

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 27 2014

DEPARTMENT OF
WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

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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45-2578	04/29/1959	Ground Water	NA	0.01 cfs	1.7 af	NA	0.8 ac
45-2597	01/13/1960	Ground Water	NA	0.02 cfs	0.8 af	NA	2.1 ac
Total Annual Combined Limit				0.03 cfs	NA	NA	2.2 ac
45-14060	12/03/1971	Ground Water	NA	0.04 cfs	14.0 af	NA	3.5 ac

Annual Combined Rental Totals

0.07 cfs 14.4 af NA 3.6 ac

Rental Fee: Years 2014-2017 \$244.80 annually
Year 2018 \$288.00

The fee for rental of the above-described water is \$244.80 annually for years 2014-2017 and \$288.00 in 2018. Ten percent (\$24.48/\$28.80) will go to the Department for administrative costs, and the remainder will be paid to the lessor(s). An annual payment shall be received by the Department prior to February 15 each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date. 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.

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:

  Robert W. Cantwell 6-20-14
Signature of Renter Printed Name and Title* Authorized Agent Date

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  Date June 27, 2014
BRIAN PATTON, Acting Administrator SUPPORT DATA
Idaho Water Resource Board IN FILE # 45-2578

SCANNED

JUN 30 2014

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.

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 0.02 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
WATER RESOURCE BOARD

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

RECEIVED
MAR 05 2014
DEPARTMENT OF
WATER RESOURCES

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corp. sole.
Mailing Address 50 E. North Temple Street, 12th Floor, Salt Lake City, Utah 84150-0012
Phone (801) 240-4657 Email JohnsonDW@LDSChurch.org

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. <u>Maximum Flow Rate (cfs)</u>	<u>Maximum Volume (ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
(45-2578) 0.01	1.7 ac-ft (0.8 ac)	Irrigation	3-15 to 11-15
(45-2597) 0.02	0.8 ac-ft (2.1 ac)	Irrigation	3-15 to 11-15
(45-14060) 0.04	14.0 ac-ft (3.5 ac)	Irrigation	3-15 to 11-15
Total: 0.07 cfs	14.4 ac-ft (3.6 ac)		

2. Source of water Groundwater tributary to na

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
13S	22E	33		SE	SW		Cassia

4. Lands to be irrigated or place of use:

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

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 3.6

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion? Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. _____

2. Do you own the land at the proposed place of use? Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use. _____

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
Well - Tag # D0060642
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
na
3. Will the proposed place of use receive water from any other source? Yes ☒ No ☐
If yes, describe. Water Right 45-4201, Irrigation, 0.02 cfs
Water Right 45-10453, diverted at this point but not used at this point of use
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. na
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☐
If yes, describe.
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe.

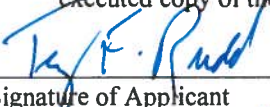
E. RENTAL TERM

- Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐
If yes, please specify the number of years desired through proposed rental. 5

