

RECEIVED

MAY 17 2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF
WATER RESOURCES
AMENDED

AMENDED WATER SUPPLY BANK RENTAL AGREEMENT No. 157

This is to certify that:

LANCE FUNK
2765 FAIRGROUNDS ROAD
AMERICAN FALLS, ID 83211

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)
35-2391	12/20/1954	GROUND WATER	2.04	407.2	101.8	0.020	4.00
35-7789	2/16/1978	GROUND WATER	3.14	744.4	186.1	0.017	4.00
35-14056	12/23/1974	GROUND WATER	0.26	52.4	13.1	0.020	4.00
35-14058	4/1/1980	GROUND WATER	0.02	3.6	0.9	0.022	4.00
		Combined Limit	0.26			0.19	
Combined Rental Totals			5.44	1,207.6	301.9	0.018	4.00

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2019. 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 2017, whichever occurs last.

Annual Rental Fee:

2018 - 2019: \$16,822.40 annually

The full fee for the rental of the above-described right(s) is \$16,822.40 per year for years 2018 - 2019. The rental fee includes an administrative fee of \$2,415.20 per year for years 2018 - 2019. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 35-2391.

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.

Detailed water right conditions are attached.

SUPPORT DATA

IN FILE # 35-2391

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 157

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:


Signature of Renter

May 14, 2018
Date

Greg Sullivan
Printed Name

Limited Power of Attorney
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, Acting Administrator
Idaho Water Resource Board

Date 5/18/2018

Rental approved by IDWR 

Date 5-18-2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 157

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NWNW Sec. 34, Twp 06S, Rge 29E, POWER County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
5.44 CFS

VOLUME
1207.6 AF

SEASON OF USE

Water Right No.	From	To
35-7789	4/1	10/31
35-2391	4/1	10/31
35-14056	4/1	10/31
35-14058	4/1	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	
06S	29E	28			0.8	0.4									39.0	39.0	40.0	39.0	158.2
06S	29E	33	17.5	0.2		40.0									17.0				74.7
06S	29E	34						15.0	38.0			16.0							69.0

Total Acres: 301.9

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.

STATE OF IDAHO
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WATER SUPPLY BANK RENTAL AGREEMENT No. 157

9. Right No. 35-14058 is an enlargement of Right No. 35-14056 pursuant to Section 42-1426, Idaho Code.
10. Right No. 35-14058 is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to section 42-1426, Idaho code. As between water rights decreed as enlargements pursuant to section 42-1426, Idaho code, the earlier priority right is the superior right.
11. Rented portion of Right No. 35-14058 with Right No. 35-14056 is limited to a total combined diversion rate of 0.26 CFS.
12. This rental does not authorize the construction of a well
13. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the Watermaster suitable control of the diversion.
14. Use of water under this agreement will 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. 120.



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 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 18, 2018

LANCE FUNK
2765 FAIRGROUNDS RD
AMERICAN FALLS ID 83211

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 35-2391, 35-7789, 35-14056, and 35-14058**

Dear Renter:

Please find enclosed a copy of a fully executed Water Supply Bank Amended Rental Agreement in connection with the rental of 1,207.6 acre-feet of water for irrigation of 301.9 acres during 2018. 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.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,

Water Supply Bank

Enclosure: Rental Agreement (copy)

c: Greg Sullivan – Brockway Engineering

KNOWN ALL MEN BY THESE PRESENT:

All water rights, applications and transactions pertaining to water rights in which I own, applied for or have a security interest in Water Basin 35 of the State of Idaho.

My agent is hereby authorized to sign, seal and deliver, as my act in deed, those said instruments of writing that may be necessary or proper to carry into execution and effect the applications, and transfers above-mentioned. Further, I hereby declare that each and every application, transfer, agreement, receipt, or payment which shall be by my said agent given, made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the said premises by virtue of these present. This Limited Power of Attorney will become void upon my written request submitted to the Idaho Department of Water Resources.

Signature

Signature

On this 21ST Day of FEBRUARY, 2013, before me, a Notary Public in and for said County and State, personally appeared LANLE FUNK, known or identified to me to be the individual whose name and subscription to the within instrument, and acknowledged to me that he executed the same.

11-7-2017
My Commission Expires



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

MAY 17 2018

DEPARTMENT OF
WATER RESOURCES

May 14, 2018

Remington Buyer
Idaho Water Supply Bank
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: Water Rental of 35-2391, 35-7789, 35-14056 and 35-14058

Dear Mr. Buyer:

The Idaho Water Supply Bank mailed an amended Water Supply Bank Rental Agreement No. 157 to Lance Funk. Earlier this spring.

I have signed the amended rental agreement on behalf of Lance Funk and the Limited Power of Attorney given to me by Lance Funk.

I have attached the original signed amended agreement and a copy of the Limited Power of Attorney.

Please let me know if there is any other information that is required by the Idaho Department of Water Resources.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Lance Funk

Enc: Amended Rental Agreement No. 157, Limited Power of Attorney

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 2, 2018

LANCE FUNK
PO BOX 310
AMERICAN FALLS ID 83211

**RE: REQUEST FOR RETURN OF SIGNED RENTAL AGREEMENT FOR WATER RIGHTS
35-2391, 35-7789, 35-14056, and 35-14058**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources ("Department") mailed an **Amended Water Supply Bank Rental Agreement ("Agreement")** for your review and signature on April 6, 2018. The signed agreement has not been returned to the Department.

Please sign the rental agreement and return it within ten (10) days of this letter to complete processing. Diversion and use of the water rights is not authorized under the proposed agreement until it has been signed by both the renter and the Department. Any use associated with your proposed rental request before it has been executed is considered unauthorized and, if occurring, will be subject to any necessary enforcement action.

If you have questions regarding this matter, please contact this office at 287-4800.

Sincerely,


for Water Supply Bank

c: Greg Sullivan – Brockway Engineering



State of Idaho

DEPARTMENT OF WATER RESOURCES

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Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 6, 2018

LANCE FUNK
PO BOX 310
AMERICAN FALLS ID 83211

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 35-2391, 35-7789, 35-14056, and 35-14058**

Dear Renter:

This letter regards your Water Supply Bank rental agreement for water rights 35-2391, 35-7789, 35-14056 and 35-14058. It was noticed during a secondary, thorough review of your rental fees and Contracts of Agreements with water right owners, that Rental Agreement 157 fees were calculated and stated incorrectly. Only Water Right Nos. 35-2391 and 35-7777 had a long term Contract of Agreement from 2017-2020 to cover the owner (Knudsen Poor Farms Inc.) portion of rental fees due. This Contract of Agreement was wrongfully applied to Water Right No. 35-7789 on Rental Agreement 157, which then only required the admin portion for Water Right Nos. 35-2391 and 35-7789.

To address this error, new rental agreements are being issued to you for signature. For your reference, a copy of the authorized rental agreement and current Contract of Agreements between you and the water right holders are also included. Please sign the enclosed new rental agreement and return it to our office so that we may conclude our review of this matter.

If you have any questions, please contact this office at (208) 287-4936.

Sincerely,

Mary Condon
Water Supply Bank Specialist

Enclosures: Amended Rental Agreement 157
Contract of Agreement with Knudsen Poor Farms for 2017-2020
Rental Agreement 157
Contract of Agreement with Northern Agriculture for 2018

c: Greg Sullivan— Brockway Engineering