

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

RECEIVED
APR 09 2014
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

WITHDRAWN
3/20/2015

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>Acre Limit</u>	<u>Total Rented Acres</u>
35-7246M	1.29 CFS	509.4 AF	NA	127.4 AC
35-7632A	0.01 CFS	5.0 AF	NA	1.3 AC
35-13609	0.45 CFS	141.6 AF	NA	35.4 AC
43-13595	0.08 CFS	18.9 AF	NA	4.7 AC
43-13597	0.01 CFS	9.1 AF	NA	2.3 AC
Combined				
Rental Totals:	0.08 CFS	NA	NA	NA
Total Combined				
Rental Totals:	1.83 CFS	684.0 AF	NA	171.0 AC

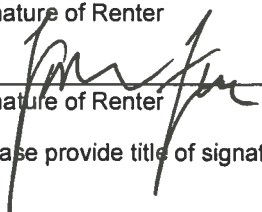
Term of Rental: April 1, 2014 to December 31, 2015

Rental Fee: \$1,591.20 annually

The fee for rental of the above-described water at \$17/af is \$11,628.00. Ten percent (\$1,162.80) will go to the Department for administrative costs, and the remainder will be paid to the lessor. Note that the applicant has a private agreement with the owner of water right 35-7246M, 35-7632A, and 35-13609. Therefore, the total payment due is **\$1,591.20** which includes the ten percent and the payment due to the owners of 43-13595 and 43-13597. 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 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*	Date
	Lance Funk, <i>owner</i>	3-31-14
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

IN FILE # 35-7246M

SCANNED
APR 18 2014

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.

By


BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date

04-10-14

SCANNED
APR 18 2014

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 35-7246M

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 FUNK
LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 9/5/1972

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	1.29 CFS	509.4 AF
	Total:		1.29 CFS	509.4 AF

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

GROUND WATER SW¼SW¼SE¼ Sec. 1 Twp 07S Rge 28E 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 127.4

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-7246M**

CONDITIONS OF WATER USE

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. 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 lands above.
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 agreement authorizes the diversion of the following rights from the point of diversion described above: 35-7973, 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597.
15. 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.
16. Prior to the diversion and use of water under Transfer approval 78039, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 35-7632A

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 FUNK
LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 08/05/1976

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.01 CFS	5.0 AF
	Total:		0.01 CFS	5.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼SW¼SE¼ Sec. 1 Twp 07S Rge 28E 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 1.3

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-7632A**

CONDITIONS OF WATER USE

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.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. 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 lands above.
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.
15. This rental agreement authorizes the diversion of the following rights from the point of diversion described above: 35-7973, 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597.
16. 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.
17. Prior to the diversion and use of water under Transfer approval 78039, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
18. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-13609**

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 FUNK
LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 9/5/1972

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	0.45 CFS	141.6 AF
	Total:		0.45 CFS	141.6 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼SW¼SE¼ Sec. 1 Twp 07S Rge 28E 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 35.4

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-13609**

CONDITIONS OF WATER USE

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. 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 lands above.
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 agreement authorizes the diversion of the following rights from the point of diversion described above: 35-7973, 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597.
15. 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.
16. Prior to the diversion and use of water under Transfer approval 78039, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

**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 FUNK
LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 5/4/1978

Source: GROUND WATER				
<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/1	to 10/31	0.08 CFS	18.9 AF
	Total:		0.08 CFS	18.9 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼SW¼SE¼ Sec. 1 Twp 07S Rge 28E 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 4.7

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>
43-13595 & 43-13597	0.08 CFS

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.

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

CONDITIONS OF WATER 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. 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 lands above.
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 agreement authorizes the diversion of the following rights from the point of diversion described above: 35-7973, 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597.
15. 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.
16. Prior to the diversion and use of water under Transfer approval 78039, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

**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 FUNK
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	9.1 AF
	Total:		0.01 CFS	9.1 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NW¼NE¼ Sec. 24 Twp 03N Rge 01E ADA 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 2.3

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>
43-13595 & 43-13597	0.08 CFS

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 43-13597**

CONDITIONS OF WATER 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.
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17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.



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). 35-7246M, 35-7632A, 35-13609, 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 171 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". The signature is written in a cursive, flowing style.

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 April 10, 2014 for 171.0 acres. The rental covers a portion of a farm locally known as Huse 1 or Fields 4 and 5 for the 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 171.0 acre rental.

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

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

Sincerely,

Greg Sullivan, M.S.