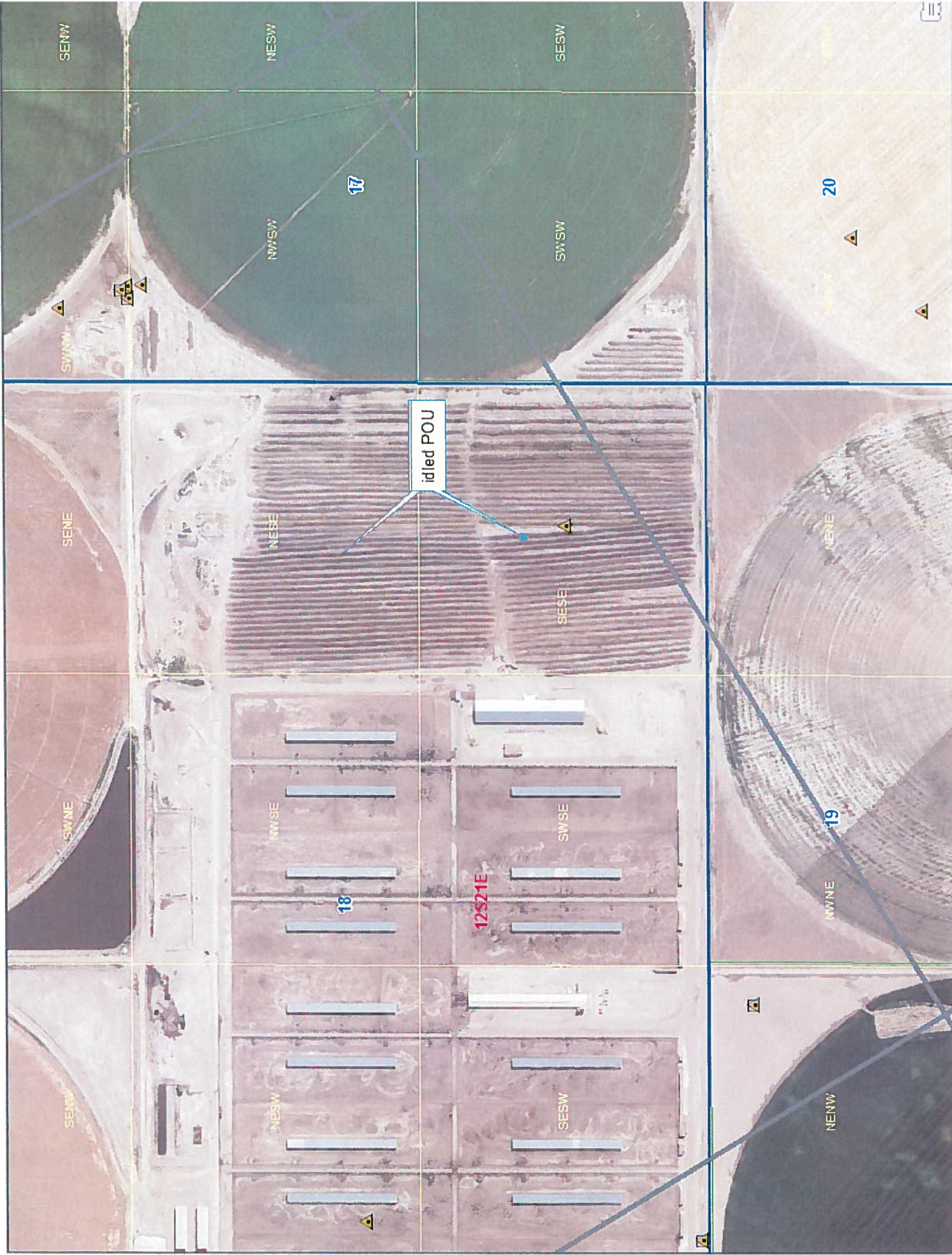
I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

 Signature of Applicant	AUTHORIZED AGENT	 Printed Name and Title*	Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole. 2/28/14 Date
 Signature of Applicant	P.E.	Water Resource Mgr Printed Name and Title*	2/28/14 Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney



