

5/8/2013 SR7  
\$0

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

This is to certify that: **DEL KOHTZ**  
1135 VALLEY RD SO  
EDEN ID 83325  
(208) 312-1135  
DELKOHTZIDWC@MINDSPRING.COM

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 |
|-------------|-------------|----------------------|--------------------|
| 61-2165     | 4.06 CFS    | 1139.9 AF            | 253.3 AC           |
| 61-7170     | 1.52 CFS    | 19.1 AF              | 86.9 AC            |
| 61-12264    | 1.42 CFS    | 449.4 AF             | 100.8 AC           |
| 61-12266    | 0.31 CFS    | 130.1 AF             | 28.9 AC            |

**COMBINED  
RENTAL TOTALS:**

**6.49 CFS      1589.3 AF      383.0 AC**

**TERM OF RENTAL:**

March 1, 2012 to November 15, 2012  
March 1, 2013 to November 15, 2013  
March 1, 2014 to November 15, 2014  
March 1, 2015 to November 15, 2015  
March 1, 2016 to November 15, 2016

**RENTAL FEE:**

\$22,250.20

The fee for rental of the above-described water is \$22,250.20 per year. An annual payment shall be received by the Department prior to March 15, the beginning of the irrigation season, 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.

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 6<sup>th</sup> day of May, 2012  
By: Delbert Kohtz (Print Name) [Signature] (Signature)

[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 22<sup>nd</sup> day of January, 2013.

**SUPPORT DATA**

**IN FILE #**

61-2165

[Signature]  
GARY SPACKMAN, Interim Director  
Department of Water Resources

**SCANNED**  
**JAN-23-2013**

\* This Right split by  
Transfer 78656  
Rental Breakdown  
for these two  
rights  
61-2165 1.16 cfs 339 AF SR  
61-12291 2.10 cfs 800.9 AF SR  
(W)

## WATER RIGHT NO. 61-2165 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:** DEL KOHTZ  
1135 VALLEY RD SO  
EDEN ID 83325  
(208) 312-1135  
DELKOHTZIDWC@MINDSPRING.COM

**Priority Date:** 12/02/1963

**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     | 4.06 CFS              | 1139.9 AF        |
|                       | <b>Total:</b> |           | <b>4.06 CFS</b>       | <b>1139.9 AF</b> |

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

|                        |         |         |         |               |
|------------------------|---------|---------|---------|---------------|
| GROUND WATER NW¼NW¼SW¼ | Sec. 19 | Twp 04S | Rge 05E | ELMORE County |
| GROUND WATER NW¼NW¼NE¼ | Sec. 30 | Twp 04S | Rge 05E | ELMORE 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   |        |
| 04S | 05E | 19  |    |    |    |    |    |    |    |    | 36.2 | 36.2 | 36.2 | 36.2 | 29.5 | 29.5 | 29.5 | 29.5 | 263    |
| 04S | 05E | 30  | 30 | 30 | 30 | 30 |    |    |    |    |      |      |      |      |      |      |      |      | 120    |

Total Acres: 383

Acre Limit within Place of Use described: 253.3

### 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. 61-2165  
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. The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
12. Rental of Rights 61-12264 and 61-12266 under this agreement when combined shall not exceed a total diversion rate of 5.07 cfs, a total annual maximum diversion volume of 1139.9 af at the field headgate, and the irrigation of 253.3 acres.
13. Irrigation using Right No. 61-2165 under this rental is limited to 253.3 acres within the place of use described above in a single irrigation season.

**WATER RIGHT NO. 61-7170**  
**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:** DEL KOHTZ  
 1135 VALLEY RD SO  
 EDEN ID 83325  
 (208) 312-1135  
 DELKOHTZIDWC@MINDSPRING.COM

**Priority Date:** 10/24/1973

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| IRRIGATION            | 03/01 to      | 11/15     | 1.52 CFS              | 19.1 AF        |
|                       | <b>Total:</b> |           | <b>1.52 CFS</b>       | <b>19.1 AF</b> |

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

|              |           |         |         |         |               |
|--------------|-----------|---------|---------|---------|---------------|
| GROUND WATER | NW¼NW¼SW¼ | Sec. 19 | Twp 04S | Rge 05E | ELMORE County |
| GROUND WATER | NW¼NW¼NE¼ | Sec. 30 | Twp 04S | Rge 05E | ELMORE 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 |
| 04S | 05E | 19  |    |    |    |    |    |    |    |    | 36.2 | 36.2 | 36.2 | 36.2 | 29.5 | 29.5 | 29.5 | 29.5 | 263    |
| 04S | 05E | 30  | 30 | 30 | 30 | 30 |    |    |    |    |      |      |      |      |      |      |      |      | 120    |

