

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

RECEIVED

JUL 03 2013

DEPARTMENT OF  
WATER RESOURCES

This is to certify that: LANCE FUNK AND/OR  
LISA FUNK  
2960 CEDAR LN  
AMERICAN FALLS ID 83211

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<br>Right | Rented<br>Rate | Annual Rented<br>Volume | Total Rented<br>Acres |
|----------------|----------------|-------------------------|-----------------------|
| 35-2824        | 0.82 CFS       | 164.0 AF                | 41.0 AC               |

**COMBINED****RENTAL TOTALS:****0.82 CFS****164.0 AF****41.0 AC****TERM OF RENTAL:**June 6, 2013, to December 31, 2013**RENTAL FEE:****\$278.80**

\*Although water right 35-2824 has been fully leased into the Water Supply Bank, the amount of water that is available for this rental is 41.0 acres, 0.82 cfs, and 164.0 af because of the supplemental nature of the right.

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 26 day of June, 20 13.

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 2nd day of August, 20 13.

Brian Patton  
BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board

**WATER RIGHT NO. 35-2824**  
**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 FUNK AND/OR  
 LISA FUNK  
 2960 CEDAR LN  
 AMERICAN FALLS ID 83211

**Priority Date:** 08/28/1961

**Source:** GROUND WATER

|                              |                    |                  |                              |                      |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| <b><u>BENEFICIAL USE</u></b> | <b><u>From</u></b> | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
| IRRIGATION                   | 04/01              | to 11/01         | 0.82 CFS                     | 164.0 AF             |
|                              | <b>Total:</b>      |                  |                              | <b>0.82 CFS</b>      |
|                              |                    |                  |                              | <b>164.0 AF</b>      |

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

GROUND WATER      NE¼NW¼NE¼ Sec. 05   Twp 07S   Rge 29E      POWER County

**RENTER'S PLACE OF USE:** IRRIGATION

| Twp | Rge | Sec | NE   |     |    |    | NW |      |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|------|-----|----|----|----|------|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE   | NW  | SW | SE | NE | NW   | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 07S | 29E | 4   |      |     |    |    |    | 22.0 |    |    |    |    |    |    |    |    |    |    | 22.0   |
| 07S | 29E | 5   | 10.0 | 9.0 |    |    |    |      |    |    |    |    |    |    |    |    |    |    | 19.0   |

Total Acres: 41.0

**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 pending permanent transfer applications that the renter has filed to modify other water rights for irrigation of the subject lands nor shall it prejudice any future rental agreement that may be made of the subject water right after this rental agreement expires.
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 RIGHT NO. 35-2824  
WATER SUPPLY BANK RENTAL AGREEMENT  
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. 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.

