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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 130.0 acres. The rental covers a portion of a farm locally known as Huse 3 or Field 55 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 130.0 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.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAR 25 2015

WATER SUPPLY BANK RENTAL AGREEMENT

DEPARTMENT OF
WATER RESOURCES

This is to certify that: LANCE FUNK AND/OR
LISA FUNK
2960 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
	35-2084	1.15 CFS	308.4 AF	77.1 AC
	35-7699	0.44 CFS	169.6 AF	42.4 AC
COMBINED RENTAL TOTALS:		1.59 CFS	478.0 AF	119.5 AC
	43-13595	0.12 CFS	28.4 AF	7.1 AC
	43-13597	0.02 CFS	13.6 AF	3.4 AC
COMBINED RENTAL TOTALS:		0.12 CFS	42.0 AF	10.5 AC
OVERALL RENTAL TOTALS:		1.71 CFS	520.0 AF	130.0 AC*

*Limited to the irrigation of 120.0 AC. The remaining 10.0 AC provides mitigation to increased depletions of the Eastern Snake Plain Aquifer.

TERM OF RENTAL: April 18, 2013, to December 31, 2013
January 1, 2014, to December 31, 2014
January 1, 2015, to December 31, 2015

RENTAL FEE: \$8,840 annually

The fee for rental of the above-described water is \$8,840.00. \$884.00 will go to the Department for administrative costs and the remainder will be paid to the lessor. 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 21 day of June, 20 13.

By: Lance Funk
(Print Name)

[Signature]
(Signature)
(Title if on behalf of company or organization)

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 12th day of July, 20 13.

[Signature]
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