RECEIVED
OCT 09 2024
DEPT. OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1862

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

LESSOR: LANCE D FUNK
PO BOX 310
AMERICAN FLS, ID 83211-0310

LESSOR: LISA FUNK
2765 FAIRGROUNDS RD
AMERICAN FLS, ID 83211-5418

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.

2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on March 07, 2024.

3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS**: The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
35-2210	12/24/1951	GROUND WATER	0.82	272.3	68.1
35-7594	8/16/1993	GROUND WATER	1.23	137.7	102.5
Combined Lease Totals			**2.05**	**410.0**	**102.5**

2. **COMPENSATION**: The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

   Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE**: The term of this lease shall be January 1, 2024 to December 31, 2025. This Lease shall bind the parties and take effect when both parties have signed it.

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE**: The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

SUPPORT DATA
IN FILE # 35-2210

WATER SUPPLY BANK LEASE CONTRACT No. 1862

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.

6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.

7. **DUPLICATE ORIGINAL**: This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1862

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: LANCE D FUNK
PO BOX 310
AMERICAN FLS, ID 83211-0310

By _____
Title _____
Date 10-7-24

LESSOR: LISA FUNK
2765 FAIRGROUNDS RD
AMERICAN FLS, ID 83211-5418

By Lisa Funk
Title owner
Date 10-7-24

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By _____ Date 10/28/24
Brian Patton, Executive Manager
Idaho Water Resource Board

Lease approved by IDWR _____ Date 10/28/24

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1862

ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 35-7594, 35-2210

GROUND WATER SENE Sec. 2 Twp 04S Rge 31E BINGHAM County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
35-7594	IRRIGATION	4/01	to	10/31	1.23 cfs	137.7 AF
35-2210	IRRIGATION	4/01	to	10/31	0.82 cfs	272.3 AF
				Totals:	2.05 cfs	410.0 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	31E	1							34.0										34.0
04S	31E	2				5.0									32.0	31.5			68.5

Total Acres: 102.5

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Acceptance of a right into 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.

WATER SUPPLY BANK LEASE CONTRACT No. 1862

8. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
    a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
    b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) are leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. The water use under right 35-7594 is located within the ESPA East Water Measurement District. Prior to diversion of water under this approval, the right holder shall install a suitable measuring device or shall enter into an agreement to determine the amount of water diverted from power records and shall annually report the information. The unleased portions of Right Nos. 35-02210 and 35-07594 when combined shall not exceed irrigation of 171.5 acres in a single irrigation season.
13. The unleased portions of Water Right Nos 35-2210 and 35-7594 when combined shall not exceed a total diversion rate of 3.43 cfs, a total annual maximum diversion volume of 686.0 af at the field headgate, and the irrigation of 171.5 acres.
14. Right 35-7594 when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
MAR 07 2024
DEPT. OF WATER RESOURCES

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

Designated Applicant Lance Funk and Lisa Funk
(Select one owner – see item 1A on the application)

Water Right No. 35-2210
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes ☑ No ☐

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST
All items must be checked as either *Attached* (Yes) or *Not Applicable* (N/A)

		Yes	
		☑	Completed *Application to Sell or Lease a Water Right to the Water Supply Bank.*
		☑	Application filing fee of $250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is $500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
		☑	Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.
Attachment	**N/A**	**Yes**	
1A	☐	☑	Signatures and contact information for ***all owners*** of the water right to be leased or sold on this application.
1B	☑	☐	An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	☑	☐	*Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
1D	☐	☑	Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	☐	☑	Description of a water right portion offered to the Water Supply Bank.
3	☐	☑	A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
4A	☑	☐	Written consent from irrigation district or water delivery company.
4G	☐	☑	Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount $ 500	Received By: KM	Date Received: 3.7.24	Receipt # 0117903
W-9 received? Yes ☐ No ☑ (Route W-9 to Fiscal)		Name on W-9:	

2954

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant Lance Funk and Lisa Funk

Mailing Address P.O. Box 310 American Falls, ID 83211
Street City State Zip Code

Email Address lance@lancefunkfarms.com Phone Number (208) 201-1500

☑ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☐ No ☑
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☑ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Greg Sullivan Organization Brockway Engineering

Professional Title Engineer Email Address greg.sullivan@brockwayeng.com

Mailing Address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301 Phone Number 208-736-8543

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☑ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☐ The full water right is being offered to the Bank.

OR

☑ A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2**.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3**.

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☑
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.

B. Please provide a description of the current water diversion and delivery system.
Existing well and mainlines.

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 35-2210 and 35-7594

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☑
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☑
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased.

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. This portion of this water right was leased into the Idaho Water Supply Bank in 2023.

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☑ No ☐
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. CRP CONTRACTS

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes ☐ No ☑

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?

If lease, specify the years when the use of water will be suspended: 2024 (Year) to 2024 (Year) (maximum lease period 5 calendar years).

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

Current rental rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant	Printed Name	Date
	Lance Funk	2-26-24
Signature of Authorized Representative	Printed Name	Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1.

Water Right Number	Nature of Use	Leased Rate (cfs)	Leased Volume (af)	Leased Acres (ac)
35-2210	Irrigation	0.89	294.9	73.7
	Total Amounts:	0.89	294.9	73.7

2. Source of water Ground Water tributary to _____

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
04S	31E	2		SW	SE	NE	Bingham

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1718

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

RECEIVED
AUG 28 2023
DEPARTMENT OF
WATER RESOURCES

LESSOR: LANCE D FUNK
PO BOX 310
AMERICAN FLS, ID 83211-0310

LISA FUNK
PO BOX 310
AMERICAN FLS, ID 83211-0310

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.

2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on February 27, 2023.

3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS**: The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
35-2210	12/24/1951	GROUND WATER	0.82	272	68.1
35-7594	8/16/1993	GROUND WATER	1.23	137	102.5
Combined Lease Totals			**2.05**	**410**	**102.5**

2. **COMPENSATION**: The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

   Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE**: The term of this lease shall be January 1, 2023 to December 31, 2023. This Lease shall bind the parties and take effect when both parties have signed it.

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE**: The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

SCANNED
SEP 28 2023
SUPPORT DATA
IN FILE # 35-2210

WATER SUPPLY BANK LEASE CONTRACT No. 1718

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.

6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.

