

Form 222
1-87

74092

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter Day Saints, a Utah Corporation
Sole _____ Phone (801) 240-9016
Post Office address 50 East Temple Street, Salt Lake City, UT 84150-0320

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Applicant has purchased 4.4 acres of irrigation water rights to use for watering grounds and landscaping in connection with Iona church building.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 35-13624 Priority 06/01/1989 Amount 0.07 cfs/17.6 afa Nature of Use Irrigation Period of Use 04/01 to 11/01
35-13648 _____ to _____
_____ to _____
_____ to _____
_____ to _____
2. Total amount of water being transferred 0.07cfs/17.6 afa cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Groundwater
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	25	T3N	R38E	Bonneville	(2 wells)

5. Lands irrigated or place of use: (Permissible place of use for all water rights)

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	38E	25				4.4													4.4

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AUG 31 2007

Total Acres 4.4

6. General Information:

- a. Description of diversion system Well and pump. (2)
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
Yes ☒ No ☐ If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:
4.4 acres will no longer be irrigated.
- d. Remarks:
See attached copies of Purchase and Sale Agreement and attached copies of information from running the transfer tool as to predicted impacts on river reaches.

ACTION OF THE DIRECTOR DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
and said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 2007.

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[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

06/22/2007

WATER RIGHT NO. 35-13624

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BLACKROCK PARTNERSHIP PO BOX 244 RIRIE, ID 83443
Original Owner	EVERT H PRESCOTT RT 3 BOX 92 BLACKFOOT, ID 83221

Priority Date: 06/01/1989

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	3.99 CFS	992 AFA
Total Diversion			3.99 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NESE|Sec. 04|Township 01S|Range 34E|BINGHAM County

Licensed Diversion Capacity: 5.11

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Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
01S	34E	4		NESW	40		NWSW	40		SWSW	40		SESW	40
				NESE	4		NWSE	40		SWSE	40		SESE	4

Total Acres: 248

Conditions of Approval:

1. R31 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

Dates:

Licensed Date: 10/13/1994

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

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10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use? No. If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C)

1. amount 0.07 cfs/17.6 afa for Irrigation purposes from 04/01 to 11/01
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NE	SE	4	1S	34E	BINGHAM	

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1S	34E	4											4.4						4.4

Total Acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. amount 3.92 cfs/974.4 afa for Irrigation purposes from 04/01 to 11/01
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NE	SE	4	T1S	34E	BINGHAM	

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1S	34E	4									40	40	35.6	40	4	40	40	4	243.6

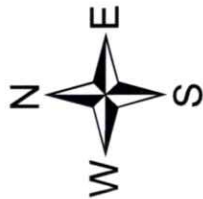
Total Acres 243.6

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IONA LDS WARD BUILDING

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Legend

-  Irr_Acres
-  Quarter-quarters
-  Major Roads

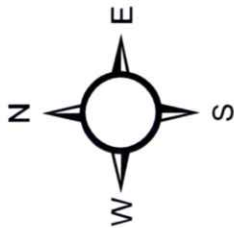
Prepared by:
Robert L. Harris
2004 NAIP Aerial Photo
June 22, 2007

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BLACK ROCK PARTNERSHIP PROPERTY

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Legend

-  Black_Rock_Property
-  35-13624
-  35-13624_POD
-  Township_Lines
-  Section_Lines
-  Quarter-quarters



Prepared By:
Robert L. Harris
June 22, 2007

B. CHANGES IN NATURE OF USE

1. New Nature of Use Amount Hours/days/year Period of Use
 (cfs/ac-ft)
 _____ to _____
 _____ to _____

2. Quantity and quality of return flows and location of discharge:

No return flows

3. Describe effects on other water uses resulting from the proposed change:

4.4 acres of land currently irrigated under Right No. 35-13624 will no longer be irrigated.

I hereby asset that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. 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 voiding its approval.

