STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 859

This is to certify that:

IDAHO WATER RESOURCE BOARD

PO BOX 83720

BOISE, ID 83720-0098

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 No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
2-10300A	2/25/1963	SNAKE RIVER	8.00	1339	400	0.02	3.35
2-10300B	5/10/1965	SNAKE RIVER	8.00	Not stated	400	0.02	Not Stated
Combined Limit			**8.00**	**1600**	**400**	**0.02**	**4.0**
2-10506	2/25/1963	SNAKE RIVER	4.50	900	225	0.02	4.0
Combined Rental Total			**12.50**	**2500**	**625**	**0.02**	**4.0**

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2024. Use of rental water shall be authorized the first day of the rental season of use in 2024.

Annual Rental Fee:

2024: $5,750.00

The rental fee is an administrative fee of $5,750.00 per year for 2024. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 2-10300A, 2-10300B, & 2-10506.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
INDUSTRIAL	12.50	1875
Combined Total	**12.50**	**1875**

**** The authorized water usage reflects a reduction from the water right elements rented, to account for a change in nature of use from irrigation to industrial.***

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 859

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

Signature of Renter _____ Date 5/20/2024

CYNTHIA BRIDGES CLARK _____ PLANNING & PROJECTS BUREAU CHIEF
Printed Name Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied 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 condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By _____ Date 5/20/24
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental approved by IDWR _____ Date 5/20/24

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 859

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER SWSW Sec. 22, Twp 05S, Rge 04E, ELMORE County

BENEFICIAL USE	DIVERSION RATE	VOLUME
INDUSTRIAL	12.5 CFS	1875 AF

SEASON OF USE

Water Right No.	From	To
2-10300B	04/01	10/31
2-10300A	04/01	10/31
2-10506	04/01	10/31

RENTERS PLACE OF USE: INDUSTRIAL

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	04E	13															X	X	X
04S	04E	22													X		X	X	X
04S	04E	23			X	X				X	X	X				X			X
04S	04E	24		X			X	X	X										X
04S	04E	27		X			X	X	X										X
04S	04E	28				X									X			X	X
04S	04E	33	X			X									X			X	X
04S	05E	8																X	X
04S	05E	9									X		X	X	X	X		X	X
04S	05E	10										X	X						X
04S	05E	15						X	X			X	X	X					X
04S	05E	16	X			X									X			X	X
04S	05E	17	X L1	X L1 X L2			X L1 X L2 X L3	X L1 X L2 X L3 X L4	X L1 X L2 X L3 X L4 X L6 X L5	X L1 X L2 X L3 X L4 X L6									X
04S	05E	18			X	X					X	X X L5	X X L5 X L7 X L8			X			X

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 859

04S	05E	22					X L3	X L3 X L4										X
05S	04E	4	X L1			X									X	X	X	X	X
05S	04E	9		X	X											X	X	X	X
05S	04E	16		X	X											X	X		X
05S	04E	21		X	X											X	X	X	X
05S	04E	22											X L4						X

Total Acres: 0.0

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

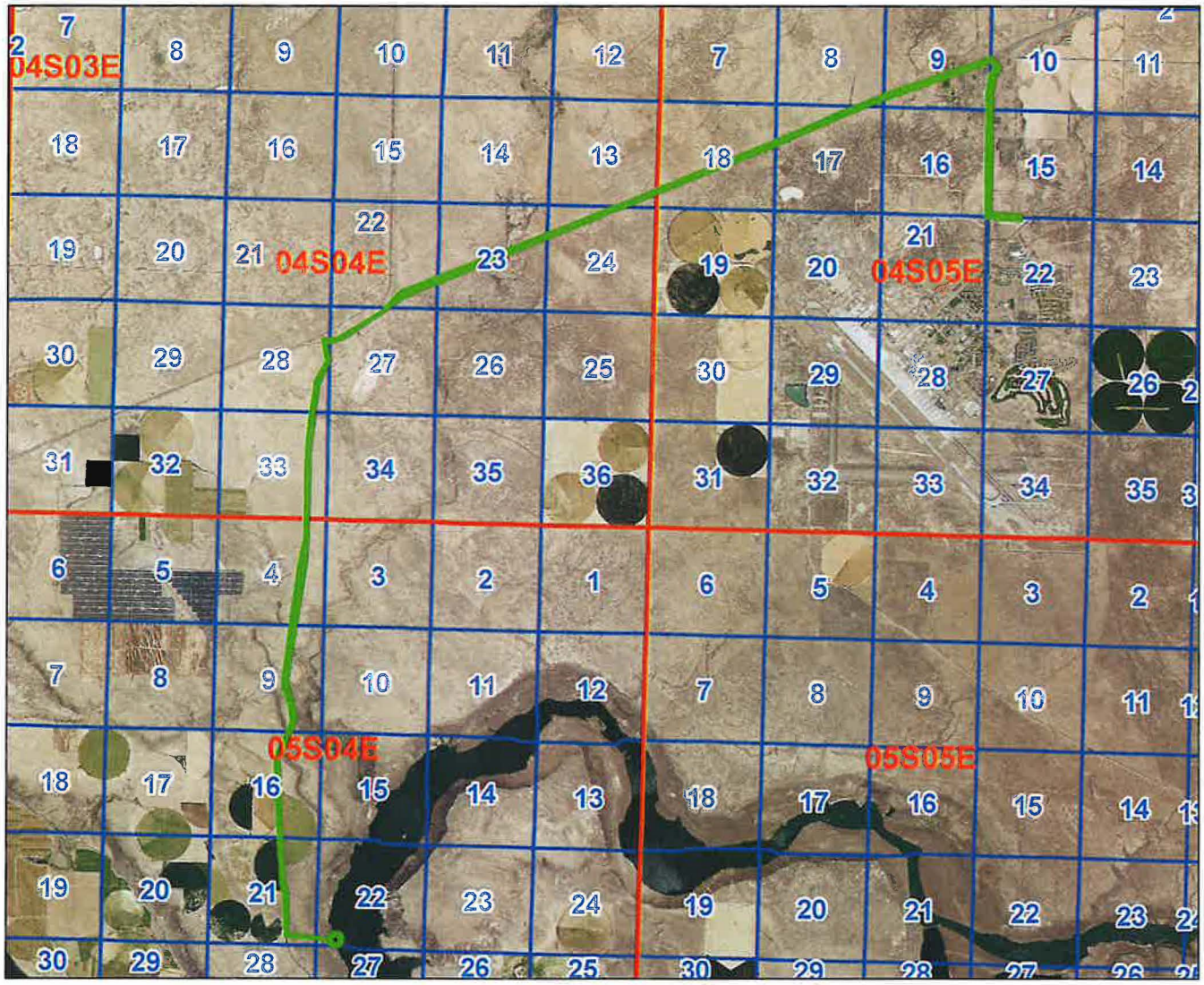
1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption 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. 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.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. 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.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental does not grant a right-of-way or easement on the property of another party.
10. Industrial use is for dust abatement, concrete mixing, and construction during the Mountain Home Airforce Base Water Resilience Project.
11. Use of water under this right may 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. 02.
12. Prior to diversion of water under this rental, the renter shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.
13. Rights 2-10300A and 2-10300B when combined shall not exceed a total diversion rate of 8.00 cfs, a total annual maximum diversion volume of 1600 af at the field headgate, and the irrigation of 400 acres.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 859

Effective until December 31, 2025

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



Legend

- Active Water Supply Bank Rental POD
- Active Water Supply Bank Rental POU
- Township/Range
- Sections
- QQ

N

0 11,250 22,500 Feet

Form 42-1761-2 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
APR 15 2024
DEPT. OF WATER RESOURCES

APPLICATION TO RENT WATER FROM THE BOARD'S WATER SUPPLY BANK

Applicant Name: Idaho Water Resource Board

Is this application being submitted with a lease application as a lease/rental package? **Yes** ☐ **No** ☑
If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. **Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.**

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

		Yes	
		☑	Completed *Application to Rent Water from the Board's Water Supply Bank*
		☑	Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank
Attachment	**N/A**	**Yes**	
2		☑	A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request
3A	☐	☑	Detailed information on a proposed use of rental water
3F	☐	☑	Authorization from the owner/operator of the rental point(s) of diversion
3H	☑	☐	Water modeling to account for the impacts of the rental request
3J	☑	☐	Documents justifying a rate of flow greater than 0.02 cfs/acre
3K	☐	☑	Authorization from the owner/operator of the property at the proposed rental place(s) of use
4B	☐	☑	Explanation of how the rental water will sufficiently accomplish your rental purposes
4C	☐	☑	Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)			
2-10300A	Combined	2-10506	Total Comb
2-10300B			

2974

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Idaho Water Resource Board

Mailing Address 322 E Front Street Boise, ID 83720
Street City State Zip Code

Email Address justin.ferguson@idwr.idaho.gov Phone Number 208-287-4800

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☑ No ☐
If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative Cynthia Bridge Clark Professional Title Planning & Projects Bureau Chief

Organization Idaho Water Resource Board Relationship to Applicant Representative

Mailing Address 322 E Front St. Boise, ID 83720

Email Address cynthia.clark@idwr.idaho.gov Phone Number 208-287-4817

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to irrigate. Attach the map to this application and label it **Attachment 2.**

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:

B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
12.5 CFS	1875 AF	12.5 CFS	1875 AF	AC

* ***Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.***

C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
		☐ 1	☑ 2	☐ 3	☐ 4	☐ 5	☑ Process application as soon as possible	☐ Return application to applicant
4/15/24	5/13/24							

* ***The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.***

** ***Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.***

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):
4,000 gallon water truck filled from a water tower fed via conveyance pipe from the pump at the Point of Diversion. Water is then transported to all Places of Use identified on the map, discharged through the water truck

E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
Pump	CJ Strike Reservoir	

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

F. Has documented consent from all relevant water delivery entities been obtained? Yes ☐ N/A ☑
If yes, include documented consent as **Attachment 3F**.