7. **DUPLICATE ORIGINAL**: This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

SCANNED
SEP 18 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1718

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: LANCE D FUNK
PO BOX 310
AMERICAN FLS, ID 83211-0310

By _____
Title Owner
Date 8-10-23

LISA FUNK
PO BOX 310
AMERICAN FLS, ID 83211-0310

By Lisa D Funk
Title owner
Date 8-23-23

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By _____ Date 8/29/23
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR _____ Date 8/29/23

SCANNED
SEP 28 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1718

ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 35-2210, 35-7594
GROUND WATER SWSENE Sec. 2 Twp 04S Rge 31E BINGHAM County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
35-2210	IRRIGATION	4/01	to	10/31	0.82 cfs	272 AF
35-7594	IRRIGATION	4/01	to	10/31	1.23 cfs	137 AF
				Totals:	2.05 cfs	410 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	31E	1							34										34.0
04S	31E	2				5.5									30	33			68.5

Total Acres: 102.5

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.

SCANNED
SEP 2 8 2023

WATER SUPPLY BANK LEASE CONTRACT No. 1718

8. Acceptance of a right into 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.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
    a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
    b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. These rights when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.
13. Use of water under this agreement may 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. The unleased portions of Rights 35-2210 and 35-7594 when combined shall not exceed the irrigation of 171.5 acres.
15. The unleased portion of Right 35-2210 shall not exceed a total diversion rate of 1.38 cfs, a total annual maximum diversion volume of 456 af at the field headgate, and the irrigation of 113.9 acres.
16. The unleased portion of Right 35-7594 shall not exceed a total diversion rate of 2.05 cfs, a total annual maximum diversion volume of 231 af at the field headgate, and the irrigation of 171.5 acres.

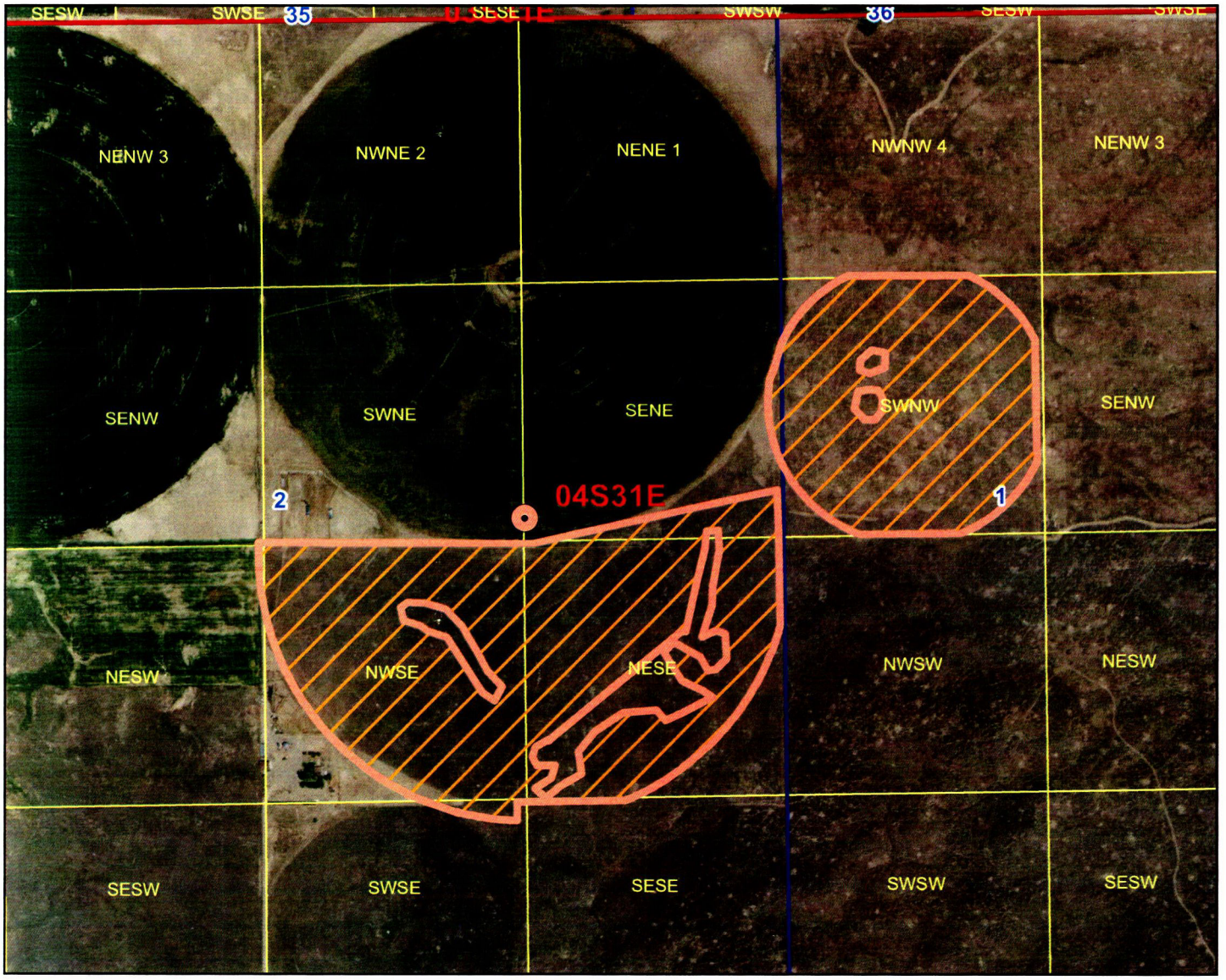
SCANNED
SEP 28 2023

Idaho Water Resource Board

Water Supply Bank Lease Contract No. 1718

35-2210 & 35-7591
Effective until December 31, 2023

This map depicts the **place of use** to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



- Approved Lease Point of Diversion
- Approved Lease Place of Use
- Township/Range
- Sections
- QQ

N

0 1,000 2,000 Feet

SCANNED
SEP 2 8 2023

Form 42-1761-1 10/15

RECEIVED
MAR 17 2023
Department of Water Resources

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

Designated Applicant Lance Funk and Lisa Funk
(Select one owner – see item 1A on the application)

Water Right No. 35-2210
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes ☑ No ☐

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST

All items must be checked as either *Attached* (Yes) or *Not Applicable* (N/A)

		Yes	
		☑	Completed *Application to Sell or Lease a Water Right to the Water Supply Bank.*
		☑	Application filing fee of $250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is $500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
		☑	Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.
Attachment	**N/A**	**Yes**	
1A	☐	☑	Signatures and contact information for ***all owners*** of the water right to be leased or sold on this application.
1B	☑	☐	An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	☑	☐	*Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
1D	☐	☑	Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	☐	☑	Description of a water right portion offered to the Water Supply Bank.
3	☐	☑	A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
4A	☑	☐	Written consent from irrigation district or water delivery company.
4G	☐	☑	Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount $ 750 Received By: KM Date Received: 2.27.23 Receipt # C115424

W-9 received? Yes ☐ No ☑ (Route W-9 to Fiscal) Name on W-9:

SCANNED
SEP 28 2023

2013

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant Lance Funk and Lisa Funk

Mailing Address P.O. Box 310 American Falls, ID 83211
Street City State Zip Code

Email Address lance@lancefunkfarms.com Phone Number (208) 201-1500

☑ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☐ No ☑
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☑ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Greg Sullivan Organization Brockway Engineering

Professional Title Engineer Email Address greg.sullivan@brockwayeng.com

Mailing Address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301 Phone Number 208-736-8543

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☑ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☐ The full water right is being offered to the Bank.

