

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 928

RECEIVED
APR 25 2025
Department of Water Resources

This is to certify that:

POTTER CREEK RANCH LC
PO BOX 540478
N SALT LAKE, UT 84054-0478

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)
29-4406	1/1/1880	SPRING	0.55	105.0	30.0	0.018	3.50
29-4408	1/1/1880	SPRING	0.39	77.0	22.0	0.018	3.50
29-4423	1/1/1880	UNNAMED STREAM	0.55	105.0	30.0	0.018	3.50
29-12055	1/1/1880	SPRING	0.16	28.0	30.0	0.020	3.50
Combined Limit Totals			1.09	216.3	61.8	0.020	3.50

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2029. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2025, whichever occurs last.

Annual Rental Fee:

2025 - 2029: \$713.79 annually

The full fee for the rental of the above-described right(s) is \$713.79 per year for years 2025 - 2029. The rental fee includes an administrative fee of \$713.79 per year for years 2025 - 2029. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 29-4406, 29-4408, 29-4423, 29-12055.

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.

Detailed water right conditions are attached.

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WATER SUPPLY BANK RENTAL AGREEMENT No. 928

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:

POTTER CREEK RANCH, L.C.

By: DocuSigned by:
CHRISTOPHER F. ROBINSON
4121EF7DF47848E...
Signature of Renter

04/16/2025

Date

Christopher F. Robinson
Printed Name

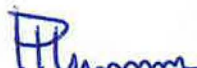
Manager of General Partner of Manager
Title

*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 
BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Date 4/29/25

Rental approved by IDWR 

Date 4/29/25

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 928

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

MARSH CREEK SWNE Sec. 11, Twp 11S, Rge 36E, BANNOCK County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
1.09 CFS

VOLUME
216.3 AF

SEASON OF USE

From To
4/1 10/31

RENTERS PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S	36E	11												22.0					22.0
11S	36E	14					21.0			18.8									39.8

Total Acres: 61.8

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. Use of water under this rental and Right 29-2295F when combined shall not exceed a total diversion rate of 1.09 cfs, a total annual maximum diversion volume of 216.3 af at the field headgate, and the irrigation of 61.8 acres.

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10. Rental of rights 29-4406, 29-4408, 29-4423 and 29-12055 when combined shall not exceed a total diversion rate of 1.09 cfs, a total annual maximum diversion volume of 216.3 af at the field headgate, and the irrigation of 61.8 acres.
11. Right 29-4406 is limited to the irrigation of 30.0 acres within the place of use described above in a single irrigation season.
12. Right 29-4408 is limited to the irrigation of 22.0 acres within the place of use described above in a single irrigation season.
13. Right 29-4423 is limited to the irrigation of 30.0 acres within the place of use described above in a single irrigation season.
14. Right 29-12055 is limited to the irrigation of 8.0 acres within the place of use described above in a single irrigation season.
15. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
16. Use of water under this agreement 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. 29H
17. The diversion and use of water under this rental agreement shall only occur:
 - a. When water is available and in priority at the original points of diversion of rights 29-4406, 29-4423, 29-4408, and 29-12055; and
 - b. When all water rights with a source of Marsh Creek having existing authorized points of diversion in the reach downstream from the authorized rental point of diversion and upstream from the original water right sources and their confluence with Marsh Creek (reach beginning SWNE, S14, T11S, R36E and ending NESE, S1, T10S, R36E) are satisfied.

Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 928

Effective until December 31, 2029

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



Legend

-  Water Supply Bank Rental Point of Diversion
-  Water Supply Bank Rental Place of Use
-  Township/Range
-  Sections
-  QQ

0 1,000 2,000 3,000 Feet



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

Oct 21, 2024

DEPARTMENT OF
WATER RESOURCES

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

Applicant Name: Potter Creek Ranch, L.C.

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)

29-4406	29-4423
29-4408	29-12055

3082

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Potter Creek Ranch, L.C.