G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes ☐ No ☑
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

H. Has water modeling been provided with your rental request? Yes ☐ N/A ☑
If yes, label modeling Attachment 3 H.
Rental applications that require modeling will be returned if modeling is not provided.

I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

☐ Irrigation _____ (number of acres) Duration: Subject to IDWR standard seasons of use
☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
☑ Industrial from: 1/1 (mm/dd) to: 12/31 (mm/dd)
☐ Other: _____ from: 4/15/24 (mm/dd) to: 8/29/25 (mm/dd)

J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A ☐ Yes ☐ No ☑
If yes, justify the rate of flow and attach any supporting documents as **Attachment 3J**. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

K. Do you own the land at the proposed rental place of use (POU)? Yes ☐ No ☑
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:

~~There are no other sources of water available for construction use along the proposed PoU(s).~~

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights? Yes ☑ No ☐

If yes, specify below the elements of the water rights you are requesting to rent. **If no,** continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via IDWR's website.

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.** For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
2-10300A	Irrigation	8.0	1,339	400		8	1,004.3	400
2-10300B	Irrigation	8.0	261	400		8	195.8	400
Combined	Irrigation	8.0	1,600	400		8	1,200	400
2-10506	Irrigation	4.5	900	225		4.5	675	225
Total Comb	Irrigation	12.5	2,500	625		12.5	1,875	625
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL	12.5 CFS	1,875 AF	625 AC

Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

C. Does your rental request propose to change the nature of use for any water right(s) being rented? Yes ☑ No ☑

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C**:

~~The use will be converted from Irrigation to Industrial, Attachment 4C is included~~

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☑ No ☐
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☐ No ☑
If yes, describe:

C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☑
If yes, describe the date and location of the NOV.

D. Additional Information

~~The specific water rights provide sufficient rate, volume, and acreage to allow for the change in nature of use~~ from Irrigation to Industrial. Applicant understands more will be required for rent to allow for the reduced volumes to prevent enlargement.

DECLARATION

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. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.

Signature of Applicant	Printed Name of Applicant	Date
	CYNTHIA BRIDGE CLARK, Idaho Water Resource Board	4/11/2024
Signature of Representative	Printed Name of Representative	Date

Mail to:

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

Attachment

Water Supply Bank Rental Application for Water Rights 2-10300A/B & 2-10506

The Idaho Water Resource Board (IWRB) in partnership with the U.S. Air Force (USAF) is completing the Mountain Home Air Force Base (MHAFB) Water Resilience Project (Project). The purpose of the Project is to provide an alternative reliable water source to the MAHFB, which is currently dependent upon a declining groundwater supply. Given the significant economic benefits of the MHAFB to the State of Idaho, the Governor and state legislature have directed the IWRB to partner with the USAF to construct a water supply pipeline from CJ Strike Reservoir to the base.

The IWRB will build a water transmission system consisting of a water intake and pumping station at CJ Strike Reservoir and a 14.4-mile pipeline to deliver water to MHAFB from the pump station. The U.S. Army Corps of Engineers (USACE) will build a water treatment plant (WTP) for the Air Force near the main entrance to MHAFB. The State of Idaho has appropriated the necessary funding to support the construction of the pump station and pipeline along with the acquisition of senior Snake River water rights.

3A. Detailed Description of Use

Construction will begin in May and continue as long as weather conditions permit. An estimated pause is expected from December through March with the possibility of extending through June depending on migratory bird conditions. An example of general construction practices requiring the use of water include:

	Acres	Times Per Day	Estimated Linear Feet per day	Total Acres	
Clear/Restore	1.84	1	4,000	1.84	
Pipe Compaction	0.34	3	3,500	1.02	
Pipe Trench Dust Abatement	1.21	2	3,500	2.42	
Haul Road Dust Cont.	7.28	3	21,120	21.84	
Concrete Comp	1	3	Times Daily	3	
				30.12	Acres Total

The construction window will vary depending on conditions; however, based on this estimate, it would be possible to work for approximately 60 8-hour days while staying within the maximum annual consumptive use of 1,875 AF under water rights 2-10300A/B & 2-10506. Further information is provided in the additional 3A attachment from our design-build team IMCO.

3K. Authorization of Use Water at the Rental Place of Use

Please see the attached Memorandum of Understanding signed in 2021 by the Governor of the State of Idaho, the Chairman of the Idaho Water Resource Board, and the Secretary of the Air Force on behalf of the Mountain Home Air Force Base. Also included is the right of way from the Bureau of Land Management and available are the permanent and temporary easements from the Idaho Transportation Department but not included. The two easements are approximately 150 pages and can be provided upon request via email.

4C. Proposed Change in Nature of Use

Water rights 2-10300A, 2-10300B, and 2-10506 share a combined limit as follows:

Water Right Number	Rate	Volume	Acres	Rt/Ac	Vol/Ac
2-10300A	8	1,339	400	0.02	3.35
2-10300B	8	261	400	0.02	0.65
Combined Total	**8**	**1,600**	**400**	**0.02**	**4.0**
2-10506	4.5	900	225	0.02	4.0
Full Combined Limit	**12.5**	**2,500**	**625**	**0.02**	**4.0**

The water rights also share an extended Season of Use, from March 1st through November 15th, provided no injury to other water rights.

The water rights authorize a maximum combined limited annual duty of water of 4.0 af/acre. The regional consumptive use headgate standard is 3.0 af/acre, Accordingly, the maximum annual consumptive use of water estimated under these water rights is 1,875 af (3.0 afa/ac * 625 irrigable acres). Enlargement will be avoided provided this industrial rental is limited to a maximum annual diversion volume of 1,875 af.

Below is our estimated scenario on the amount to rent and amount that would be available while staying under the 3af/ac:

Amounts Rented						
Water Right Number		Rate	Volume	Acres	Rt/Ac	Vol/Ac
2-10300A		8	1339	400	0.02	3.3475
2-10300B		8	261	400	0.02	0.6525
	Combined Total	**8**	**1600**	**400**	**0.02**	**4**
2-10506		4.5	900	225	0.02	4
Full Combined Limit		**12.5**	**2500.0**	**625.0**	**0.02**	**4**

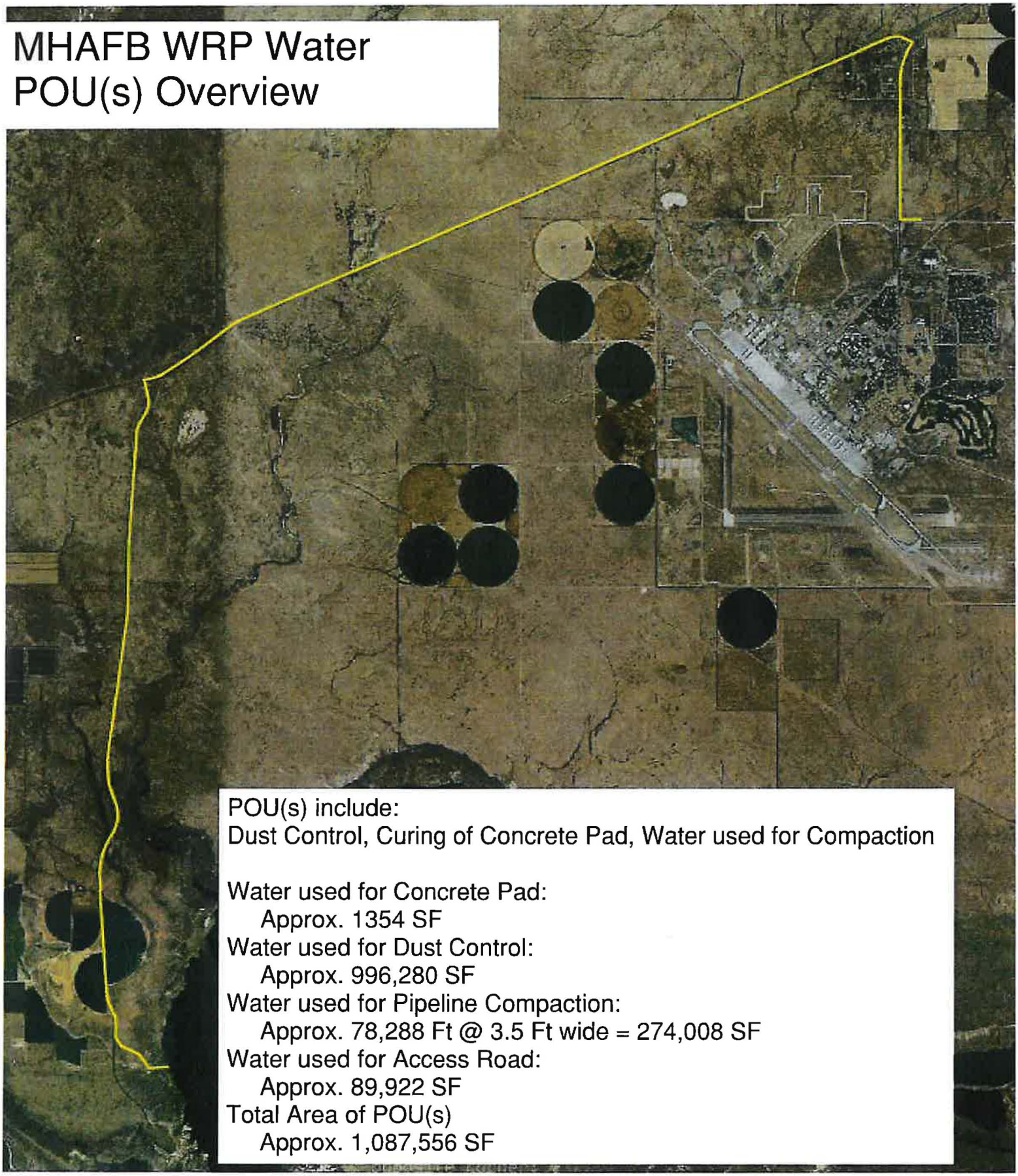
Amounts Authorized						
Water Right Number		Rate	Volume	Acres	Rt/Ac	Vol/Ac
2-10300A		8	1004.25	400	0.02	2.51
2-10300B		8	195.75	400	0.02	0.49
	Combined Total	**8**	**1200.00**	**400**	**0.02**	**3**
2-10506		4.5	675.00	225	0.02	3
Full Combined Limit		**12.5**	**1875.00**	**625**	**0.02**	**3**

