
SUM 2097	0.0	31.1	31.1	88.5	88.5	173.3	173.3			
WIN 2097	0.0	31.1	31.1	88.5	88.5	173.3	173.3			
SPR 2098	0.0	31.1	31.1	88.5	88.5	173.3	173.3			







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

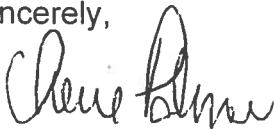
There is a 50% chance that no curtailment will be required in 2014, however there is a 30% chance that some ground water rights with priority dates junior to May 31, 1989 may be curtailed.

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															
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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															
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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

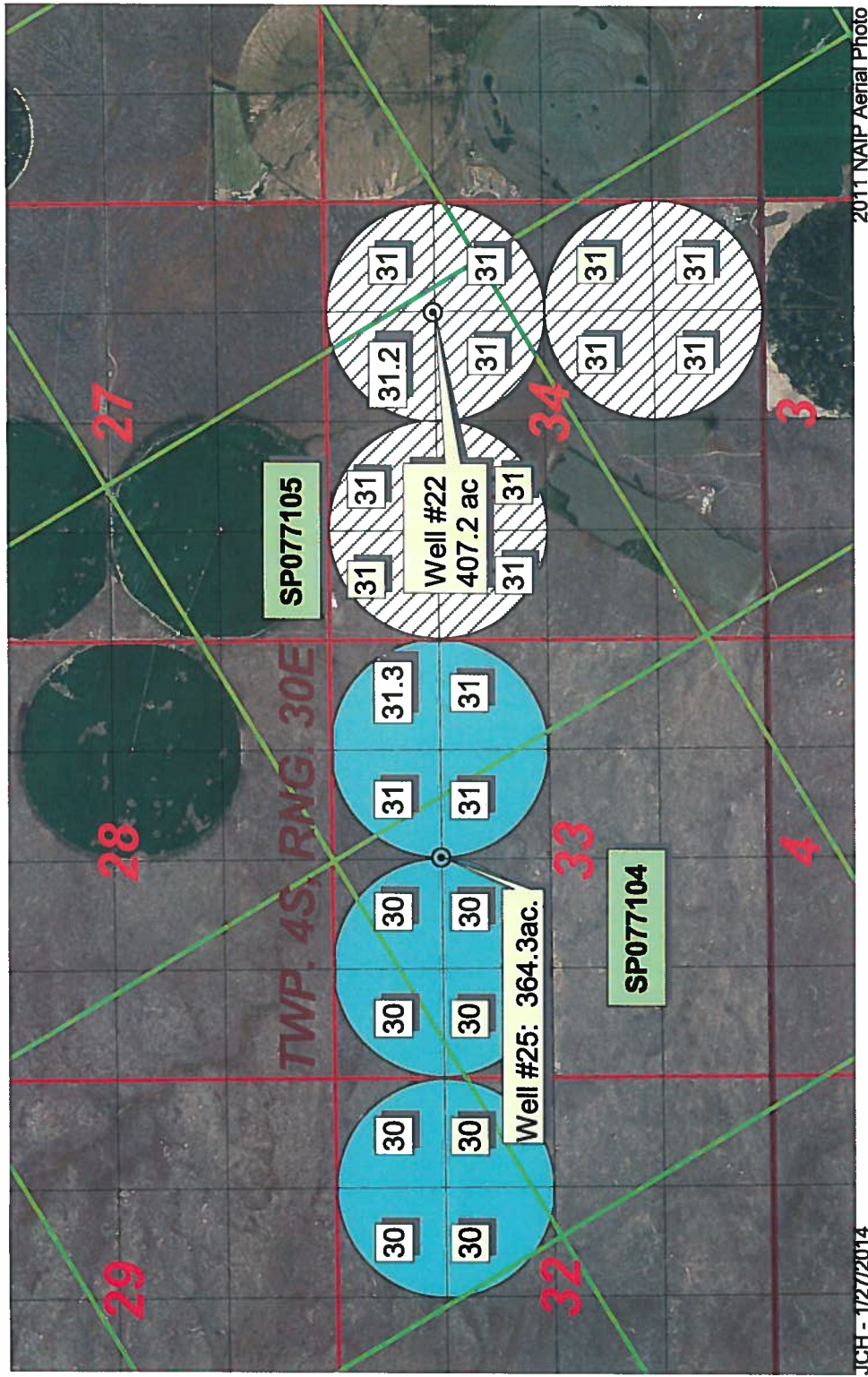
Thanks,

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

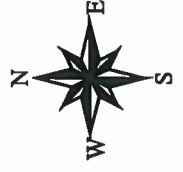
AVAILABLE MINUS PROPOSED Diverion Rate [cfs]	AVAILABLE MINUS PROPOSED Diverion Volume [afaf]	AVAILABLE MINUS PROPOSED Place of Use [ac]	TOTAL RENTAL FEE	LESSOR PORTION	IDWR PORTION
0.00	0.00	0.40	\$1,584.40	\$1,425.96	\$158.44
0.00	0.00	0.00	\$11,070.40	\$9,963.36	\$1,107.04
0.34	139.20	138.80	\$8,840.00	\$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