Mailing Address P.O. Box 540478 North Salt Lake Utah 84054
Street City State Zip Code
 Email Address crobinson@theensigngroup.com Phone Number 801-599-4397

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 _____ Professional Title _____
 Organization _____ Relationship to Applicant Manager
 Mailing Address _____
 Email Address _____ Phone Number _____

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**:

We own WR 29-2295F with a priority date of 1950, which is likely to be curtailed and un-usable to irrigate our
crops

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)
1.09. CFS	AF	CFS	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?	
4/1/2025	5/1/2025	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☒ Process application as soon as possible	☐ Return application to applicant

* 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):

We have an electrical pump in Marsh Creek that pressurizes and lifts the water to our fields a short distance to the west using wheel and hand lines.

- 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
Electrical Pump	Marsh Creek	29-2295F

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 61.8 (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: _____ (mm/dd) to: _____ (mm/dd)
☐ Other: _____ from: _____ (mm/dd) to: _____ (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:

Our Water Right No. 29-2295F has a 1950 priority date, which is likely to be curtailed for all or much of the irrigation season. We wish to rent these water rights in order to allow us to irrigate our farm the whole season.

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)
29-4406	Irrigation	0.60	105	30.0				
29-4408	Irrigation	0.44	77.0	22.0				
29-4423	Irrigation	0.60	105	30.0				
29-12055	Irrigation	0.16	28.0	8.0				
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	1.09	216.3	61.8
						CFS	AF	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**:

**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:

We rented the same water rights during parts of the 2023 irrigation season.

- 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:

Yes ☐ No ☒

- 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.

Yes ☐ No ☒

- D. Additional Information

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.

By: DocuSigned by:
CHRISTOPHER F. ROBINSON POTTER CREEK RANCH, L.C. October 19, 2024
Signature of Applicant Mgr of Gen Ptr of Mgr Printed Name of Applicant Date

Signature of Representative

Printed Name of Representative

Date

Mail to:

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

Date: 04/23/2024

Receipt Number: 10233

Amount Paid: \$185.00

APR 8 '24 PM2:16

CERTIFICATE OF SECOND AMENDMENT AND RESTATEMENT OF

CERTIFICATE OF ORGANIZATION

OF

POTTER CREEK RANCH, L.C.

THIS CERTIFICATE OF SECOND AMENDMENT AND RESTATEMENT OF CERTIFICATE OF ORGANIZATION of POTTER CREEK RANCH, L.C., a Utah limited liability company, formed and organized under the laws of the State of Utah on January 6, 2020, is made and executed on this 8th day of April, 2024, by the undersigned, pursuant to Section 48-3a-202(3) of the Utah Revised Uniform Limited Liability Company Act

RECITALS:

WHEREAS, the Company was originally created by filing a Certificate of Organization (the "Original Certificate") with the Division of Corporations and Commercial Code on the 6th day of January, 2020 (Entity Number: 11603469-0160);

WHEREAS, the Company and its sole member amended and restated the Original Certificate by filing that certain *Certificate of Amendment and Restatement of Certificate of Organization of Potter Creek Ranch, L.C.*, on April 30, 2020; and

WHEREAS, the Company and its sole member desire to amend and restate the *Certificate of Amendment and Restatement of Certificate of Organization of Potter Creek Ranch, L.C.*, as provided hereinbelow.

NOW THEREFORE, the Company and its sole member have unanimously approved and adopted this Second Amended and Restated Certificate of Organization effective as of the date written above, as required by the Company's Operating Agreement and in accordance with Section 48-3a-202 and any other applicable provision of the Utah Revised Uniform Limited Liability Company Act, and the Second Amended and Restated Certificate of Organization shall now read as follows:

1. Name. The name of the limited liability company is POTTER CREEK RANCH, L.C. (the "Company").
2. Principal Place of Business. The street and mailing address of the Company's principal office is: 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, Utah 84054.

APR 8 '24 4:21:15

3. Period of Duration. The period of duration of the Company shall be perpetual, beginning on the date the Original Certificate was filed with Division of Corporations and Commercial Code of the Utah Department of Commerce, unless terminated pursuant to law or the provisions of the Company's Operating Agreement.