Both rate and acreage remain the same while reducing the total authorized volume in line with the field headgate standard of 3af/acre to prevent enlargement and account for the fully consumptive industrial change of use.

IMCO

Attachment 2
PoD, PoU(s), Diversion and Distribution Plan

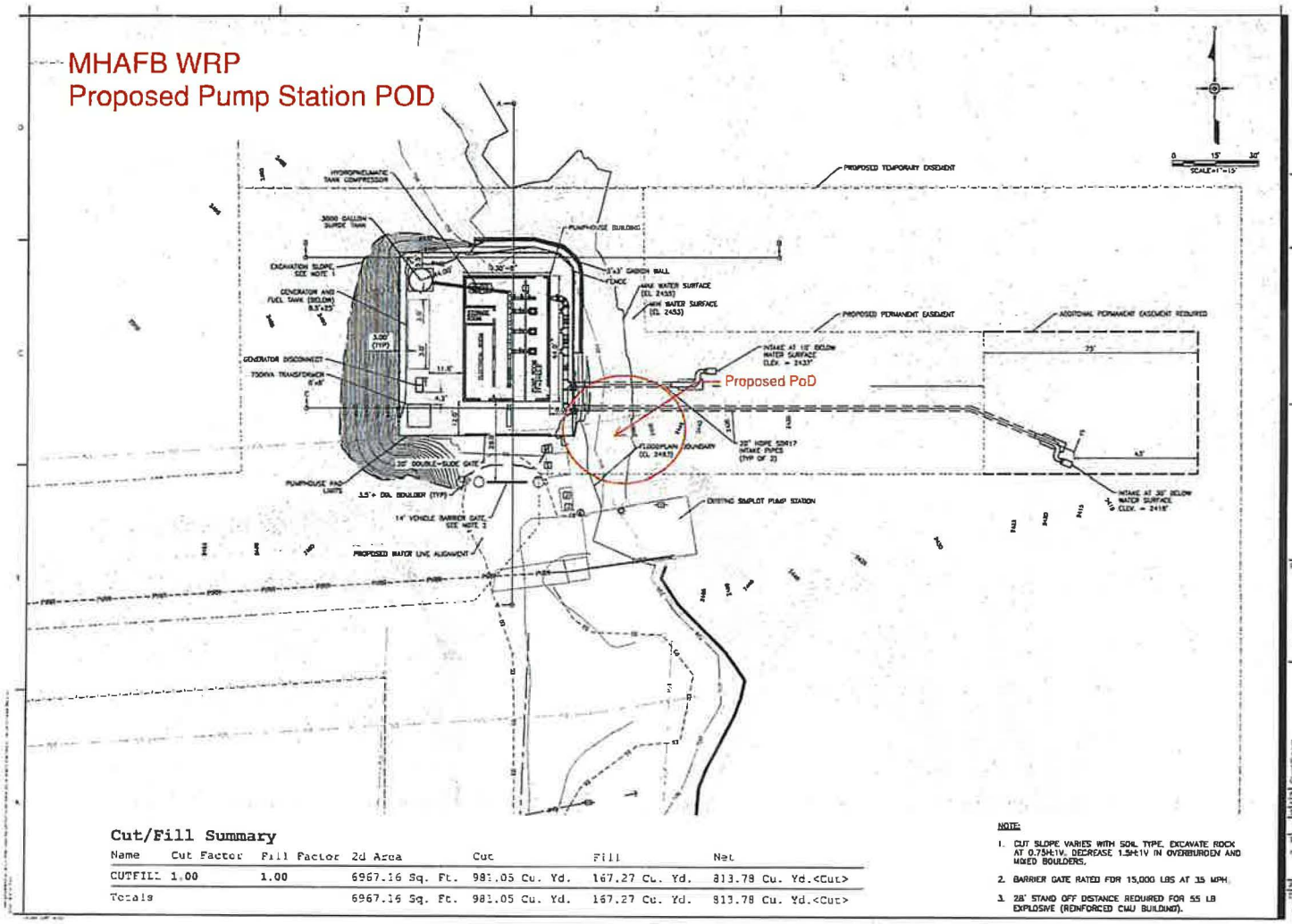
MHAFB WRP Water POU(s) Overview



POU(s) include:
Dust Control, Curing of Concrete Pad, Water used for Compaction

Water used for Concrete Pad:
Approx. 1354 SF
Water used for Dust Control:
Approx. 996,280 SF
Water used for Pipeline Compaction:
Approx. 78,288 Ft @ 3.5 Ft wide = 274,008 SF
Water used for Access Road:
Approx. 89,922 SF
Total Area of POU(s)
Approx. 1,087,556 SF

MHAFB WRP
Proposed Pump Station POD



Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
CUTFILL	1.00	1.00	6967.16 Sq. Ft.	981.05 Cu. Yd.	167.27 Cu. Yd.	813.78 Cu. Yd.<Cut>
Totals			6967.16 Sq. Ft.	981.05 Cu. Yd.	167.27 Cu. Yd.	813.78 Cu. Yd.<Cut>

NOTE:

1. CUT SLOPE VARIES WITH SOIL TYPE. EXCAVATE ROCK AT 0.75H:1V. DECREASE 1.5H:1V IN OVERBURDEN AND MIXED BOULDERS.
2. BARRIER GATE RATED FOR 15,000 LBS AT 35 MPH.
3. 28' STAND OFF DISTANCE REQUIRED FOR 55 LB EXPLOSIVE (REINFORCED CMU BUILDING).

