

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

FEB 29 2024

DEPARTMENT OF
WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 804

This is to certify that:

LAYNE H ASTLE
24377 A AND A RD
GRAND VIEW, ID 83624-5051

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)
2-7279B	2/8/1979	SNAKE RIVER	0.22	49.5	11.0	0.020	4.50
57-7022	9/14/1968	GROUND WATER	0.06	15.8	3.5	0.016	4.52
Combined Limits Totals			0.22	49.5	11.0	0.020	4.50
2-7059	4/9/1970	SNAKE RIVER	0.43	107	21.3	0.020	5.00
2-7061	4/9/1970	SNAKE RIVER	0.19	47.5	9.5	0.020	5.00
2-7275	12/13/1978	SNAKE RIVER	0.09	21.5	4.3	0.021	5.00
Combined Rental Totals			0.93	225	46.1	0.020	4.88

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2025. 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 2024, whichever occurs last.

Annual Rental Fee:

2024 - 2025: \$517.50 annually

The full fee for the rental of the above-described right(s) is \$517.50 per year for years 2024 - 2025. The rental fee includes an administrative fee of \$517.5 per year for years 2024 - 2025. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 2-7059, 2-7279 B, 57-7022, 2-7061, 2-7275. The full fee and administrative fee required for this rental are calculated using more decimals than the rounded amounts recorded on this agreement.

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)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	0.90	225	45.0	0.020	5.00
Combined Total	0.90	225	45.0	0.020	5.00

*** The authorized water usage reflects a reduction from the water right elements rented, to account for a diversion of only Snake River water rights, and a combined limited diversion rate of 0.02 cfs/ac and 5.0 afa/ac.**

Detailed water right conditions are attached.

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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:

Layne Astle
Signature of Renter

2/27/24
Date

Layne Astle
Printed Name

Owner
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
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 3/5/24

Rental approved by IDWR HP

Date 3/5/24

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 804

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

SNAKE RIVER 9SESW Sec. 34, Twp 05S, Rge 04E, OWYHEE County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
0.90 CFS

VOLUME
225 AF

SEASON OF USE

Water Right No.	From	To
2-7061	3/15	11/15
2-7059	3/15	11/15
2-7275	3/15	11/15
57-7022	3/15	11/15
2-7279 B	3/15	11/15

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	
06S	03E	8			3.5										37	0.7		3.8	45

Total Acres: 45

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.

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9. Use of water under this approval 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 rental is within State Water District No. 2.
10. The rights listed below are limited to a total combined diversion rate of 48.44 cfs. Combined Right Nos.: 2-7059, 2-7061, 2-7062, 2-7064, 2-7168A, 2-7168B, 2-7237A, 2-7275, 2-7279A, 2-7279B, 2-7060A, 2-7060B, 2-7157C.
11. A measuring device of a type approved by IDWR shall be maintained as a part of the diverting works.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
13. The use of water for irrigation under this rental may begin as early as March 1 under water rights 57-7022, 2-7275 and 2-7059, provided other elements of the rented water rights are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than 6/15/2009.
14. The point of diversion for the Bybee Canal shared by the rights listed below is limited to a total diversion rate of 43.08 cfs. Combined Right Nos.: 2-7061, 2-7062, 2-7064, 2-7168A, 2-7168B, 2-7237A, 2-7275, 2-7279A, 2-7279B, 2-7060A, 2-7060B, 2-7157C. The original 48.44 cfs limit has been reduced by 5.36 cfs to account for rental agreement 504 which moved water outside of the Bybee Canal.
15. Rights 57-7022 and 2-7279B when combined shall not exceed a total diversion rate of 3.08 cfs, a total annual maximum diversion volume of 693 af at the field headgate, and the irrigation of 154 acres.



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

March 06 2024

LAYNE H ASTLE
24377 A AND A RD
GRAND VIEW, ID 83624-5051

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-7059, 2-7061, 2-7275, 2-7279B, & 57-7022, AGREEMENT
804**

Dear Renter:

Please find enclosed a receipt in the amount of **\$517.50** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 225 acre-feet of water for irrigation of 45 acres during 2024. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, \$517.50 will be retained by the Department to offset administrative costs for 2024.