4. Registered Agent and Office. The name and street address of the Company's registered agent at the registered office are as follows:

Beaver Creek Investments,
a Utah general partnership
925 West 100 North, Suite F
PO Box 540478
North Salt Lake, Utah 84054

The registered agent accepts his appointment by his signature below.

Registered Agent:

Beaver Creek Investments,
A Utah general partnership
By: its General Partner, CFR BCIGP, L.C.,
A Utah limited liability company

By: Christopher F. Robinson
Christopher F. Robinson, Manager

5. Transfers. All member interest in the Company, whether held by a member or by a transfer or successor in interest of an assignable interest, shall be subject to the restrictions, limitations, and options contained in the Operating Agreement relating to the transfer of member interests, and no such membership or transferable interest shall be transferred except in accordance with the Operating Agreement. All persons are notified that the Operating Agreement restricts transfers and forbids any such transfer except in accordance with its terms.

6. Operating Agreement. The rights and obligations under the Operating Agreement are inherent characteristics of the Company and of any membership interest, transferable interest, or other interest in the Company, to which rights and obligations any person obtaining rights relating to the Company or an interest in or related to the Company shall be subject. The Operating Agreement includes, among other things, provisions relating to arbitration of disputes, the classification of membership interests, etc. The Operating Agreement may only be modified by a writing signed by the members, and no oral Operating Agreement (or oral agreements to amend the Operating Agreement) shall be permissible.

The undersigned affirms that they are the sole Manager and the sole member of the Company and that the facts set forth in the foregoing Certificate of Second Amendment and Restatement of Certificate of Organization are true.

APR 8 '24 PM 2:16

COMPANY:

**POTTER CREEK RANCH, L.C.,
A UTAH LIMITED LIABILITY COMPANY
BY: ITS MANAGER, BEAVER CREEK
INVESTMENTS, A UTAH GENERAL
PARTNERSHIP**

**By: its General Partner, CFR BCIGP, L.C.,
A Utah limited liability company**

By: Christopher F. Robinson
Christopher F. Robinson, Manager

SOLE MEMBER:

**BEAVER CREEK INVESTMENTS,
A UTAH GENERAL PARTNERSHIP**

**By: its General Partner, CFR BCIGP, L.C.,
A Utah limited liability company**

By: Christopher F. Robinson
Christopher F. Robinson, Manager

State of Utah
Department of Commerce
The Utah Uniform Commercial Code
has been filed
for this day of April 2024
and hereby issued
This Certificate thereof.

Examiner DR Date 04/09/24



Leigh Veillette
Leigh Veillette
Division Director



Legend

- Proposed POD
- Proposed POU
- TR Lines
- Section Lines
- Quarter Quarters



2021 NAIP Photo



Prepared by:
Luke H. Marchant
11/18/2022



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 01, 2025

POTTER CREEK RANCH LC
PO BOX 540478
N SALT LAKE, UT 84054-0478

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-4406, 29-4408, 29-4423, 29-12055, AGREEMENT 928**

Dear Renter:

Please find enclosed a receipt in the amount of **\$713.79** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of XX.X acre-feet of water for irrigation of XX.X acres during 2025. 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.

The rental fee will be retained by the Department to offset administrative costs since you have a private agreement with the owner of the rights.

The annual rental fee for 2026 is due by December 31, 2025. If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Debra Mansfield

for
Water Supply Bank

Enclosures: Receipt No. C120977
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office
Water District No. 29H

Mansfield, Debra

From: Mansfield, Debra
Sent: Wednesday, April 30, 2025 4:08 PM
To: Cefalo, James
Cc: Bank
Subject: Executed WSB Lease Contract 1966
Attachments: Executed WSB Lease Contract 1966 Hoot Owl LLC 2024-2027.pdf

Hello James,

Please see the attached copy of executed WSB Lease Contract 1966, in the name of Hoot Owl LLC, for your records.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