Stantec

IMCO

Permit Set
30% DESIGN
NOT FOR
CONSTRUCTION

Owner/Project
IDAHO WATER
RESOURCE BOARD
MOUNTAIN HOME
AIR FORCE BASE
WATER RESILIENCE PROJECT

Project No. 2303062.4

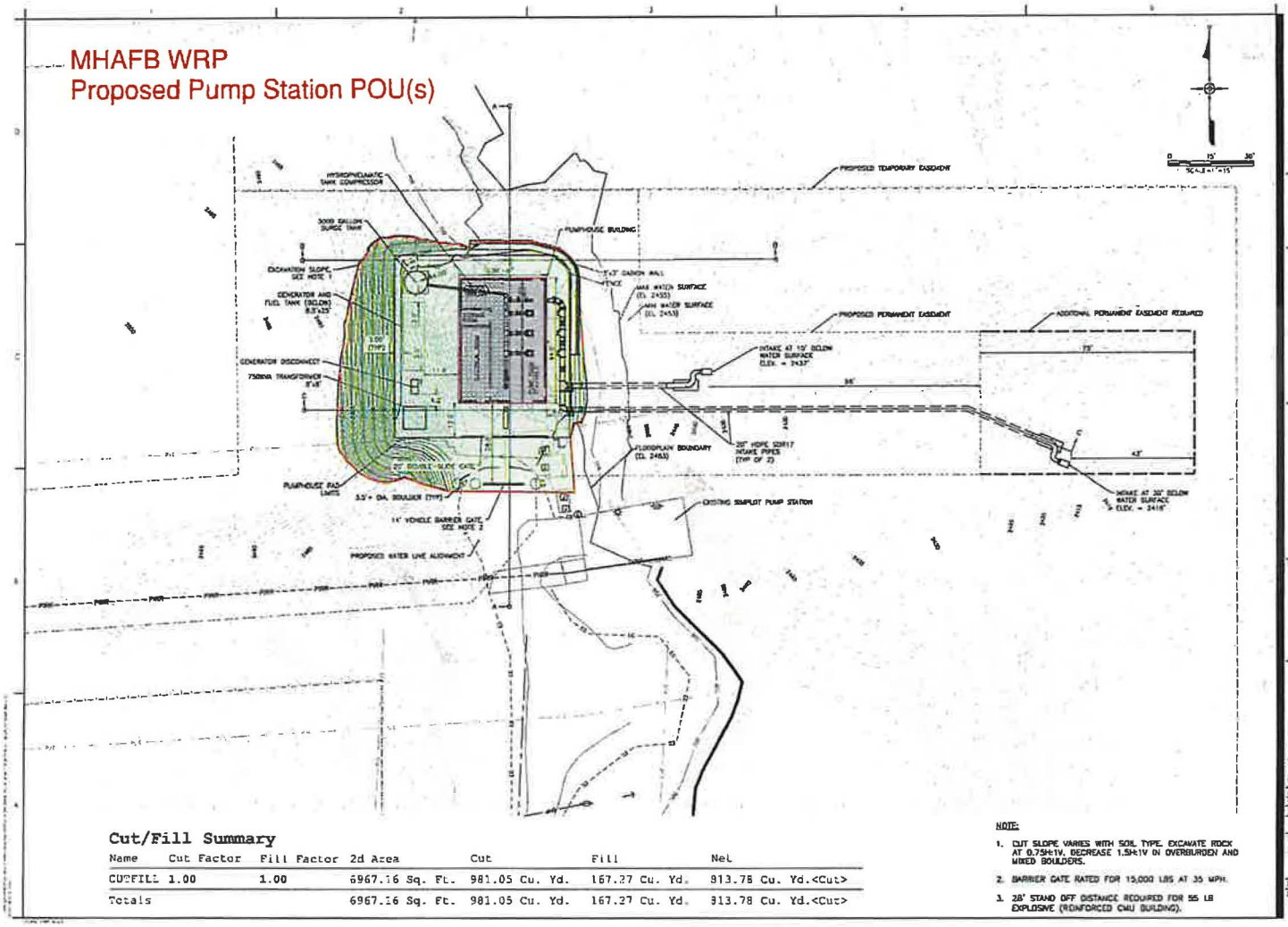
Scale

Title
PUMP SITE PLAN

Design Sheet

Drawing No.
C-102

MHAFB WRP
Proposed Pump Station POU(s)



Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
CUTFILL	1.00	1.00	6967.16 Sq. Ft.	981.05 Cu. Yd.	167.27 Cu. Yd.	813.78 Cu. Yd.<Cut>
Totals			6967.16 Sq. Ft.	981.05 Cu. Yd.	167.27 Cu. Yd.	813.78 Cu. Yd.<Cut>

NOTE:

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2. BARRIER GATE RATED FOR 15,000 LBS AT 35 MPH.
3. 28' STAND OFF DISTANCE REQUIRED FOR 55 LB EXPLOSIVE (REINFORCED CMU BUILDING).

Stantec

IMCO

30% DESIGN NOT FOR CONSTRUCTION

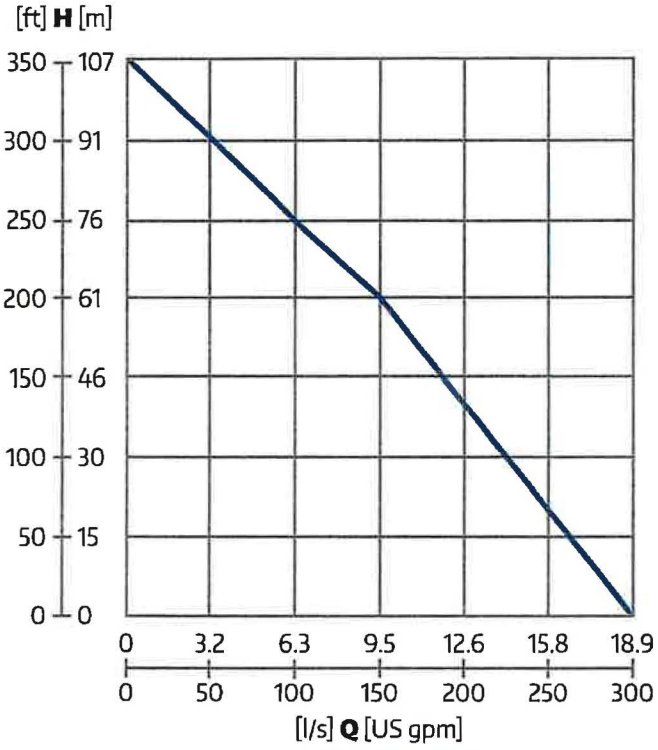
Client/Project: IDAHO WATER RESOURCE BOARD — MOUNTAIN HOME AIR FORCE BASE WATER REUSE/ICE PROJECT

Title: PUMP PLAN

Drawing No: C-102

TD335HH 19.0 HP

MHAFB Proposed Method of Diversion





Rated HP		19.0 hp / 14.2 kW
RPM		3600
Rated Amperage at	230V - 3ph	46.0 A
	460V - 3ph	23.0 A
	575V - 3ph	18.0 A
	1000V - 3ph	10.6 A
Standard Discharge		4" male N.P.T.
	option	6" male N.P.T.
	option	4" Victaulic
	option	6" Victaulic
Weight (less cable)		205 lbs (93 kg)

CUSTOM TRUCK ONE SOURCE

LOAD KING 4,000 GALLON WATER TRUCK

AVAILABLE ON A VARIETY OF CHASSIS BRANDS & MODELS

MHAFB Proposed Method of Distribution



SPECS

CAPACITY: 6,000 US GALLONS
DIMENSIONS: 198" LONG X 96" WIDE X 64.75" TALL
TANK SHELL: A36 STEEL
TANK ENDS: A36 STEEL, DOMED WITH FLANGE
TEAR PAD: A36 STEEL
TANK BAFFLES: (3) A36 STEEL W/ 20" CRAWL HOLE
TANK RUNNERS: A36 STEEL, FORMED
ANGLE STYLE, FULL LENGTH
TANK SHAPE: MODIFIED ELLIPSE, LARGE RADIUS CORNERS
MAN-WAY: 24" ROUND MAN-WAY,
MESH LIFT OUT GRATE, NO LID
FILL PIPE: 2-1/2" PIPE, CAM GROOVE COUPLER
LADDER: REAR MOUNTED, PIPE CONSTRUCTION, ANTI-SLIP RUNGS
FENDERS: A36 STEEL, SPRAY LINED FINISH, BLACK ONLY,
TROUGH STYLE TRAY
MEDIABLASTED
PRIMERBASE / TOPCOATWHITE
WATER SYSTEM
4X3 WATER PUMP
SHAFT DRIVEN PUMP AND ALL REQUIRED PLUMBING AND FITTINGS
CREEK FILL SUCTION
NO PRIMER PUMP
FRONT SPRAY SYSTEM
(2) INDEPENDENTLY OPERATED AIR SPRAY VALVE
MID SPRAY SYSTEM
(1) INDEPENDENTLY OPERATED AIR SPRAY VALVE
DRIVE SIDE (PASSENGER SIDE OPTIONAL)
REAR SPRAY SYSTEM
(2) INDEPENDENTLY OPERATED AIR SPRAY VALVES
HOSE REEL ASSEMBLY
MANUAL REWIND HOSE REEL, 50' X 1-1/2" HOSE,
FIREMANS NOZZLE END MOUNTED ON HOSE REEL
ON-ROAD WATER TANK PARTS
TIE DOWN HARDWARE AND MISC PARTS
ELECTRICAL AND LIGHTING
DOT/ICC COMPLIANT LIGHTS AND REFLECTORS
TRUCK-LITE WIRING HARNESS
2-1/2" X 50' WATER TRUCK HYDRANT HOSE
3" SUCTION HOSE KIT CONTAINS
(2) 3" X 10' MXF CAM & GROOVE
(1) 3" X 10' FEMALE CAM & GROVE X 3" SUCTION STRAINER







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*Custom Truck One Source reserves the right to change the specification of any unit at any time without prior notice. This brochure is only a statement of general specifications on the date of this publication.

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CUSTOM TRUCK ONE SOURCE

IMCO

Attachment 3A
Detailed Information on the Proposed Use of Rental Water

IMCO

Attachment 3A: Detailed Information on Proposed use of Rental Water

IMCO General Construction proposes the use of rental water for construction purposes. This rental water will be used during the construction of these purposes which include but are not limited to the following:

- Water for curing concrete pad.
  - Adequate number of gallons to cure concrete pad to a compressive strength of 4,000 PSI.
    - 1,354 SF
- Water for dust control at the pump station, for access road improvements, and along the pipeline alignment.
  - Adequate number of gallons to prevent harmful implications outlined in Attachment 4B.
    - 996,280 SF
- Water for compaction at the pump station, for access road improvements, and along the pipeline alignment.
  - Adequate number of gallons to properly compact the required locations to the specified soil densities outlined in Attachment 4B
    - 274,008 SF

2116 Buchanan Loop
Ferndale, WA 98248
Phone: 360.671.3936
Fax: 360.671.8808
WA License No. IMCOGI*215R1
imcoconstruction.com
AN EQUAL OPPORTUNITY EMPLOYER

IMCO

Attachment 3F & 3K
Authorization from the Owner at Proposed Place of Use and Point of Diversion

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE OFFICE OF THE ACTING ASSISTANT SECRETARY OF THE AIR FORCE FOR ENERGY, INSTALLATIONS, AND ENVIRONMENT

AND

366th FIGHTER WING
MOUNTAIN HOME AIR FORCE BASE

AND

THE IDAHO WATER RESOURCE BOARD

AND

IDAHO OFFICE OF THE GOVERNOR

FOR

POTENTIAL WATER RESILIENCE PROJECT IN THE MOUNTAIN HOME PLATEAU REGION

F1AF2E-21133-001

This is a memorandum of understanding (MOU) between the Department of the Air Force (DAF), through the Air Force Office of Energy Assurance (OEA), on behalf of the Office of the Acting Assistant Secretary of the Air Force for Energy, Installations, and Environment, the 366th Fighter Wing, Mountain Home Air Force Base (MHAFB), Idaho Office of the Governor and the Idaho Water Resource Board (IWRB), each a "Party" and collectively referred to as the "Parties."