The annual rental fee for 2025 is due by December 31, 2024. If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Catalina Beck

for
Water Supply Bank

Enclosures: Receipt No. C117851
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Western Regional Office
Representative
Water District 02
IDWR Compliance Officer



IDAHO DEPARTMENT OF
WATER RESOURCES

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Governor Brad Little

Director Mathew Weaver

February 2, 2024

LAYNE H ASTLE
24377 A AND A RD
GRAND VIEW, ID 83624-5051

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 2-7059, 2-7061, 2-7275, 2-7279B, & 57-7022, AGREEMENT 804**

*****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 **\$5,175.00 per year** was calculated based on the current rental rate of \$23.00 per acre-foot times a diversion volume of 225 acre-feet. Since you have a private agreement with the lessor for right 2-7061, and you are both the lessor and the renter of the rights 2-7059, 2-7275, 2-7279B, & 57-7022 **you are only obligated to pay the 10% administrative fee or \$517.50. The annual rental fee for 2024 is due within 14 days, by February 19, 2024.** The rental fee for 2025 is due by December 31, 2024. 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 \$517.50 for 2024 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, \$517.50 will be retained by the Department to offset administrative costs for 2024.

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

Sincerely,

Bob Howe

Water Supply Bank
Enclosure: Rental Agreement 804 and map.
c: IDWR Front Desk

MEMORANDUM FOR RENTAL APP # 2765, LEASE CONTRACTS # 1774, 1775, 1776

To: Water Right(s) 2-7059, 2-7275C, 2-7279B & 57-7022

From: Bob Howe

Date: 11/22/2023-12/20/2023

Re: Review & Analysis of Application to Lease Water to & Rent Water From State Water Supply Bank

PURPOSE/NARRATIVE: On September 25, 2023, the Department received rental application 2765 and companion lease applications 2766, 2767, & 2768 for rights 2-7059, 2-7275C, 2-7279B and 57-7022, signed and submitted by Layne H Astle. The applicant is seeking to rent the leased portions of his own rights as well as a portion or right 2-7062, owned by John Terry Field, for the irrigation of 45 acres on land owned by Terry Field. The leases/rent applications are for a 5-year term from 2024-2028. However, lease 1307 for right 2-7062 (requested by the applicant) ends in 2025 and the elements of 2-7062 are fully rented. Right 2-7061 (same lease and right owner as 2-7062) will be used as a substitution to fulfill the rental for a 2-year term, 2024-2025.

The application was submitted with the 2014 Lease Agreement between Terry Field and Layne Astle. Mr. Field is obligated to provide Mr. Astle with access to Mr. Field's 45 acres, inclusive of *"water, irrigation equipment, and all expenses incurred while operating it"* for which Mr. Astle will pay Mr. Field *"the sum of fifty dollars per acre"*. This lease agreement for 45 acres is therefore equivalent to \$2,250 annually. The approval of a diversion volume of 225 AF for the irrigation of 45 acres equates to \$2,250/225 AF, or \$10/AF, which the Bank will authorize, however the admin fees for this rental will be based on the current rental rates of \$23/AF.

Applications 2766 and 2767 proposes the partial leases of right 2-7059 (0.43cfs and 106.5 AF for the irrigation of 21.3 acres) and right 2-7275 (0.09cfs and 21.5 AF for the irrigation of 4.3 acres). Current contracts 969 & 970 respectively carry the same portions and rights with terms ending December 31, 2023.