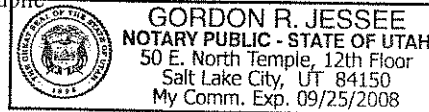
CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF
 JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation
 sole

BF [Signature]
 (Signature of Applicant)

Subscribed and sworn to before me this 21st day of August, 2007.

[Signature]
 Notary Public

My Commission Expires 9/25/2008



FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 14 attachments

Received by _____ Date 100 8/31/07 Protest filed by _____

Prelim. check by _____ Fee 100 -

Receipted by _____ Date EO33312

Published in Post Register Copies of protest forwarded by _____

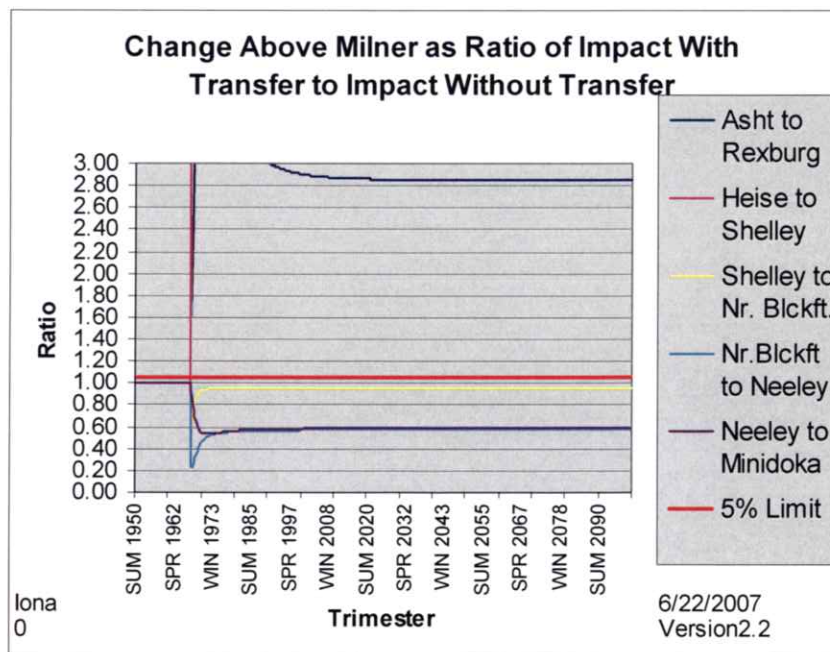
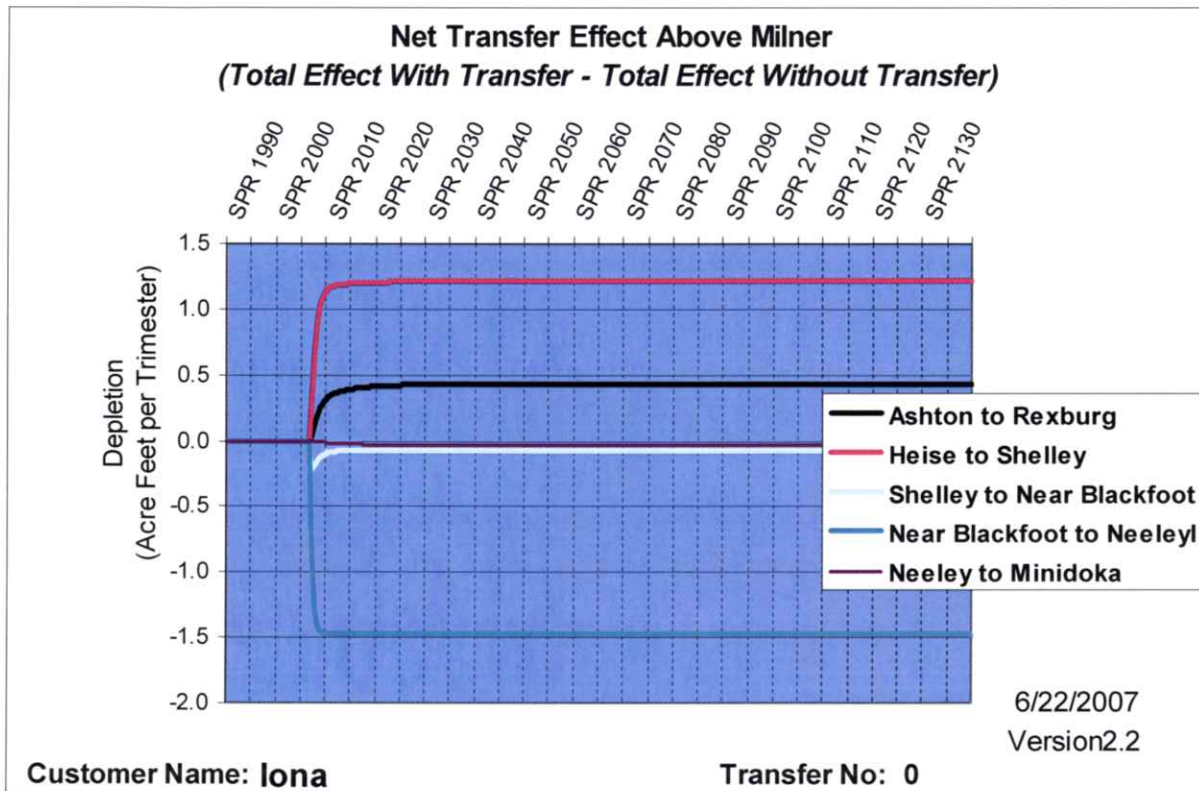
Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd _____ by _____