Cc: Lance Funk

RECEIVED

MAR 25 2015

DEPARTMENT OF
WATER RESOURCES

RECEIVED

APR 09 2014

DEPARTMENT OF
WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

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

WITHDRAWN
3/25/2015

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

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43-13595	0.08 CFS	18.9 AF	NA	4.7 AC
43-13597	0.01 CFS	9.1 AF	NA	2.3 AC
Combined				
Rental Totals:	0.08 CFS	NA	NA	NA
Total Combined				
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Term of Rental:	April 1, 2014 to December 31, 2015			
Rental Fee:	\$1,591.20 annually			

The fee for rental of the above-described water at \$17/af is \$11,628.00. Ten percent (\$1,162.80) will go to the Department for administrative costs, and the remainder will be paid to the lessor. Note that the applicant has a private agreement with the owner of water right 35-7246M, 35-7632A, and 35-13609. Therefore, the total payment due is **\$1,591.20** which includes the ten percent and the payment due to the owners of 43-13595 and 43-13597. 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 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*

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

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.

By _____
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 07-10-14

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

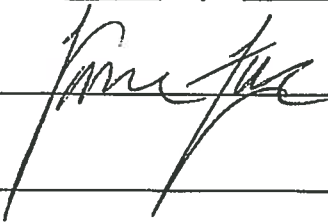
I, Lance Funk and/or Lisa Funk, hereby nominate and appoint
Greg Sullivan of Brockway Engineering as my attorney-in-fact with full
authority to act for and on my behalf to undertake any and all acts or matters pertaining to Idaho
Water Supply Bank applications and water right transfers before the Idaho Department of Water
Resources for the following water right transactions:

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.

in Power, Bingham County, Idaho. Additionally, I hereby ratify and confirm any and
all such acts on matters as contemplated herein.

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.

Dated this 21ST day of FEBRUARY 2013.

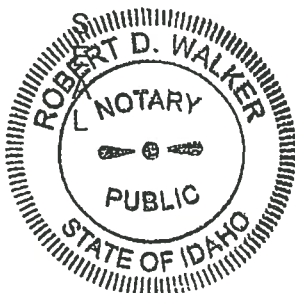
 Signature

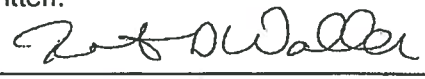
Signature

State of Idaho)
County of POWER) ss.

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.




Notary Public
In and for said State and County
11-7-2017
My Commission Expires

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

RECEIVED
APR 09 2014
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

<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
35-7246M	1.29 CFS	509.4 AF	NA	127.4 AC
35-7632A	0.01 CFS	5.0 AF	NA	1.3 AC
35-13609	0.45 CFS	141.6 AF	NA	35.4 AC
43-13595	0.08 CFS	18.9 AF	NA	4.7 AC
43-13597	0.01 CFS	9.1 AF	NA	2.3 AC
Combined				
Rental Totals:	0.08 CFS	NA	NA	NA
Total Combined				
Rental Totals:	1.83 CFS	684.0 AF	NA	171.0 AC

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

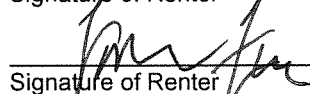
Rental Fee: \$1,591.20 annually

The fee for rental of the above-described water at \$17/af is \$11,628.00. Ten percent (\$1,162.80) will go to the Department for administrative costs, and the remainder will be paid to the lessor. Note that the applicant has a private agreement with the owner of water right 35-7246M, 35-7632A, and 35-13609. Therefore, the total payment due is **\$1,591.20** which includes the ten percent and the payment due to the owners of 43-13595 and 43-13597. 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 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



Signature of Renter

Printed Name and Title*

Lance Funk, Director

Printed Name and Title*

Date

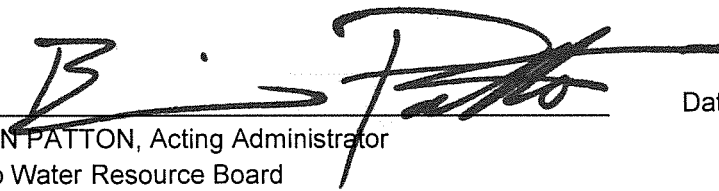
3-31-14

Date

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

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.

By _____
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 04-10-14

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 35-7246M

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 FUNK
LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 9/5/1972

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	1.29 CFS	509.4 AF
	Total:		1.29 CFS	509.4 AF

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

GROUND WATER SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 1 Twp 07S Rge 28E 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 127.4

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-7246M**

CONDITIONS OF WATER USE

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. 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 lands above.
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 agreement authorizes the diversion of the following rights from the point of diversion described above: 35-7973, 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597.
15. 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.
16. Prior to the diversion and use of water under Transfer approval 78039, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

WATER SUPPLY BANK RENTAL AGREEMENT WATER RIGHT NO. 35-7632A

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 FUNK
LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 08/05/1976

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.01 CFS	5.0 AF
	Total:		0.01 CFS	5.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼SW¼SE¼ Sec. 1 Twp 07S Rge 28E 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 1.3

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-7632A**

CONDITIONS OF WATER USE

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.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. 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 lands above.
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.
15. This rental agreement authorizes the diversion of the following rights from the point of diversion described above: 35-7973, 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597.
16. 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.
17. Prior to the diversion and use of water under Transfer approval 78039, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
18. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-13609**

