



## State of Idaho

# DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

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C.L. "BUTCH" OTTER

Governor

GARY SPACKMAN

Director

August 3, 2012

LANCE&/OR LISA &/OR DIANA FUNK  
2960 CEDAR LN  
AMERICAN FALLS ID 83211

### RE: APPLICATIONS TO RENT WATER FROM THE WATER SUPPLY BANK

| Rental Name    | WR Number(s) – All or Part as described in rental agreements                                                                                                                                          |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Huse 1         | 35-14080, 35-14083, 35-14088, 35-14091, 35-13609, 35-7246M, 35-7632A, 35-13608, 35-2351 (35-14260), 35-2553B (35-14262), 35-7372 (35-14258), 36-2467, 36-2668, 35-14014, 35-14015, 43-13595, 43-13597 |
| Huse 2         | 35-13609, 35-7246M, 35-7632A, 35-2553A, 35-7169, 35-7373, 35-10422, 35-14014, 35-14015, 43-13595, 43-13597                                                                                            |
| Burgemeister   | 35-14014, 35-14015                                                                                                                                                                                    |
| NPVR           | 35-2824, 35-13609, 35-7246M, 35-7632A, 43-13595, 43-13597                                                                                                                                             |
| Stewart        | 35-13609, 35-7246M, 35-7632A                                                                                                                                                                          |
| Potato Field 1 | 29-2613, 29-13892, 29-14013, 45-2746                                                                                                                                                                  |
| Potato Field 2 | 29-2613, 35-14040, 43-13595, 43-13597, 45-2746                                                                                                                                                        |

Dear Renter:

The Department of Water Resources acknowledges receipt of your applications to rent water from the Water Supply Bank for the 2012 irrigation season. I have enclosed Water Supply Bank Rental Agreements for your review and signature. Upon signature and return of the original agreement, 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.

The total rental fee for the seven (7) rental agreements of \$ 95,225.20 was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of a total of 7212.2 acre-feet. This fee amount includes the reduction to only the 10% administrative fee for the four (4) rights that you are both the lessor and renter under these agreements.

Two (2) payments equaling \$ 94,928.28 have been received by the Department prior to the execution of this agreement. \$ 500.00 was applied to remaining lease fees for this project. The balance of \$ 94,428.28 has been applied to the rental fees for the enclosed agreements.

Please send the signed rental agreement, to my attention within 14 days so I can complete the processing.

If you have any questions, please contact me at (208) 287-4949.

Sincerely,

  
for Nick Van Dyke  
Sr. Water Resource Agent

Enclosure(s)

c: Greg Sullivan – Brockway Engineering  
Rob Harris – Holden, Kidwell, Hahn & Crapo, PLLC

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:

| Water<br>Right | Rented<br>Rate | Annual Rented<br>Volume | Total Rented<br>Acres |
|----------------|----------------|-------------------------|-----------------------|
| 29-14013       | 1.22 CFS       | 352.8 AF                | 88.2 AC               |
| 45-2746        | 0.97 CFS       | 384.8 AF                | 104.0 AC              |
| 29-13892       | 0.42 CFS       | 93.2 AF                 | 23.3 AC               |
| 29-2613        | 0.09 CFS       | 18.8 AF                 | 4.7 AC                |

**RENTAL FEE:** \$11,894.40

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:

By: \_\_\_\_\_  
(Print Name) (Signature)

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GARY SPACKMAN, Director  
Department of Water Resources

**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:** LANCE &/OR LISA FUNK  
 2960 CEDAR LN  
 AMERICAN FALLS ID 83211  
 208-226-5551

**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            | 05/01         | to 10/31  | 1.22 CFS              | 352.8 AF        |
|                       | <b>Total:</b> |           | <b>1.22 CFS</b>       | <b>352.8 AF</b> |

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

GROUND WATER    NE¼NW¼NE¼    Sec. 5    Twp 7S    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 |        |
| 6S  | 29E | 32  |    |    |    |    |      |      |      |      | 20.4 |    | 37.4 | 19.4 |    |    |    |    | 77.2   |
| 7S  | 29E | 5   |    |    |    |    | 32.7 | 31.9 | 39.0 | 39.4 |      |    |      |      |    |    |    |    | 143.0  |

Total Acres: 220.2

Acre Limit within Place of Use described: 88.2

**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 the ongoing Snake River Basin Adjudication or any other department application process.
3. 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).
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
7. 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.
8. 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**

9. 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.
10. 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.
11. 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. 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.