Copy of transfer sent to lien holder _____

IONA: Effects for Heise to Shelley Reach peak at 1.2 AF/Trimester.



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Ending Dates
Enter the starting year and season for your simulation. The starting date represents the beginning of the analysis period.
Once you have entered the starting date, click the **UPDATE DATES** button.
The date only needs to be updated once, unless the external timeframe of the simulation is changed. Modifying the date does not automatically adjust the location of the rates entered in the table.

Entering Well Locations
Enter the row and column location for the TIC well in spreadsheet cell A15 and B15, respectively.

Without Transfer

Entering the Model

Once the model file has been compiled for the FPROK and TO wells, only the FLOW MODEL button to generate the response functions. The model only needs to be re-run if the locations of the FPROK and TO wells are changed.

Getting the Model Output

Once the model has been run, push the GET OUTPUT button to retrieve the model output. This prepares the model output for use for calculating effects.

Entering water use data

All water use should be entered in units of acre-feet per year/month period. See the user's manual for instructions on multiple water rights with different priority dates and/or different wells.

Entering TO Well Prohibited Water Use

Enter the prohibited water use for the TO well in Column B. TO Well water use should start in the transfer (drought) period in which the transfer will be effective.

Entering FPROK Well With Transfer Use

Enter the FPROK well water use for the first FPROK well in Column G. For the second FPROK well in Column E, and for the third FPROK well in Column G.

With Transfer, water use should reflect historical and projected water use for this well and should cease to be reduced at the line of the water right transfer.

Entering FPROK Well Without Transfer Use

The FPROK well water use for the FPROK wells should include historical and projected use for each well. The FPROK well water use should be entered in Column G for the first FPROK well and in Column E for the second FPROK well in Column G.

Prior to the expected date of transfer, the With Transfer use should be the same as the Without Transfer use.

If only one FPROK well is to be represented, pumpage in columns E, F, G and H should be 0.

If only two FPROK wells are being represented, pumpage in Columns G and H should be 0.