Condon, Mary

From: Chris Robinson <crobinson@theensigngroup.com>
Sent: Friday, April 25, 2025 4:00 PM
To: Crichton, Izzy
Cc: Cheever, Skyler; Bank; Chris Todd
Subject: FW: Water Supply Bank Lease/Rental Application Package 1951/928 Arimo Corp and Potter Creek Ranch
Attachments: Arimo Corp ID Water Res Bd Lease Contract 1951 Signed CFR 4 16 2025 w Map.pdf; IDWR Lease Cover Ltr to Arimo Corp 4 16 2025.pdf; IDWR Rental Cover Ltr to Potter Creek Ranch 4 16 2025.pdf; Potter Crk Ranch ID Water Res Bd Rental Agmt 928 Signed CFR 4 16 2025 w Map.pdf

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Izzy,

Here's the email that I mentioned in reply to your other email to me asking where the signed lease and rental agreements were.

Please see the attached and confirm receipt.

Best,

Chris
801-599-4397

From: Chris Robinson <crobinson@theensigngroup.com>
Date: Wednesday, April 16, 2025 at 12:09 PM
To: Cheever, Skyler <Skyler.Cheever@idwr.idaho.gov>, Doug Freestone <djrfreestone@theensigngroup.com>, Cade Willoughby <cwilloughby@theensigngroup.com>, Linda Erickson <lerickson@theensigngroup.com>, Chris Todd <ctodd@theensigngroup.com>, Carly Christensen <cchristensen@theensigngroup.com>
Subject: Re: Water Supply Bank Lease/Rental Application Package 1951/928 Arimo Corp and Potter Creek Ranch

[Email re-sent to include correct attachment—my bad!]

Skyler,

Please find attached the two signed contracts.

Please email back to us a fully signed copy once signed on your end.

To which address should the 2025 rental payment be sent?

Please let us know if there's anything else you need from us.

CT,

We (AER) need to pay \$713.79 per year for the next five years.

2025's payment is due now, so please prepare a check and reference Potter Creek's Rental Agreement #928 on the check.

The payments for 2026-2029 are due by December 31 of each of the prior years (see attached letters).

Please set up an automatic payable for these amounts

Doug, Linda and Cade,

This sets you up for the next five years.

Please review the agreements.

Thanks,

Chris
801-599-4397

From: Cheever, Skyler <Skyler.Cheever@idwr.idaho.gov>

Date: Tuesday, April 15, 2025 at 2:15 PM

To: Chris Robinson <crobenson@theensigngroup.com>

Subject: Water Supply Bank Lease/Rental Application Package 1951/928 Arimo Corp and Potter Creek Ranch

Hello Mr. Robinson,

Attached to this email is a copy of lease contract 1951, with a map and cover letter which will be mailed to the address provided on the application tomorrow for Arimo Corp. Also attached to this email is a copy of rental agreement 928, with a map and cover letter which will be mailed to the address provided on the application tomorrow for Potter Creek Ranch. If the Department does not receive two signed lease contracts, a signed rental agreement, and the associated rental fee of \$713.79 within 14 days of the date on the cover letters I will contact you. I also wanted to inform you the Department is able to propose a lease and rental duration for 5 years instead of just 1. If you have any questions or concerns, please let me know.

Best,

Skyler Cheever

 **Skyler Cheever**
Water Resource Agent, Sr - State Office
(208)-287-4913
Skyler.cheever@idwr.idaho.gov

[Idaho Dept. of Water Resources](#)

322 E. Front St. PO Box 83720 Boise, ID
83720



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

April 16, 2025

POTTER CREEK RANCH
PO BOX 540478
NORTH SALT LAKE, UT 84054

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-4406, 29-4408, 29-4423, AND 29-12055, AGREEMENT 928**

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

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of **\$713.79 per year** was calculated based on the current rental rate of \$33.00 per acre-foot times a diversion volume of 216.3 acre-feet. Since you are both the lessor and the renter of the rights, **you are only obligated to pay the 10% administrative fee or \$713.79.** The annual rental fee for 2026 is due by December 31, 2025. 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.

Please send a check in the amount of \$713.79 for 2025 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, \$713.79 will be retained by the Department to offset administrative costs for **2025**.