OR

☑ A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2**.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3**.

SCANNED
SEP 28 2023

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☑
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.

B. Please provide a description of the current water diversion and delivery system.
Existing well and mainlines.

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 35-7488, 35-2599, 35-7489, 35-14181, 35-2685, 35-13046.

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☑
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☑
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased.

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. SEE CRP CONTRACTS

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☑ No ☐
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. SEE CRP CONTRACTS

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes ☑ No ☐
A 30.0 acre portion of 35-14181 is being transferred to a different POU and POD. The 30.0 acres involved in the transfer have not been identified to be lease or rented.

SCANNED
SEP 2 8 2023

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?

If lease, specify the years when the use of water will be suspended: 2023 (Year) to 2023 (Year) (maximum lease period 5 calendar years).

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

Current rental rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant	Printed Name	Date
Signature of Authorized Representative	Printed Name	Date

3-15-22

Lisa Funk

3-15-22

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

SCANNED
SEP 28 2023

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. Water Right Number	Nature of Use	Leased Rate (cfs)	Leased Volume (af)	Leased Acres (ac)
35-2210	Irrigation	0.89	294.9	73.7
	Total Amounts:	0.89	294.9	73.7

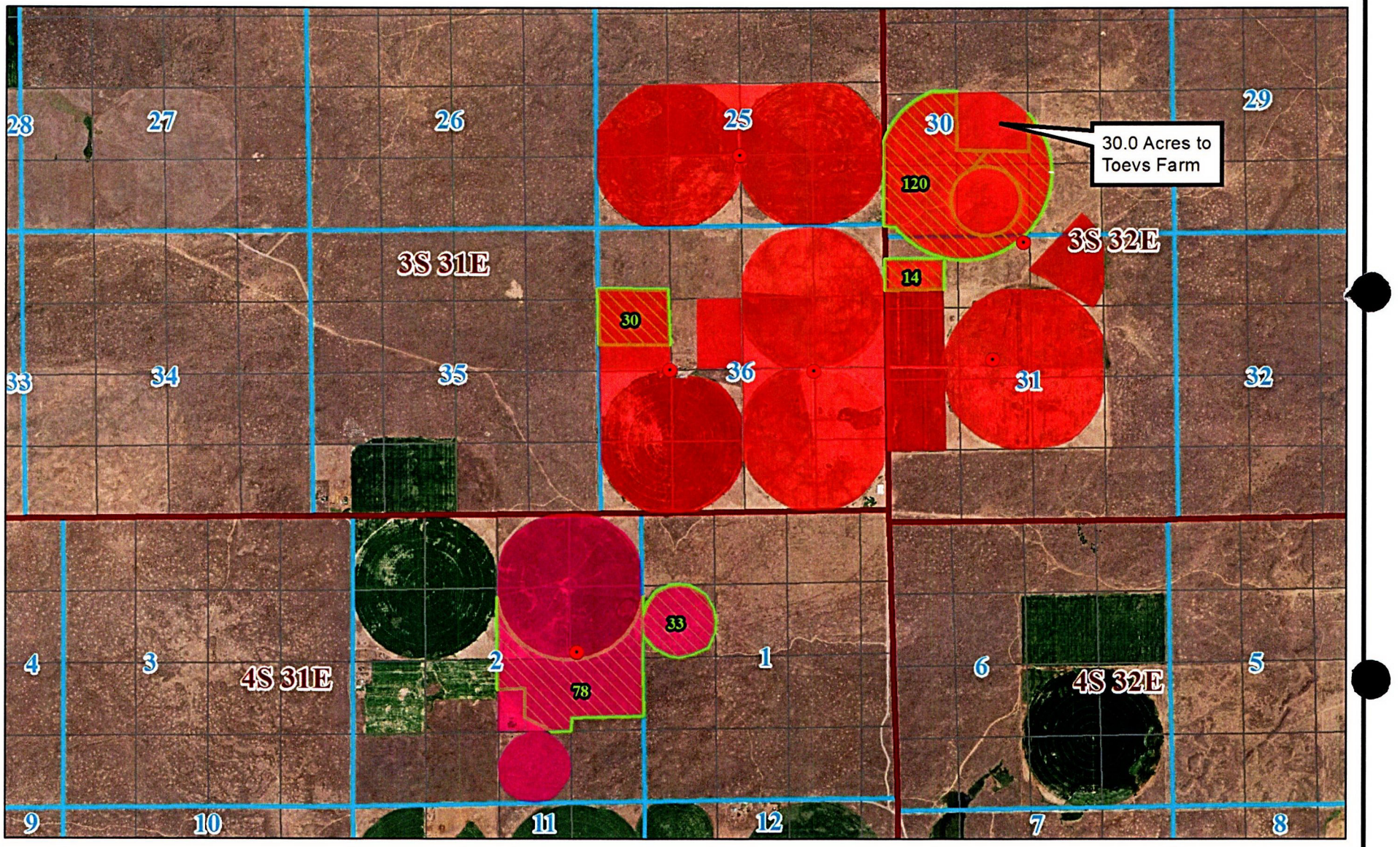
2. Source of water Ground Water tributary to _____

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
04S	31E	2		SW	SE	NE	Bingham

SCANNED
SEP 28 2023

Path: F:\Projects\Funk, Lance\Water Bank Rentals 2023\Arcview\Grandview Ranch Lease Acres.mxd



0 0.5 1 Miles

SCANNED
SEP 2 8 2023

BROCKWAY ENGINEERING,PLLC.
GWS 2/10/2023

GRANDVIEW RANCH LLC
FUNK ACRES
NAIP 2021 AERIAL

Legend

- Wells
- 2023 Lease Acres
- South_Grandview_WRs
- North_Grandview_WRs

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
FEB 27 2023
DEPARTMENT OF WATER RESOURCES

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

Designated Applicant Lance Funk and Lisa Funk
(Select one owner – see item 1A on the application)

Water Right No. 35-2210
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? **Yes** ☑ **No** ☐

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST
All items must be checked as either *Attached* (Yes) or *Not Applicable* (N/A)

