



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

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 27, 2015

LISA FUNK
LANCE FUNK
PO BOX 310
AMERICAN FALLS ID 83211

RE: WATER SUPPLY BANK RENTAL AGREEMENT FOR WATER RIGHT NO(S). 35-7789, 35-7534B, 35-14056, 35-14058, 43-13595, and 43-13597

Dear Renter:

On March 25, 2015, the Department received a letter from Greg Sullivan of Brockway Engineering that asked the Department to withdraw a rental agreement of the above referenced water rights. The rental agreement authorized the irrigation of 286 acres.

The rental agreement has been withdrawn and is no longer in effect. Water Supply Bank records will be closed. Any diversion or use of water associated with this rental agreement is not authorized and, if occurring, will be subject to any necessary enforcement action.

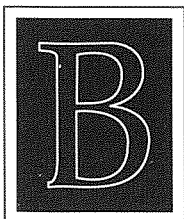
If you wish to rent water in the future, please reapply using new forms from the Department's website at www.idwr.idaho.gov. If you have any questions regarding this matter, please contact me at (208) 287-4944.

Sincerely,

A handwritten signature in black ink that reads "Cherie Palmer".

Cherie Palmer
Water Rights Supervisor

C: Greg Sullivan-Brockway Engineering



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED
MAR 25 2015
DEPARTMENT OF
WATER RESOURCES

March 20, 2015

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

Re: Lance Funk Rentals

Dear Mrs. Palmer:

A Water Supply Bank rental agreement was approved by Brian Patton on July 12, 2013 for 286.0 acres. The rental covers a portion of a farm locally known as the NPVR Farm or Field 182 for the 2013, 2014 and 2015 irrigation season. Due to the recent approval of water right Permits 35-14240, 35-14241, 35-14242 and 35-14243 the rental on this farm is not needed for the 2015 irrigation.

I am formally requesting that this rental agreement be released from the Water Supply Bank. No rental payment will be made for the 2015 irrigation season pertaining to this 286.0 acre rental.

I have attached the first two pages of the approved rental agreement to this letter as reference material.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Lance Funk

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
WATER SUPPLY BANK RENTAL AGREEMENT

RECEIVED**MAR 25 2015****DEPARTMENT OF
WATER RESOURCES**

This is to certify that: LANCE FUNK
LISA FUNK
2960 N CEDAR LN
AMERICAN FALLS ID 83211
(208) 226-5551

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	Rented Rate	Annual Rented Volume	Total Rented Acres
35-7789	0.96 CFS*	192.0 AF	48.0 AC
35-7534B**	0.21 CFS	44.0 AF	11.0 AC
35-14056	4.14 CFS	829.2 AF	207.3 AC
35-14058	0.28 CFS	58.8 AF	14.7 AC
COMBINED RENTAL TOTALS:	4.14 CFS	888.0 AF	222.0 AC
43-13595**	0.06 CFS	13.6 AF	3.4 AC
43-13597**	0.01 CFS	6.4 AF	1.6 AC
COMBINED RENTAL TOTALS:	0.07 CFS	20.0 AF	5.0 AC
COMBINED RENTAL TOTALS:	5.38 CFS	1,144.0 AF	286.0 AC

*Actual rental diversion for Right No. 35-7789 is limited to 0.81 cfs.

**Rental of Right Nos. 35-7534B, 43-13595, and 43-13597 is for mitigation purposes only.

TERM OF RENTAL: May 31, 2013, to October 31, 2015

RENTAL FEE: \$19,488.00

The fee for rental of the above-described water is \$19,488.00 per year. An annual payment shall be received by the Department prior to April 1, the beginning of the irrigation season, each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

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)

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

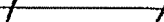
Having determined that this agreement satisfies the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this ____ day of _____, 20____.

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

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 LANE 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.

Notary Public
In and for said State and County