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 FUNK
LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 9/5/1972

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	0.45 CFS	141.6 AF
	Total:		0.45 CFS	141.6 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼SW¼SE¼ Sec. 1 Twp 07S Rge 28E 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 35.4

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 35-13609**

CONDITIONS OF WATER USE

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. 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 lands above.
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 agreement authorizes the diversion of the following rights from the point of diversion described above: 35-7973, 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597.
15. 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.
16. Prior to the diversion and use of water under Transfer approval 78039, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

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 FUNK
LISA FUNK
2960 CEDAR LN
AMERICAN FALLS ID 83211

Priority Date: 5/4/1978

Source: GROUND WATER							
<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>			
IRRIGATION	04/1	to 10/31	0.08 CFS	18.9 AF			
	Total:		0.08 CFS	18.9 AF			

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼SW¼SE¼ Sec. 1 Twp 07S Rge 28E 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 4.7

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>
43-13595 & 43-13597	0.08 CFS

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.

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

CONDITIONS OF WATER 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. 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 lands above.
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 agreement authorizes the diversion of the following rights from the point of diversion described above: 35-7973, 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597.
15. 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.
16. Prior to the diversion and use of water under Transfer approval 78039, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

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 FUNK
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	9.1 AF
	Total:		0.01 CFS	9.1 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NW¼NE¼ Sec. 24 Twp 03N Rge 01E ADA 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	
07S	28E	12									32	15			32	31	30	31	171.0

Total Acres: 171.0

Acre limit within place of use described: 2.3

COMBINED LIMITS OF RENTED RIGHT:

<u>Combined Rights</u>	<u>Rented Rate</u>
43-13595 & 43-13597	0.08 CFS

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.

**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 43-13597**

CONDITIONS OF WATER 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. 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 lands above.
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 agreement authorizes the diversion of the following rights from the point of diversion described above: 35-7973, 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597.
15. 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.
16. Prior to the diversion and use of water under Transfer approval 78039, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
17. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

Huse 1 171 Acres 14 → 15

Water Supply Bank No. _____
(for Department use only)

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

DEC 23 2013
DEPARTMENT OF
WATER RESOURCES

Name of Renter Lance and/or Lisa Funk Phone 208-226-5551

Mailing address 2960 Cedar LN American Falls, Idaho 83211 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
3.42 684.0 Irrigation 5/31 to 10/31
 _____ to _____
 _____ to _____
 Total: 3.42 684.0

2. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
07S	28E	1		SW	SW	SE	Power County

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
7S	28E	12									32	15			32	31	30	31	171.0

If the use is for irrigation, show total number of acres proposed through rental. **Total Acres** 171.0

B. OWNERSHIP

- Do you own the land at the proposed point of diversion?
 Yes X No _____ If no, list owner, contact information, and provide documentation of the authority to use the proposed point of diversion. _____
- Do you own the land at the proposed place of use?
 Yes X No _____ If no, list owner, contact information, and provide documentation of the authority to use the proposed place of use. _____

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Existing well, pump, main lines and delivery system.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
None
3. Will the proposed place of use receive water from any other source?
No X Yes _____ If yes, describe. _____
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental?
No X Yes _____ If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation?
No X Yes _____ If yes, describe. _____

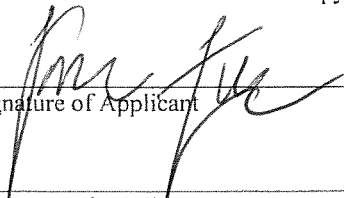
E. RENTAL TERM

1. Do you wish to rent water from the Board's bank for more than one (1) year?
No _____ Yes X
If yes, please specify the number of years desired through proposed rental. 2014 & 2015

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.