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

Sincerely,

Skyler Cheever
Water Resource Agent, Sr – State Office
Idaho Dept. of Water Resources

Enclosure(s): Proposed Rental Agreement

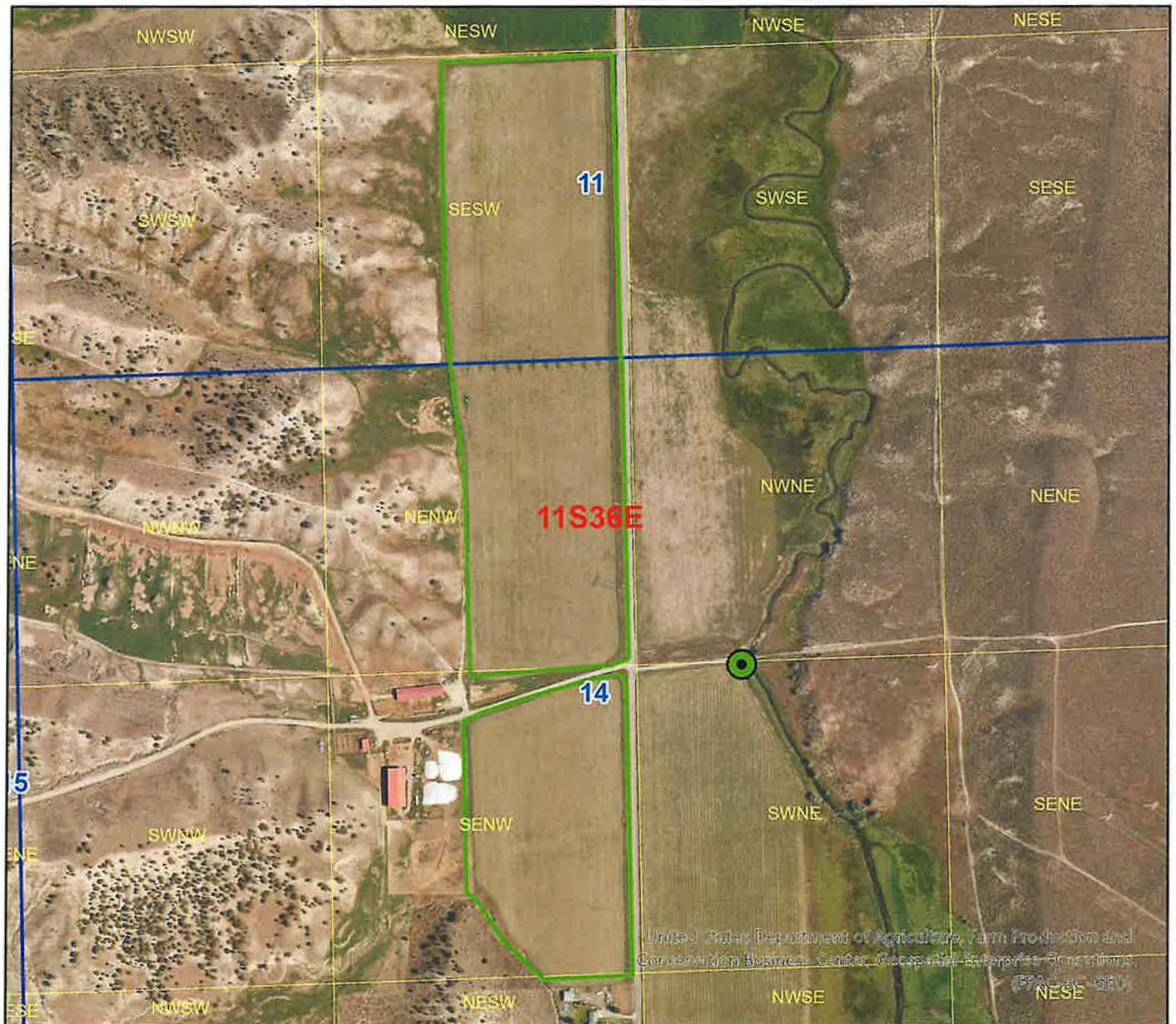
c: IDWR Front Desk (via email)
WSB (via email)
Representative (via email)