**WATER RIGHT NO. 45-2746**  
**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 &/OR LISA FUNK  
 2960 CEDAR LN  
 AMERICAN FALLS ID 83211  
 208-226-5551

**Priority Date:** 05/09/1966

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>   |
|-----------------------|---------------|-----------|-----------------------|-----------------|
| IRRIGATION            | 05/01         | to 10/31  | 0.97 CFS              | 384.8 AF        |
|                       | <b>Total:</b> |           | <b>0.97 CFS</b>       | <b>384.8 AF</b> |

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

GROUND WATER    NE¼NW¼NE¼    Sec. 5    Twp 7S    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 |        |
| 6S  | 29E | 32  |    |    |    |    |      |      |      |      | 20.4 |    | 37.4 | 19.4 |    |    |    |    | 77.2   |
| 7S  | 29E | 5   |    |    |    |    | 32.7 | 31.9 | 39.0 | 39.4 |      |    |      |      |    |    |    |    | 143.0  |

Total Acres: 220.2

Acre Limit within Place of Use described: 104.0

**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 the ongoing Snake River Basin Adjudication or any other department application process.
3. 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).
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 45-2746  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

9. 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.
10. 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.
11. 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. 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.

**WATER RIGHT NO. 29-13892**  
**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 &/OR LISA FUNK  
 2960 CEDAR LN  
 AMERICAN FALLS ID 83211  
 208-226-5551

**Priority Date:** 10/28/1953

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| IRRIGATION            | 05/01         | to 10/31  | 0.42 CFS              | 93.2 AF        |
|                       | <b>Total:</b> |           | <b>0.42 CFS</b>       | <b>93.2 AF</b> |

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

GROUND WATER    NE¼NW¼NE¼    Sec. 5    Twp 7S    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 |        |
| 6S  | 29E | 32  |    |    |    |    |      |      |      |      | 20.4 |    | 37.4 | 19.4 |    |    |    |    | 77.2   |
| 7S  | 29E | 5   |    |    |    |    | 32.7 | 31.9 | 39.0 | 39.4 |      |    |      |      |    |    |    |    | 143.0  |

Total Acres: 220.2

Acre Limit within Place of Use described: 23.3

**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 the ongoing Snake River Basin Adjudication or any other department application process.
3. 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).
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 29-13892  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

9. 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.
10. 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.
11. 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. 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.

**WATER RIGHT NO. 29-2613**  
**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 &/OR LISA FUNK  
 2960 CEDAR LN  
 AMERICAN FALLS ID 83211  
 208-226-5551

**Priority Date:** 12/28/1948

**Source:** GROUND WATER

| <u>BENEFICIAL USE</u> | <u>From</u>   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u>  |
|-----------------------|---------------|-----------|-----------------------|----------------|
| IRRIGATION            | 05/01         | to 10/31  | 0.09 CFS              | 18.8 AF        |
|                       | <b>Total:</b> |           | <b>0.09 CFS</b>       | <b>18.8 AF</b> |

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

GROUND WATER    NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$     Sec. 5    Twp 7S    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 |        |
| 6S  | 29E | 32  |    |    |    |    |      |      |      |      | 20.4 |    | 37.4 | 19.4 |    |    |    |    | 77.2   |
| 7S  | 29E | 5   |    |    |    |    | 32.7 | 31.9 | 39.0 | 39.4 |      |    |      |      |    |    |    |    | 143.0  |

Total Acres: 220.2

Acre Limit within Place of Use described: 4.7

**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 the ongoing Snake River Basin Adjudication or any other department application process.
3. 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).
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. This rental agreement does not authorize the construction of a well.
7. 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.
8. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 29-2613  
WATER SUPPLY BANK RENTAL AGREEMENT**

**CONDITIONS OF WATER USE**

9. 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.
10. 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.
11. 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. 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.