1. **BACKGROUND:**

Given that the regional Mountain Home aquifer has been steadily declining at a rate of two feet per year, the State of Idaho (State), desires to sustainably manage available water resources and maximize their economic benefit. The 2019 Idaho State Legislature passed and approved Senate Joint Memorial 104, which states the Legislature's support of the construction of a new water supply pipeline to MHAFB to bring water from the Snake River to the base. In 2019, the Idaho State Legislature appropriated $20M into the Water Management Account, which can be used for the Mountain Home Air Force Base pipeline. The 2021 Idaho State Legislature appropriated an additional $50M into the Water Management Account, providing sufficient funds to move forward.

A solution and component of a regional strategy is for the State to provide a pump station and pipeline conveyance system to deliver water from the Snake River to the MHAFB property boundary. Once constructed and delivering water to the MHAFB, the IWRB will have secured senior priority water rights from the Snake River. The IWRB has proposed connecting the Snake River pipeline to MHAFB to deliver the senior priority water rights held by the IWRB. Should the project be funded and constructed by the IWRB, once construction is complete, the State intends to transfer or gift the pipeline to the DAF which will then hold title and assume operations and maintenance responsibilities and associated costs for the pipeline. The IWRB will continue to hold the Snake River water rights. MHAFB does not have an active water Utility Services Contract (USC) or Intergovernmental Support Agreement (IGSA), but it may be determined at a future time that a USC or IGSA would be needed to deliver water via the pipeline to the MHAFB property boundary. Any adopted solution must be consistent with federal and state statutory requirements applicable to the DAF and IWRB, including the requirements relating to budgetary scoring.

The Snake River surface water would serve as an additional water source and the DAF would supplement groundwater use with Snake River water. The DAF intends to preserve and exercise its existing groundwater rights' capability to draw from on-base wells to retain access to groundwater and its right to engage in water conservation programs as desired.

2. PURPOSE:

a) The Parties seek to establish an MOU with the intent of achieving reduced and/or shared costs and reductions in risk by finding solutions to improve water resilience. The Parties will engage in alignment of execution strategies, transaction approaches, and other miscellaneous scope items associated with the project concept.

b) The Parties agree to develop a clear set of conditions to ensure that both Parties' decision to proceed with a water resilience project is mutually supportive and in concert with the other Party.

c) The DAF will preserve and exercise the existing groundwater rights at MHAFB and the existing capability to draw from onsite wells. The DAF will also preserve the right to implement water conservation measures or other water-reducing techniques.

3. UNDERSTANDINGS OF THE PARTIES:

a) The DAF will investigate potential authorities to comply with executive agency requirements including, but not limited to, 40 U. S. C. § 501 (Services for executive agencies) and relevant environmental statutes and requirements, including the National Environmental Policy Act (NEPA), 42 U. S. C. § 4321, et seq. The DAF will research and identify potential authorities to accept the transfer including but not limited to: 10 U.S.C. § 2608 - Acceptance of contributions for defense programs, projects, and activities, Defense Cooperation Account, 10 U.S.C. § 2663 - Land acquisition authorities and 10 U.S.C § 2601 - General gift funds.

b) The IWRB will pursue funding sources, including, but not limited to funds available in the Water Management Account, Idaho Code § 42-1760, to construct an intake pumping station and pipeline, estimated at $27M, to deliver surface water from Snake River to MHAFB.

c) The State of Idaho intends to transfer or gift the intake pumping station and pipeline to the DAF, which will then hold title and assume operations and maintenance responsibilities and associated costs for the pipeline. The IWRB will continue to hold the Snake River water rights.

d) The DAF will pursue funding sources including, but not limited to, the Energy Resilience and Conservation Investment Program (ERCIP) to fund design and construction for a new water treatment plant (WTP) to process the surface water from the Snake River. If Parties determine that the project scope items are in the best interest of all Parties, Parties may coordinate project efforts by sharing construction and design plans, as well as details of environmental studies and/or lease transactions.

e) With funding secured, the DAF will construct a new WTP located on MHAFB, estimated to cost $49.3M, to process the incoming Snake River surface water. MHAFB will utilize surface water provided by the Snake River pumping station and pipeline to operate the WTP.

f) The Parties will develop a strategy that clearly outlines roles and responsibilities for the operations and maintenance of the pipeline prior to a final decision to undertake a water resilience project.

g) Each Party will implement its own scoping, analysis, and approval process, in consultation with the other Parties as required to assure overall consistency in analysis. Upon completion of approvals, the Parties agree to collaborate as may be useful or necessary to assure that the separate projects function together, particularly as may be required to allow effective interconnection of the pipeline with the WTP.

h) Future obligations and expenses of each Party shall be through separate, future agreements and contracts and not through this MOU. The Parties acknowledge the DAF shall at no time be obligated for payment of fees, tariffs, capital recovery charges, etc. associated with construction of an intake pumping station and pipeline to deliver surface water from Snake River to MHAFB; and the State shall at no time be obligated with charges associated with construction for the WTP.

4. **PERSONNEL:**
Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

5. **GENERAL PROVISIONS:**

5.1. **POINTS OF CONTACT**: The following are the points of contact that will be used by the Parties to communicate in implementations of this MOU. Each Party may change its point of contact upon reasonable notice to other Parties.

5.1.1. **OEA (on behalf of the Office of the Acting Assistant Secretary of the Air Force for Energy, Installations, and Environment):**
Ms. Brittany Angle
Chief, Project Development Division

5.1.2. **MHAFB:**
Mr. Andrew Mendoza
Deputy Base Civil Engineer

5.1.3. **IWRB:**
Brian Patton
Executive Officer, Idaho Water Resource Board

5.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to OEA, to –

2530 Crystal Drive, 8th Floor, Arlington, VA 22202

And, if to MHAFB, to –

366CES/CD, 1030 Liberator St. Mountain Home AFB ID 83648

And, if to IWRB, to –

PO Box 83720, Boise, ID 83720-0098

5.3. **FUNDS AND MANPOWER.** This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

5.4. **MODIFICATION OF MOU:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.

5.5. **DISPUTES:** Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

5.6. **TERMINATION OF UNDERSTANDING:** The Parties acknowledge and agree that each Party will have the right to terminate the negotiation of an agreement for any reason or no reason and that no Party owes a duty to negotiate an agreement. The MOU may be terminated by either Party by giving at least 180 days written notice to the other Party.

5.7. **TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.

5.8. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

5.9. **EFFECTIVE DATE**: This MOU takes effect beginning on the day after the last Party signs.

5.10. **EXPIRATION DATE:** This MOU expires two (2) years from the effective date unless renewed by all Parties. Additional reviews may take place as changing conditions or circumstances require.

6. **FINANCIAL DETAILS:** This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

7. **COMPETITION:** Nothing in this MOU provides the Parties with any preference, advantage or otherwise in furtherance or pursuit of any engagement outside the scope of this MOU, nor in any respect limits the options of any Party with respect to the subject matter of this MOU or any other project or undertaking. In order to avoid any appearance of a conflict of interest, the Parties may set limits on the level of assistance or cooperation any Party provides the other.

APPROVED:

Office of the Acting Assistant Secretary of the Air Force
for Energy, Installations, and Environment

Jennifer L. Miller

JENNIFER L. MILLER
Acting Assistant Secretary of the Air Force
(Energy, Installations, and Environment)
Date: 13 May 2021

Mountain Home Air Force Base

RICHARD A. GOODMAN
Colonel
Commander, 366 Fighter Wing (ACC)
Date: 10 May 2021

Idaho Water Resources Board (IWRB)

Jeff Raybould
Chairman
Date: May 7, 2021

Idaho Office of the Governor



Brad Little
Governor
Date: 5/10/21

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Four Rivers Field Office
3948 Development Avenue
Boise, Idaho 83705

In Reply Refer To:
IDI-38314/ 2800 (ID111)

CERTIFIED MAIL:
RETURN RECEIPT REQUESTED

DECISION

Randy Broesch	:	
Idaho Water Resources Board	:	Right-of-Way Grant
322 E. Front Street, Suite 39431	:	
Boise, Idaho 83702	:	

RIGHT-OF-WAY GRANT IDI-38314 ISSUED

Enclosed is an original copy of your right-of-way (ROW) grant, serial number IDI-38314, which authorizes the right to construct, operate, maintain, and terminate a water pump station and intake structure, associated access roads, and a 20 to 24 inch water pipeline (A sustainable Water Supply System for Mountain Home Air Force Base).

NOTE: Stipulation 4.i. requires that you notify our office prior to construction. The Holder shall not initiate any construction or other surface disturbing activities on the right-of-way without prior written authorization of the authorized officer. Such authorization shall be a written Notice to Proceed (Form 2800-15) issued by the authorized officer. **The Notice to Proceed will only be issued after the Holder submits a final approved Plan of Development (POD).** Any Notice to Proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.

Appeal Procedures

This decision may be appealed to the Interior Board of Land Appeals (IBLA), Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulations at 43 CFR 2801.10 and 43 CFR 4.21 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is

required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the IBLA and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed in this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

(1) The relative harm to the parties if the stay is granted or denied,

(2) The likelihood of the appellant's success on the merits,

(3) The likelihood of immediate and irreparable harm if the stay is not granted, and

(4) Whether the public interest favors granting the stay.