		Yes	
		☑	Completed *Application to Sell or Lease a Water Right to the Water Supply Bank.*
		☑	Application filing fee of $250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is $500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
		☑	Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.
Attachment	**N/A**	**Yes**	
1A	☐	☑	Signatures and contact information for ***all owners*** of the water right to be leased or sold on this application.
1B	☑	☐	An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	☑	☐	*Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
1D	☐	☑	Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	☐	☑	Description of a water right portion offered to the Water Supply Bank.
3	☐	☑	A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
4A	☑	☐	Written consent from irrigation district or water delivery company.
4G	☐	☑	Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount $ 750	Received By: KM	Date Received: 2.27.23	Receipt # C115424
W-9 received? Yes ☐ No ☑ (Route W-9 to Fiscal)		Name on W-9:	

SCANNED
SEP 28 2023

2613

SUPERSEDED

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant Lance Funk and Lisa Funk

Mailing Address P.O. Box 310 American Falls, ID 83211
Street City State Zip Code

Email Address lance@lancefunkfarms.com Phone Number (208) 201-1500

☑ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☐ No ☑
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☑ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Greg Sullivan Organization Brockway Engineering

Professional Title Engineer Email Address greg.sullivan@brockwayeng.com

Mailing Address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301 Phone Number 208-736-8543

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☑ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☐ The full water right is being offered to the Bank.

OR

☑ A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2**.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3**.

SCANNED
SEP 28 2023

SUPERSEDED

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☑
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.

B. Please provide a description of the current water diversion and delivery system.
Existing well and mainlines.

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 35-7488, 35-2599, 35-7489, 35-14181, 35-2685, 35-13046.

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☑
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☑
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased.

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. SEE CRP CONTRACTS

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☑ No ☐
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. SEE CRP CONTRACTS

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes ☑ No ☐
A 30.0 acre portion of 35-14181 is being transferred to a different POU and POD. The 30.0 acres involved in the transfer have not been identified to be lease or rented.

SCANNED
SEP 28 2023

SUPERSEDED

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?

If lease, specify the years when the use of water will be suspended: 2023 (Year) to 2023 (Year) (maximum lease period 5 calendar years).

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

Current rental rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant	Printed Name	Date
	Lance Funk	2-13-23

Signature of Authorized Representative	Printed Name	Date
	Lance Funk	2-13-23

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

SCANNED
SEP 28 2023

SUPERSEDED

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. Water Right Number	Nature of Use	Leased Rate (cfs)	Leased Volume (af)	Leased Acres (ac)
35-2210	Irrigation	1.34	444.0	111.0
	Total Amounts:	1.34	444.0	111.0

2. Source of water Ground Water tributary to _____

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
04S	31E	2		SW	SE	NE	Bingham

SCANNED
SEP 2 8 2023

SUPERSEDED

Form 42-248/42-1409(6) Rev. 6/22

RECEIVED
APR 13 2023
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-2599	Yes ■	Yes ■	35-14181	Yes ■	Yes ■
35-2685	Yes ■	Yes ☐	35-2210	Yes ☐	Yes ■
35-7488	Yes ■	Yes ■	35-7594	Yes ☐	Yes ■
35-7489	Yes ■	Yes ■			
35-13046	Yes ■	Yes ☐			

35-2599 Split into 35-2599 & 35-14828
35-2685 Split into 35-2685 & 35-14832
35-7488 Split into 35-7488 & 35-14833
35-7489 Split into 35-7489 & 35-14834
35-13046 Split into 35-13046 & 35-14835
35-14181 Split into 35-14181 & 35-14836

2. Previous Owner's Name: Grandview Ranch LLC
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Lance Funk and Lisa Funk
New owner(s) as listed on the conveyance document
Name connector ■ and ☐ or

PO Box 310 | American Falls | Idaho | 83211
Mailing address | City | State | Zip

208-201-1500 | lance@lancefunkfarms.com
Telephone | Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ■ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: January 4, 2023

6. Do you own the land identified as the water right place of use? Yes ■ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ■ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ■ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - o $25 per *undivided* water right.
     - o $100 per *split* water right.
     - o No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ■ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA
IN FILE # 35-2210

8. Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant
Print name: Lance Funk

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant
Print name

For IDWR Office Use Only:

Receipted by KH Date 4.13.23 Receipt No. C115873 Receipt Amt. 650.00

Active in the Water Supply Bank? Yes ☑ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☑

Name on W-9 _____ Approved by _____ Processed by jmh Date 6-6-23

SCANNED
SEP 28 2023

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 752256
BINGHAM COUNTY, IDAHO
2023-02-01 01:29:28 PM No. of Pages: 3
Recorded for: FLYING S TITLE AND ESCROW - BL
PAMELA W. ECKHARDT Fee: $15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1052936-B (jcm)** Date: **January 04, 2023**

For Value Received, **Tracts 1-3: Grandview Ranch, LLC, an Idaho Limited Liability Company,** , hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Lance Funk and Lisa Funk, husband and wife**, hereinafter called the Grantee, whose current address is **P.O. Box 310, Aberdeen, ID 83211**, the following described premises, situated in **Bingham** County, **Idaho,** to-wit:

TRACT 1:
TOWNSHIP 3 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 30: LOTS 3 AND 4, E½SW¼, W½SE¼
AND A PARCEL OF LAND LYING IN SECTION 31, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NW CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO, THENCE S00°29'41"W 968.21 FEET; THENCE S89°34'30"E 3181.29 FEET; THENCE S59°32'56"E 281.08 FEET; THENCE S57°42'34"E 336.05 FEET; THENCE S33°58'28"E 496.49 FEET; THENCE N00°03'58"E 1691.25 FEET, TO THE NORTH LINE OF SAID SECTION 31, THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING.

TRACT 2:
TOWNSHIP 3 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 36: NW¼

TRACT 3:
TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 1: SW¼NW¼
SECTION 2: LOTS 1 AND 2; N½SE¼; S½NE¼; SW¼SE¼

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations,

SCANNED
SEP 28 2023

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

E-RECORDED simplifile

ID: 752256
County: Bingham
Date: 1-2023 Time: 1:29 pm

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1052936-B (jcm)** Date: **January 04, 2023**

For Value Received, **Tracts 1-3: Grandview Ranch, LLC, an Idaho Limited Liability Company,** , hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Lance Funk and Lisa Funk, husband and wife**, hereinafter called the Grantee, whose current address is **P.O. Box 310, Aberdeen, ID 83211**, the following described premises, situated in **Bingham** County, **Idaho,** to-wit:

TRACT 1:
TOWNSHIP 3 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 30: LOTS 3 AND 4, E½SW¼, W½SE¼
AND A PARCEL OF LAND LYING IN SECTION 31, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NW CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO, THENCE S00°29'41"W 968.21 FEET; THENCE S89°34'30"E 3181.29 FEET; THENCE S59°32'56"E 281.08 FEET; THENCE S57°42'34"E 336.05 FEET; THENCE S33°58'28"E 496.49 FEET; THENCE N00°03'58"E 1691.25 FEET, TO THE NORTH LINE OF SAID SECTION 31, THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING.