Signature of Applicant

Lance Funk, Partner

Printed Name and Title*

12/18/13

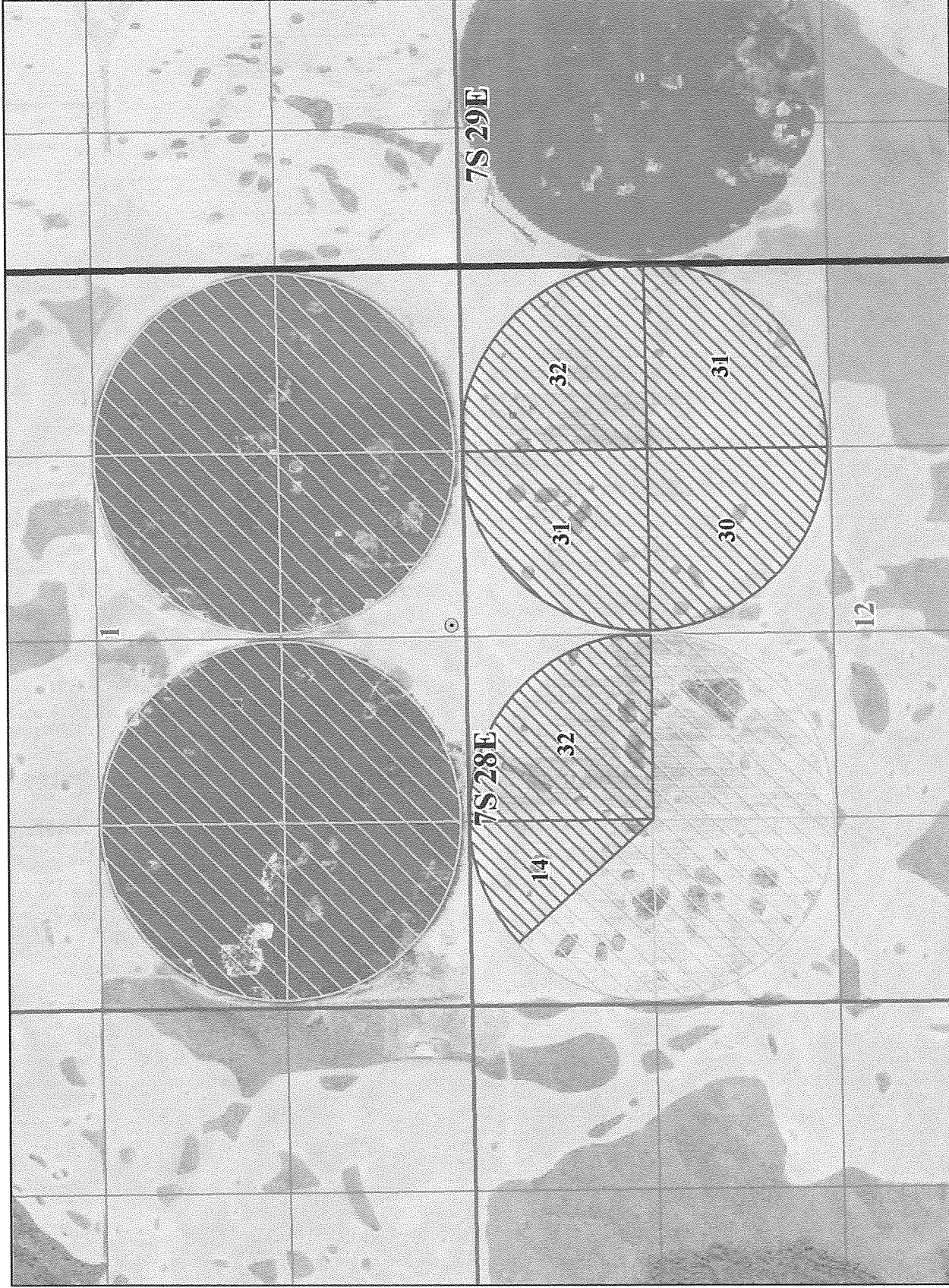
Date

Signature of Applicant

Printed Name and Title*

Date

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



0 425 850 1,700 Feet

**FUNK, LANCE - HUSE FARM
WATER BANK RENTAL 2014, 35-7973
NAIP 2013 AERIAL**

Legend

Huse_WR_POD's ☐ Place of Use 35-7973

☒ 35, 7973 ☐ twshp

New_Water_Bank_2013_Huse ☐ Sections ☐ lades

☒ 35-7973

Mitigation Analysis Period

Trimester	1	2	Trimester)
Annual			At/I

Rental Application Total Reach Depletion Impacts

AF/T:	-0.1	-0.1	-0.5	481	19	02	01	01	00	01	00
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One-Way Analysis of Independent Transfers

Transfer 1 : 164.0 acres from Stewart 264 & 7.0 acres Ward Land and Livestock

100.0%	Pre-SS	684.0 AFA	171.0 Acres
100.0%	Post-SS	684.0 AFA	171.0 Acres

0.0 Acres Mitigation	0
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0

Impact by Reach (AF/Trimester)

WR No	Dw Rate (CFS)	Con Vol (AF)	No of Irr Acres	Priority Date	POD Location	Dedicated Vol AFA/ AFT	Model Node	Ashton Resubstg	Heise to Shelley	Shelley to Nr Bickst	Nr Bickst To Neesley	Neesley to Minidoka	Dev W/Bl To 1000 Spr	Buhl to 1000 Spr	1000 Spr to Malad	Malad to Malad to Bancroft		
Transfer 1: Proposed Steady State Impacts following Transfer																		
								4.69	5.59	46.56	153.94	8.77	4.37	1.68	1.07	0.12	1.01	0.04
								4.62	5.52	46.03	151.99	3.75	3.51	1.35	0.86	0.09	0.81	0.03
Transfer: Worst Case Transient State Impacts following Transfer																		
								4.69	5.59	46.56	153.94	8.77	4.37	1.68	1.07	0.12	1.01	0.04
								4.62	5.52	46.06	158.75	10.67	4.56	1.76	1.12	0.12	1.06	0.04

