

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

RECEIVED

OCT 11 2012

DEPARTMENT OF  
WATER RESOURCES

This is to certify that: COUNTY LINE FARMS  
 PO BOX 360  
 AMERICAN FALLS ID 83211  
 (208) 226-5207

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 |
|----------------|----------------|-------------------------|-----------------------|
| 35-14249       | 0.20 CFS       | 52.0 AF                 | 13.0 AC               |
| 29-14012       | 1.83 CFS       | 488.8 AF                | 122.2 AC              |
| 29-14013       | 0.41 CFS       | 118.4 AF                | 29.6 AC               |
| 43-13595       | 0.04 CFS       | 10.8 AF                 | 2.3 AC                |
| 43-13597       | 0.01 CFS       | 5.2 AF                  | 1.1 AC                |

**COMBINED  
 RENTAL TOTALS:**                      **2.48 CFS                      675.2 AF                      168.2 AC\***

**\*Limited to the irrigation of 155.0 AC. The remaining 13.2 AC provides mitigation to increased depletions of the Eastern Snake Plain Aquifer.**

**TERM OF RENTAL:**                      April 1, 2012 to October 31, 2012  
                                                  April 1, 2013 to October 31, 2013

**RENTAL FEE:**                      \$9,452.80 for 2012  
                                                  \$11,478.40 for 2013

The fee for rental of the above-described water is \$9,452.80 for 2012 and \$11,478.40 for 2013. An annual payment shall be received by the Department prior to March 15 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 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 9<sup>th</sup> day of oct, 20 12.

By: Michael Funk  
 (Print Name)

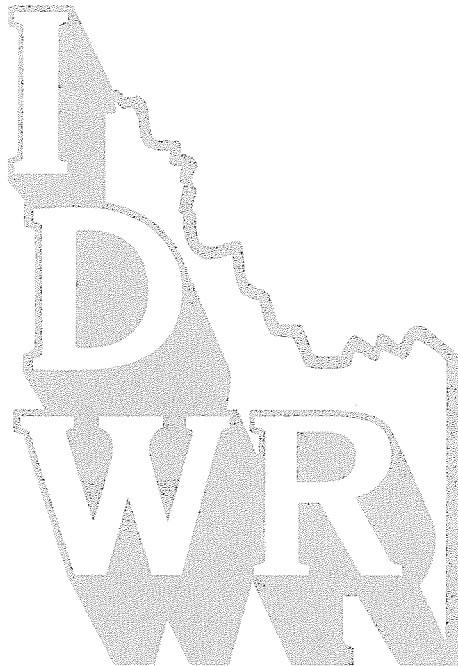
Michael Funk  
 (Signature)

owner  
 (Title if on behalf of company or organization)

**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 this 12<sup>th</sup> day of October, 20 12.

*for* Nicholas Van Dyke  
GARY SPACKMAN, Interim Director  
Department of Water Resources



**WATER RIGHT NO. 35-14249**  
**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:** COUNTY LINE FARMS  
 PO BOX 360  
 AMERICAN FALLS ID 83211  
 (208) 226-5207

**Priority Date:** 07/19/1973

**Source:** GROUND WATER

| <u><b>BENEFICIAL USE</b></u> | <u><b>From</b></u> | <u><b>To</b></u> | <u><b>Diversion Rate</b></u> | <u><b>Volume</b></u> |
|------------------------------|--------------------|------------------|------------------------------|----------------------|
| IRRIGATION                   | 04/01 to           | 10/31            | 0.20 CFS                     | 52.0 AF              |
|                              | <b>Total:</b>      |                  | <b>0.20 CFS</b>              | <b>52.0 AF</b>       |

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

GROUND WATER SW¼NW¼ Sec. 12 Twp 06S Rge 29E POWER County

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

| Twp | Rge | Sec | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    |        |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | Totals |
| 06S | 29E | 12  |    |    |    |    | 32 | 33 | 33 | 32 | 32 | 33 | 33 | 32 |    |    |    |    | 260    |