Sincerely,

Amanda Hoffman

Amanda L. Hoffman
Manager,
Morley Nelson Snake River Birds of Prey
National Conservation Area

2 Enclosures
1 - Right-of-Way Grant, IDI-38314
2 - Form 1842-1

FORM 2800-14
(August 1985)

Issuing Office
NCA/BOP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER IDI-38314

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

   a. By this instrument, the Holder:

   IDAHO WATER RESOURCES BOARD
   322 E. FRONT STREET, SUITE 648
   BOISE, IDAHO 83702

   receives a right to construct, operate, use, maintain, and terminate A WATER PUMP STATION AND INTAKE STRUCTURE, ASSOCIATED ACCESS ROADS, AND A 20 TO 24 INCH WATER PIPELINE (A Sustainable Water Supply System for Mountain Home Air force Base) on public lands described as follows:

Boise Meridian, Idaho Elmore County

T. 4 S., R. 4 E.,
- section 13, S1/2SE1/4;
- section 22, SE1/4SW1/4, NE1/4SE1/4, and S1/2SE1/4;
- section 23, lots 1 thru 4, and N1/2SW1/4;
- section 24, NW1/4NE1/4, N1/2NW1/4, and SW1/4NW1/4,;
- section 27, NW1/4NE1/4, N1/2NW1/4, and SW1/4NW1/4;
- section 28, SE1/4NE1/4 and E1/2SE1/2;
- section 33, E1/2E1/2.

T. 4 S., R. 5 E.,
- section 8, SESE;
- section 9, NESW and S1/2SW1/4;
- section 15, E1/2E1/2;
- section 17, lots 1 thru 6;
- section 18, lots 5, 7, and 8, S1/2NE1/4, NE1/4SW1/4, and NW1/4SE1/4.

T. 5 S., R. 4 E.,
- section 4, lot 1, SE1/4NE1/4, NE1/4SE1/4, and SW1/4SE1/4;
- section 9, W1/2E1/2;
- section 21, NW1/4SE1/4, and SE1/4NE1/4;
- section 22, lot 4.

   b. The right-of-way area granted herein is 75 feet wide, approximately 76,032 feet or 14.4 miles in length and contains 131 acres, more or less.

   This grant also authorizes a short term right-of-way during the construction period herein 100 feet wide, approximately 76,032 feet or 14.4 miles in length and contains 174.55 acres, more or less.

c. **This instrument shall terminate on December 31, 2048, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.**

d. **At the discretion of the authorized officer this instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.**

e. **Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the Holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.**

3. **Rental: EXEMPT**

For and in consideration of the rights granted, the Holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. **Terms and Conditions:**

a. **This grant or permit is issued subject to the Holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.**

b. **Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 182 days, as directed by the authorized officer. (As directed by the Authorized Officer and identified in the Plan of Development).**

c. **Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.**

d. **The map set forth in Exhibits A – Location Map, dated June 21, 2018, attached hereto, is incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.**

e. **Failure of the Holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.**

f. **The Holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.**

General Terms

g. **The Holder shall conduct all activities associated with the construction, operation, maintenance, and termination of the ROW within the authorized limits of the ROW.**

h. **Holder's liability coverage is provided through a self-funded liability program administered by the Idaho State Office of Insurance Management. Limits of liability are $500,000 Combined Single Limits, which amount is Holder's limit of liability under the Idaho Tort Claims Act, and this Right of Way. Evidence of financial responsibility will be provided upon request and will consist of a Certificate of Financial Responsibility.**

i. **The Holder shall not initiate any construction or other surface disturbing activities on the right-of-way without prior written authorization of the authorized officer. Such authorization shall be a written Notice to Proceed (Form 2800-15) issued by the authorized officer. The Notice to Proceed will only be issued after the Holder submits a final approved Plan of Development (POD). Any Notice to Proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.**

k. **There is reserved to the authorized officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.**

l. **The Holder shall notify the authorized officer of any change of mailing address within 30 days of such change.**

m. **Right-of-way shall be maintained in a sanitary condition at all times; waste materials within the right-of-way shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.**

n. **If any emergency repair activity (here understood to be a sudden, unexpected or impending situation that may cause injury, loss of life, and damage to property) results in disturbance outside a previously disturbed area and/or the existing ROW boundary, the Holder will notify the authorized officer within 3 days of the occurrence. Upon review, the authorized officer may conclude the emergency repair activity is a substantial deviation (as defined in 43 CFR 2801.5). Substantial deviations require an amendment.**

o. **The Holder shall protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management survey monuments or references are obliterated during Holder's operations, the Holder shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.**

p. **The Holder shall permit free and unrestricted public access upon the ROW for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the ROW.**

q. **No signs or advertising devices shall be placed on the ROW or on adjacent public lands, except those posted by or at the direction of the authorized officer.**

Construction Plans & Operation and Maintenance

r. **The Holder shall construct, operate, and maintain the facilities, improvements, and structures within this ROW in strict conformity with the Plan of Development (POD) which will be approved prior to the issuance of the Notice to Proceed and any construction activities. The POD is made part of the grant. Any relocation, additional construction, or use that is not in accord with the approved POD, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete ROW grant, including all stipulations and approved POD, shall be made available to the Authorized Officer on the ROW area during construction, operation, and termination. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.**

s. **Specific sites as identified by the authorized officer (e.g., archaeological sites, areas with threatened and endangered species, or fragile watersheds) where construction equipment and vehicles are not allowed shall be clearly marked onsite by the Holder before any construction or surface disturbing activities begin. The Holder shall be responsible for assuring that construction personnel are well trained to recognize these markers and understand the equipment movement restrictions involved.**

t. **No construction or maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 3 inches deep, the soil shall be deemed too wet to adequately support construction equipment.**

u. **Holder shall remove only the minimum amount of vegetation and/or topsoil necessary for the construction and/or maintenance of structures and facilities.**

v. **Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.**

w. **The Holder shall furnish and apply water or other means satisfactory to the authorized officer for dust control.**

x. **Holder shall limit excavation to the areas of construction. All off-site borrow areas must be approved in writing by the authorized officer in advance of excavation. All waste material resulting from construction or use of the site by Holder shall be removed from the site. All waste disposal sites on public land must be approved in writing by the authorized officer in advance of use.**

y. **Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.**

Access

z. **Construction and/or maintenance-related traffic shall be restricted to routes approved by the authorized officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the authorized officer. Authorized roads used by the Holder shall be rehabilitated or maintained when construction activities are complete.**

aa. **If snow removal from the road is undertaken, equipment used for snow removal operations shall be equipped with shoes to keep the blade 2 inches off the road surface. Holder shall take special precautions where the surface of the ground is uneven and at drainage crossings to ensure that equipment blades do not destroy vegetation.**

Hazardous Materials and Toxic Substances

bb. **Holder shall comply with the applicable Federal and State Laws and regulations concerning the use of pesticides (i.e. insecticides, herbicides, fungicides, rodenticide, and other similar substances) in all activities/operations under this grant. Pesticides shall be used only in accordance with their registered uses and within the limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Pesticides shall not be permanently stored on public lands authorized for use under this grant. Applicator(s) shall hold a current applicator's license or be under the direct supervision of a licensed applicator.**

cc. **The Holder shall comply with all applicable Federal, State and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any Hazardous Material, as defined in this paragraph, that will be used, produced, transported or stored on or within the ROW or any of the ROW facilities, or used in the construction, operation, maintenance or termination of the ROW or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended, (hereinafter "CERCLA") and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended, (hereinafter "RCRA") and its regulations. The term hazardous material also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, 42 U. S. C. § 2011 et seq., as amended. The term does <u>not</u> include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. § 9601(14), nor does the term include natural gas.**

dd. **Coverage for Holder's liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) is provided through a self-funded liability program administered by the Idaho State Office of Insurance Management. Limits of liability are $500,000 Combined Single Limits, which amount is Holder's limit of liability under the Idaho Tort Claims Act, and this Right of Way. Evidence of financial responsibility will be provided upon request and will consist of a Certificate of Financial Responsibility.**

Fire Prevention and Control

ee. When performing construction and maintenance (including emergency repairs) activities during the "closed" fire season (May 10 – October 20), as set by Idaho State Law, Title 38-115, or during any other closed fire season prescribed by the BLM Idaho State Director, the Holder, including those working on their behalf, shall equip at least one on-site vehicle with firefighting equipment, including, but not limited to, fire suppression hand tools (i.e. shovels, rakes, Pulaski's, etc.), a 16-20 pound fire extinguisher, and a sufficient supply of water for initial attack, with a mechanism to effectively spray the water (i.e. backpack pumps, watersprayer, etc.).

ff. During conditions of extreme fire danger or when the State of Idaho and/or the BLM Idaho State Director issues a fire restriction order, operations shall be limited or suspended in specific areas, or additional measures may be required by the authorized officer.

gg. In accordance with 43 CFR 2805.12(d) (or subsequent revisions), the Holder shall do everything reasonable to prevent wildfires on or in the immediate vicinity of the ROW. The Holder will immediately report fires to the BLM authorized officer or Fire Dispatch 800-974-2373 and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires they cause to ignite.

hh. The Holder shall report to the Fire Investigator or BLM Incident Commander and shall not enter into the origin area on BLM fires unless given permission to do so.