TRACT 2:
TOWNSHIP 3 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 36: NW¼

TRACT 3:
TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 1: SW¼NW¼
SECTION 2: LOTS 1 AND 2; N½SE¼; S½NE¼; SW¼SE¼

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations,

SCANNED
SEP 28 2023

restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

SCANNED
SEP 28 2023

Grandview Ranch, LLC, an Idaho Limited Liability Company, an Idaho limited liability company

By: Dwight E Baker
Name: Dwight E. Baker
Title: Managing Member

STATE OF Idaho)
ss.
COUNTY OF Bingham)

On this 9th **day of January, 2023**, before me, a Notary Public in and for said State, personally appeared **Dwight E. Baker**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the**Grandview Ranch, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that **he** executed the same in said Limited Liability Company's name.

Juanita Monson
Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 01/14/2025

JUANITA MONSON
COMMISSION NO. 30632
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
SEP 28 2023

EXHIBIT A
Deed

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

LANCE & LISA FUNK
PO BOX ~~XXX~~ 310
BLACKFOOT ID 83211

Instrument # 752257
BINGHAM COUNTY, IDAHO
2023-02-01 01:29:28 PM No. of Pages: 2
Recorded for: FLYING S TITLE AND ESCROW - BL
PAMELA W. ECKHARDT Fee: $15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHT

Grandview Ranch, LLC ("Grantor"), hereby sells and conveys unto Lance Funk and Lisa Funk, whose address is P.O. Box 2288, Idaho Falls, Idaho 83403 (collectively "Grantee"), all of Grantor's right, title, and interest in the 36.7-acre portion of Water Right No. 35-7489 as described in **Exhibit A** attached hereto (the "Water Right").

Grantor hereby covenants and warrants to Grantee that: (a) Grantor is the owner in fee simple of the Water Right; (b) Grantor has not conveyed any part of the Water Right to anyone other than Grantee; (c) the Water Right is free from all liens, claims, or encumbrances; (d) Grantor has authority to convey the Water Right to Grantee. Grantor makes no other covenants or warranties as to the Water Right.

GRANDVIEW RANCH, LLC

By: _____ Date: January 9, 2023
Dwight Baker, Managing Member

STATE OF IDAHO)
: ss.
County of Bingham)

This record was acknowledged before me on this 9th day of January, ~~2022~~ 2023, by Dwight Baker as the managing member of Grandview Ranch, LLC.

JUANITA MONSON
COMMISSION NO. 30632
NOTARY PUBLIC
STATE OF IDAHO
(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 01-14-2025

SCANNED
SEP 18 2023

EXHIBIT A
Deed

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

LANCE & LISA FUNK
PO BOX ~~XXX~~ 310
BLACKFOOT ID 83211

E-RECORDED simplifile
ID: 752257
County: Bingham
Date: 2-1-2023 Time: 1:29 pm

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHT

Grandview Ranch, LLC ("Grantor"), hereby sells and conveys unto Lance Funk and Lisa Funk, whose address is P.O. Box 2288, Idaho Falls, Idaho 83403 (collectively "Grantee"), all of Grantor's right, title, and interest in the 36.7-acre portion of Water Right No. 35-7489 as described in **Exhibit A** attached hereto (the "Water Right").

Grantor hereby covenants and warrants to Grantee that: (a) Grantor is the owner in fee simple of the Water Right; (b) Grantor has not conveyed any part of the Water Right to anyone other than Grantee; (c) the Water Right is free from all liens, claims, or encumbrances; (d) Grantor has authority to convey the Water Right to Grantee. Grantor makes no other covenants or warranties as to the Water Right.

GRANDVIEW RANCH, LLC

By: _____ Date: January 9, 2023
Dwight Baker, Managing Member

STATE OF IDAHO)
: ss.
County of Bingham)

This record was acknowledged before me on this 9th day of January, ~~2022~~ 2023, by Dwight Baker as the managing member of Grandview Ranch, LLC.

JUANITA MONSON
COMMISSION NO. 30632
NOTARY PUBLIC
STATE OF IDAHO

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 01-14-2025

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SEP 28 2023

EXHIBIT A
Water Right Description

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1361

This Lease Contract ("Lease") is between the Idaho Water Resource Board ("Board"), and

RECEIVED
MAY 07 2021
DEPARTMENT OF WATER RESOURCES

LESSOR: GRANDVIEW RANCH LLC
266 W BRIDGE
BLACKFOOT, ID 83221

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.

2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on February 03, 2021.

3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS.** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
35-7489	3/14/1975	GROUND WATER	0.73	146.8	36.7
Combined Lease Totals			0.73	146.8	36.7

2. **COMPENSATION.** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE.** The term of this lease shall be January 1, 2021 to December 31, 2025. This Lease shall bind the parties and take effect when both parties have signed it.

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE.** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

Page 1 of 6

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SEP 28 2023

SPLIT ANALYSIS

GRANDVIEW RANCH LLC RETAINED PORTION

Percentage (944.8/1238.6) 0.76279671

Water Right No.	Name on Water Right	Basis	Priority Date	Source	Beneficial Use	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Diversion Volume Limitation (AF)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Combined Acre Limitation	Permissible Place of Use	Point of Diversion	Notes
35-2599	Grandview Ranch LLC	Decreed	7/26/1960	Ground water	Irrigation	1.53	13.43	651.4	3753	169.34	944.8	1182.7	NESESW, Sec. 25, 03S, 31E NENWSW, Sec. 36, 03S, 31E NENWSE, Sec. 36, 03S, 31E NENENW, Sec. 31, 03S, 32E SWSENW, Sec. 31, 03S, 32E	
35-2685		Decreed	8/14/1961	Ground water	Irrigation	2.79		842.1		210.53				
35-7488		Decreed	3/14/1975	Ground water	Irrigation	3.23		890.9		222.74				
35-7489		Decreed	3/14/1975	Ground water	Irrigation	2.56		511.4		127.84				
35-13046		Decreed	4/12/1994 (5/1/1979)	Ground water	Irrigation	0.34		112.9		28.22				This is an enlargement right
35-14181		Decreed	8/12/1976	Ground water	Irrigation	3.32		744.5		186.12				
				Total (less enlargement rate)		13.43				944.80				

