

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

RECEIVED

OCT 07 2013

DEPARTMENT OF
WATER RESOURCES

This is to certify that: ARDEL WICKEL
 1084 E 300 N
 DELCO ID 83323
 (208) 654-2341

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
45-14401	0.83 CFS	351.3 AF	105.5 AC
45-14403	0.01 CFS	N/A AF	5.5 AC

COMBINED

RENTAL TOTALS: **0.83 CFS** **351.3 AF** **111.0 AC**

TERM OF RENTAL: July 29, 2013, to December 31, 2014

RENTAL FEE: \$5,972.10 annually

The fee for rental of the above-described water is \$5,972.10. Ten percent (\$597.21) will go to the Department for administrative costs, and the remainder will be paid to the lessor. An annual payment shall be received by the Department prior to March 15, the beginning of the irrigation season, each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

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:

Dated this 3 day of October, 2013.

By: Ardel Wickel
 (Print Name)

Ardel Wickel
 (Signature)

Owner
 (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 this 8th day of October, 2013.

Brian Patton
 BRIAN PATTON, Acting Administrator
 Idaho Water Resource Board

WATER RIGHT NO. 45-14401
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: ARDEL WICKEL
 1084 E 300 N
 DELCO ID 83323
 (208) 287-4800

Priority Date: 9/15/1971

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	11/15	0.83 CFS	351.3 AF
	Total:		0.83 CFS	351.3 AF

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

GROUND WATER	SE ¼ NE ¼ NE ¼	Sec. 20	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW ¼ SW ¼ NE ¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW ¼ SW ¼ NE ¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW ¼ SW ¼ NE ¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	Lot 1 SE ¼ NW ¼ NW ¼	Sec. 30	Twp 10S	Rge 25E	CASSIA 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	
10S	25E	19													7.0			6.5	13.5
10S	25E	20		5.3			6.2	5.4	6.7			8.0	6.3						37.9
10S	25E	29					26.3	15.2	2.7	3.3									47.5
10S	25E	30	0.6	10.8			0.7												12.1

Total Acres: 110.0

Acre Limit within Place of Use described: 105.5

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. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 45-14401
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
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. 140.
14. Use of Right Nos. 45-14401 and 45-14403 when combined under this rental is limited to a total combined diversion rate of 0.88 cfs and a total combined annual diversion volume of 351.3 AF.
15. Right No. 45-14403 is an expansion of this right pursuant to Section 42-1416B, Idaho Code.

WATER RIGHT NO. 45-14403
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: ARDEL WICKEL
 1084 E 300 N
 DELCO ID 83323
 (208) 287-4800

Priority Date: 6/30/1985

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to	11/15	0.01 CFS	N/A AF
	Total:		0.01 CFS	N/A AF

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

GROUND WATER	SE¼NE¼NE¼	Sec. 20	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	NW¼SW¼NE¼	Sec. 30	Twp 10S	Rge 25E	CASSIA County
GROUND WATER	Lot 1 SE¼NW¼NW¼	Sec. 30	Twp 10S	Rge 25E	CASSIA 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	
10S	25E	19													7.0			6.5	13.5
10S	25E	20		5.3			6.2	5.4	6.7			8.0	6.3						37.9
10S	25E	29					26.3	15.2	2.7	3.3									47.5
10S	25E	30	0.6	10.8			0.7												12.1

Total Acres: 110.0

Acre Limit within Place of Use described: 5.5

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. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 45-14403
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
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. 140.
14. Use of Right Nos. 45-14401 and 45-14403 when combined under this rental is limited to a total combined diversion rate of 0.88 cfs and a total combined annual diversion volume of 351.3 AF.
15. This right is an expansion of Right No. 45-14401 pursuant to Section 42-1416B, Idaho Code.