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 928

Effective until December 31, 2029

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



Legend

-  Water Supply Bank Rental Point of Diversion
-  Water Supply Bank Rental Place of Use
-  Township/Range
-  Sections
-  QQ

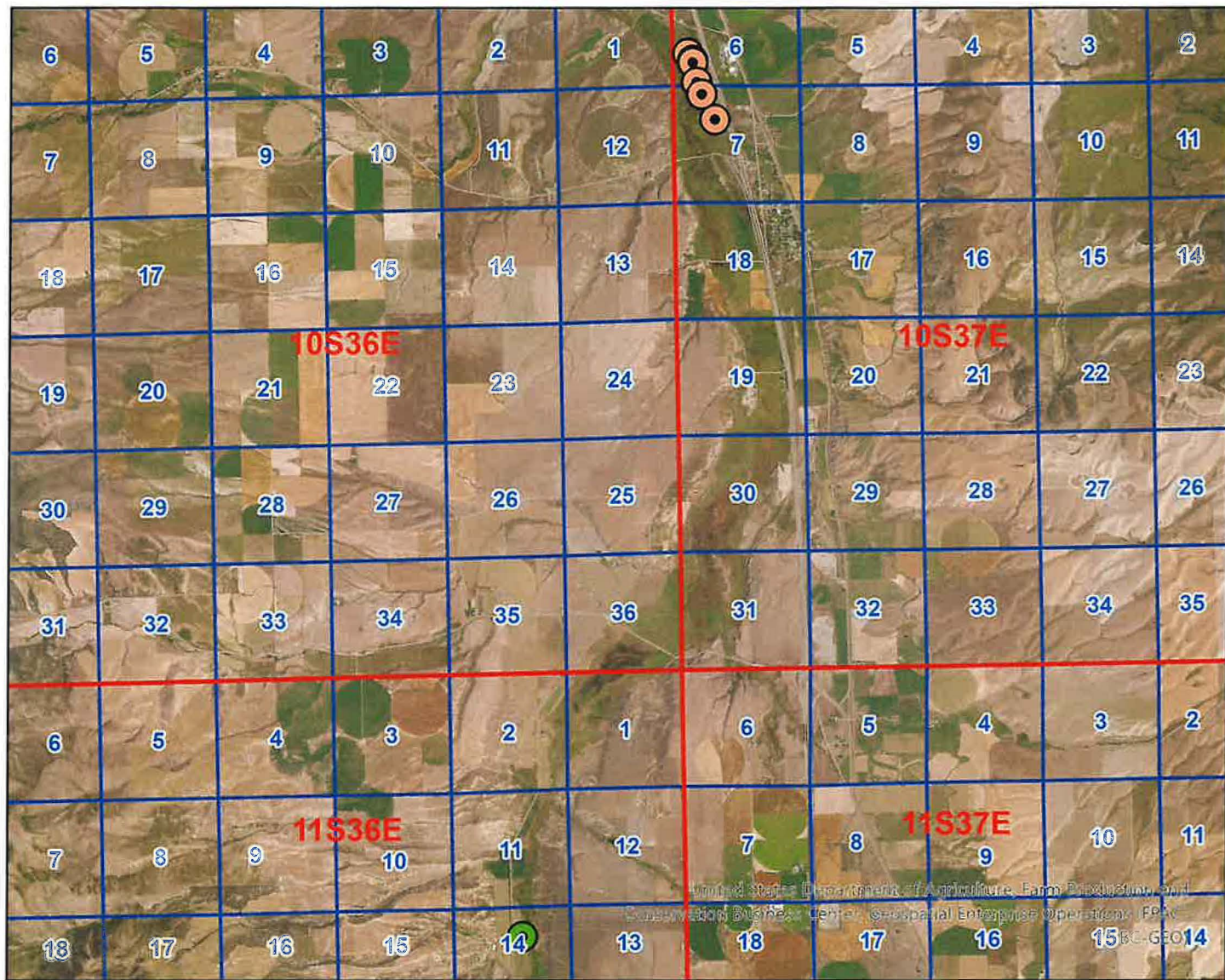
0 1,000 2,000 3,000 Feet



Idaho Water Resource Board

WSB Move Map

29-4406, 29-4408, 29-4423, 29-12055
2025-2029



Legend

- Water Supply Bank Rental Point of Diversion
- Water Supply Bank Lease Point of Diversion
- Township/Range
- Sections