Ave. Rate Per Acre	0.01421767	AF Per Acre	3.97

LANCE AND LISA FUNK SPLIT PORTION

Percentage (293.8/1238.6) 0.23720329

Water Right No.	Name on Water Right	Basis	Priority Date	Source	Beneficial Use	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Diversion Volume Limitation (AF)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Combined Acre Limitation		Point of Diversion	Notes
35-2599	Lance and Lisa Funk	Decreed	7/26/1960	Ground water	Irrigation	0.48	4.18	202.6	1167	52.7	293.8		SWNWNW, Sec. 26, 03N, 35E SWNWSW, Sec. 26, 03N, 35E SWNWSE, Sec. 26, 03N, 35E NENENE, Sec. 28, 03N, 35E SENENW, Sec. 35, 03N, 35E	
35-2685		Decreed	8/14/1961	Ground water	Irrigation	0.87		261.9		65.5				
35-7488		Decreed	3/14/1975	Ground water	Irrigation	1.01		277.1		69.3				
35-7489		Decreed	3/14/1975	Ground water	Irrigation	0.79		159.0		39.8				
35-13046		Decreed	4/12/1994 (5/1/1979)	Ground water	Irrigation	0.10		35.1		8.8				This is an enlargement right
35-14181		Decreed	8/12/1976	Ground water	Irrigation	1.03		231.5		57.9				
				Total (less enlargement rate)		4.18								

Ave. Rate Per Acre	0.01421767	AF Per Acre	3.97

REALLOCATION ANALYSIS

GRANDVIEW RANCH LLC RETAINED PORTION

Water Right No.	Name on Water Right	Basis	Priority Date	Source	Beneficial Use	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Diversion Volume Limitation (AF)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Combined Acre Limitation	Permissible Place of Use	Point of Diversion	Notes
35-2599	Grandview Ranch LLC	Decreed	7/26/1960	Ground water	Irrigation	1.53	12.70	651.4	3753	169.3	944.8	1550.5	NESESW, Sec. 25, 03S, 31E NENWSW, Sec. 36, 03S, 31E NENWSE, Sec. 36, 03S, 31E NENENW, Sec. 31, 03S, 32E SWSENW, Sec. 31, 03S, 32E	
35-2685		Decreed	8/14/1961	Ground water	Irrigation	2.79		842.1		210.5				
35-7488		Decreed	3/14/1975	Ground water	Irrigation	3.23		890.9		222.7				
35-7489		Decreed	3/14/1975	Ground water	Irrigation	1.83		364.6		91.1				
35-13046		Decreed	4/12/1994 (5/1/1979)	Ground water	Irrigation	0.34		112.9		28.2				This is an enlargement right
35-14181		Decreed	8/12/1976	Ground water	Irrigation	3.32		744.5		186.1				
						12.70		3606.5		908.1				

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SEP 28 2023

907.9

Ave. Rate Per Acre	0.01344200	AF Per Acre	3.97

LANCE AND LISA FUNK SPLIT PORTION

Water Right No.	Name on Water Right	Basis	Priority Date	Source	Beneficial Use	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Diversion Volume Limitation (AF)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Combined Acre Limitation		Point of Diversion	Notes
35-2599	Lance and Lisa Funk	Decreed	7/26/1960	Ground water	Irrigation	0.48	4.91	202.6	1167	52.7	330.5 7		SWNWNW, Sec. 26, 03N, 35E SWNWSW, Sec. 26, 03N, 35E SWNWSE, Sec. 26, 03N, 35E NENENE, Sec. 28, 03N, 35E SENENW, Sec. 35, 03N, 35E	
35-2685		Decreed	8/14/1961	Ground water	Irrigation	0.87		261.9		65.5				
35-7488		Decreed	3/14/1975	Ground water	Irrigation	1.01		277.1		69.3				
35-7489		Decreed	3/14/1975	Ground water	Irrigation	0.79		159.0		39.8				
35-7489 portion (from Grandview Ranch)		Decreed	3/14/1975	Ground water	Irrigation	0.73		146.8		36.7				
35-13046		Decreed	4/12/1994 (5/1/1979)	Ground water	Irrigation	0.10		35.1		8.8				This is an enlargement right
35-14181		Decreed	8/12/1976	Ground water	Irrigation	1.03		231.5		57.9				
						4.91		1314.0		330.5	330.7			

Ave. Rate Per Acre	0.01485628	AF Per Acre	3.53

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SEP 2 8 2023

Exhibit A Water Right Ownership

LANCE AND LISA FUNK SPLIT PORTION

Water Right No.	Name on Water Right	Basis	Priority Date	Source	Beneficial Use	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Diversion Volume Limitation (AF)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Combined Acre Limitation
35-2599	Lance and Lisa Funk	Decreed	7/26/1960	Ground water	Irrigation	0.48	4.91	202.6	1167	52.7	330.5
35-2685		Decreed	8/14/1961	Ground water	Irrigation	0.87		261.9		65.5	
35-7488		Decreed	3/14/1975	Ground water	Irrigation	1.01		277.1		69.3	
35-7489		Decreed	3/14/1975	Ground water	Irrigation	0.79		159.0		39.8	
35-7489 leased portion (from Grandview Ranch)		Decreed	3/14/1975	Ground water	Irrigation	0.73		146.8		36.7	
35-13046		Decreed	4/12/1994 (5/1/1979)	Ground water	Irrigation	0.10		35.1		8.8	
35-14181		Decreed	8/12/1976	Ground water	Irrigation	1.03		231.5		57.9	
						4.91		1314.0		330.5	

Ave. Rate Per Acre	0.015	AF Per Acre	3.53

LANCE AND LISA FUNK FULL WATER RIGHT

Water Right No.	Name on Water Right	Basis	Priority Date	Source	Beneficial Use	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Diversion Volume Limitation (AF)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Combined Acre Limitation
35-2210	Lance and Lisa Funk	Decreed	12/24/1951	Ground water	Irrigation	2.20		728.0		182.0	274.0
35-7594		Decreed	8/16/1993	Ground water	Irrigation	3.28		368.0			
						5.48		1096.0		182.0	