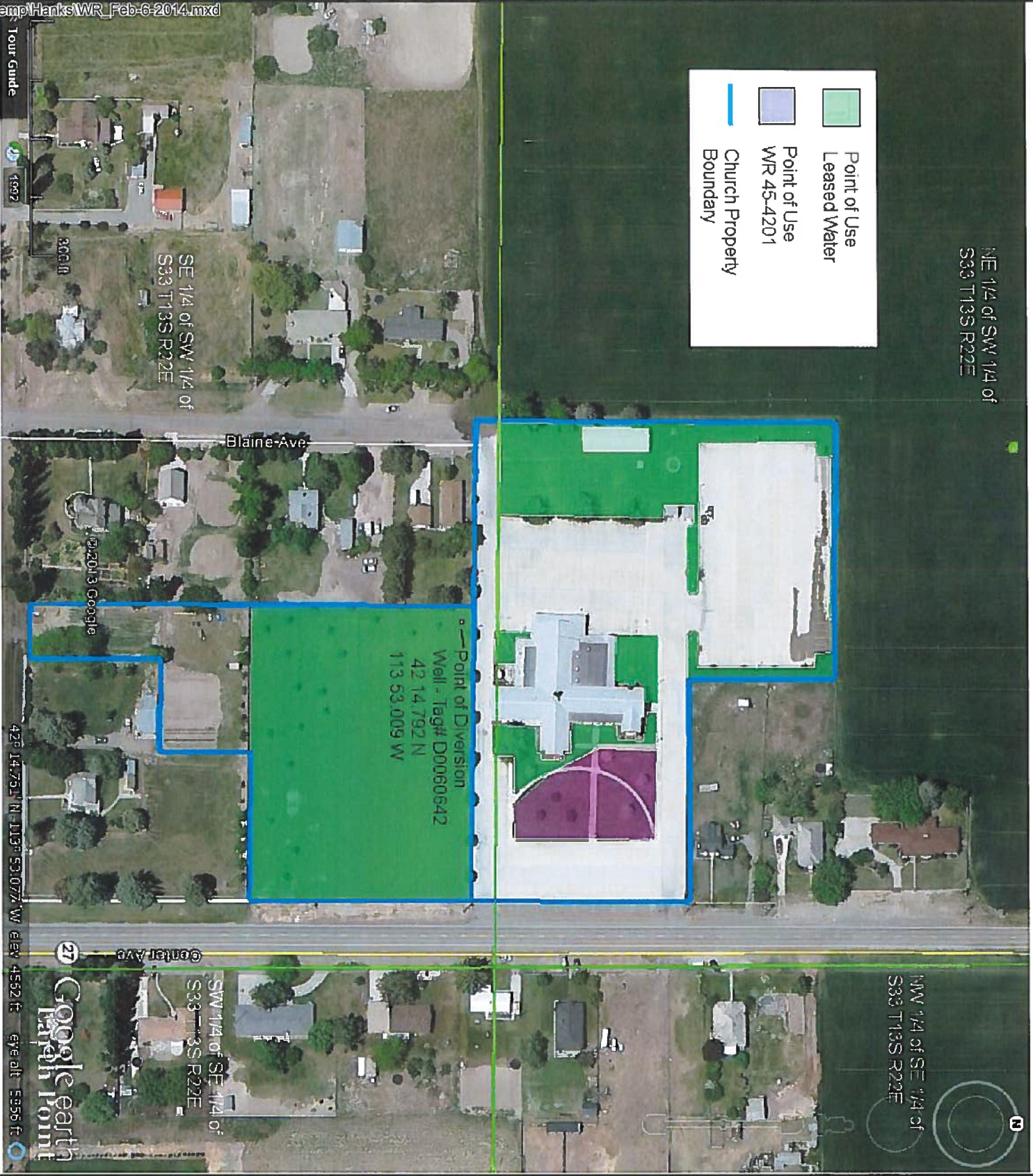
NE 1/4 of SW 1/4 of
S33 T13S R22E

NW 1/4 of SE 1/4 of
S33 T13S R22E

Point of Use
Leased Water

Point of Use
WR 45-4201

Church Property
Boundary

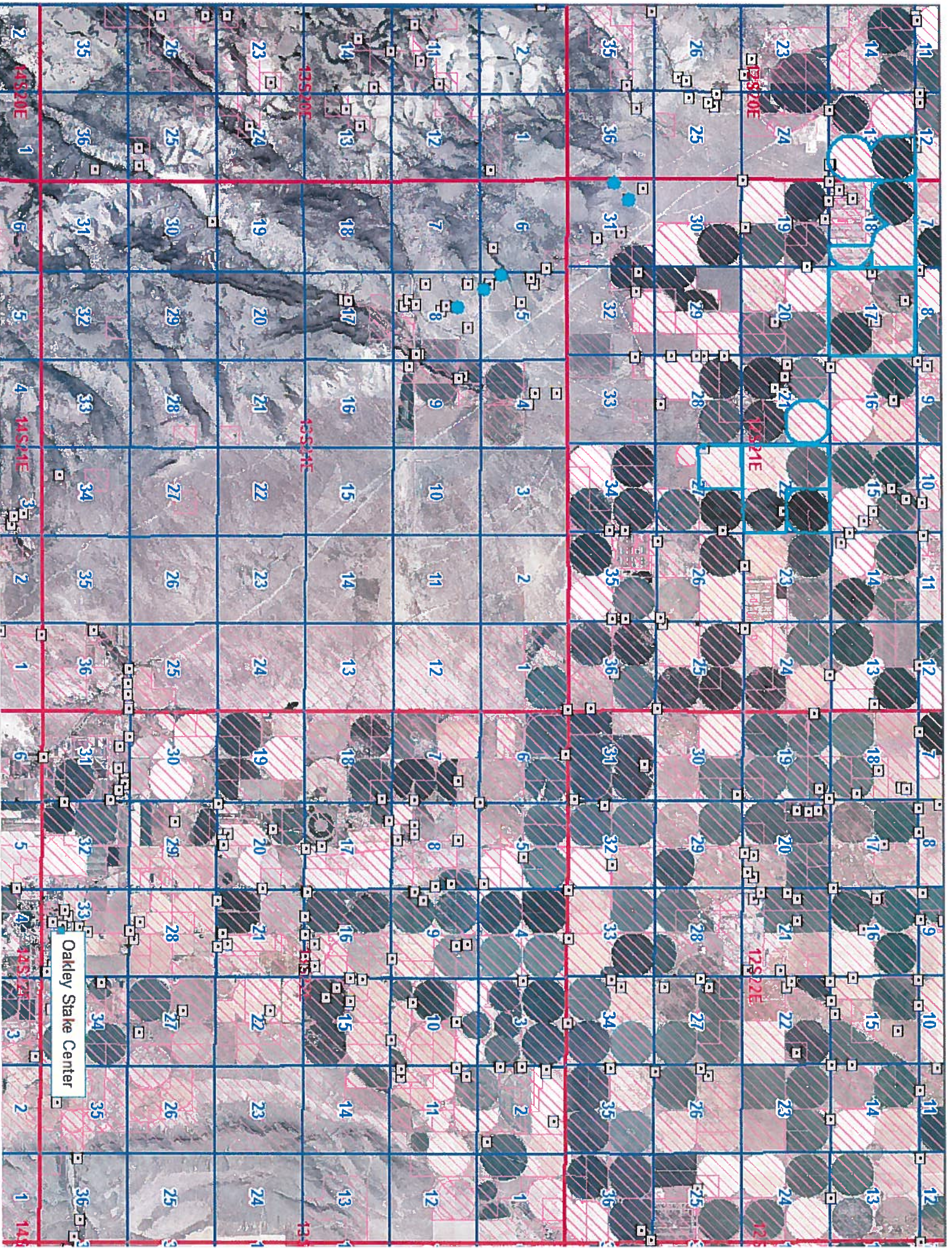


Corporation of the Presiding Bishop
of the Church of Jesus Christ
of Latter-Day Saints
Special Projects Department
Natural Resource Services

Project
Oakley Stake Center
Water Lease Application
Cassia, ID

Title
Leased Water POU

Project Engineer	Delmas Johnson	Drawn By	Keith Hanks
Project Date	2/6/2014	Property Number	504-2305
Figure	1	Sheet Number	1 of 1



Water Right No.	Rented Vol (AF)	Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$17 (2013-2017)	Rental Amounts		Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$20 (2018-2022)	
					Rate (cfs)	Acres				
45-2578	1.7	26.01	2.89	28.90	0.01	0.80	14.40	259.2	28.8	288.00
45-2597	0.8	12.24	1.36	13.60	0.02	2.10		0	0	0.00
45-14060	14	214.2	23.8	238.00	0.04	3.50		0	0	0.00
xx-xxxx	0	0	0	0.00	0.00	0.00		0	0	0.00
xx-xxxx	0	0	0	0.00	0.00	0.00		0	0	0.00
xx-xxxx	0	0	0	0.00	0.00	0.00		0	0	0.00
xx-xxxx	0	0	0	0.00	0.00	0.00		0	0	0.00
Total	14.4	220.32	24.48	244.80	0.07	3.60		259.20	28.80	288.00
This is based on the 2013 rental agreement. I was not able to reproduce the calculations. M Edl										
				SOU at destination		246 3/15-11/15				
				SOU at source loca		246 3/15-11/15				
				headgate at destination		4				
				headgate at source		4				
				acres destination		3.6				
				acres source		3.6				
				rate destination		0.07				
				rate source		0.07				
				Vir		14.4				
				Vdr		34.15587				
				conversion		1.9835				



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

June 30, 2014

CORP OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS

50 E NORTH TEMPLE ST 12TH FLOOR
SALT LAKE CITY UT 84150-0012

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 45-2578, 45-2597 AND 45-14060**