Cheever, Skyler

From: Cheever, Skyler
Sent: Tuesday, March 11, 2025 2:08 PM
To: Cefalo, James; Kristin Evans
Subject: Water Supply Bank Lease/Rental Application Package, Arimo Corp. and Potter Creek Ranch
Attachments: Lease Approval Map 1951.pdf; Lease Review Memo 3081.pdf; Rental Agreement 928.pdf; Rental Approval Map 928.pdf; Rental Review Memo 928.pdf

Hello James and Kristen,

I have completed my review of a Water Supply Bank Lease/Rental Application package 3081/3082 with the point of diversion within Administrative Basin 29 and Water District 29H. The lease applicant is Arimo Corp and the rental applicant is Potter Creek Ranch. The lease applicant proposes to lease the entirety of water rights 29-4406, 29-4408, 29-4423, and 29-12055 into the WSB from 2025-2029. The rental applicant proposes to rent the entirety of lease contract 1951 from the water supply bank from 2025-2029.

This lease/rental application package is a renewal of applications spanning back to 2023. Due to injury and local public interest concerns the rental duration was limited to one year. However, I could not find any documentation demonstrating why this was the case. Conditions on the rental will limit diversion to times when water is available in priority at the lease POD and the rental is subordinated to all water rights in between the lease and rental POD that are in priority at any given time. Therefore, I believe the rental duration could likely go beyond one year. The representative for the lease and rental requested the duration for the rental be five years but would take any duration possible.

Attached is a copy of the draft rental agreement, review memos, and maps of the place of use/point(s) of diversion. If you have any comments on the applicant's proposal or my review, please let me know within 7 days. If you have any questions or concerns, please let me know.

Best,

Skyler

 **Skyler Cheever**
Water Resource Agent, Sr - State Office
(208)-287-4913
Skyler.cheever@idwr.idaho.gov

Idaho Dept. of Water Resources

322 E. Front St. P.O. Box 83720 Boise, ID
83720

MEMORANDUM FOR WSB RENTAL AGREEMENT # 928

To: Water Right No(s). 29-4406, 29-4408, 29-4423, 29-12055

From: Skyler Cheever-Water Resource Agent, Sr – State Office

Date: 2/27/2025

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

PURPOSE/NARRATIVE:

Application 3082 was sent in by Potter Creek Ranch and received on October 21st, 2024. The applicant proposes to rent the entirety of lease contract 1951 from 2025-2029. This application is part of a lease/rental application package with lease contract 1951. The lease applicant in Arimo Corp. According to lease application 3081 the lease and rental applicant are essentially the same entity and therefore the rental applicant is only required to pay the administrative rental fee. The proposed point of diversion is within the Snake River Basin Moratorium Area and Non-Trust Water Area. This application is a renewal of rental agreement 827 which expired on December 31st, 2024.

The applicant proposed a rental duration of five years (2025-2029). The lease applicant also proposed a duration of five years. The 2023 and 2024 season rental and lease application also proposed a five-year duration but was reduced to one year due to future injury concerns. The representative, Christopher Robinson, was contacted on February 27th, 2025. A response was received the same date. The representative stated the lease, and rental duration should be the same and would accept any duration but would rather have a duration of more than one year if possible.

AUTHORITY TO FILE:

Christopher Robinson signed the application. Mr. Robinson has the authority to file this application because documentation was provided with the application indicating Mr. Robinson is a registered agent with Potter Creek Ranch. Potter Creek Ranch L.C. is the current owner of the property containing the proposed place of use (POU) and POD according to Idaho Tax Parcel Data and Department WR Records.