ii. The Holder will collaborate and cooperate with the BLM in its efforts to investigate, suppress and respond to all future wildland fires. The duty to "collaborate" and "cooperate" includes, but is not limited to, the following duties regardless of whether BLM is on the scene:

- **i. The duty to provide the BLM (authorized officer or Fire Dispatch 800-974-2373) with reasonable and timely notice concerning all wildland fires involving the Holder's facilities, or discovered during routine operations.**
- **ii. The duty to share factual information with the BLM concerning the wildland fires, including but not limited to the names of Holder's employees with knowledge of the incident; and to allow employees to be interviewed by BLM's investigators regarding factual information relating to a wildland fire.**
- **iii. The duty to reasonably account for Holder's actions taken at the scene of a wildland fire.**
- **iv. The duty to minimize disturbance of potential evidence located on the scene; to properly handle and preserve any evidence collected; to not engage in any destructive testing without BLM's consent; and to make all evidence available to the BLM in a rapid and timely manner.**
- **v. The duty to not hamper the BLM investigation of origin and cause of the wildland fire; and to reasonably assist BLM's investigation at the scene.**
- **vi. The duty to provide information concerning the construction, maintenance and/or repairs of any of Holder's facilities located at or adjacent to a wildland fire.**
- **vii. The duty, during BLM fire suppression efforts: to defer to and follow the instructions of the BLM's incident commander regarding activities within the boundaries of the wildland fire and checking in and out of the wildland fire; and to recognize BLM's primary authority over the scene.**

Cultural

jj. Pursuant to 43 CFR 10, the Holder of this authorization must immediately notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4 (c) and (d), the Holder must stop activities in the vicinity of the discovery and protect it until notified to proceed by the authorized officer. The BLM authorized officer will determine avoidance, protection or mitigation measures in consultation with the Holder, Idaho State Historical Preservation Office, and affected Tribes. Costs associated with the discovery, evaluation, protection or mitigation of the discovery shall be the responsibility of the Holder.

kk. Any cultural and/or paleontological resource (historic or prehistoric site or object, or fossil) discovered by the Holder, or any persons working on his behalf on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and mitigation, and any decision as to proper avoidance, protection or mitigation measures will be made by the authorized officer after consulting with the Holder and others under Section 106 of the National Historic Preservation Act.

Avian Protection

ll. If proposed operations and maintenance activities are located within one mile of bald or golden eagle nests, the Holder shall coordinate with the BLM and the USFWS to determine the likelihood of disturbance and any appropriate measures necessary to comply with the Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.).

mm. Operations and maintenance activities shall be conducted within the ROW in order to avoid and/or minimize take of migratory birds as defined in the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. § 703 et seq.) as amended. If any ground disturbing activities must occur during the nesting season (e.g., soil disturbance or vegetation removal), the Holder shall coordinate with the BLM and USFWS to determine appropriate measures to comply with the MBTA. At a minimum, the Holder shall consider conducting ground disturbance and vegetation removal either prior to or following the nesting season to avoid take during the nesting season.

Plants

nn. The Holder shall be responsible for weed control, including noxious weeds and non-native invasive plants that result from construction, use, or maintenance authorized in the Holder's ROW grant. The Holder must coordinate with the authorized officer and/or local authorities for acceptable weed control measures (within limits imposed in the grant stipulations) prior to implementing weed treatments. If herbicides are to be used for weed control, the applicator(s) shall hold a

current State of Idaho applicator's license or be under the direct supervision of a licensed applicator.

oo. The Holder is responsible for ensuring the undercarriages of equipment and/or vehicles used within the ROW are free of all soil and plant material prior to operating on public lands to reduce the establishment of new invasive, non-native species and/or the spread of existing species to new areas.

Special Stipulations

pp. To avoid potential impacts, seasonal limitations on all construction activities within the confines of Snake River Canyon shall be implemented from January 1 through July 31 to avoid nesting raptors and migratory bird species during their breeding season.

qq. In compliance with the Migratory Bird Treaty Act (MBTA), construction and rehabilitation activities are not allowed during the migratory bird nesting season April 1 – June 30. The authorized officer may waive this restriction, with a notice in writing, only if a qualified biologist conducts a survey to determine the presence of nesting birds near the project location, and determines that construction activities would not impact migratory birds.

rr. The Holder shall perform pre-construction site surveys to determine the presence/absence of occupied burrowing owl nests in March and April in order to prevent conflicts during construction, and will observe a 250-foot buffer zone around all identified occupied nests.

ss. All construction activities will avoid playas occupied by Davis Peppergrass Element Occurrence 64 and areas immediately adjacent to those playas to eliminate the potential for disturbance. This includes activities such as driving and staging construction equipment and supplies within or immediately adjacent to the playas.

tt. All affected grazing permittees will be notified when construction is scheduled to begin. All potential hazards to livestock will be fenced or contained.

uu. All existing improvements (e.g., fences, gates, and bar ditches) in the Project area will be repaired to pre-construction conditions. Any fence lines needing to be cut will first be tied to H-braces and openings will be protected as necessary during construction in order to prevent the escape of l ivestock. A temporary closure will be installed the same day the fence is cut. Following reclamation, the fence will be reconstructed to BLM specifications.

vv. A revegetation plan, including information about native plant seed mixtures, watering requirements, etc. shall be developed, approved by the authorized officer, and implemented to rehabilitate the landscape using native plants and replacing native topsoil, to the extent practicable. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorizing officer upon evaluation after the 2nd growing season.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

IDAHO WATER RESOURCES BOARD

Signature of Holder

EXECUTIVE OFFICER, IDAHO WATER RESOURCE BOARD

Title

21 - SEP - 2018

Date

BUREAU OF LAND MANAGEMENT

Amanda Hoffman

Signature of Authorized Officer

Manager, Morley Nelson Snake River Birds of Prey National Conservation Area

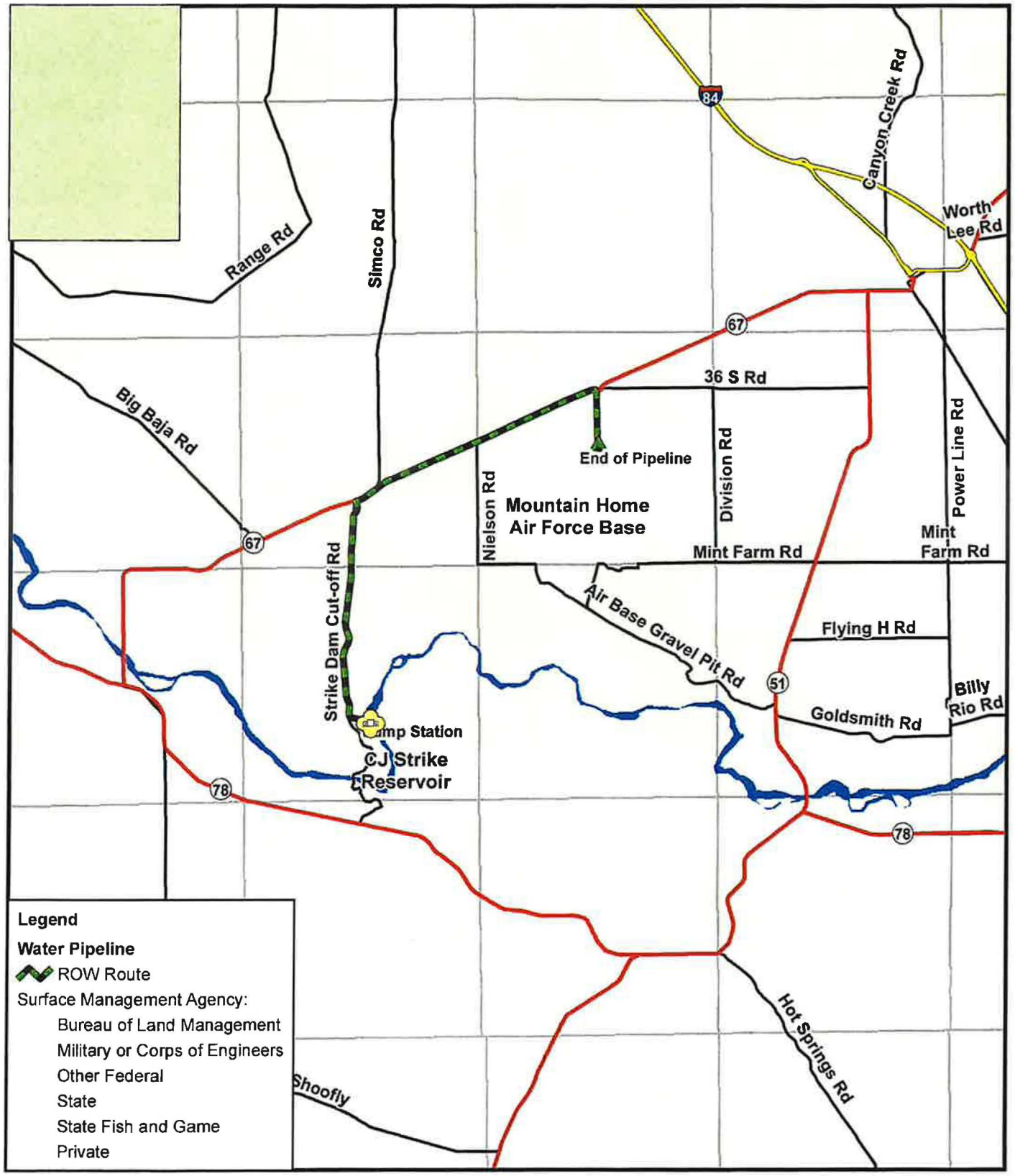
Title

10-16-18

Effective Date of Grant

Exhibit A

IDI-38314 Idaho Water Resource Board
MHAFB Water Pipeline ROW



U.S. Department of the Interior
Bureau of Land Management, Idaho
Boise District, Four Rivers Field Office
Map date: August 30, 2018

1:225,806

0 1 2 3 Miles

N

No warranty is made by the Bureau of Land Management.
The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed.
This map cannot be made Section 508 compliant.
For help with its data or information, please contact the BLM Idaho State Office webmaster at (208) 373-4000.