Steady State Analysis	Mitigation Check 1 >10% of Historical	-1.3%	-1.3%	-1.1%	-1.3%	-57.3%	-19.6%	-19.5%	-19.5%	-19.5%	-19.4%	-19.3%
	Mitigation Check 2 > 2 AF/T	-0.1	-0.1	-0.5	-1.9	-5.0	-0.9	-0.3	-0.2	0.0	-0.2	0.0
	Mitigation Check 3 >10% of Historical	2.1%	2.5%	2.1%	1.5%	0.6%	0.6%	0.4%	0.4%	0.4%	0.0%	0.0%
	Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft)	-0.1	-0.1	0.5	-1.9	-5.0	-0.9	-0.3	-0.2	0.0	-0.2	0.0

Transient State Analysis	Mitigation Check 1 > 10% of Historical	-1.3%	-1.3%	-1.1%	3.1%	21.7%	4.42%	4.9%	5.0%	5.0%	5.1%	1.8%
	Mitigation Check 2 > 2 AF/T	-0.1	-0.1	-0.5	4.8	1.9	0.2	0.1	0.1	0.0	0.1	0.0
	Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft)	-0.01	-0.1	-0.5	4.8	1.9	0.2	0.1	0.1	0.0	0.1	0.0

Read Me

Transfer 2 :

0.0% Post-SS 0.0 AFA 0.0 Acres

Impact by Reach (AF/Trimester)

[illegible][illegible][illegible]

Transfer 3 :

00% Post-SS 00 AFA 00 Acres

0.0 Acres Mitigation 0

Q

Impact by Reach (AF/Trimester)

[illegible][illegible][illegible]

Transfer 4 :

0.0% Post-S5 0.000 AFA 0.0 Acres

0.0 Acres Mitigation C

6

Impact by Reach (AF/Trimester)

[illegible][illegible][illegible]

Transient state analysis represents mitigation requirements for the worst or maximum time step in the model run.

Impact by Reach (AF/Trimester)												
Ashton to Reburg	Hesse to Shelley	Shelley to Nº Blackt	Nº Blackt To Neeloy	Neeloy to Minica	Dev Vbtl Bvlt	To Bvlt	Bvlt to 1000 Spr	1000 Spr to Malad	1000 Spr to Malad	Malad to Bancroft		
1	-0.1	-0.1	-0.5	-1.9	-8.9	0.0	-0.3	-0.2	0.0	-0.2	0.0	0.0
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Summary	-0.1	-0.1	-0.5	-1.9	-8.0	-0.9	-0.3	-0.2	0.0	-0.2	0.0	0.0

	Impact by Reach (AF/Trimester)								
	Ashton to Resburg	Hesse to Shelley	Shelley to Nr Bickft	Nr Bickft To Neoley	Neoley to Minidoka	Dev Wbl To Buhl	Buhl to 1000 Spr	1000 Spr to Mald	Mald to Bancroft
1	-0.1	-0.1	-0.5	4.8	19	0.2	0.1	0.0	0.1
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	-0.1	-0.1	-0.5	0.0	0.0	0.0	0.0	0.0	0.0

Evaluation of Permanent Mitigation Efforts (non-use, acreage consolidation) in Addition to Off-Setting Transfer Benefits - Steady State Evaluation Only

Set Aside 1 (Non-Use/Desiccation):

WR No.	Div Rate (CFS)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
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Non-Use: Proposed Steady State Impacts following Change

Non-Use 1: Worst Case Transient State Impacts following Change

Impact by Reach (AF/Trimester)									
Ashton to Rexburg	Hesse to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr to Malad	Malad to Barcroft	

[illegible]

Re-evaluation of overall mitigation requirements per reach, Steady State Only (Sum of reach debits only where mitigation is required and credits)

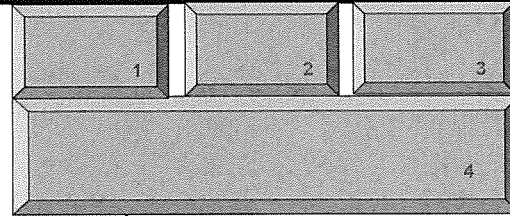
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ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are
set up for user entries



ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:

YEAR 1950
SEASON

TRANSFER NAME:

AFA

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	84	78	92	0
COLUMN	90	111	71	0