Application 2768 proposes to lease 11 acres of irrigation right 2-7279B (surface water) and 2.5 acres of irrigation right 57-7022 (groundwater). These rights when combined are limited to the irrigation of 154 acres. Right 57-7022 is limited to the irrigation of 146.5 acres, all of which are stacked with right 2-7279B, which is limited to the irrigation of 154 acres. The annual irrigated area from 2019-2023, for the combined rights is approximately 142.6-143 acres, measured using GIS and several years of aerial imagery and Landsat imagery (see figures 2-5). As the combined irrigated area is approximately 143 acres and right 2-7279B allows for the irrigation of 154 acre, the idle area available for lease is approximately 11 acres (154 acres limit- 143 acres irrigated=11 acres idle). As the right 57-7022 is limited to the irrigation of 146.5 acres, the idle area available for lease is approximately 3.5 acres (146.5-acre limit - 143 acres irrigated=3.5 acres idle). The full available unused portion of right 57-7022, 3.5 acres will be leased into the WSB as it is supplemental to the 11 acres of right 2-7279B being leased into the bank.

AUTHORITY TO FILE: IDWR records list the applicant as current owner of the right proposed for lease into the bank Owyhee County tax records list the applicant as current owner of the parcels appurtenant to rights 2-7275, 2-7279B & 57-7022. Owyhee County tax records list Majek Cattle Inc. as current owners of the parcel appurtenant to right 2-7059. The previous lease review for right 2-7059 stated the applicant as the incorporator and founding director of Majek Cattle Inc. The POD for all the rights proposed for lease is the Bybee Canal, which is also

the POD for several other rights. A letter of consent from the Bybee Lateral Water Users Association was provided with the lease applications. There are no concerns regarding the authority to lease the proposed rights.

Owyhee County tax records list John Terry Field as the current owner of the parcel appurtenant to the proposed rental POU. As previously stated, Mr. Field has a signed agreement with Layne H. Astle for lease of the rental POU. Right 2-7062, the only irrigation right overlapping the rental POU has been leased into the bank until the end of 2025. There are no concerns regarding the authority to apply for this rental.

WATER RIGHT VALIDITY: All rights proposed for lease were decreed in 2009 and have had portions equivalent to or greater than portions requested in the current leases submitted to the Water Supply Bank (WSB) since 2014. Aerial imagery indicates that the areas idled for lease previously have remained idle. No concerns with validity of the water right and portion offered to the bank.

INJURY TO OTHER WATER RIGHTS: Any rights effected by the lease of the rights are delivered water by the Bybee Lateral Water Users (the Bybee Canal). The proposed rental will also divert water from the Bybee Canal. A letter of consent was received from the Bybee Lateral Water Users stating they have no concerns regarding proper administration of the rights leased and rented as proposed.

ENLARGEMENT OF USE: Consistent with the previous rental, the applicant requested a diversion rate of 0.80 cfs and a diversion volume of 219.5 AF for the irrigation of 45 acres (equivalent to 0.018 cfs/ac and 4.9 afa/ac). His water rights authorize irrigation of lands with Snake River water at a rate of 0.02 cfs/ac and 4.5 afa/ac or 5.0 afa/ac. Right 2-7062, which overlaps the rental POU has a rate of 0.02 cfs/acre and 5.0 AF/acre. To match the duty of water at the rental POU if the rental will also authorize a diversion rate and volume sufficient to irrigate 45 acres with a duty of water of 0.02 cfs/ac and 5.0 afa/ac, equivalent to 0.9 cfs and 225.1 AF.

Rights 2-7275 and 2-7059 are part of a combined limit with 13 other rights for 48.44 cfs. Of the 13 rights, 2-7060B (0.80 cfs), 2-7168A (3.08 cfs), 2-7168B (3.82 cfs), 2-10435 (0.90 cfs), and 2-10436 (2.92 cfs) are not leased into the bank, rights 2-7059 (0.43 cfs), 2-7275 (0.09 cfs), and 2-7279 (0.22 cfs) are partially leased, and 2-7061 (6.32 cfs), 2-7062 (4.10 cfs), 2-7064 (6.36 cfs), 2-7157C (7.37 cfs), and 2-7237A (5.90 cfs) are fully leased. The unleased portions are limited to 17.65 cfs, see the table below. 5.36 cfs of right 2-7157C is rented outside of the Bybee Lateral Water Users delivery area and the rights diverting from the Bybee Canal that have the combined rate limit of 48.44 cfs. This rental should be conditioned limiting the rented portions of rights and the unleased portions of the leased rights to a combined total diversion rate of 43.08 cfs, reduced to prevent an enlargement due to use in areas not administered by Bybee Lateral Water Users. Note that the total rate authorized for diversion into the Bybee Canal is subject to change upon acceptance of additional rights into the bank and depending on whether the leased rights are rented for use from the Bybee Canal or another point of diversion.