MEMORANDUM

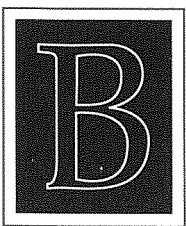
TO: Water Right Files 45-14401 and 45-14403

FROM: Clay Webster

DATE: April 30, 2015

RE: WSB Rental Amendment for POU 2014 for Ardel Wickel

The Department received applications for amending the rental POU shapes at the end of the 2014 season for the 2014. The number of pending leases and rentals took priority over producing a new rental agreement for the ending season. We discussed the best way to process this request. The decision was made to continue to process pending applications instead of attempting utilizing limited personnel to process applications for past seasons. This help in reducing the backlog of lease applications that are currently pending. This memo will serve as the department's acknowledgment that the renter had irrigated different property than what was approved on the rental agreement, and that they had attempted to change the POU at the end of the season.



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

October 9, 2014

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

Re: Wickel Water Rentals

Dear Mrs. Palmer:

In response to our telephone conversation on Tuesday on October 7, 2014. I am resubmitting to the Water Supply Bank two rental applications that are amendments to existing rental contracts. These amended rental applications will affect the 2014 season.

These two rental amendments will only be correcting the POU of the current rental contracts.

No ESPA modeling is being submitted with these applications.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Ardel Wickel
Enc: Aerial Map

CHARLES E.
BROCKWAY,
PH.D., P.E.

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

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

RECEIVED
OCT 10 2014
DEPARTMENT OF
WATER RESOURCES

RECEIVED
OCT 10 2014
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

Water Supply Bank No. _____
(for Department use only)

Amendment to an existing
2014 rental contract

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

Name of Renter Ardel Wickel Phone 208-654-2341

Mailing address 1084 E. 300 N. Declo, ID 83323 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
2.22 352.1 Irrigation 3/15 to 10/31
 _____ to _____
 _____ to _____
 Total: 2.22 352.1

2. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
10S	25E	30		NW	SW	NE	Cassia
10S	25E	30		NW	SW	NE	Cassia
10S	25E	30		NW	SW	NE	Cassia
10S	25E	30		SE	NW	NW	Cassia

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	
10S	25E	19													4.9		17.2	11.2	33.3
		20		5.6	5.3		5.8		4.8			4.1	6.3					3.7	35.6
		29					8.3	13.9	2.7	3.3									28.3
		30	0.1	11.6	1.1	0.8	0.2												13.8

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 111.0

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes X 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 X 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.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Existing wells and mainlines
New pivots and hand lines will be installed for rented irrigation water.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
36-16416, 36-16418, 36-16420, 36-16422, 36-16424
3. Will the proposed place of use receive water from any other source?
No ☒ Yes ☐ 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. N/A
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?
No ☒ Yes ☐ If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation?
No ☒ Yes ☐ If yes, describe. _____

E. RENTAL TERM

1. Do you wish to rent water from the Board's bank for more than one (1) year?

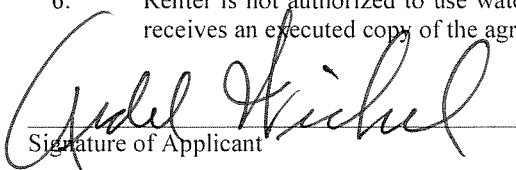
No ☒ Yes ☐

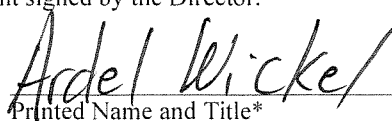
If yes, please specify the number of years desired through proposed rental. for 2014 only

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.


