

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

RECEIVED

APR 01 2013

DEPARTMENT OF  
WATER RESOURCES

This is to certify that: CORPORATION OF THE PRESIDING BISHOP  
CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS  
1244 COB, 50 E NORTH TEMPLE  
SALT LAKE CITY UT 84150  
(801) 240-4657  
JOHNSONDW@LDSCHURCH.ORG

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<br>Right                     | Rented<br>Rate  | Annual Rented<br>Volume | Total Rented<br>Acres |
|------------------------------------|-----------------|-------------------------|-----------------------|
| 45-2578                            | 0.01 CFS        | 1.7 AF                  | 0.8 AC                |
| 45-2597                            | 0.02 CFS        | 0.8 AF                  | 2.1 AC                |
| 45-14060                           | 0.04 CFS        | 14.0 AF                 | 3.5 AC                |
| <b>COMBINED<br/>RENTAL TOTALS:</b> | <b>0.07 CFS</b> | <b>14.4 AF</b>          | <b>3.6 AC</b>         |

**TERM OF RENTAL:** March 15, 2013 to October 31, 2013

**RENTAL FEE:** \$244.80

Detailed water right specific limitations and conditions 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 limitations and conditions of use described in this agreement:

Dated this 21 day of MARCH, 20 13.

By: TERRY F. RUOD  
(Print Name)

Terry F. Ruod  
(Signature) aut

AUTHORIZED AGENT

(Title if on behalf of company or organization)

Having determined that this agreement satisfies 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 conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 10<sup>th</sup> day of April, 20 13.

Brian Patton  
BRIAN PATTON, Administrator  
Idaho Water Resource Board

**WATER RIGHT NO. 45-2578**  
**WATER SUPPLY BANK RENTAL AGREEMENT**

The 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 below:

**Renter:** CORPORATION OF THE PRESIDING BISHOP  
 CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS  
 1244 COB, 50 E NORTH TEMPLE  
 SALT LAKE CITY UT 84150  
 (801) 240-4657  
 JOHNSONDW@LDSCHURCH.ORG

**Priority Date:** 04/29/1959

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|---------------|-----------|-----------------------|---------------|
| IRRIGATION            | 03/15         | to 11/15  | 0.01 CFS              | 1.7 AF        |
|                       | <b>Total:</b> |           | <b>0.01 CFS</b>       | <b>1.7 AF</b> |

**LOCATION OF RENTER'S POINT(S) OF DIVERSION:**

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

**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

Acre Limit within Place of Use described: 0.8

**CONDITIONS OF WATER USE**

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.

**WATER RIGHT NO. 45-2578  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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.
12. This rental is limited to 0.8 acres within the place of use described above in a single irrigation season.
13. Rental of Right Nos. 45-2578 and 45-2597 when combined shall not exceed the irrigation of 2.2 acres.
14. Prior to diversion of water under this right, the right holder shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.

**WATER RIGHT NO. 45-2597**  
**WATER SUPPLY BANK RENTAL AGREEMENT**

The 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 below:

**Renter:** CORPORATION OF THE PRESIDING BISHOP  
 CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS  
 1244 COB, 50 E NORTH TEMPLE  
 SALT LAKE CITY UT 84150  
 (801) 240-4657  
 JOHNSONDW@LDSCHURCH.ORG

**Priority Date:** 01/13/1960

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|---------------|-----------|-----------------------|---------------|
| IRRIGATION            | 03/15         | to 11/15  | 0.02 CFS              | 0.8 AF        |
|                       | <b>Total:</b> |           | <b>0.02 CFS</b>       | <b>0.8 AF</b> |

**LOCATION OF RENTER'S POINT(S) OF DIVERSION:**

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

**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

Acre Limit within Place of Use described: 2.1

**CONDITIONS OF WATER USE**

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.

**WATER RIGHT NO. 45-2597  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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.
12. This rental is limited to 2.1 acres within the place of use described above in a single irrigation season.
13. Rental of Right Nos. 45-2578 and 45-2597 when combined shall not exceed the irrigation of 2.2 acres.
14. Prior to diversion of water under this right, the right holder shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.

**WATER RIGHT NO. 45-14060**  
**WATER SUPPLY BANK RENTAL AGREEMENT**

The 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 below:

**Renter:** CORPORATION OF THE PRESIDING BISHOP  
 CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS  
 1244 COB, 50 E NORTH TEMPLE  
 SALT LAKE CITY UT 84150  
 (801) 240-4657  
 JOHNSONDW@LDSCHURCH.ORG

**Priority Date:** 12/03/1971

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| IRRIGATION            | 03/15         | to 11/15  | 0.04 CFS              | 14.0 AF        |
|                       | <b>Total:</b> |           | <b>0.04 CFS</b>       | <b>14.0 AF</b> |

**LOCATION OF RENTER'S POINT(S) OF DIVERSION:**

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

**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: 3.8

Acre Limit within Place of Use described: 3.5

**CONDITIONS OF WATER USE**

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. This rental agreement does not authorize the construction of a well.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.

**WATER RIGHT NO. 45-14060  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. 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.
12. This rental is limited to 3.5 acres within the place of use described above in a single irrigation season.
13. Prior to diversion of water under this right, the right holder shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.