

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

RECEIVED
MAY 16 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: **LANCE 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	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Acre Limit	Total Rented Acres
35-7618	6/14/1976	Ground Water	NA	1.48 cfs	316.0 af	NA	79.0 ac
35-7621	12/29/1969	Ground Water	NA	0.77 cfs	148.0 af	NA	37.0 ac
35-7789	2/16/1978	Ground Water	NA	*3.72 cfs	744.0 af	NA	186.0 ac
Annual Combined Rental Totals				5.39 cfs	1208.0 af	NA	302.0 ac

*Actual rental diversion for Right No. 35-7789 is limited to 3.14 cfs

Term of Rental: **April 1, 2014 to December 31, 2015**

Rental Fee: * **\$13,436.80 2,053.60**

The fee for rental of the above-described water is \$20,536.00. Because you own water rights 35-7618 and 35-7621 you are only responsible for the administrative fee associated with the rental of those water rights. The fee that will be retained by the Department to offset administrative costs is 10% of the total or \$2,053.60. The balance of the fee, \$11,383.20, will be paid to the lessor of water right 35-7789.

An annual payment shall be received by the Department prior to February 15 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.

No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

Detailed water right conditions are attached.

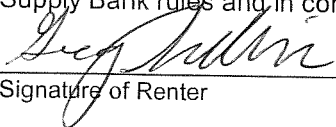
* A special agreement was made between Funk and the lessors of 35-7789. Only fee due is the admin. fee. cp

SUPPORT DATA
IN FILE # 35-7618

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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

Louise Funk Consultant
Printed Name and Title*

5-14-14
Date

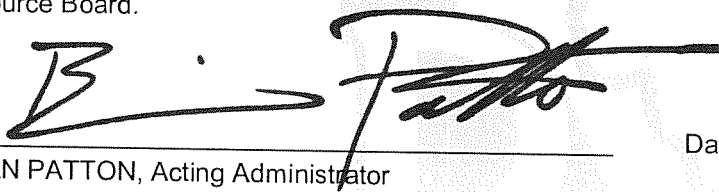
Signature of Renter

Greg Sullivan
Printed Name and Title*

Date

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

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 
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date May 20, 2014



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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NW¼NW¼NW¼ Sec. 34 Twp 06S Rge 29E POWER County

BENEFIAL USE

IRRIGATION

SEASON OF USE

04/1 TO 10/31

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	
06S	29E	28													40	40	40	40	160.0
06S	29E	33	16.5			40									15				71.5
06S	29E	34						16.5	39			15							70.5

Total Acres: 302.0

CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

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. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. 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.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.

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11. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
12. This rental agreement does not authorize the construction of a well.
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. This rental is also known as the Burgemeister Grain rental.