Projected water use in the TO well and the FPROK wells will be used to estimate the change in due to the new transfers caused by the water right transfer. (See User's manual)

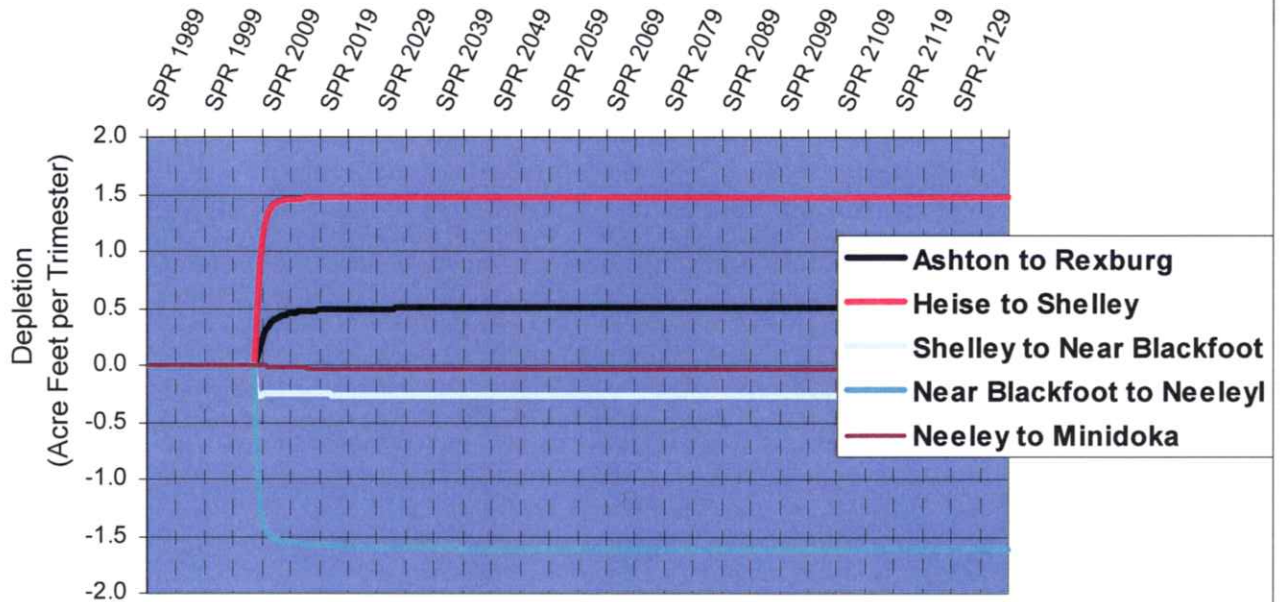
Calculating Effect of the Transfer on River Gains and Losses

After all of the above steps have been completed, the effects of the proposed transfer on gains and losses of the four hydraulically connected reaches of the Snake River can be estimated by clicking the CALCULATE EFFECTS button. This will result in a multiplication of the response function matrix (determined from the model runs) times the water use table entered in the table provided in columns B through H.

After the multiplication has been performed, the spreadsheet will automatically calculate and highlight the new gains or losses for each of the four reaches, and a final gain or loss for the entire river. The results are summarized in a table form in the CALCULATED EFFECTS worksheet. See the User's Manual for more information.

SPJ
SL
W

Net Transfer Effect Above Milner
(Total Effect With Transfer - Total Effect Without Transfer)