Signature of Applicant


Printed Name and Title*

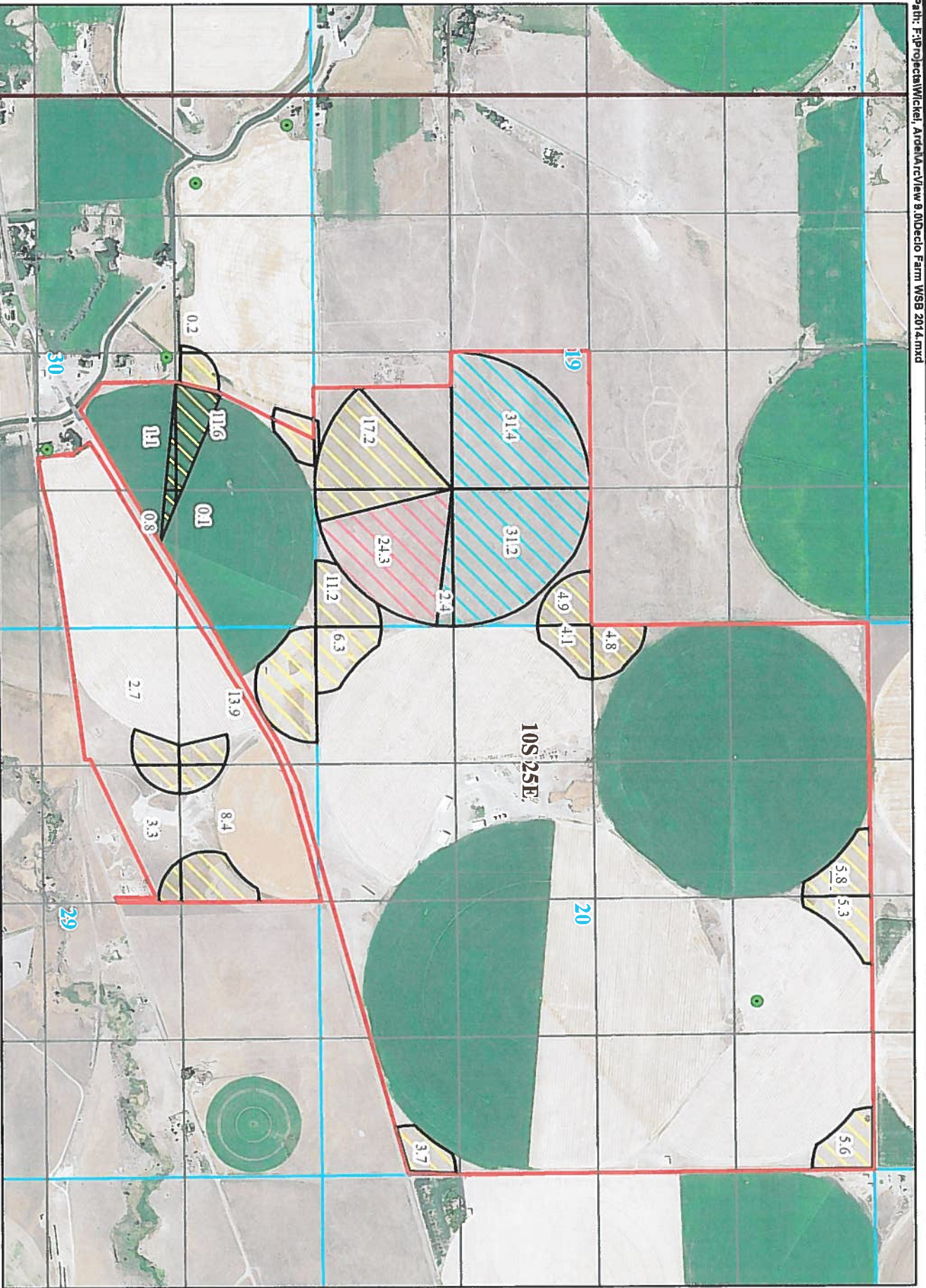
10/8/14
Date

Signature of Applicant

Printed Name and Title*

Date

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



Legend

- Points of Diversion
- Proposed PPU
- Water bank Areas 203 AC
- 36-2381A, 1204.3, 24.3 AC.
- 45-11969, 65 AC.
- 45-14401, 14403, 111.0 AC
- twrship
- Section lines
- QQ lines

WICKEL - DECLO FARM

WATER SUPPLY BANK LEASE 2014
NAIP 2013 AERIAL PHOTOGRAPH