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 lease appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: This rental approval is subject to review and recommendations from IDWR Western Region and Water District 2 staff. Comments will be requested.

Basin	Sequence	Suffix	Rate	Leased Portion	Remaining Portion
2	7059		6.40	0.43	5.97
2	7060	B	0.80	0.00	0.80
2	7061		6.32	6.32	0.00
2	7062		4.10	4.10	0.00
2	7064		6.36	6.36	0.00
2	7157	C	7.37	7.37	0.00
2	7168	A	3.08	0.00	3.08
2	7168	B	3.82	0.00	3.82
2	7237	A	5.90	5.90	0.00
2	7275		2.26	0.09	2.17
2	7279	B	3.08	0.22	2.86
2	10435		0.90	0.00	0.90
2	10436		2.92	0.00	2.92

sum of leased rate 30.79

new combined limit 17.65

Figure 1. The leased and remaining portions of the water rights in the 48.44 cfs combined limit.



Figure 2- 2019 GIS imagery of areas irrigated by rights 2-7279B and 57-7022 within the POU (outlined in yellow). The rental POU is outlined in blue.

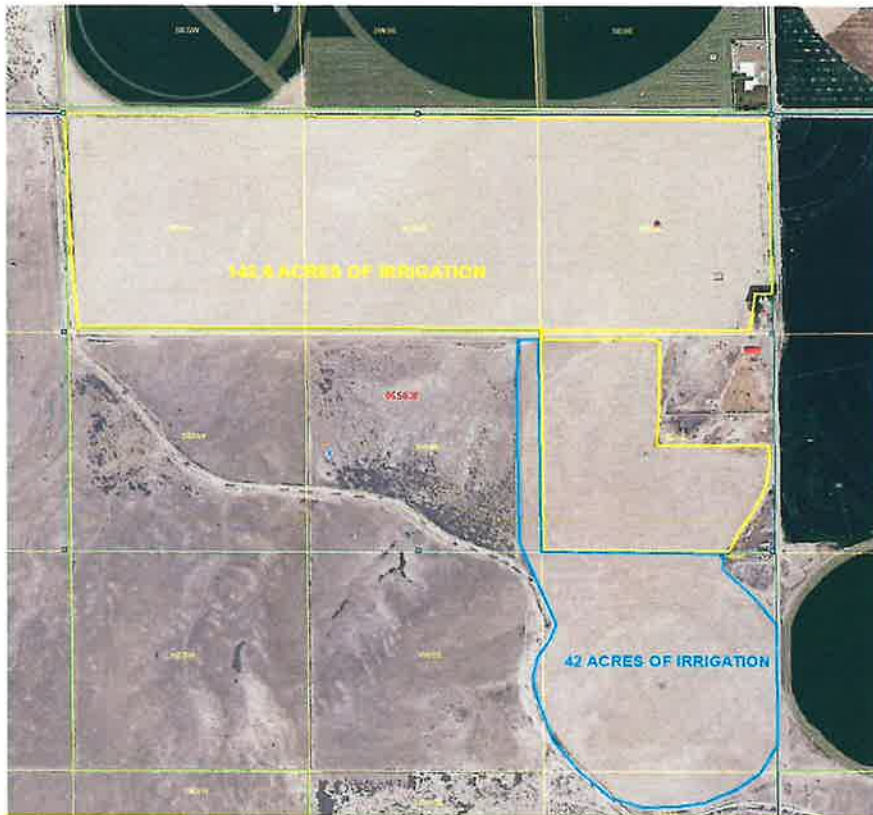
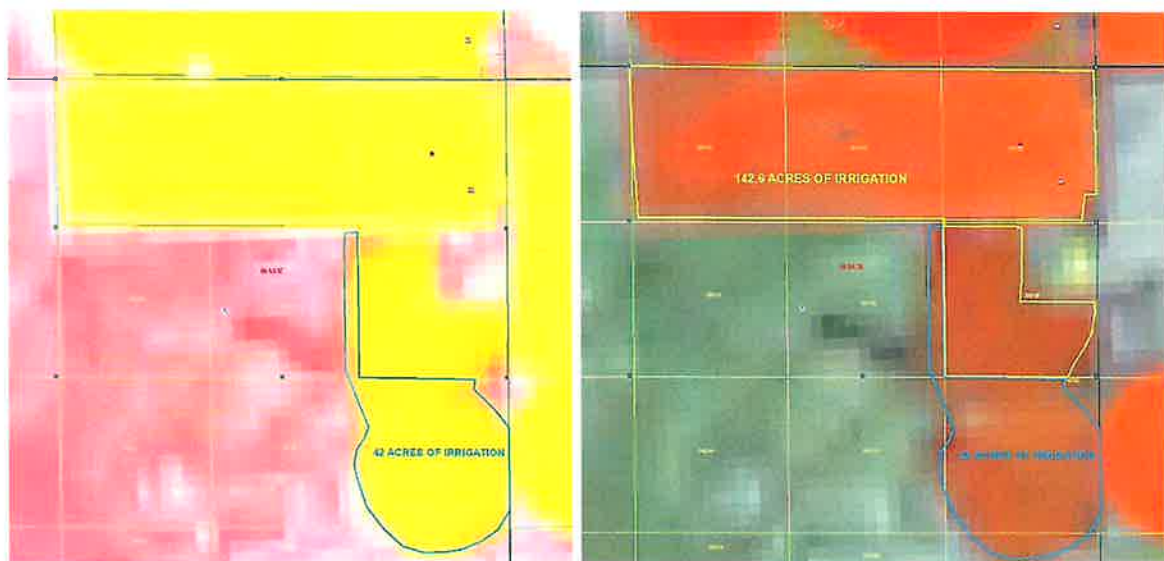