INJURY TO OTHER WATER RIGHTS:

The proposed point of diversion is 6.5 miles upstream of the lease POD's (linearly, not considering meanders). The applicants proposes to divert directly from Marsh Creek. The lease POD's divert from four springs and an unnamed stream, tributary to Marsh Creek. During the 2023 application review the Watermaster for Water District (WD) 29H, Kristin Evans visited the lease POD's in July and confirmed 1.3 cfs of spring water flowed into Marsh Creek. The applicant proposes to rent 1.09 cfs. Therefore, there is enough available flow to satisfy this proposal.

Since the lease POD's are not directly from Marsh Creek, timing of the proposed rental is important when considering possible injury. The applicant described the leased WR's diversion system during the 2023 proposal review as two main ditches from the springs including appropriate measuring devices. The diversion system provided enough supply to fulfill the leased WR's throughout the authorized irrigation season. The Watermaster confirmed in July of 2023 there was sufficient flow from the springs to fulfill the leased WR's. However, to prevent impacts to upstream users a condition should be added to the agreement limiting diversion at the proposed POD to times when water is available at the lease POD.

There are multiple different users in between the lease and rental POD's. The leased WR's have a priority date of 1880. According to the 2023 review only three WR's in between the lease and rental POD's have a priority date senior to the Twin Falls Canal Co. WR of 1900. Therefore, water users are typically unable to divert water for the whole irrigation season. Therefore, to prevent impacts on those users the applicant has agreed to add a condition to have this rental agreement be subordinated to any existing WR's within priority at any given time.

In past application reviews the rental duration was limited to one year to stave off possible injury and local public interest concerns. Unfortunately, no pertinent information was found to determine why this proposal was limited to this time frame in the past. This proposal will be limited to times when water is available at the lease POD and would be subordinated to in between users in priority at any given time. Therefore, it seems plausible to extend this proposal beyond one year. Comment from the Watermaster was sent on March 11th, 2025, to confirm this would be possible. If no response is received it is assumed the watermaster has no concerns with a rental duration greater than one year. There are no other injury concerns.

ENLARGEMENT OF USE:

WR 29-2295F overlaps the proposed rental POU and POD. The WR has a priority date of 1950 and would be utilized before rental water, according to the applicant. To prevent injury to the rented and existing WR's a condition should be added to the agreement limiting this rental and WR 29-2295F when combined to 1.09 cfs, 216.3 af and the irrigation of 61.8 acres. There are no other enlargement concerns.

LOCAL PUBLIC INTEREST:

The section of Marsh Creek in between the lease and rental POD's is a contentious area when Marsh Creek was eventually administered with Snake River WR's in the last few irrigation seasons. Twin Falls Canal Co. WR's now causes rights to divert from Marsh Creek with a priority date of 1910 or later to be curtailed more often. Marsh Creek has gaining and losing reaches and somewhere flow is minimal in between the lease and rental POD. Some Marsh Creek users rent storage water to mitigate their impact on the Twin Falls Canal Co. WR's, allowing diversion out of priority. Because the proposed POD is upstream of many of those users there could be less flow available for them to rent and divert out of priority. Therefore, there are potential local public interest concerns (LPIC) moving the proposed water upstream and from a source tributary to Marsh Creek.

To address these LPIC in the past two rental proposal reviews staff recommended users in between the lease and proposed rental POD be notified of the renters proposal and conditions on the agreement preventing possible impacts to them. The applicant was originally responsible for sending, collecting and reporting responses from users for the 2023 review. During the 2024 review the Department sent, received and responded to users to ensure clarity of water users questions and concern. However, since users have been notified the past two rental proposals, they are likely well aware of this rental proposal and the future possibility of renewals. There are no other LPIC.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES:

The rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:

The proposed rental POD is within Administrative Basin 29 and Water District 29H. The Watermaster and Eastern Regional Manager were contacted for comment on March 11, 2025. If no response is received it is assumed there are no concerns with the applicants proposal or reviewers recommendations. No response was received from the Watermaster. However, since they had concerns in the past they were contacted via phone call on April 14th, 2025. They confirmed they do not have any concerns with the extension of the rental duration beyond one

year and has not received any concerns from water users in between the lease and rental POD when the rental was active in the past.