IMCO

Attachment 4B
Explanation of How Rental Water will Sufficiently Accomplish our Purpose

IMCO

Attachment 4B: Explanation of how the Rental Water will Sufficiently Accomplish our Rental Purposes

IMCO General Construction proposes the use of rental water for construction purposes. This includes the use of rental water for the purposes of concrete curing, dust control, and compaction. Sufficient water will be required to adequately cure the new concrete pad, located at the pump station, to a compressive strength of 4,000 PSI.

Rental water will be used to adequately reduce the potential for construction activities to generate dust from disturbed soil surfaces. Airborne particles pose a dual threat to the environment and human health, dust that the wind carries off-site can impact nearby waterbodies due to direct deposition or transport by stormwater. In addition, dust from construction sites increases the levels of particle air pollution which can contribute to respiratory health problems and create inhospitable working environments when inhaled.

Finally, rental water will also be used for the purposes of construction compaction at the following locations, pump station building footprint, pump station site, Simplot access road, along the pipeline. Soil compaction is necessary to increase the bearing capacity and stiffness of in-situ or chemically modified soils. Compaction increases the shear strength of soils by adding friction from the interlocking of particles. Future settlement of soils is reduced by increasing the stiffness and eliminating voids creating a densified soil. The pump station location is required to be compacted to 95% of the possible soil density, and the pipeline will be compacted to 90% of the possible soil density. All other locations not mentioned are assumed to be compacted to 90% of the possible soil density.

2116 Buchanan Loop
Ferndale, WA 98248
Phone: 360.671.3936
Fax: 360.671.8808
WA License No. IMCOGI*215R1
imcoconstruction.com
AN EQUAL OPPORTUNITY EMPLOYER

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

May 20, 2024

IDAHO WATER RESOURCE BOARD
322 E FRONT ST
BOISE ID 83720

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). . 2-10300A, 2-10300B, AND 2-10506, AGREEMENT 859

Dear Renter:

Please find enclosed a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of water for ground water recharge during 2019. 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.

Per resolution of the Idaho Water Resource Board, there will be no fee charged for the rental of water permit 1-7054 and the full fee for the rental of the above-described permit is $0.00.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,

Catalina Beck

for
Water Supply Bank

Enclosures: Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Southern Regional Office
Water District 02
Wesley Hipke – IDWR

MEMORANDUM FOR AGREEMENT #859

To: Water Right(s) 2-10300A, 2-10300B, & 2-10506

From: Bob Howe

Date: May 7, 2024

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

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PURPOSE/NARRATIVE: Rental application #2974 was received by the Department on April 15, 2024, submitted and signed by Cynthia Bridge Clark on behalf of the Idaho Water Resource Board (IWRB). The application proposes to rent 1875 AF for Industrial use (compaction, dust abatement, concrete comp, and restoration) during construction for the Mountain Home Air Force Base (MHAFB) Water Resiliency Project, from 2024-2025. The applicant requested to rent irrigation rights 2-10300A, 2-10300B, and 2-10506 for 2 years (2024-2025). The rights are currently fully leased into the back through contracts that end in 2024. On May 8, 2024 the IWRB filed lease applications 2986 and 2987 for the continued lease of the full portions of the rights for 5 more years starting in 2025. The proposed leases and rental are in the Trust Area, the Moratorium Area (SRBA), and IDWR's Southern Region.

AUTHORITY TO FILE: The rental application was signed by Cynthia Bridge Clark, Planning and Projects Buruea Chief at IDWR who is authorized to act on behalf of the IWRB.

The land at the rental PODs and POU is owned by the Bureau of Land Management (BLM). A BLM right-of-way grant was submitted with the application providing authorization for the proposed project, signed by Amanda Hoffman, manager of the Morley Nelson Snake River Birds of Prey National Conservation Area. No concerns with authority to file.

WATER RIGHT VALIDITY: The partial decrees for rights 2-10300A and 2-10300B were issued in 2012 through the SRBA to Cottonwood Mutual Canal Co., the ownership of the rights transferred to JR Simplot in October 2012 although the notice of change was not filed until September of 2013. Rights 2-10300A and 2-10300B were placed in the bank in 2013 for two years. Ownership of the rights was transferred to the IWRB in 2014. The rights have remained leased into the Bank since 2013. As a period of non-use has not elapsed since the decree date rights 2-10300A and 2-10300B are likely not lost due to abandonment or forfeiture.

Right 2-10506 is a child right of 2-10472 which is a child right of 2-10449 which is the child of right 2-10337. The partial decree for the original parent right 2-10337 was issued in 2008 and imagery does not support water use at the place of use following the issuance of the partial decree up to the creation of right 2-10472 in 2014. However, the entirety of the parent right 2-10472 had been placed in the Bank beginning in 2014, the 6th year of non-use. In 2015 right 2-10506 was created after a notice of ownership change was filed showing 225 acres was conveyed to the IWRB, right 2-10506 has remained leased into the Bank since 2015. Right 2-10506 is currently under lease contract 1131, ending 12/31/2024. Future rental reviews should consider any further periods when the POU is idle and not leased into the Bank as a validity concern. As previously noted, there is a 5-year period where the POU appears mostly idle from 2008 to 2013, before being accepted into the Bank. There are no concerns of validity at this time.

INJURY TO OTHER WATER RIGHTS: The lease POD and proposed rental POD are at the same location and from the same source. The applicant requests a full year season of use to allow for construction activities year round. However, the diversion of surface water outside the irrigation season could decrease the amount of water available to existing rights. The season of use will be limited to 04/1-10/31.

ENLARGEMENT OF USE: This rental application proposes to use the rented water for Industrial use during pipeline construction, specifically dust abatement, compaction, and mixing concrete. The applicant provided some information on the water use requirements and the proposed diversion system. A 19 Hp pump at the rental/lease POD will be used to divert water to a water tower on site used to fill a 4000 gallon water truck used to transport water for construction and related uses along the pipeline project. IWRB provided pump specs that show the maximum rate will be no more than 300 gallons per minute or 0.67 cfs. The estimated total time to completion is 60 working days (3 months). The rental application proposes a change to the nature of use from irrigation to industrial use so an evaluation of the historic consumptive use must be made. Documents in the records show the rights were not diverted for use at the current place of use therefore the previous place of use should be considered. Prior to the approval of transfer no. 78075 rights 2-10300A and 2-10300B were located within section 14, township 06S, range 10E. Prior to the approval of transfer no. 77479 the place of use of right 2-10506 was located within sections 1, 2, 12, 13, and 24 of township 06S, range 10E and sections 6, 7, 17, 18, and 19, township 06S, range 11E. The pre-transfer places of use of all three rights are best represented by climate data and precipitation deficit calculations using the Glenns Ferry Agrimet Station.

SPF Water Engineering (now HDR Inc.) prepared *Additional Information for Idaho Water Resource Board Water Right Applications* dated 1/24/18. Footnote 4 at the bottom of page 5 states, "It is likely the crop of greatest interest at the original location was potatoes (which require crop rotation) based on nearby farming practice and the need for high-value crop production to off-set high-lift pumping costs from the Snake River." The report recognizes alfalfa, potatoes, grain, and sugar beets as likely crops grown in rotation. Since alfalfa was likely grown at the previous place of use and the crop is often used as a representative crop for the most likely highest annual consumptive use, the volume available for industrial use under the rental should be based on consumptive use of alfalfa at the pre-transfer place of use. SPF's report recommends an average consumptive value based on crop rotation of 2.91 af/ac but lists 3.61 af/ac as the consumptive value for alfalfa. The IWRB application includes a rough estimate of the volume requirements during the construction. Attachment 2 of the application is a map and table of water use. Upon request for clarification IWRB staff provided the amounts were intended to be in cubic feet and the dust control was a daily estimate. Using the estimated 60 working days the total estimated water requirement is 60,142,084 cubic feet or approximately 1381 af. However, the entire consumptive use volume is requested to provide more water as needed. In section 4c of the supporting information, the IWRB suggests a rental volume of 1875 af (equivalent to 3.0 af consumed per acre) would ensure the rights are not enlarged. 1875 af is nearly equivalent to the average consumptive volume calculated by SPF and potentially less than the amount for alfalfa so it is likely a rental for 1875 af for industrial construction use is not an enlargement of the rights.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

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

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The location for the rental PODs is within Water District 2, the Trust Water, the Snake River Basin Moratorium Area, and tributary to the Snake River which is associated with multiple Minimum Stream Flow (MSF) rights. A request for comments was sent to the Western Regional office, Watermaster Rob Whitney, and Idaho Water Resource Board on May 9, 2024. Comment was received from the Watermaster requesting that a condition be added to the rental to, "require measurement with a totalizing flowmeter or other device acceptable to the watermaster and the Department."