Figure 3- 2021 GIS imagery of irrigated areas of rights 2-7279B and 57-7022 (area within the right POUs is outline in yellow). Rental POU is outlined in blue.



Figures 4 & 5- 2022 and 2023 Landsat images of irrigation (from left to right respectively) within the right POU for 2-7279B and 57-7022 and the rental POU (outlined in blue).

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From: Bob Howe

Date: 11/22/2023-12/20/2023

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The application was submitted with the 2014 Lease Agreement between Terry Field and Layne Astle. Mr. Field is obligated to provide Mr. Astle with access to Mr. Field's 45 acres, inclusive of *"water, irrigation equipment, and all expenses incurred while operating it"* for which Mr. Astle will pay Mr. Field *"the sum of fifty dollars per acre"*. This lease agreement for 45 acres is therefore equivalent to \$2,250 annually. The approval of a diversion volume of 225 AF for the irrigation of 45 acres equates to \$2,250/225 AF, or \$10/AF, which the Bank will authorize, however the admin fees for this rental will be based on the current rental rates of \$23/AF.

Applications 2766 and 2767 proposes the partial leases of right 2-7059 (0.43cfs and 106.5 AF for the irrigation of 21.3 acres) and right 2-7275 (0.09cfs and 21.5 AF for the irrigation of 4.3 acres). Current contracts 969 & 970 respectively carry the same portions and rights with terms ending December 31, 2023.