Ave. Rate Per Acre	0.02	AF Per Acre	4.00

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SEP 2 8 2023

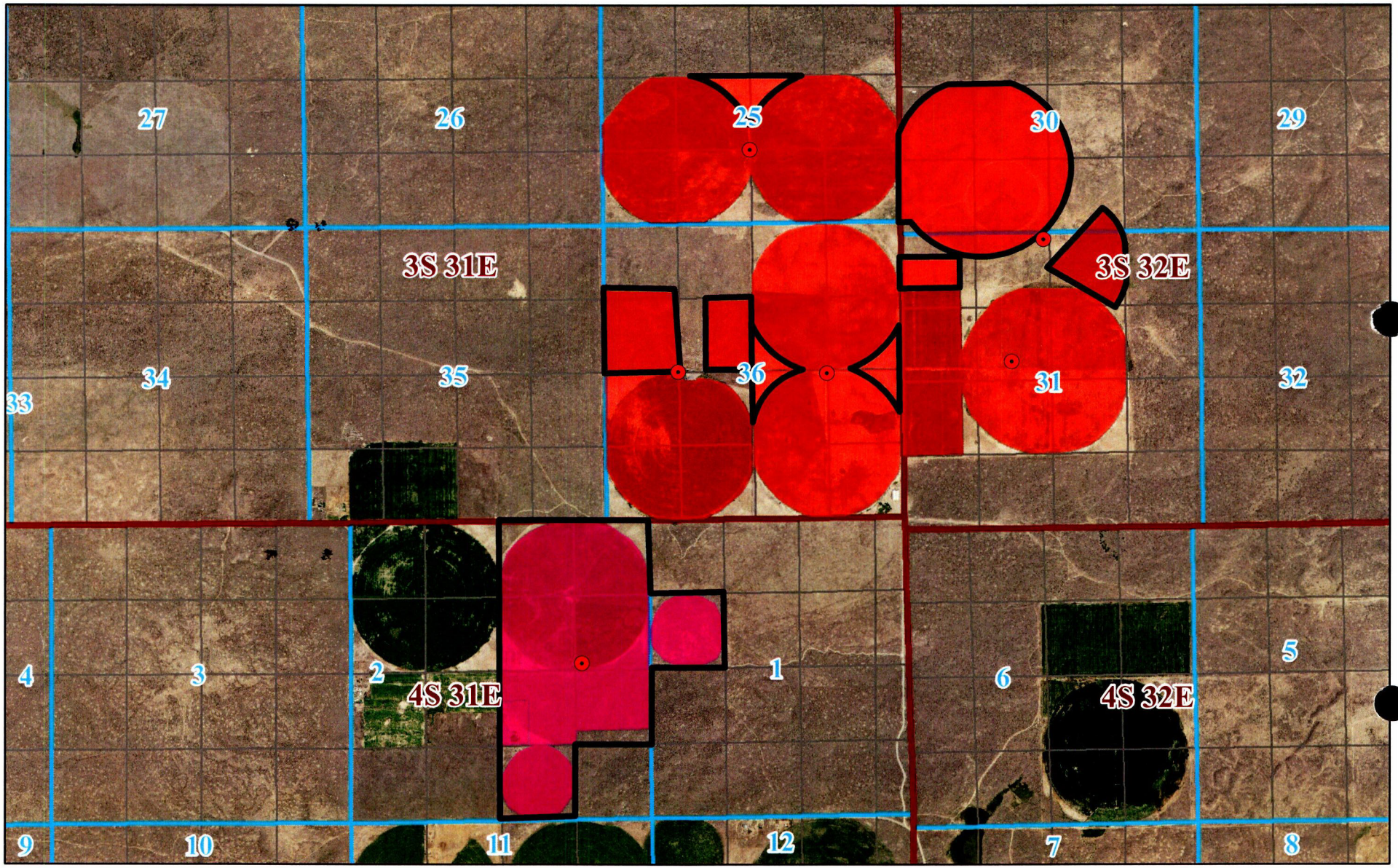
CURRENT WATER RIGHTS

Water Right No.	Name on Water Right	Basis	Priority Date	Source	Beneficial Use	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Diversion Volume Limitation (AF)	Combined Volume Limitation (AFA)	Individual Acre Limitation	Combined Acre Limitation	Permissible Place of Use	Point of Diversion	Notes	Rate per acre
35-2599	Grandview Ranch LLC	Decreed	7/26/1960	Ground water	Irrigation	2.01	17.61	854.00	4920	222	1238.6	1550.5	NESESW, Sec. 25, 03S, 31E NENWSW, Sec. 36, 03S, 31E NENWSE, Sec. 36, 03S, 31E NENENW, Sec. 31, 03S, 32E SWSENW, Sec. 31, 03S, 32E		0.009
35-2685		Decreed	8/14/1961	Ground water	Irrigation	3.66		1104.00		276					0.013
35-7488		Decreed	3/14/1975	Ground water	Irrigation	4.24		1168.00		292					0.015
35-7489		Decreed	3/14/1975	Ground water	Irrigation	3.35		670.40		167.6					0.020
35-13046		Decreed	4/12/1994 (5/1/1979)	Ground water	Irrigation	0.44		148.00		37				This is an enlargement right of 37 acres	0.012
35-14181		Decreed	8/12/1976	Ground water	Irrigation	4.35		976.00		244					0.018
				Total (less enlargement rate)		**17.61**									

Ave. Rate Per Acre	0.01421767	AF Per Acre	3.97

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SEP 28 2023

Path: F:\Projects\Funk, Lance\Water Bank Rentals 2023\Arcview\Grandview Ranch Lease Acres.mxd



0 0.5 1 Miles

SCANNED
SEP 2 8 2023

GRANDVIEW RANCH LLC
FUNK ACRES
NAIP 2021 AERIAL

Legend

- Wells
- Acres Purcased
- South_Grandview_WRs
- North_Grandview_WRs

BROCKWAY ENGINEERING,PLLC.
GWS 3/7/2023

Form 42-248(9) 3/22

RECEIVED
FEB 13 2023
Department of Water Resource
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
35-2210 OK	Portion of 35-7488 OK		
35-7594 OK	Portion of 35-7489 OK		
35-13121 OK	Portion of 35-13046 OK		
Portion of 35-2599 OK	Portion of 14181 OK		
Portion of 35-2685 OK			

2. The following **REQUIRED** information must be submitted with this form:

   A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION**.

   B) A **FEE** of **$25.00 per** water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

   Equitable Financial Life Insurance Company
   c/o Equitable AgriFinance, LLC
   6300 C Street SW, 3B-CR
   Cedar Rapids, Iowa 52499
   Phone 319-355-8063
   Email awmartin@aegonam.com

4. Name of Water Right Owner/Claimant(s) Lance Funk and Lisa Funk

5. Expiration Date of Notification Period 01/01/2043

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) of Security Interest Holder(s) [signature]
   Title, if applicable Investment Officer

For Office Use Only

Receipted by JB Date 2/13/2023 Receipt No. E048897 Fee $225.-
Processed by AJ Date WR JB Date 2/14/2023

SUPPORT DATA
IN FILE # 35-2210

FEB 14 2023

FLYING S TITLE AND ESCROW
HEREBY CERTIFIES THIS TO BE
A TRUE AND CORRECT COPY
OF THE ORIGINAL DOCUMENT.

