

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

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	Rented Rate	Annual Rented Volume	Total Rented Acres
35-2189B	0.24 CFS	64.4 AF	16.1 AC
35-11411	NA	16.0 AF	4.0 AC

**COMBINED
RENTAL TOTALS:** **0.24 CFS** **80.4 AF** **20.1 AC**

TERM OF RENTAL: June 26, 2013, to December 31, 2013

RENTAL FEE: **\$1,366.80**

The fee for rental of the above-described water is \$1,366.80. Ten percent (\$136.68) will go to the Department for administrative costs, and the remainder will be paid to the lessor. Detailed water right specific limitations and conditions are attached.

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

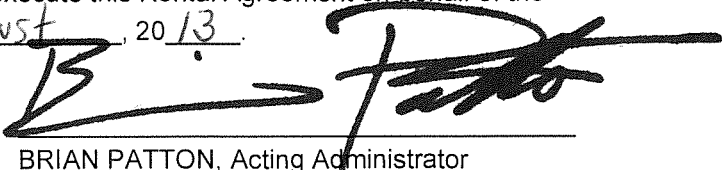
Dated this 27 day of August, 2013.

By: Lance Funk
(Print Name)

(Signature)

(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 27th day of August, 2013.


BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

WATER RIGHT NO. 35-2189B
WATER SUPPLY BANK RENTAL AGREEMENT

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 AND/OR LISA FUNK
 2960 CEDAR LN
 AMERICAN FALLS ID 83211
 (208) 226-5551

Priority Date: 10/19/1950

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	0.24 CFS	64.4 AF
	Total:		0.24 CFS	64.4 AF

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

GROUND WATER SE¼SW¼ Sec. 35 Twp 03S Rge 31E Bingham County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03S	31E	35									2.8					0.1	17.2		20.1

Total Acres: 20.1

Acre Limit within Place of Use described: 16.1

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
9. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

**WATER RIGHT NO. 35-2189B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE CONTINUED

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. 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.
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 place of use.
13. The place of use described above is located on land that is owned by the United States Department of the Interior, Bureau of Land Management (BLM). The BLM granted permission to the Lessee so the Lessee could irrigate the place of use in the 2013 irrigation season only. Any irrigation occurring at the place of use beyond the 2013 irrigation season constitutes a water right violation and the responsible party may be subject to enforcement actions by the Department.

WATER RIGHT NO. 35-11411
WATER SUPPLY BANK RENTAL AGREEMENT

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 AND/OR LISA FUNK
 2960 CEDAR LN
 AMERICAN FALLS ID 83211
 (208) 226-5551

Priority Date: 05/01/1974

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	NA	4.0 AF
	Total: NA			4.0 AF

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

GROUND WATER SE¼SW¼ Sec. 35 Twp 03S Rge 31E Bingham County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03S	31E	35									2.8					0.1	17.2		20.1

Total Acres: 20.1

Acre Limit within Place of Use described: 4.0

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
9. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

**WATER RIGHT NO. 35-11411
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE CONTINUED

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. 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.
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 place of use.
13. This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho code, the earlier priority right is the superior right.
14. The place of use described above is located on land that is owned by the United States Department of the Interior, Bureau of Land Management (BLM). The BLM granted permission to the Lessee so the Lessee could irrigate the place of use in the 2013 irrigation season only. Any irrigation occurring at the place of use beyond the 2013 irrigation season constitutes a water right violation and the responsible party may be subject to enforcement actions by the Department.