CUSTOMER NAME: LDS

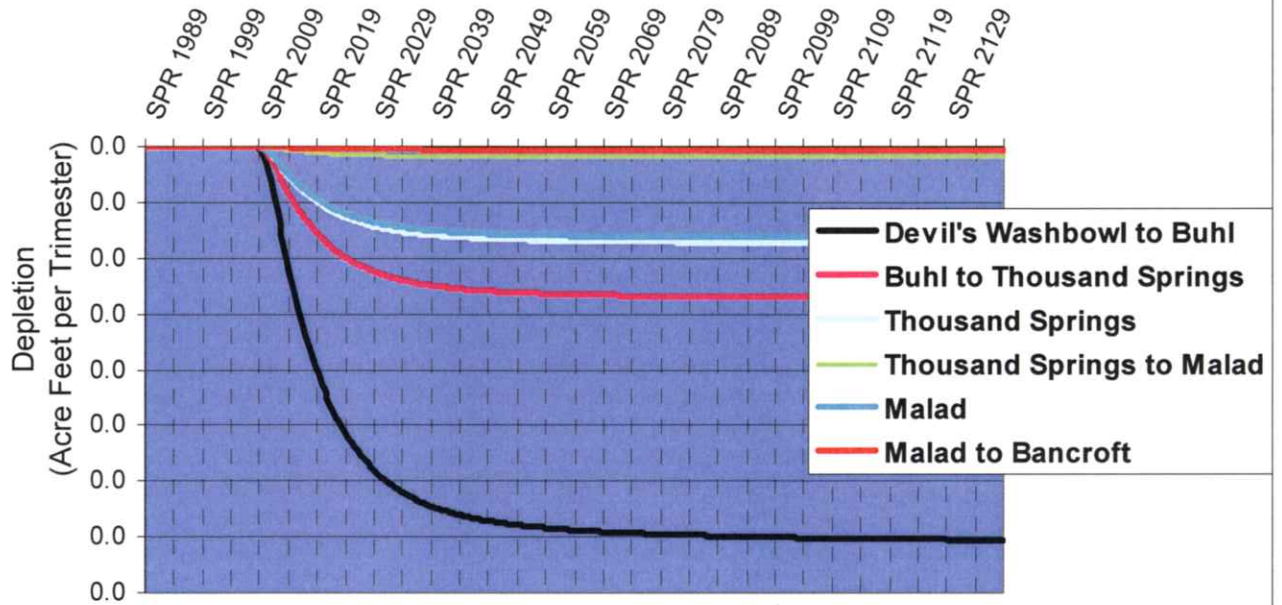
TRANSFER NO: 74092

From: 70/137
CELL

TO : 71/168
CELL

DAVE CARLSON

Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)



CUSTOMER NAME:

LDS

TRANSFER NO:

74092

FROM: 70/137
CELL

TO: 71/168
CELL

DAVE CARLSON

ATTACHMENT T 74092
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AUG 31 2007

**WATER RIGHT PURCHASE
AND SALE AGREEMENT**

Department of Water Resources
Eastern Region

THIS AGREEMENT is made and entered into this 4th day of April, 2007, by and between Black Rock Partnership, an Idaho general partnership, of PO Box 244, Ririe, Idaho, 83443, hereafter "SELLER", and the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter Day Saints, a Utah corporation sole, authorized to do business in the State of Idaho, of 50 East North Temple Street, Salt Lake City, Utah, 84150-0320, hereafter "BUYER":

WITNESSETH:

That for and in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. SELLER hereby sells to BUYER, and BUYER hereby purchases from SELLER, the following described water right for the consideration and subject to the terms and conditions contained herein:

A portion of groundwater right number 35-13624, having a priority date of June 1, 1989, in the amount of 0.154 cfs/38.4 acre feet per annum, presently appurtenant to and used for the irrigation of 9.6 acres within the SWSW, Sec. 4, T1S., R34E.B.M.

Said water right shall be conveyed from SELLER to BUYER by Quitclaim Deed, in the form set forth in Exhibit "A" attached hereto. Said Quitclaim Deed has been executed by SELLER as Grantor to BUYER as Grantee, and delivered to Grantee, but the same shall not be recorded until the satisfactory completion of the transfer proceedings referenced in Paragraph 3 hereof.

2. The purchase price for said water right is the sum of Eighteen Thousand Dollars (\$18,000.00), lawful money of the United States, to be paid by BUYER to SELLER as follows:
 - a. Cash within thirty (30) days of receipt of notice of formal approval by Idaho Department of Water Resources of the applications referenced in Paragraph 3 hereof.
3. It is understood and agreed that BUYER will initiate three separate transfer proceedings under *Idaho Code* §§42-108 and 42-222, by filing applications with Idaho Department of

ATTACHMENT T 74092
9 OF 14

Water Resources in the forms attached hereto as Exhibits "B", "C", and "D", to change the point of diversion and place of use of said water right as provided in said applications. The filing fees and all costs and expenses of such proceedings shall be born by BUYER. The parties agree to cooperate in the prosecution of said transfer proceedings to the end that they might be approved by the Idaho Department of Water Resources with as much dispatch as possible.

