



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

C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

July 12, 2012

SHELIA JEWKES
NATURAL RESOURCES
50 E NORTH TEMPLE
SALT LAKE CITY UT 84150

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 45-2578, 45-2597 and 45-14060**

Dear Shelia,

Following up our phone conversation today, I have enclosed a Water Supply Bank Rental Agreement for 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 \$212.80 was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 15.2 acre-feet. We need to receive payment prior to the execution of this agreement. The agreement will be void if payment is not received.

Please send a check made payable to the Idaho Department of Water Resources, together with the signed rental agreement, to my attention within 14 days so I can complete the processing.

You will notice in looking over the agreement that it is only for one year and your application requested two. Unfortunately, at this time, we only have suitable rights to rent to you for 2012. If you wish to continue the rental in 2013, please apply again later this year or early next year. If you have any questions, please contact me at (208) 287-4949.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Van Dyke". The signature is fluid and cursive, with the first name "Nicholas" being more prominent than the last name "Van Dyke".

Nicholas Van Dyke
Sr. Water Resource Agent

Enclosure(s)

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

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 Right	Rented Rate	Annual Rented Volume	Total Rented Acres
45-2578	0.01 CFS	1.7 AF	0.8 AC
45-2597	0.23 CFS	0.9 AF	2.2 AC
45-14060	0.04 CFS	14.8 AF	3.7 AC
COMBINED RENTAL TOTALS:	0.07 CFS	15.2 AF	3.8 AC

TERM OF RENTAL: March 19, 2012 to October 31, 2012

RENTAL FEE: \$212.80

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 _____ day of _____, 20_____.

By: _____
(Print Name) (Signature)

(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 ____ day of _____, 20_____.

GARY SPACKMAN, Interim Director
Department of Water Resources

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
	Total:		0.01 CFS	1.7 AF

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				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
13S	22E	33	10								1.3			2.5					3.8

Total Acres: 3.8

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 2.3 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	0.23 CFS	0.9 AF
	Total:		0.23 CFS	0.9 AF

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				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
13S	22E	33	10								1.3			2.5					3.8

Total Acres: 3.8

Acre Limit within Place of Use described: 2.2

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 2.2 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 2.3 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	14.8 AF
	Total:		0.04 CFS	14.8 AF

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				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
13S	22E	33	10								1.3			2.5					3.8

Total Acres: 3.8

Acre Limit within Place of Use described: 3.7

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 3.7 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.