Application 2768 proposes to lease 11 acres of irrigation right 2-7279B (surface water) and 2.5 acres of irrigation right 57-7022 (groundwater). These rights when combined are limited to the irrigation of 154 acres. Right 57-7022 is limited to the irrigation of 146.5 acres, all of which are stacked with right 2-7279B, which is limited to the irrigation of 154 acres. The annual irrigated area from 2019-2023, for the combined rights is approximately 142.6-143 acres, measured using GIS and several years of aerial imagery and Landsat imagery (see figures 2-5). As the combined irrigated area is approximately 143 acres and right 2-7279B allows for the irrigation of 154 acre, the idle area available for lease is approximately 11 acres (154 acres limit- 143 acres irrigated=11 acres idle). As the right 57-7022 is limited to the irrigation of 146.5 acres, the idle area available for lease is approximately 3.5 acres (146.5-acre limit - 143 acres irrigated=3.5 acres idle). The full available unused portion of right 57-7022, 3.5 acres will be leased into the WSB as it is supplemental to the 11 acres of right 2-7279B being leased into the bank.

AUTHORITY TO FILE: IDWR records list the applicant as current owner of the right proposed for lease into the bank Owyhee County tax records list the applicant as current owner of the parcels appurtenant to rights 2-7275, 2-7279B & 57-7022. Owyhee County tax records list Majek Cattle Inc. as current owners of the parcel appurtenant to right 2-7059. The previous lease review for right 2-7059 stated the applicant as the incorporator and founding director of Majek Cattle Inc. The POD for all the rights proposed for lease is the Bybee Canal, which is also

the POD for several other rights. A letter of consent from the Bybee Lateral Water Users Association was provided with the lease applications. There are no concerns regarding the authority to lease the proposed rights.

Owyhee County tax records list John Terry Field as the current owner of the parcel appurtenant to the proposed rental POU. As previously stated, Mr. Field has a signed agreement with Layne H. Astle for lease of the rental POU. Right 2-7062, the only irrigation right overlapping the rental POU has been leased into the bank until the end of 2025. There are no concerns regarding the authority to apply for this rental.

WATER RIGHT VALIDITY: All rights proposed for lease were decreed in 2009 and have had portions equivalent to or greater than portions requested in the current leases submitted to the Water Supply Bank (WSB) since 2014. Aerial imagery indicates that the areas idled for lease previously have remained idle. No concerns with validity of the water right and portion offered to the bank.

INJURY TO OTHER WATER RIGHTS: Any rights effected by the lease of the rights are delivered water by the Bybee Lateral Water Users (the Bybee Canal). The proposed rental will also divert water from the Bybee Canal. A letter of consent was received from the Bybee Lateral Water Users stating they have no concerns regarding proper administration of the rights leased and rented as proposed.

ENLARGEMENT OF USE: Consistent with the previous rental, the applicant requested a diversion rate of 0.80 cfs and a diversion volume of 219.5 AF for the irrigation of 45 acres (equivalent to 0.018 cfs/ac and 4.9 afa/ac). His water rights authorize irrigation of lands with Snake River water at a rate of 0.02 cfs/ac and 4.5 afa/ac or 5.0 afa/ac. To match the duty of water the rental will also authorize a diversion rate and volume sufficient to irrigate 45 acres with a duty of water of 0.02 cfs/ac and 5.0 afa/ac, equivalent to 0.9 cfs and 225.1 AF.

Rights 2-7275 and 2-7059 are part of a combined limit with 13 other rights for 48.44 cfs. Of the 13 rights, 2-7060B (0.80 cfs), 2-7168A (3.08 cfs), 2-7168B (3.82 cfs), 2-10435 (0.90 cfs), and 2-10436 (2.92 cfs) are not leased into the bank, rights 2-7059 (0.43 cfs), 2-7275 (0.09 cfs), and 2-7279 (0.22 cfs) are partially leased, and 2-7061 (6.32 cfs), 2-7062 (4.10 cfs), 2-7064 (6.36 cfs), 2-7157C (7.37 cfs), and 2-7237A (5.90 cfs) are fully leased. The unleased portions are limited to 17.65 cfs, see the table below. 5.36 cfs of right 2-7157C is rented outside of the Bybee Lateral Water Users delivery area and the rights diverting from the Bybee Canal that have the combined rate limit of 48.44 cfs. This rental should be conditioned limiting the rented portions of rights and the unleased portions of the leased rights to a combined total diversion rate of 43.08 cfs, reduced to prevent an enlargement due to use in areas not administered by Bybee Lateral Water Users. Note that the total rate authorized for diversion into the Bybee Canal is subject to change upon acceptance of additional rights into the bank and depending on whether the leased rights are rented for use from the Bybee Canal or another point of diversion.