4. In the event the transfers or any of them are not approved by the Idaho Department of Water Resources, or not approved in a manner satisfactory to BUYER, BUYER shall have the right to have any or all of said applications withdrawn. In the event BUYER withdraws any of said applications, BUYER agrees to return the unrecorded Quitclaim Deed to SELLER and SELLER agrees to execute such new Quitclaim Deed as may be appropriate to convey any portion of the above described water right necessary to give effect to a remaining approved transfer or transfers. In the event BUYER withdraws any of said applications, the purchase price set forth in Paragraph 2 above shall be reduced by the number of acres of water rights sought to be transferred in such application, at the rate of One Thousand Nine Hundred Dollars (\$1,900.00) per acre.
5. Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.
6. This agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BLACK ROCK PARTNERSHIP

Michelle Chapple

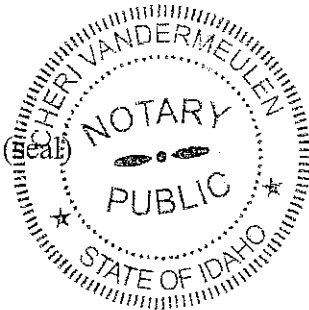
By: Michelle Chapple

Its: General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 4th day of April, 2007, before me a notary public in and for said State, personally appeared Michelle Chapple known or identified to me (or proved to me on the oath of Michelle Chapple) to be one of the partners in the partnership of Black Rock Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Cheri Vandermeulen

Notary Public for Idaho

Residing at: Idaho Falls

My commission expires: July 7, 2009



CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER
DAY SAINTS

BF

By: Terry F. Rudd
Its: Authorized Representative

STATE OF UTAH)
)ss.
County of Salt Lake)

On this 21st day of August, 2007, before me a notary public in and for said State, personally appeared Terry F. Rudd known or identified to me (or proved to me on the oath of Gordon R. Jessee) to be the duly authorized representative of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

Gordon R. Jessee

Notary Public for Utah
Residing at: SALT LAKE COUNTY, UTAH
My commission expires: 9/25/08

GAWPDATA\KWF0110-009 LDS Church - Water Rights\W.R. Purchase Agreement, Black Rock.wpd:cdv

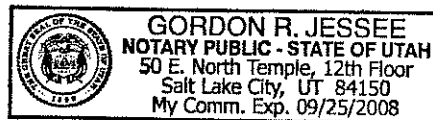


Exhibit "A"

**QUITCLAIM DEED
FOR
WATER RIGHTS**

THIS INDENTURE is made this ____ day of August 2007, between Black Rock Partnership, referred to herein as the "GRANTOR" and the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter Day Saints, whose principle place of business is 50 East North Temple, Salt Lake City, Utah, referred to herein as the "GRANTEE",

WITNESSETH, that the GRANTOR, for an in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to GRANTOR, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM unto the GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described water right or portions thereof in the County of Bingham, State of Idaho, to-wit:

A portion of groundwater right number 35-13624, having a priority date of June 1, 1989, in the amount of 0.154 cfs/38.4 acre feet per annum, presently appurtenant to and used for the irrigation of 9.6 acres within the SWSW, Sec. 4, T1S., R34E.B.M.

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, or rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said water rights unto the GRANTEE, and to GRANTEE's successors and assigns forever.

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the GRANTOR has executed the within instrument the day and year first above written.

BLACK ROCK PARTNERSHIP

By: Michelle Chapple
Its: General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of August, 2007, before me a notary public in and for said State, personally appeared Michelle Chapple known or identified to me (or proved to me on the oath of Michelle Chapple) to be one of the partners in the partnership of Black Rock Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

Notary Public for Idaho
Residing at: _____
My commission expires: _____

@PFDesktop\ODMA\PCDOCS\DOCS\992327\1:cdv