

Hersley, Jean

From: Hersley, Jean
Sent: Tuesday, May 14, 2013 12:20 PM
To: 'Monte Quast'
Subject: RE: Water Supply Bank Rental Agreement

Thank you. And yes, please send the original. I'm sorry for any confusion there might have been.

Jean Hersley

From: Monte Quast [<mailto:monte@ifsusa.org>]
Sent: Tuesday, May 14, 2013 11:11 AM
To: 'Reed Gibby'; Hersley, Jean
Subject: RE: Water Supply Bank Rental Agreement

Jean,

Attached is the signed copy, would you like me to mail in the original? The fee has been paid (received in your offices on 1/17/2013). Sorry for not sending this back in, there was some confusion on my part with some correspondence we had with Christine Field from your office.

Thanks for your help, let me know if you need the original.

Thank you,

Monte Quast

General Manager

Evard LLC.

monte@ifsusa.org Office-208-654-2733
Cell-208-312-3221 Fax-1-866-917-2553

From: Reed Gibby [<mailto:reed@ifsusa.org>]
Sent: Monday, May 13, 2013 5:01 PM
To: 'Hersley, Jean'
Cc: Monte Quast
Subject: RE: Water Supply Bank Rental Agreement

Jean,

Thank you for the voice mail and email. I have been in meetings all day. Initially the report I am getting is we signed and sent it. But I will follow up and see where we are. I will get back to you in the next day or two.

Thanks for everything

Best regards
Reed Gibby

From: Hersley, Jean [<mailto:Jean.Hersley@idwr.idaho.gov>]
Sent: Monday, May 13, 2013 10:34 AM
To: reed@ifsusa.org
Subject: Water Supply Bank Rental Agreement

On January 18, 2013, the Idaho Department of Water Resources received an application to rent water from the Water Supply Bank adjusting the place of use on a previous rental agreement. The Department sent out an amended rental agreement and a letter outlining the fees and specifics of the rental on February 25, 2013. As of today, we have not received the signed rental agreement from you.

You should not be irrigating the amended acres without a signed agreement. If you have misplaced the original agreement or did not receive it, please let me know and a new agreement will be sent out.

I left a voice message for you also.

Thank you.

Jean Hersley

Idaho Dept Water Resources

Technical Records Specialist I

208-287-4942





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

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

February 25, 2013

REED GIBBY
872 E PEBBLE DR
BURLEY ID 83318

**RE: AMENDED RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 43-13595 AND 43-13597**

Dear Renter:

The Department of Water Resources has completed review of your amended 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 **\$5,852.00** per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 418.0 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to March 15 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Pursuant to the Water Supply Bank Rules, 90% or \$5,266.80 of the rental fee will be paid to the lessor(s) and 10% or \$585.20 will be retained by the Department to offset administrative costs.

Please send a check made payable to the Idaho Department of Water Resources, together with the signed rental agreement, to my attention within 14 days so I can complete the processing. If you have any questions, please contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Note: fee was previously paid.

*Please see the attached
email*

Enclosure(s)

c: Allen Merritt – IDWR Southern Regional Office
Cindy Yenter – Watermaster, Water District 130

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

This is to certify that: REED GIBBY
 872 E PEBBLE DR
 BURLEY ID 83318
 (208) 654-2733
 REED@IFSUSA.ORG

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
43-13595	1.17 CFS	282.4 AF	70.6 AC
43-13597	0.21 CFS	135.6 AF	33.9 AC
COMBINED RENTAL TOTALS:	1.36 CFS	418.0 AF	104.5 AC

TERM OF RENTAL: March 15, 2013 to November 15, 2013
March 15, 2014 to November 15, 2014
March 15, 2015 to November 15, 2015
March 15, 2016 to November 15, 2016

RENTAL FEE: \$5,852.00

The annual rental fee is \$5,852.00. The Department will retain \$585.20 annually as an administrative fee. The balance will be paid to the lessor. An annual payment shall be received by the Department prior to March 15 each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

Detailed water right specific limitations and conditions attached. This amended agreement supersedes the original rental agreement signed by the renter on October 20, 2011, and executed by the Department on October 24, 2011.

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 11th day of March, 2013
 By: Reed Gibby [Signature]
 (Print Name) (Signature)

(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 ____ day of _____, 20____.

BRIAN PATTON, Acting Administrator
 Idaho Water Resource Board

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: REED GIBBY
872 E PEBBLE DR
BURLEY ID 83318
(208) 654-2733
REED@IFSUSA.ORG

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	03/15	to 11/15	1.17 CFS	282.4 AF
	Total:		1.17 CFS	282.4 AF

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

GROUND WATER SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 22 Twp 10S Rge 26E 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	26E	20													13.1	13.2	27.5	27.5	81.3
10S	26E	27						17.9											17.9
10S	26E	29	5.3																5.3

Total Acres: 104.5

Acre Limit within Place of Use described: 70.6

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

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. This right when combined with all other rights shall provide no more than 0.02 cfs per acre no more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
12. Rental of rights 43-13595 and 43-13597 when combined shall not exceed a total diversion rate of 1.36 cfs.
13. Rental under this water right shall be limited to the irrigation of 70.6 acres within the place of use described above in a single irrigation season.
14. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

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: REED GIBBY
 872 E PEBBLE DR
 BURLEY ID 83318
 (208) 654-2733
 REED@IFSUSA.ORG

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	03/15	to 11/15	0.21 CFS	135.6 AF
	Total:		0.21 CFS	135.6 AF

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

GROUND WATER SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 22 Twp 10S Rge 26E 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	26E	20													13.1	13.2	27.5	27.5	81.3
10S	26E	27						17.9											17.9
10S	26E	29	5.3																5.3

Total Acres: 104.5

Acre Limit within Place of Use described: 33.9

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

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. This right when combined with all other rights shall provide no more than 0.02 cfs per acre no more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
12. The rental of Right Nos. 43-13595 and 43-13597 under this agreement will be limited to the diversion rate of 1.36 cfs at the field headgate.
13. Rental under this water right shall be limited to the irrigation of 33.9 acres within the place of use described above in a single irrigation season.
14. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.