



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

October 29, 2007

C. L. "BUICH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

DELBERT KOHTZ
1135 VALLEY RD S
EDEN ID 83325

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK.
WATER RIGHT NO(S) 61-2154, 61-2155, 61-2188, 61-7151, AND 61-10378.

Dear Mr. Kohtz:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank"). Please find enclosed a Water Supply Bank Rental Agreement for your review and signature. Upon signature and return of the agreement, together with the rental fee described below, the department will also sign the 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.

On the application, you requested a rental diversion rate of 6.84 cfs and a diversion volume of 1,560.0 acre-feet for the irrigation of 390.0 acres. The amount of water reflected in this rental agreement is the rate and volume proportional to the amounts authorized under the water right(s) rented and the number of acres to be irrigated: 5.86 cfs and 1,501.2 acre-feet for the irrigation of 390.0 acres.

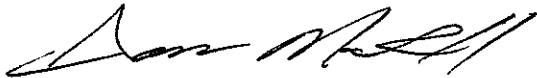
A rental fee of **\$ 21,016.80** per year was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 1,501.2 acre-feet. An annual payment shall be received by the Department of Water Resources prior to the execution of this agreement and prior to March 15 in all subsequent years for the duration of the rental period. The agreement will be void if the payment is not received for a given year. Please send a check made payable to the Idaho Department of Water Resources together with the signed rental agreement to my attention so I can complete the processing.

Please note that applications for rental of water must be reviewed in accordance with Section 42-1763, Idaho Code, and the department's Water Supply Bank Rule 30 (IDAPA 37.02.03.030). This includes consideration of whether there will be injury to other water rights, whether the proposal would constitute an enlargement of the water

rights, whether the water will be put to a beneficial use, whether the water supply available from applicable rights in the water supply bank is sufficient for the use intended and whether the proposal is in the local public interest. While a one-year rental usually involves a general review of the water rights and proposed use, rental of water over multiple years may require more comprehensive review, notice to advise anyone who desires to protest the proposed water use, and approval by the Idaho Water Resource Board.

If you have any questions, please contact me at (208) 287-4943.

Sincerely,

A handwritten signature in black ink, appearing to read 'Aaron Marshall', written in a cursive style.

Aaron Marshall
Water Allocation Bureau

Enc: 1

c: John Westra – IDWR Western Regional Office

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

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

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

Right	Rented Rate	Annual Rented Volume	Total Rented Acres
61-2154	2.82 CFS	559.0 AF	140.8 AC
61-2155	1.18 CFS	247.6 AF	61.9 AC
61-2188	1.86 CFS	415.2 AF	93.0 AC
61-7151	0.80 CFS	279.4 AF	70.0 AC
61-10378	0.41 CFS	N/A	24.3 AC

COMBINED RENTAL TOTALS	5.86 CFS	1,501.2 AF	390.0 AC
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TERM OF RENTAL: January 1, 2007 to December 31, 2008

RENTAL FEE: \$ 21,016.80 per year

*An annual payment must be received prior to the execution of this agreement and prior to **March 15** in all subsequent years for the duration of the rental period. The agreement will be void if the payment is not received in a given year.

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 Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (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____.

 DAVID R. TUTHILL, JR., 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: 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				
			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	260.0
04S	05E	30	32.5	32.5	32.5	32.5													130.0

Total Acres: 390.0

Acre Limit within Place of Use described: 140.8

CONDITIONS OF WATER USE

- 1 The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 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.
- 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 transfer applications that the renter has filed to modify water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
- 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 right holder 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, diversion volume of 559.0 acre-feet, and irrigation of 165.1 acres.

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: 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	1.18 CFS	247.6 AF
TOTAL:			1.18 CFS	247.6 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				
			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	260.0
04S	05E	30	32.5	32.5	32.5	32.5													130.0

Total Acres: 390.0

Acre Limit within Place of Use described: 61.9

CONDITIONS OF WATER USE

- 1 The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 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
- 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 transfer applications that the renter has filed to modify water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires
- 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 right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

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: 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	1.86 CFS	415.2 AF
TOTAL:			1.86 CFS	415.2 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	260.0
04S	05E	30	32.5	32.5	32.5	32.5													130.0

Total Acres: 390.0

Acre Limit within Place of Use described: 93.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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.
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 transfer applications that the renter has filed to modify water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
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 right holder 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 1.86 cfs and irrigation of 163.0 acres.

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: 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	0.80 CFS	279.4 AF
TOTAL: 0.80 CFS				279.4 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				
			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	260.0
04S	05E	30	32.5	32.5	32.5	32.5													130.0

Total Acres: 390.0

Acre Limit within Place of Use described: 70.0

CONDITIONS OF WATER USE

- The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
- 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.
- 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.
- This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
- This rental agreement does not authorize the construction of a well.
- Use of water under this agreement shall not prejudice any transfer applications that the renter has filed to modify water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
- Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
- 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.
- 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.
- Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
- Rental of rights 61-2188 and 61-7151 are limited to a total combined diversion rate of 1.86 cfs and irrigation of 163.0 acres.

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: 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	N/A
TOTAL: 0.41 CFS				N/A

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	260.0
04S	05E	30	32.5	32.5	32.5	32.5													130.0

Total Acres: 390.0

Acre Limit within Place of Use described: 24.3

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
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.
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 transfer applications that the renter has filed to modify water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires
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 right holder 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, diversion volume of 559.0 acre-feet, and irrigation of 165.1 acres