Total Acres: 383

Acre Limit within Place of Use described: 86.9

**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. 61-7170  
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. The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
12. Rental of Rights 61-12264 and 61-12266 under this agreement when combined shall not exceed a total diversion rate of 5.07 cfs, a total annual maximum diversion volume of 1139.9 af at the field headgate, and the irrigation of 253.3 acres.
13. Irrigation using Right No. 61-7170 under this rental is limited to 86.9 acres within the place of use described above in a single irrigation season.

## WATER RIGHT NO. 61-12264 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:** DEL KOHTZ  
1135 VALLEY RD SO  
EDEN ID 83325  
(208) 312-1135  
DELKOHTZIDWC@MINDSPRING.COM

**Priority Date:** 04/23/1964

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>   |
|-----------------------|---------------|-----------|-----------------------|-----------------|
| IRRIGATION            | 04/01         | to 10/31  | 1.42 CFS              | 449.4 AF        |
|                       | <b>Total:</b> |           | <b>1.42 CFS</b>       | <b>449.4 AF</b> |

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

|              |           |         |         |         |               |
|--------------|-----------|---------|---------|---------|---------------|
| GROUND WATER | NW¼NW¼SW¼ | Sec. 19 | Twp 04S | Rge 05E | ELMORE County |
| GROUND WATER | NW¼NW¼NE¼ | Sec. 30 | Twp 04S | Rge 05E | ELMORE 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   |        |
| 04S | 05E | 19  |    |    |    |    |    |    |    |    | 36.2 | 36.2 | 36.2 | 36.2 | 29.5 | 29.5 | 29.5 | 29.5 | 263    |
| 04S | 05E | 30  | 30 | 30 | 30 | 30 |    |    |    |    |      |      |      |      |      |      |      |      | 120    |

Total Acres: 383

Acre Limit within Place of Use described: 100.8

### 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. 61-12264  
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
13. Right 61-12266 is an enlargement of Right 61-12264 pursuant to Section 42-1426, Idaho Code.
14. Rights 61-12264 and 61-12266 when combined shall not exceed a total diversion rate of 1.42 cfs, a total annual maximum diversion volume of 449.4 af at the field headgate, and the irrigation of 129.7 acres.
15. Irrigation using Right No. 61-12264 under this rental is limited to 100.8 acres within the place of use described above in a single irrigation season.

## WATER RIGHT NO. 61-12266 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:** DEL KOHTZ  
1135 VALLEY RD SO  
EDEN ID 83325  
(208) 312-1135  
DELKOHTZIDWC@MINDSPRING.COM

**Priority Date:** 03/15/1977

**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     | 0.31 CFS              | 130.1 AF        |
|                       | <b>Total:</b> |           | <b>0.31 CFS</b>       | <b>130.1 AF</b> |

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

|              |           |         |         |         |               |
|--------------|-----------|---------|---------|---------|---------------|
| GROUND WATER | NW¼NW¼SW¼ | Sec. 19 | Twp 04S | Rge 05E | ELMORE County |
| GROUND WATER | NW¼NW¼NE¼ | Sec. 30 | Twp 04S | Rge 05E | ELMORE 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   |        |
| 04S | 05E | 19  |    |    |    |    |    |    |    |    | 36.2 | 36.2 | 36.2 | 36.2 | 29.5 | 29.5 | 29.5 | 29.5 | 263    |
| 04S | 05E | 30  | 30 | 30 | 30 | 30 |    |    |    |    |      |      |      |      |      |      |      |      | 120    |

Total Acres: 383

Acre Limit within Place of Use described: 28.9

### 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. 61-12266  
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. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
13. Right 61-12266 is an enlargement of Right 61-12264 pursuant to Section 42-1426, Idaho Code.
14. Rights 61-12264 and 61-12266 when combined shall not exceed a total diversion rate of 1.42 cfs, a total annual maximum diversion volume of 449.4 af at the field headgate, and the irrigation of 129.7 acres.
15. Irrigation using Right No. 61-12266 under this rental is limited to 28.9 acres within the place of use described above in a single irrigation season.