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 lease appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: This rental approval is subject to review and recommendations from IDWR Western Region and Water District 2 staff. Comments will be requested.

Basin	Sequence	Suffix	Rate	Leased Portion	Remaining Portion
2	7059		6.40	0.43	5.97
2	7060	B	0.80	0.00	0.80
2	7061		6.32	6.32	0.00
2	7062		4.10	4.10	0.00
2	7064		6.36	6.36	0.00
2	7157	C	7.37	7.37	0.00
2	7168	A	3.08	0.00	3.08
2	7168	B	3.82	0.00	3.82
2	7237	A	5.90	5.90	0.00
2	7275		2.26	0.09	2.17
2	7279	B	3.08	0.22	2.86
2	10435		0.90	0.00	0.90
2	10436		2.92	0.00	2.92

sum of leased rate 30.79

new combined limit 17.65

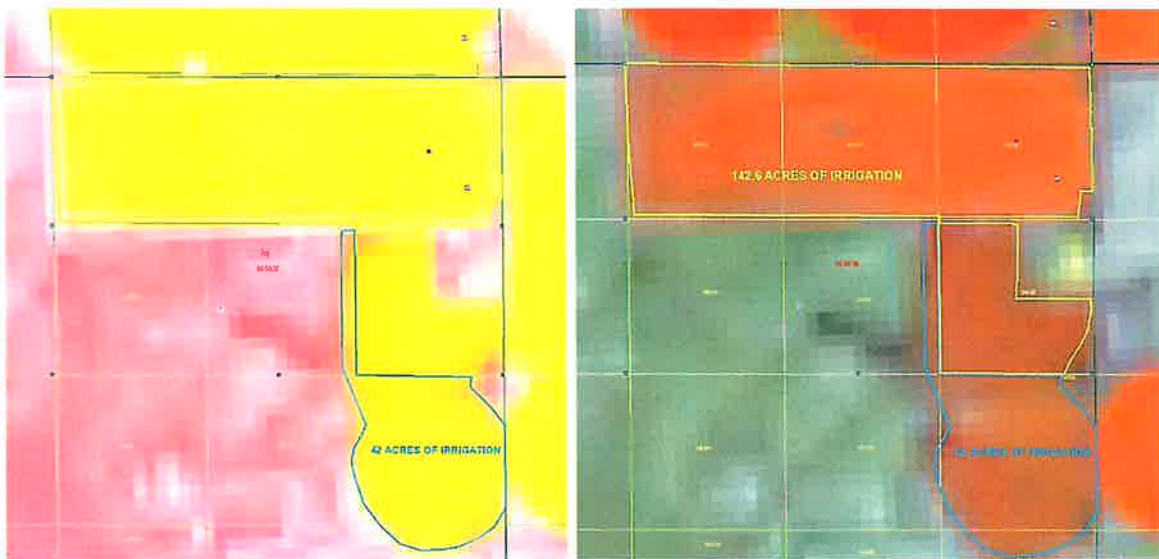
Figure 1. The leased and remaining portions of the water rights in the 48.44 cfs combined limit.



Figure 2- 2019 GIS imagery of areas irrigated by rights 2-7279B and 57-7022 within the POU (outlined in yellow). The rental POU is outlined in blue.



Figure 3- 2021 GIS imagery of irrigated areas of rights 2-7279B and 57-7022 (area within the right POUs is outline in yellow). Rental POU is outlined in blue.



Figures 4 & 5- 2022 and 2023 Landsat images of irrigation (from left to right respectively) within the right POU for 2-7279B and 57-7022 and the rental POU (outlined in blue).

