

APR 22 2015

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED

WATER SUPPLY BANK RENTAL AGREEMENT

AMENDED

This is to certify that: **CORP. OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS, A UTAH CORP. SOLE.
50 E NORTH TEMPLE ST 12TH FLOOR
SALT LAKE CITY UT 84150-0012**

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	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Acre Limit	Total Rented Acres
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45-13998	02/26/1970	Ground Water	NA	0.07 cfs	9.6 af	NA	2.4 ac
45-14000	01/07/1975	Ground Water	NA	0.04 cfs	4.8 af	NA	1.2 ac

Annual Combined Rental Totals**0.08 cfs 14.4 af NA 3.6 ac****Rental Fee: Year 2015 \$244.80**

The fee for rental of the above-described water is \$244.80. Ten percent (\$24.48) will go to the Department for administrative costs, and the remainder will be paid to the lessor(s).

No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed. Detailed water right conditions are attached.

SUPPORT DATA

IN FILE # 45-13998

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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 limitation and conditions of use described in this agreement:

Terry F. Rudd GSC Terry F. Rudd AUTHORIZED AGENT APR 20 2015
Signature of Renter Printed Name and Title* Date

Cooperation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation with

Signature of Renter Printed Name and Title* Date

*Please provide title of signatory 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 Date April 22, 2015
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board



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

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SE¼SW¼ Sec. 33 Twp 13S Rge 22E CASSIA County

BENEFIAL USE

IRRIGATION

SEASON OF USE

03/15 TO 11/15

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	22E	33									1.1			2.5					3.6

Total Acres: 3.6

CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
11. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point of diversion in accordance with Department specifications.

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12. Prior to the diversion and use of water under this rental agreement, the renter shall install and maintain acceptable measuring device at the authorized point of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
13. This rental agreement does not authorize the construction of a well.
14. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
15. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 140.





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 23, 2015

CORP OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST
OF LATTER DAY SAINTS A UTAH CORP SOLE
50 E NORTH TEMPLE ST 12TH FLOOR
SALT LAKE CITY UT 8450-0012

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 45-13998 AND 45-14000**

Dear Renter:

Please find enclosed a receipt in the amount of **\$244.80** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 14.4 acre-feet of water for irrigation of 3.6 acres during 2015. 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, 90% or \$220.32 of the rental fee will be paid to the lessor(s) and 10% or \$24.48 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Cherie Palmer
Water Rights Supervisor

Enclosure(s): Receipt No. C100338
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Allen Merritt – IDWR Southern Regional Office Manager
Brian Higgs – State Water District No. 140

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THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

RECEIVED

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**DEPARTMENT OF
WATER RESOURCES**

SPECIAL PROJECTS DEPARTMENT

Real Estate Services Division
50 East North Temple Street
Salt Lake City, Utah 84150-0012
Phone: 1-801-240-2915
Facsimile: 1-801-240-4005

IDWR – Water Supply Bank
for Oakley ID Stk #504-2305

Writer's Direct Line
(801) 240-4074

April 20, 2015

Cherie Palmer, Water Rights Supervisor
322 East Front Street
P.O. Box 83720
Boise, Idaho 83720-0098

Dear Cherie:

Please, find enclosed one (1) signed, original "Water Supply Bank Rental Agreement" to be filed and processed, including a check for \$244.80 payable to IDWR. Request that you process this application for WR #45-13998 and 45-14000.

If you have any questions concerning this matter, contact me at your earliest convenience.

Sincerely,
NATURAL RESOURCE SERVICES



Grant S. Cooper Jr., P.E.
Water Resources Group, Manager

c: File
enclosure

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State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 9, 2015

CORP OF THE PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
A UTAH CORP SOLE
50 E NORTH TEMPLE ST 12TH FLOOR
SALT LAKE CITY UT 84150-0012

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 45-13998 AND 45-14000**

*****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 an AMENDED Water Supply Bank Rental Agreement for your review and signature.** Please note the originally rented water rights had to be withdrawn from the Bank due to involvement with the Southwest Irrigation District's mitigation plan. **Also, please note that the substituted water rights are only available through 2015.** 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 \$244.80 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 14.4 acre-feet. 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 for \$244.80 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, 90% or \$220.32 of the rental fee will be paid to the lessor(s) and 10% or \$24.48 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact
Enclosure(s): Amended Rental Agreement

c: IDWR Front Desk

MEMORANDUM

To: Water Right(s) 45-13998 and 45-14000
From: Cherie Palmer
Date: March 2, 2015
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: This rental application was first received on March 5, 2014. IDWR subsequently approved the rental agreement using water rights 45-2578, 45-2597, and 45-14060 through 2018. However, water rights 45-2578, 45-2597, and 45-14060 are committed to a mitigation plan with Southwest Irrigation District starting in 2015. Because of the involvement with SWID's mitigation plan, those water rights were released from the Bank. As a courtesy, I located "substitution" water rights. There's not a lot of leases available to fulfill this rental because of a few complicating circumstances. First, the PD and POU at the rental location are within Oakley Kenyon critical ground water management area. There are no leases available for rental within this specific CGWMA. There is only one lease that can be used for this rental which are only leased until the end of 2015; 45-13998 and 45-14000. These water rights are within the West Oakley Fan CGWMA. The description for those water rights, located on IDWR's website, state that the 4 subdivisions of the Oakley Fan create a contiguous tract and are being managed as a single unit. Therefore, it is okay to move water rights from one section of the CGWMAs in the Oakley Fan to the other.

AUTHORITY TO FILE: Nothing has changed from the rental issued last year. Please see original rental memo under 45-2578 if questions arise.

WATER RIGHT VALIDITY: I confirmed water rights 45-13998 and 45-14000 have not been diverted since the rights are fully leased into the bank; the dairy has not been developed.

INJURY TO OTHER WATER RIGHTS: Water rights 45-13998 and 45-14000 are not in the ESPA. Both the place of use under the lease and the rental are within the trust area and the Oakley Fan CGWMA so no injury is expected.

Leased Rights	Rate	Volume	Acres
35-13998	0.93	119.8	30 (119.8 af/4 afa)
35-14000	0.48	61.0	15 (61 af/4 afa)
Total	1.04 cfs	180.8 af	45 ac

Rental	Rate	Volume	Acres
35-13998	0.07	9.6	2.4
35-14000	0.04	4.8	1.2
Total	0.08cfs	14.4 af	3.6 ac

ENLARGEMENT OF USE: There is a combined limit in regard to the diversion rate between the rented water rights. A portion of both water rights will be rented in order to ensure no enlargement will occur if the remaining portion of the rights are rented to a third party.

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

