

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

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

RECEIVED
MAY 23 2014
DEPARTMENT OF
WATER RESOURCES

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>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
35-14014	3.89 CFS	778 AF	194.5 AC
35-14015	3.46 CFS	691.2 AF	172.8 AC
43-13595	0.05 CFS	13.5 AF	2.9 AC
43-13597	0.01 CFS	6.5 AF	1.4 AC
Combined Rental Totals:	7.42 CFS	1489.2 AF	371.6 AC*

*Irrigation is limited to 371.6 acres.

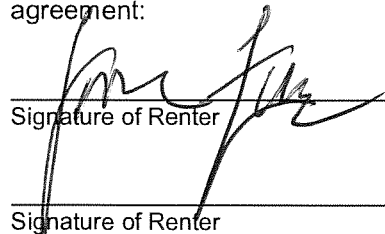
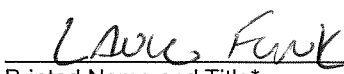
Term of Rental: May 1, 2014 to December 31, 2014

Rental Fee: ~~\$25,316.40~~ \$2,837.64* \$2,837.64

The fee for rental of the above-described water is \$25,316.40. Ten percent (\$2,531.64) will go to the Department for administrative costs, and the remainder will be paid to the lessor.

Detailed water right specific limitations and conditions are 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:

 Signature of Renter	 Printed Name and Title*	5-20-14 Date
_____ Signature of Renter	_____ Printed Name and Title*	_____ Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

SUPPORT DATA

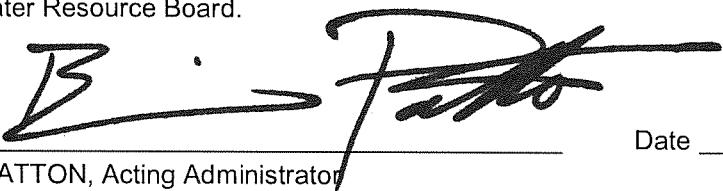
FILE # 35-14014

SCANNED

MAY 23 2014

* See Receipt letter dated 5-27-14
and E-mail from Greg Sullivan dated 5-22-14

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.

By  Date May 23, 2014
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 35-14014

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: LANCE &/OR LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 03/02/1949

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	3.89 CFS	778.0 AF
	Total:		3.89 CFS	778.0 AF

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

GROUND WATER NW¼NE¼ Sec. 7 Twp 7S Rge 29E POWER 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
7S	29E	6	22.0	20.0	32.0	33.0	26.0	15.6	24.6	37.0	32.0	20.0	22.0	33.0	28.0	21.0	1.1		367.3

Total Acres: 367.3

Acre Limit within Place of Use described: 194.5

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
35-14014, 35-14015, 43-13595, & 43-13597	7.42 CFS	1489.2 AF	367.3 AC	371.6 AC

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 194.5 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.

7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. 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.
14. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
15. This rental is also known as the Huse 2 rental.
16. Total irrigation under this rental is limited to 367.3 acres.
17. This right when combined with all other rights shall provide no more than 0.02 cfs per acres nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 35-14015

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: LANCE &/OR LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 04/24/1951

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	3.46 CFS	691.2 AF
	Total:		3.46 CFS	691.2 AF

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

GROUND WATER NW¼NE¼ Sec. 7 Twp 7S Rge 29E POWER 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
7S	29E	6	22.0	20.0	32.0	33.0	26.0	15.6	24.6	37.0	32.0	20.0	22.0	33.0	28.0	21.0	1.1		367.3

Total Acres: 367.3

Acre Limit within Place of Use described: 172.8

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
35-14014, 35-14015, 43-13595, & 43-13597	7.42 CFS	1489.2 AF	367.3 AC	371.6 AC

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation of 172.8 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.

7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
9. 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.
10. 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.
11. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. 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.
14. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
15. This rental is also known as the Huse 2 rental.
16. Total irrigation under this rental is limited to 367.3 acres.
17. This right when combined with all other rights shall provide no more than 0.02 cfs per acres nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 43-13595**

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: LANCE &/OR LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 05/04/1978

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	0.05 CFS	13.5 AF
	Total:		0.05 CFS	13.5 AF

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

GROUND WATER NW¼NE¼ Sec. 7 Twp 7S Rge 29E POWER County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
7S	29E	6	22.0	20.0	32.0	33.0	26.0	15.6	24.6	37.0	32.0	20.0	22.0	33.0	28.0	21.0	1.1		367.3

Total Acres: 367.3

Acre limit within place of use described: 2.9 AC

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
35-14014, 35-14015, 43-13595, & 43-13597	7.42 CFS	1489.2 AF	367.3 AC	371.6 AC

CONDITIONS OF WATER USE

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. 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.

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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.
13. This rental is also known as the Huse 2 rental.
14. Total irrigation under this rental is limited to 367.3 acres.
15. This right when combined with all other rights shall provide no more than 0.02 cfs per acres nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.

WATER SUPPLY BANK RENTAL AGREEMENT

WATER RIGHT NO. 43-13597

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: LANCE &/OR LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 5/23/1962

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	0.01 CFS	6.5 AF
	Total:		0.01 CFS	6.5 AF

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

GROUND WATER NW¼NE¼ Sec. 7 Twp 7S Rge 29E POWER County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
7S	29E	6	22.	20.0	32.0	33.0	26.0	15.6	24.6	37.0	32.0	20.0	22.0	33.0	28.0	21.0	1.1		367.3

Total Acres: 367.3

Acre Limit within Place of Use described: 1.4 AC

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>	<u>Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
35-14014, 35-14015, 43-13595, & 43-13597	7.42 CFS	1489.2 AF	367.3 AC	371.6 AC

CONDITIONS OF WATER USE

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. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. 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.

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. 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.
13. This rental is also known as the Huse 2 rental.
14. Total irrigation under this rental is limited to 367.3 acres.
15. This right when combined with all other rights shall provide no more than 0.02 cfs per acres nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.