35-7632A 8/5/1976
35-13609 9/5/1972
35-7246M 9/5/1972
43-13595 5/4/1978
43-13597 5/23/1962

5.0
141.6
509.4
18.9
9.1

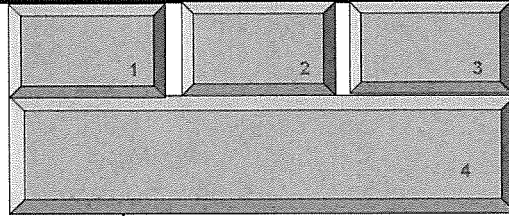
TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1962	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1963	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1963	0.0	0.0	0.0	3.0	3.0	0.0	0.0
WIN 1963	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1964	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1964	0.0	0.0	0.0	3.0	3.0	0.0	0.0
WIN 1964	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1965	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1965	0.0	0.0	0.0	3.0	3.0	0.0	0.0
WIN 1965	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1966	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1966	0.0	0.0	0.0	3.0	3.0	0.0	0.0
WIN 1966	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1967	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1967	0.0	0.0	0.0	3.0	3.0	0.0	0.0
WIN 1967	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1968	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1968	0.0	0.0	0.0	3.0	3.0	0.0	0.0
WIN 1968	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1969	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1969	0.0	0.0	0.0	3.0	3.0	0.0	0.0
WIN 1969	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1970	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1970	0.0	0.0	0.0	3.0	3.0	0.0	0.0
WIN 1970	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1971	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1971	0.0	0.0	0.0	3.0	3.0	0.0	0.0
WIN 1971	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SPR 1972	0.0	0.0	0.0	3.0	3.0	0.0	0.0
SUM 1972	0.0	217.0	217.0	3.0	3.0	0.0	0.0
WIN 1972	0.0	217.0	217.0	3.0	3.0	0.0	0.0
SPR 1973	0.0	217.0	217.0	3.0	3.0	0.0	0.0
SUM 1973	0.0	217.0	217.0	3.0	3.0	0.0	0.0
WIN 1973	0.0	217.0	217.0	3.0	3.0	0.0	0.0
SPR 1974	0.0	217.0	217.0	3.0	3.0	0.0	0.0
SUM 1974	0.0	217.0	217.0	3.0	3.0	0.0	0.0
WIN 1974	0.0	217.0	217.0	3.0	3.0	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPT

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set up for user entries



ENTER STARTING DATE FOR

SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR 1950 TRANSFER NAME:

SEASON

AFA

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	84	78	92	0
COLUMN	90	111	71	0

35-7632A 8/5/1976

5.0

35-13609 9/5/1972

141.6

35-7246M 9/5/1972

509.4

43-13595 5/4/1978

18.9

43-13597 5/23/1962

9.1

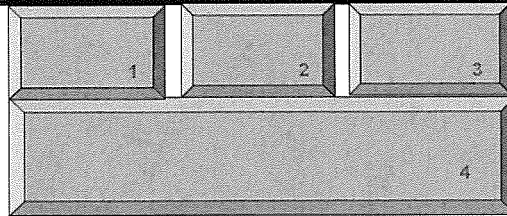
TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1975	0.0	217.0	217.0	3.0	3.0	0.0	0.0
SUM 1975	0.0	218.7	218.7	3.0	3.0	0.0	0.0
WIN 1975	0.0	218.7	218.7	3.0	3.0	0.0	0.0
SPR 1976	0.0	218.7	218.7	3.0	3.0	0.0	0.0
SUM 1976	0.0	218.7	218.7	3.0	3.0	0.0	0.0
WIN 1976	0.0	218.7	218.7	3.0	3.0	0.0	0.0
SPR 1977	0.0	218.7	218.7	3.0	3.0	0.0	0.0
SUM 1977	0.0	218.7	218.7	3.0	3.0	0.0	0.0
WIN 1977	0.0	218.7	218.7	3.0	3.0	0.0	0.0
SPR 1978	0.0	218.7	218.7	3.0	3.0	0.0	0.0
SUM 1978	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1978	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1979	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1979	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1979	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1980	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1980	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1980	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1981	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1981	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1981	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1982	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1982	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1982	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1983	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1983	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1983	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1984	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1984	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1984	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1985	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1985	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1985	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1986	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1986	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1986	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1987	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1987	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1987	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1988	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1988	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1988	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1989	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1989	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1989	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1990	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1990	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1990	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1991	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1991	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1991	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1992	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1992	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1992	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1993	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1993	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1993	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1994	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1994	0.0	218.7	218.7	9.3	9.3	0.0	0.0
WIN 1994	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SPR 1995	0.0	218.7	218.7	9.3	9.3	0.0	0.0
SUM 1995	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 1995	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 1996	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 1996	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 1996	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 1997	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 1997	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 1997	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 1998	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 1998	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 1998	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 1999	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 1999	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 1999	0.0	218.7	218.7	0.0	9.3	0.0	0.0

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ENTER STARTING DATE FOR

SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR 1950

TRANSFER NAME:

SEASON

AFA

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	84	78	92	0
COLUMN	90	111	71	0

