



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

May 19, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

DELBERT KOHTZ
1135 VALLEY RD S
EDEN, ID 83325

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-2163, 61-12039**

Dear Renter:

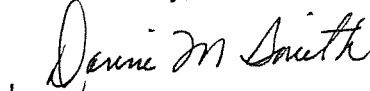
The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank"). Enclosed, please find a Water Supply Bank Rental Agreement for your review and signature. Upon signature and return of the original agreement, together with the 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 \$24,570 per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 1,755 acre-feet. The total rental fee for 2010 and 2011 is **\$49,140**. Payment must be received by the Department prior to diversion of water under the agreement.

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.

If you have any questions, please contact Monica Van Bussum at (208) 287-4907.

Sincerely,


for Cynthia Bridge Clark
Staff Engineer

Enclosure(s)

c: Regional Mgr – IDWR Western Regional Office

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:

Water <u>Right</u>	Rented <u>Rate</u>	Annual Rented <u>Volume</u>	Total Rented <u>Acres</u>
61-2163	1.76 CFS	760.5 AF	169.0 AC
61-10378	3.47 CFS	994.5 AF	221.0 AC

GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 61-2163
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:

This is to certify that: DELBERT KOHTZ
 1135 VALLEY RD S
 EDEN, ID 83325
 (208)312-1135

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	1.76 CFS	760.5 AF
	Total:		1.76 CFS	760.5 AF

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

GROUND WATER	SW¼NE¼	Sec. 24	Twp 04S	Rge 05E	ELMORE County
GROUND WATER	SE¼SE¼	Sec. 18	Twp 04S	Rge 06E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 19	Twp 04S	Rge 06E	ELMORE County
GROUND WATER	NW¼SE¼	Sec. 20	Twp 04S	Rge 06E	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									32.5	32.5	32.5	32.5	32.5	32.5	32.5	32.5	260
04S	05E	30	32.5	32.5	32.5	32.5													130

Total Acres: 390

Acre Limit within Place of Use described: 169

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
N/A	N/A	N/A	N/A

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. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 61-2154
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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.

WATER RIGHT NO. 61-12039
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:

This is to certify that: DELBERT KOHTZ
 1135 VALLEY RD S
 EDEN, ID 83325
 (208)312-1135

Priority Date: 01/13/1964

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	3.47 CFS	994.5 AF
	Total:		3.47 CFS	994.5 AF

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

GROUND WATER	SW¼NE¼	Sec. 24	Twp 04S	Rge 05E	ELMORE County
GROUND WATER	SE¼SE¼	Sec. 18	Twp 04S	Rge 06E	ELMORE County
GROUND WATER	NW¼NW¼	Sec. 19	Twp 04S	Rge 06E	ELMORE County
GROUND WATER	NW¼SE¼	Sec. 20	Twp 04S	Rge 06E	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									32.5	32.5	32.5	32.5	32.5	32.5	32.5	32.5	260
04S	05E	30	32.5	32.5	32.5	32.5													130

Total Acres: 390

Acre Limit within Place of Use described: 221

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
N/A	N/A	N/A	N/A

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. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 61-12039
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

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.
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. The period of use for irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than October 26, 2000.
11. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.