



ZIP 83702 \$001.63⁰
02 4W
0000382634 APR 03 2024

RECEIVED

APR 12 2024

DEPT. OF WATER RESOURCES

V

JACK SCHNEIDER
PO BOX 367
RIRIE ID 83443-0367

NIXIE 980 SE 1 0104/07/24

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 837200098 0127N098235-00263



VAC



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

April 03, 2024

JACK SCHNEIDER
PO BOX 367
RIRIE ID 83443-0367

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 22-2175A, AGREEMENT 830**

Dear Renter:

Please find enclosed a receipt in the amount of **\$121.90** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 5.3 acre-feet of water for irrigation of 1.3 acres during 2024. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$250.47 of the rental fee will be paid to the lessor(s) and 10% or \$27.83 will be retained by the Department to offset administrative costs.

The annual rental fee for 2025 is due by December 31, 2024. If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

for
Water Supply Bank

Enclosures: Receipt No. C118081
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Southern Regional Office
Water District 37
Representative – Zach Latham

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 830

This is to certify that:

JACK SCHNEIDER
313 36TH ST
NEWPORT BEACH, CA 92663-3118

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 No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
37-11550	8/1/1979	GROUND WATER	0.03	5.3	1.5	0.02	3.5
37-458A	6/1/1883	CLEAR CREEK	0.03	4.6	1.5	0.02	3.0
Combined Limit Totals			0.03	5.3	1.5	0.02	3.5
Combined Rental Totals			0.03	5.3	1.5	0.02	3.5

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2028. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2024, whichever occurs last.

Annual Rental Fee:

2024 - 2028: \$121.90 annually

The full fee for the rental of the above-described right(s) is \$121.90 per year for years 2024 - 2028. The rental fee includes an administrative fee of \$12.19 per year for years 2024 - 2028.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	0.030	4.6	1.3	0.02	3.5
Combined Total	0.030	4.6	1.3	0.02	3.5

*** The authorized water usage reflects a reduction from the water right elements rented, to allow for a duty of water of 3.5 af/ac under water right 37-11550 at the rental location.**

Detailed water right conditions are attached.

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APR 01 2024

WATER SUPPLY BANK RENTAL AGREEMENT No. 830

DEPT. OF WATER RESOURCES

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:

Jack Schneider
Signature of Renter

3-27-24
Date

Jack Schneider
Printed Name

Owner
Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied 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 condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By Brian Patton
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 4/2/24

Rental approved by IDWR Plummer

Date 4/2/24

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 830

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NESE Sec. 36, Twp 04N, Rge 16E, BLAINE County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
0.03 CFS

VOLUME
4.6 AF

SEASON OF USE

Water Right No. **From** **To**
37-11550 5/1 10/31

RENTERS PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	16E	36													1.3				1.3

Total Acres: 1.3

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

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. 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.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. 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.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental does not authorize construction of a well.
10. Use of water under this agreement may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 830

11. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

Idaho Department of Water Resources Receipt

Receipt ID: C118081

Payment Amount	\$121.90	Date Received	4/1/2024	Region	STATE
Payment Type	Check	Check Number	1035		
Payer	HANSEL ALEXSANDRAA				
Comments	WATER SUPPLY BANK RENTAL AGREEMENT RENTER NAME: JACK SCHNEIDER RENTAL AGREEMENT # 830 FOR WR # 37-115502 & 37-458A FOR YEAR 2024				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$109.71	WATER BANK-OWNER SHARE	29512	0490	1		1205
\$12.19	WATER BANK-DEPARTMENT SHARE	55113	0229	21		1205



Signature Line (Department Representative)