35-7632A 8/5/1976	5.0
35-13609 9/5/1972	141.6
35-7246M 9/5/1972	509.4
43-13595 5/4/1978	18.9
43-13597 5/23/1962	9.1

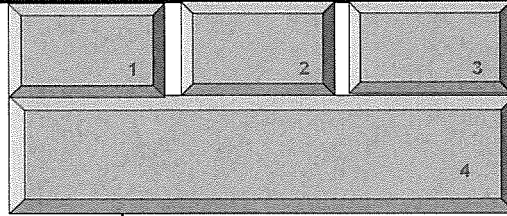
TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 2000	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2000	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2000	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2001	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2001	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2001	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2002	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2002	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2002	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2003	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2003	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2003	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2004	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2004	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2004	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2005	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2005	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2005	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2006	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2006	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2006	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2007	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2007	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2007	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2008	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2008	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2008	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2009	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2009	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2009	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2010	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2010	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2010	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2011	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2011	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2011	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2012	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2012	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2012	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2013	0.0	0.0	218.7	0.0	9.3	0.0	0.0
SUM 2013	0.0	0.0	218.7	0.0	9.3	0.0	0.0
WIN 2013	0.0	0.0	218.7	0.0	9.3	0.0	0.0
SPR 2014	218.7	0.0	218.7	0.0	9.3	0.0	0.0
SUM 2014	218.7	0.0	218.7	0.0	9.3	0.0	0.0
WIN 2014	218.7	0.0	218.7	0.0	9.3	0.0	0.0
SPR 2015	218.7	0.0	218.7	0.0	9.3	0.0	0.0
SUM 2015	218.7	0.0	218.7	0.0	9.3	0.0	0.0
WIN 2015	218.7	0.0	218.7	0.0	9.3	0.0	0.0
SPR 2016	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2016	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2016	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2017	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2017	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2017	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2018	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2018	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2018	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2019	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2019	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2019	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2020	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2020	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2020	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2021	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2021	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2021	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2022	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2022	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2022	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2023	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2023	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2023	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2024	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2024	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2024	0.0	218.7	218.7	0.0	9.3	0.0	0.0

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ENTER STARTING DATE FOR

SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR 1950 TRANSFER NAME:

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL		
ROW	84	78	92	0	35-7632A 8/5/1976	5.0
COLUMN	90	111	71	0	35-13609 9/5/1972	141.6
					35-7246M 9/5/1972	509.4
					43-13595 5/4/1978	18.9
					43-13597 5/23/1962	9.1

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 2025	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2025	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2025	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2026	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2026	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2026	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2027	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2027	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2027	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2028	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2028	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2028	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2029	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2029	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2029	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2030	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2030	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2030	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2031	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2031	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2031	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2032	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2032	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2032	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2033	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2033	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2033	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2034	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2034	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2034	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2035	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2035	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2035	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2036	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2036	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2036	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2037	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2037	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2037	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2038	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2038	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2038	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2039	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2039	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2039	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2040	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2040	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2040	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2041	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2041	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2041	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2042	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2042	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2042	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2043	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2043	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2043	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2044	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2044	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2044	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2045	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2045	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2045	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2046	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2046	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2046	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2047	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2047	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2047	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SPR 2048	0.0	218.7	218.7	0.0	9.3	0.0	0.0
SUM 2048	0.0	218.7	218.7	0.0	9.3	0.0	0.0
WIN 2048	0.0	218.7	218.7	0.0	9.3	0.0	0.0



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

April 11, 2014

LANCE AND LISA FUNK
PO BOX 310
AMERICAN FALLS ID 83211

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 35-07246M, 35-07632A, 35-13609, 43-13595 AND 43-13597

Dear Renter:

Please find enclosed a receipt in the amount of **\$1,591.20** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 684 acre-feet of water for irrigation of 171 acres during 2014. 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.

Pursuant to the Water Supply Bank Rules, Ten percent or \$1,162.80 will go to the Department for administrative costs, and the remainder or \$428.40 will be paid to the lessor of 43-13595 and 43-13597. Note that the applicant has a private agreement with the owner of water rights 35-7246M, 35-7632A, and 35-13609.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s): Receipt No. C098656
Rental Agreement (copy)

c: Sascha Marston – Fiscal
James Cefalo – IDWR Eastern Regional Office
Greg Sullivan – Brockway Engineering



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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 28, 2014

LANCE AND LISA FUNK
PO BOX 310
AMERICAN FALLS ID 83211

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 35-07246M, 35-07632A, 35-13609, 43-13595 AND 43-13597**

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

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$11,628.00 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 684 acre-feet. Ten percent or \$1,162.80 will go to the Department for administrative costs, and the remainder or \$428.40 will be paid to the lessor of 43-13595 and 43-13597. Note that the applicant has a private agreement with the owner of water rights 35-7246M, 35-7632A, and 35-13609. Therefore, the total payment due is **\$1,591.20** annually. An annual payment shall be received by the Department prior to the execution of this agreement and prior to April 1 in all subsequent years 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. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$1,591.20 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

If you have any questions, please contact me at (208) 287-4944.