Howe, Bob

From: Howe, Bob
Sent: Friday, March 1, 2024 8:52 AM
To: Howe, Bob
Subject: FW: SIGNATURE REQUIRED-WSB Rental Agreement 804

From: Layne Astle <majekcattle@gmail.com>
Sent: Thursday, February 29, 2024 5:35 PM
To: Bank <Bank@idwr.idaho.gov>; Howe, Bob <Bob.Howe@idwr.idaho.gov>
Subject: Re: SIGNATURE REQUIRED-WSB Rental Agreement 804

5:34



× Signed Rental Agree...



STATE OF IDAHO DEPARTMENT OF WATER RESOURCES WATER SUPPLY BANK RENTAL AGREEMENT No. 804	
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	<u>2/29/24</u> Date
<u>Layne Astle</u> Printed Name	<u>Owner</u> 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 301) for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.	
By BRIAN PATTON, Acting Administrator Idaho Water Resource Board	Date _____
Rental approved by IDWR _____	Date _____

Page 2 of 4

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.

On Thu, Feb 29, 2024 at 5:33 PM Layne Astle <majekcattle@gmail.com> wrote:

On Thu, Feb 29, 2024 at 5:31 PM Layne Astle <majekcattle@gmail.com> wrote:

On Wed, Feb 28, 2024 at 2:55 PM Layne Astle <majekcattle@gmail.com> wrote:

----- Forwarded message -----

From: **Howe, Bob** <Bob.Howe@idwr.idaho.gov>

Date: Wed, Feb 28, 2024 at 2:52 PM

Subject: SIGNATURE REQUIRED-WSB Rental Agreement 804

To: Layne Astle <majekcattle@gmail.com>

CC: Bank <Bank@idwr.idaho.gov>, IDWR File <file@idwr.idaho.gov>

Good Afternoon Layne,

We have received the signed Lease Contracts and payment for the Rental Agreement. However, the signed rental agreement was not received with the payment. Could you **please sign and return the attached rental agreement via email?**

Thank you for your time and attention in this matter.

Best Regards,

Bob Howe



IDAHO DEPARTMENT OF
WATER RESOURCES

Bob Howe | Water Resource Agent

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

(208) 287-4800 | www.idwr.idaho.gov

From: Howe, Bob

Sent: Thursday, February 8, 2024 1:44 PM

To: Layne Astle <majekcattle@gmail.com>

Cc: Bank <Bank@idwr.idaho.gov>

Subject: RE: WSB Rental Agreement 804- Mailed for signature

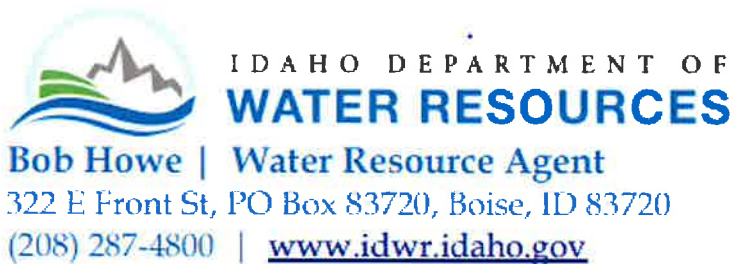
Hi Layne,

Thank you for speaking with me this afternoon. You can attach the signed agreement email it to file@idwr.idaho.gov. Please CC me on the email. Payment will also need to be sent to the Water Supply Bank for the 2024 season. Feel free to reach out with any questions or concerns.

Thank you again.

Best Regards,

Bob Howe



From: Howe, Bob

Sent: Friday, February 2, 2024 11:59 AM

To: Layne Astle <majekcattle@gmail.com>

Cc: Bank <Bank@idwr.idaho.gov>

Subject: WSB Rental Agreement 804- Mailed for signature

Good Morning Mr. Astle,

Please find the proposed rental agreement # 804 attached to this email for your records. The agreement and cover letter are currently being mailed out to you for signature and return to IDWR. All documents can be executed once we receive the lease contracts and rental agreement signed.

Feel free to reach out with any questions or concerns.

Best Regards,