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 2014. 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
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C099080
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Allen Merritt – IDWR Southern Regional Manager
Jeff Cooper – 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 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 16, 2014

CORP OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS, A UTAH COPR 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). 45-2578, 45-2597 AND 45-14060**

*****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 \$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. An annual payment shall be received by the Department prior to the execution of this agreement and prior to March 15 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

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,

for Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s)
c: IDWR Front Desk

MEMORANDUM

To: Right(s) 45-2578, 45-2597 and 45-14060

From: Michele Edl

Date: June 6, 2014

Re: Review & Analysis of the Application to Rent Water from the State Water Supply Bank submitted by the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints

PURPOSE/NARRATIVE: On March 5, 2014, Rudd (authorized agent) and Johnson (consultant) submitted an application to rent water from the State Water Supply Bank on behalf of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints. The application proposes to rent water to irrigate 3.6 acres in Twp 13S, Rge 22E, sec 33 for 5 years, beginning with the 2014 irrigation season.

The proposed point-of-diversion is an existing well tagged with D0060642.

AUTHORITY TO FILE: According to available Cassia County taxlot information, the Oakley Stake Center of the LDS Church owns the proposed place-of-use.

Terry F. Rudd, authorized agent and Delmas W. Johnson, P.E., Water Resource Mgr. signed the application. The LDS church appears to have paid the lease fee a second time and they will be refunded. The lease fee cannot be applied to the rental fee.

PKD Properties LC paid the fee to extend their lease agreements on 2/3/2014. See receipt C098266.

WATER RIGHT VALIDITY: Water Rights 45-2578, 45-2597 and 45-14060, are leased to the State Water Supply Bank through 2018. They are available to rent.

A review of aerial photography shows that portions of the water rights appear to have been idled at the authorized place-of-use.

INJURY TO OTHER WATER RIGHTS: No injury is apparent. ESPA modeling of this water rental may have been required but was not submitted either this year or previous years that that this lease and rental combination were approved. I modeled the rental and confirmed that no mitigation is required.

ENLARGEMENT OF USE: No enlargement is evident through the rental.

The leased water rights have flowrates which provide less than 0.02 cfs/acre. The applicant is seeking water at rate, volume and acreage which are proportional to the limits on the leased 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 rented rights are for groundwater within Critical Ground Water Management Areas of the Oakley Fan and are subject to Water District #140.

Jeff Cooper represents WD 140 in this area and he was asked for comment. This lease-rental pairing has occurred successfully in the past. He asked only for the volume remaining for use by PKD Properties LC.

I requested the POU shape file from the consultant, Delmas Johnson. Mr. Hanks, one of Mr. Johnson's coworkers in the LDS church office, returned my call today. The POU shape was not created in an electronic form that could be imported and used in IDWR's system. Therefore I created the POU shape.

I explained to Mr. Hanks that the LDS church would be receiving a refund of their \$500, that it could not be applied to the rental fee and that they would need to cut another check for the amount of the rental.

Edl, Michele

From: Cooper, Jeff
Sent: Tuesday, May 27, 2014 11:16 AM
To: Edl, Michele
Subject: RE: LDS WSB rental

Michele,

I do not see any issues with the proposed lease application. Please let me know what the AF is for the acres so I can reduce the amount PKD is allowed to pump. Thank you.

-Jeff C.

From: Edl, Michele
Sent: Thursday, May 22, 2014 3:01 PM
To: Merritt, Allen; Cooper, Jeff
Subject: LDS WSB rental

Gentlemen,

I have completed my review of a WSB rental application submitted by the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints. They are proposing to irrigate 3.6 acres around the Cassia Stake Center using portions of water rights which have been idled on PKD Properties and/or TLD Properties. This lease rental combination has been approved in previous years. I did not find ESPA modeling had been submitted either for this year or the past. I modeled the rental and found no problems.

I have requested a shp file from the consultant but am willing to create one if necessary.
My review memo and the modeling are available in the file named CORP OF PRSIDING LDS BISHOP on
N:\WRDocs\WSB\WSB PROCESSING DOCUMENTS\2014 Lease-Rentals\2014 Rentals.

Please consider this email as a request for your comment and let me know if you have any feed back or concerns about this application.

Thank you
Michele