Sincerely,

Cherie Palmer
Senior Water Resource Agent
WSB Process Point of Contact

Enclosure(s)

c: IDWR Front Desk
Greg Sullivan – Brockway Engineering

Palmer, Cherie

From: Greg Sullivan [greg.sullivan@brockwayeng.com]
Sent: Wednesday, March 19, 2014 4:03 PM
To: Palmer, Cherie
Subject: FW: Lance Funk and Toevs Agreement

From: Greg Sullivan [mailto:greg.sullivan@brockwayeng.com]
Sent: Wednesday, March 19, 2014 3:47 PM
To: 'Palmer, Cherie'
Subject: RE: Lance Funk and Toevs Agreement

Cherie,

Water right 35-7973 is diverted from the same point of diversion identified in the Huse 1 rental.

The rental acre locations should be as follows in Section 12:

NENE 32
NWNE 31
SWNE 30
SENE 31

NENW 32
NWNW 15

Greg Sullivan
Brockway Engineering
2016 N. Washington St. Suite 4
Twin Falls, Id 83301
208-736-8543

From: Palmer, Cherie [mailto:Cherie.Palmer@idwr.idaho.gov]
Sent: Wednesday, March 19, 2014 9:28 AM
To: Greg Sullivan
Subject: FW: Lance Funk and Toevs Agreement

One more question on Huse 1. On the application the applicant said that there are no other water rights being diverted from the proposed point of diversion (question D.2). I think that water right 35-7973 is diverting from the proposed point of diversion. Please clarify.

Cherie

Palmer, Cherie

From: Cefalo, James
Sent: Wednesday, March 19, 2014 12:31 PM
To: Palmer, Cherie
Subject: RE: WSB-Rental Applicaiton, Lance Funk

Cherie,

I don't have any concerns with approving this WSB rental.

James

From: Palmer, Cherie
Sent: Wednesday, March 19, 2014 11:25 AM
To: Cefalo, James
Subject: WSB-Rental Applicaiton, Lance Funk

James,

I have enclosed my review memo for a rental for the 2014 and 2015 seasons. The land at the rental POU was irrigated last year by a separate set of water rights. Please let me know if you have any concerns.

Thanks,
Cherie

From: Palmer, Cherie
Sent: Wednesday, March 19, 2014 8:52 AM
To: 'Greg Sullivan'
Subject: Lance Funk and Toevs Agreement

Greg,

I am working up the rental agreement for Huse 1 and see there might be a private agreement between Funk and Toevs. Can you please forward me the agreement so I can make sure the fees are correct on the agreement.

Thanks,
Cherie

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2012.0.2247 / Virus Database: 3722/6708 - Release Date: 03/17/14

Palmer, Cherie

From: Greg Sullivan [greg.sullivan@brockwayeng.com]
Sent: Tuesday, March 11, 2014 10:30 AM
To: Palmer, Cherie
Subject: Funk Rental

Cherie,

Water right 35-7973 is decreed for 4.81 cfs (2158.9 gpm) and 316.0 acres.

$2159.9 \text{ gpm} / 316.0 \text{ acres} = 6.8 \text{ gpm} / \text{acre}$

Lance told me that his pivots are designed to run at 720-730 gpm without an end gun.
The two full pivots under 35-7973 are 119 acres and 120 acres

$725 \text{ gpm} / 119 \text{ acres} = 6.09 \text{ gpm/acre}$ or 0.014 cfs/acre

$725 \text{ gpm} / 120 \text{ acres} = 6.04 \text{ gpm/acre}$ or 0.013 cfs/acre

Greg Sullivan
Brockway Engineering
2016 N. Washington St. Suite 4
Twin Falls, Id 83301
208-736-8543

MEMORANDUM

To: Right(s) 35-7246M, 35-7632A, 35-13609, 43-13595, and 43-13597

From: Cherie Palmer

Date: March 17, 2014

Re: Review & Analysis of Funk Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: On December 23, 2013, Greg Sullivan of Brockway Engineering submitted an application on behalf of Lance and Lisa Funk. The application proposes to rent the above referenced water rights on 171 acres. The rental will complete a pivot that is mostly covered by water right 35-7973. Even though water right 35-7973 authorizes a low rate/acre, the rental application provides up to 1" to the acre. The rotation and crops being planted at the POU require less than 1" to the acre so there are no concerns with the diversion rate under 35-7973 when mixed with rental water under the pivot. Greg Sullivan provided an explanation in a March 11, 2014 email.

AUTHORITY TO FILE: Lance Funk owns the proposed point of diversion and place of use and is authorized to file an application for rental.

WATER RIGHT VALIDITY: All the proposed water rights have been idled per the lease agreements/contracts per 2013 aerial imagery. These water rights are also available for rental in the requested amounts.

INJURY TO OTHER WATER RIGHTS: The ESPA modeling has been completed and shows that no injury would occur through the rental. Michele Edl has cross checked the modeling efforts that the consultant submitted and agrees with Greg's findings.

ENLARGEMENT OF USE: None anticipated since the water right's places of use have been idled.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The rental appears consistent with conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: This water right is within water district 120. The watermaster doesn't have any concerns regarding this rental.