**Total Acres:** 260

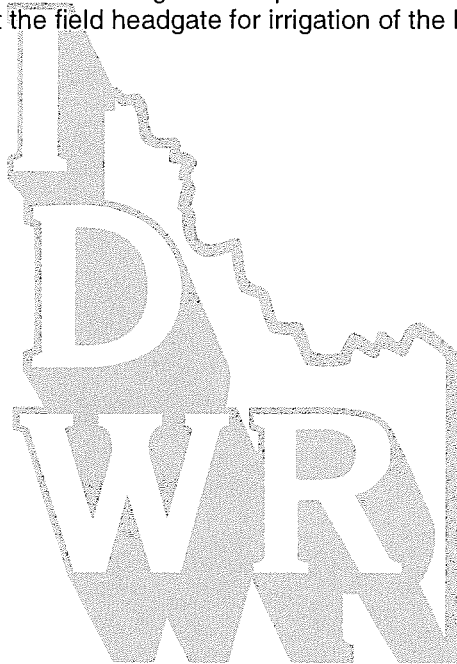
**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rights 35-14249, 29-14012, 29-14013, 43-13595, and 43-13597 when combined are limited to a total diversion rate of 2.28 cfs and the irrigation of 155 acres within the 260 acre place of use described above.
3. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
4. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 35-14249  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.



**WATER RIGHT NO. 29-14012**  
**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:** COUNTY LINE FARMS  
 PO BOX 360  
 AMERICAN FALLS ID 83211  
 (208) 226-5207

**Priority Date:** 08/19/1952

**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  | 1.83 CFS              | 488.8 AF        |
|                       | <b>Total:</b> |           | <b>1.83 CFS</b>       | <b>488.8 AF</b> |

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

GROUND WATER      SW¼NW¼      Sec. 12      Twp 06S      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 |        |
| 06S | 29E | 12  |    |    |    |    | 32 | 33 | 33 | 32 | 32 | 33 | 33 | 32 |    |    |    |    | 260    |

Total Acres: 260

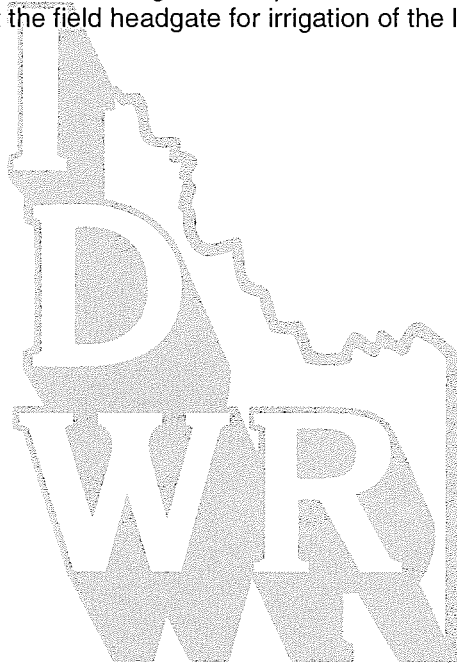
**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rights 35-14249, 29-14012, 29-14013, 43-13595, and 43-13597 when combined are limited to a total diversion rate of 2.28 cfs and the irrigation of 155 acres within the 260 acre place of use described above.
3. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
4. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 29-14012  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.



## WATER RIGHT NO. 29-14013 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:** COUNTY LINE FARMS  
PO BOX 360  
AMERICAN FALLS ID 83211  
(208) 226-5207

**Priority Date:** 08/19/1952

**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  | 0.41 CFS              | 118.4 AF        |
|                       | <b>Total:</b> |           | <b>0.41 CFS</b>       | <b>118.4 AF</b> |

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

GROUND WATER      SW¼NW¼      Sec. 12      Twp 06S      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 |        |
| 06S | 29E | 12  |    |    |    |    | 32 | 33 | 33 | 32 | 32 | 33 | 33 | 32 |    |    |    |    | 260    |

