

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

**RECEIVED****MAR 13 2006****DEPARTMENT OF  
WATER RESOURCES**

This is to certify that: JOHN AND/OR KATHRYN SCHORZMAN  
3298 E 1400 S  
MALTA ID 83342  
(208) 645-2284

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**

| <u>Right</u>                       | <u>Rented<br/>Rate</u> | <u>Rented<br/>Volume</u> | <u>Total Rented<br/>Acres</u> |
|------------------------------------|------------------------|--------------------------|-------------------------------|
| 43-13416                           | 2.08 cfs               | 416.0 af                 | 104 ac                        |
| 43-13417                           | 0.18 cfs               | 36.0 af                  | 9 ac                          |
| <b>COMBINED<br/>RENTAL TOTALS:</b> | <b>2.26 cfs</b>        | <b>452.0 af</b>          | <b>113 ac</b>                 |

**TERM OF RENTAL:** 04/01/06 to 10/31/06

**TOTAL RENTAL FEE:** \$4,972.00

The total fee for rental of the above-described water is \$4,972.00. The renter is also the lessor under this agreement and is therefore obligated to pay only the administrative fee of \$497.20. 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 10<sup>th</sup> day of March, 2006

by JOHN SCHORZMAN  
(Print Name)

John Schorzman  
(Signature)  
(Pres.)  
(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 14<sup>th</sup> day of MARCH, 2006.

Karl J. Dreher  
KARL J. DREHER, Director  
Department of Water Resources

**WATER RIGHT NO(S).43-13416 and 43-13417  
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:** JOHN AND/OR KATHRYN SCHORZMAN  
3298 E 1400 S  
MALTA ID 83342  
(208) 645-2284

**Priority Date:** 10/14/1956

**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         | 2.26 CFS              | 452 AF        |
|                       | <b>Total: 2.26 CFS</b> |                       | <b>452 AF</b> |

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

GROUND WATER    SENE    Sec 36    Twp 12S    Rge 27E    CASSIA 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 |
| 12S | 27E | 36  |    |    |    |    |    |    |    |    |    |    |    |    | 29 | 26 | 27 | 31 | 113    |

Total Acres:113

**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. 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 land 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. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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(S). 43-13416 and 43-13417  
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**CONDITIONS OF WATER USE**

6. 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
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party
8. This rental does not authorize the construction of a well.
9. 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.
10. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use