


FORGARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 61-2154 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: KEVIN KOHTZ
DELBERT KOHTZ
1135 VALLEY RD S
EDEN ID 83325
(208) 312-1135

Priority Date: 01/14/1963

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	2.82 CFS	559.0 AF
	Total:		2.82 CFS	559.0 AF

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

GROUND WATER	NW¼SW¼	Sec. 19	Twp 04S	Rge 05E	ELMORE County
GROUND WATER	SW¼SE¼	Sec. 19	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									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: 140.8

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	6.32 CFS	1,587.6 AF	390.0 AC

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. Rental of rights 61-2154 and 61-10378 are limited to a total combined diversion rate of 2.82 cfs and a maximum diversion volume of 660.4 acre-feet for irrigation of 165.1 acres within the authorized place of use.
12. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 6.32 cfs and a maximum diversion volume of 1,587.6 acre-feet for irrigation of 390 acres within the authorized place of use.

WATER RIGHT NO. 61-10378
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: KEVIN KOHTZ
 DELBERT KOHTZ
 1135 VALLEY RD S
 EDEN ID 83325
 (208) 312-1135

Priority Date: 04/30/1974

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	0.41 CFS	101.4 AF
	Total:		0.41 CFS	101.4 AF

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

GROUND WATER	NW¼SW¼	Sec. 19	Twp 04S	Rge 05E	ELMORE County
GROUND WATER	SW¼SE¼	Sec. 19	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									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: 24.3

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	6.32 CFS	1,587.6 AF	390.0 AC

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. 61-10378
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. Rental of rights 61-2154 and 61-10378 are limited to a total combined diversion rate of 2.82 cfs and a maximum diversion volume of 660.4 acre-feet for irrigation of 165.1 acres within the authorized place of use.
12. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 6.32 cfs and a maximum diversion volume of 1,587.6 acre-feet for irrigation of 390 acres within the authorized place of use.

WATER RIGHT NO. 61-2155
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: KEVIN KOHTZ
 DELBERT KOHTZ
 1135 VALLEY RD S
 EDEN ID 83325
 (208) 312-1135

Priority Date: 01/14/1963

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	2.32 CFS	487.6 AF
	Total:		2.32 CFS	487.6 AF

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

GROUND WATER	NW¼SW¼	Sec. 19	Twp 04S	Rge 05E	ELMORE County
GROUND WATER	SW¼SE¼	Sec. 19	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									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: 121.9

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	6.32 CFS	1,587.6 AF	390.0 AC

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. 61-2155
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. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 6.32 cfs and a maximum diversion volume of 1,587.6 acre-feet for irrigation of 390 acres within the authorized place of use.

WATER RIGHT NO. 61-2188
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: KEVIN KOHTZ
 DELBERT KOHTZ
 1135 VALLEY RD S
 EDEN ID 83325
 (208) 312-1135

Priority Date: 02/17/1966

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	1.18 CFS	262.8 AF
	Total:		1.18 CFS	262.8 AF

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

GROUND WATER	NW¼SW¼	Sec. 19	Twp 04S	Rge 05E	ELMORE County
GROUND WATER	SW¼SE¼	Sec. 19	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									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: 58.8

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	6.32 CFS	1,587.6 AF	390.0 AC

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. 61-2188
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. Rental of rights 61-2188 and 61-7151 are limited to a total combined diversion rate of 1.18 cfs and a maximum diversion volume of 439.6 acre-feet for irrigation of 103 acres within the authorized place of use.
12. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 6.32 cfs and a maximum diversion volume of 1,587.6 acre-feet for irrigation of 390 acres within the authorized place of use.

WATER RIGHT NO. 61-7151
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: KEVIN KOHTZ
 DELBERT KOHTZ
 1135 VALLEY RD S
 EDEN ID 83325
 (208) 312-1135

Priority Date: 04/09/1973

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	0.51 CFS	176.8 AF
	Total:		0.51 CFS	176.8 AF

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

GROUND WATER	NW¼SW¼	Sec. 19	Twp 04S	Rge 05E	ELMORE County
GROUND WATER	SW¼SE¼	Sec. 19	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									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: 44.2

COMBINED LIMITS OF RENTAL:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
61-2154, 61-10378, 61-2155, 61-2188, 61-7151	6.32 CFS	1,587.6 AF	390.0 AC

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. 61-7151
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. Rental of rights 61-2188 and 61-7151 are limited to a total combined diversion rate of 1.18 cfs and a maximum diversion volume of 439.6 acre-feet for irrigation of 103 acres within the authorized place of use.
12. Rental of rights 61-2154, 61-10378, 61-2155, 61-2188, and 61-7151 are limited to a total combined diversion rate of 6.32 cfs and a maximum diversion volume of 1,587.6 acre-feet for irrigation of 390 acres within the authorized place of use.