Total Acres: 260

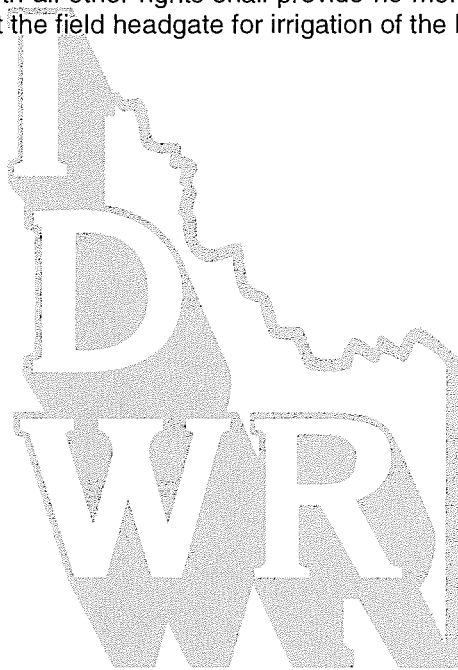
### CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rights 35-14249, 29-14012, 29-14013, 43-13595, and 43-13597 when combined are limited to a total diversion rate of 2.28 cfs and the irrigation of 155 acres within the 260 acre place of use described above.
3. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
4. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 29-14013  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.



**WATER RIGHT NO. 43-13595**  
**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:** COUNTY LINE FARMS  
 PO BOX 360  
 AMERICAN FALLS ID 83211  
 (208) 226-5207

**Priority Date:** 05/04/1978

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| IRRIGATION            | 04/01         | to 10/31  | 0.04 CFS              | 10.8 AF        |
|                       | <b>Total:</b> |           | <b>0.04 CFS</b>       | <b>10.8 AF</b> |

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

GROUND WATER SW¼NW¼ Sec. 12 Twp 06S 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 |        |
| 06S | 29E | 12  |    |    |    |    | 32 | 33 | 33 | 32 | 32 | 33 | 33 | 32 |    |    |    |    | 260    |

Total Acres: 260

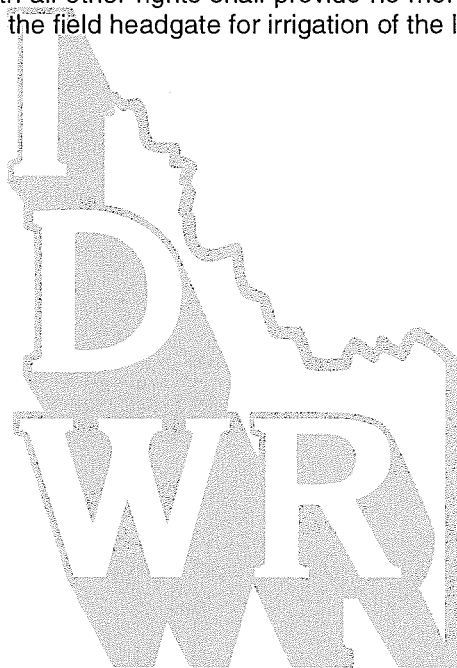
**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rights 35-14249, 29-14012, 29-14013, 43-13595, and 43-13597 when combined are limited to a total diversion rate of 2.28 cfs and the irrigation of 155 acres within the 260 acre place of use described above.
3. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
4. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

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

**CONDITIONS OF WATER USE**

10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.



**WATER RIGHT NO. 43-13597**  
**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:** COUNTY LINE FARMS  
 PO BOX 360  
 AMERICAN FALLS ID 83211  
 (208) 226-5207

**Priority Date:** 05/23/1962

**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              | 5.2 AF        |
|                       | <b>Total:</b> |           | <b>0.01 CFS</b>       | <b>5.2 AF</b> |

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

GROUND WATER SW¼NW¼ Sec. 12 Twp 06S 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 |        |
| 06S | 29E | 12  |    |    |    |    | 32 | 33 | 33 | 32 | 32 | 33 | 33 | 32 |    |    |    |    | 260    |

Total Acres: 260

**CONDITIONS OF WATER USE**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rights 35-14249, 29-14012, 29-14013, 43-13595, and 43-13597 when combined are limited to a total diversion rate of 2.28 cfs and the irrigation of 155 acres within the 260 acre place of use described above.
3. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
4. The right holder shall maintain a lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. 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.
6. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
7. This rental agreement does not authorize the construction of a well.
8. 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.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

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

**CONDITIONS OF WATER USE**

10. 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.
11. 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.
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14. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 acre-feet per acre at the field headgate for irrigation of the lands above.