Instrument # 752260
BINGHAM COUNTY, IDAHO
2023-02-01 01:29:28 PM No. of Pages: 16
Recorded for: FLYING S TITLE AND ESCROW - BL
PAMELA W. ECKHARDT Fee: $45.00
Ex-Officio Recorder Deputy JPulley
Index To: MORTGAGE
Electronically Recorded by Simplifile

RETURN RECORDED DOCUMENT TO

Andrew W. Martin, Esq./pk
Equitable AgriFinance, LLC
6300 C Street SW, MS 3B-CR
Cedar Rapids, Iowa 52499

FSTE 1052936

Loan No. 60723110

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING ("**Mortgage**") is made the 1st day of February, 2023 between Lance Funk and Lisa Funk, whose principal residence is 2960 Cedar Lane, American Falls, Idaho 83211, hereinafter called "**Mortgagor**," and Equitable Financial Life Insurance Company, a New York corporation, whose address is Sixteenth Floor, 1290 Avenue of the Americas, New York, NY 10104, hereinafter called "**Lender**."

WHEREAS, Lance D. Funk and Lisa I. Funk ("**Borrower**") are justly indebted to the Lender in the sum of Three Million Five Hundred Thousand and No/100 Dollars ($3,500,000.00) ("**Loan**") with interest, all as set forth in that certain promissory note (as may be amended, modified, restated or replaced from time to time, the "**Note**") of even date herewith maturing January 1, 2043.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure (i) the payment of the principal of and interest on the Note, (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other loan documents delivered by Mortgagor or any other obligor in favor of Lender in connection with the Loan (collectively, the "**Loan Documents**"), and (iii) the reimbursement to Lender of any and all sums incurred,

SCANNED
FEB 14 2023

expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, and in consideration of the premises the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Lender the following described real estate (**"Real Estate"**) situate in Bingham County, State of Idaho, to wit:

See attached **Exhibit "A"**, which is incorporated herein by reference.

TOGETHER WITH (1) all easements, rights-of-way, hereditaments, and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all water, water rights, water permits, water stock or licenses, culverts, ditches, ponds, waterways and drainage rights appertaining to said Real Estate, whether riparian or appropriative; (3) all leases (including, but not limited to, oil, gas and mineral leases), subleases or occupancy agreements now or hereafter affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, wells, windmills, fences, attachments, and other articles now or hereafter erected on, affixed or attached to, or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Lender herein); (6) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate; (7) all timber standing or to be cut, minerals or the like (including oil and gas), any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate; and (8) all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to any and all of the foregoing, which Mortgagor now has or may hereafter acquire, Mortgagor hereby agrees, acknowledges and confirms that such fruit or nut bearing bushes, trees or vines are part of the "real estate" comprising the above described Real Estate and will remain a part of the above described Real Estate throughout the term of the Loan made by Lender to Borrower that is secured by this Mortgage.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Lender, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including: all (a) crops growing or to be grown; (b) permits and licenses used in the operation of the Real Estate; (c) all personal property listed on **Exhibit "B"** attached hereto and made a part hereof; and (d) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments or unearned premiums on or under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the **"Collateral"**; the Real Estate and the Collateral shall hereinafter be collectively referred to as the **"Property"**). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to

be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Lender.

TO HAVE AND TO HOLD the same unto the Lender, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, Mortgagor's heirs, personal representatives, successors or assigns, shall pay unto the Lender, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Lender pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void, and shall be released by the Lender at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

1. Covenants of Mortgagor. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows:

(a) Principal and Interest: To pay or cause to be paid promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage;

(b) Taxes and Assessments: To pay all taxes, assessments and other charges (including ditch, canal, irrigation district, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Lender's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgages so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Lender, become due and payable;

(c) Good Condition and Repair: To keep the Property and any improvements to the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil from the Real Estate without the prior written consent of the Lender;

(d) Location of Collateral: To keep the Collateral located on the Real Estate;

(e) Irrigation and Water Practices: To use and manage any irrigated lands in accordance with sound irrigation and water use practice and in a manner that will maintain all of the water rights appurtenant to the Real Estate in full force and effect, and not, without the prior written consent of the Lender, (i) to permit the transfer, diversion, and/or use of

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said water rights to lands not mortgaged hereunder, or (ii) to change the point or points of diversion of such water;

(f) Property Insurance: To maintain and deliver to the Lender policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Lender may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Lender; in the event of loss the Lender is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Lender who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor;

(g) Liens and Charges: To pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof;

(h) Legal and Title Expenses: To pay on demand all legal expenses, title searches, or attorneys' fees reasonably incurred or paid by the Lender to collect the Note or foreclose or protect the lien of the Mortgage;

(i) UCC Security Interests: To do any and all acts all in a timely and proper manner and in a form satisfactory to Lender, requested by Lender to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("**UCC**") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, and to pay the cost of filing such statements in all public offices requested by Lender; and to do any and all acts as shall hereafter be reasonably requested by Lender to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Lender to sell and/or convey the Property pursuant to the terms hereof;

(j) No Sale: Not to sell or transfer the Real Estate or any portion thereof, or, if the Mortgagor is a corporation, partnership, limited liability company or association not more than 0.00% of its corporate stock, partnership interests, membership or equity interests shall be sold, traded or disposed of to persons other than the present owners. If Mortgagor is a limited liability company, it shall not have the power to divide, enter into a plan of division or obtain a certificate of division and any division shall be null and void and of no effect upon the Real Estate, Property or Loan. Provided, however, that in the event the Lender shall in Lender's sole discretion, permit any sale or transfer of the Real Estate or any portion thereof, Lender may condition such permission on the payment of such fees and costs and the providing of such title insurance and documentation as Lender may desire;

(k) Condemnation Awards: If the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any Real Estate so taken or damaged (including severance damages to the remaining Property) shall be paid

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to the Lender and applied in full or in part at the option of the Lender in reduction of the indebtedness hereby secured;

(l) Inspection: Lender shall have the right to inspect the Property at such reasonable times as the Lender may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; and

(m) Warranty of Title: Mortgagor is lawfully seized of said Property in fee simple, free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Lender, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Property and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of the state in which the Real Estate is located.

2. Events of Default. It shall be an **"Event of Default"** under this Mortgage if any of the following events shall occur:

(a) Payment: failure to pay when due any payment under this Mortgage, the Note or any other Loan Documents;

(b) Performance: Mortgagor and/or Borrower or other obligor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor and/or Borrower and/or other obligor under the Note, this Mortgage or any of the other Loan Documents;

(c) Bankruptcy: Mortgagor, Borrower, or other obligor makes an assignment for the benefit of creditors or files a petition for relief under the United States Bankruptcy Code or any other similar statute as now or hereafter in effect, or is adjudicated, bankrupt or insolvent or an involuntary bankruptcy petition is filed against Mortgagor, Borrower, or other obligor that is not dismissed within 60 days of filing;

(d) Receiver: the appointment of any receiver, liquidator or trustee for Mortgagor;

(e) Dissolution: the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note; or

(f) Representation/Warranty: the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Lender by Mortgagor, Borrower or other obligor.

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3. Remedies. Upon the occurrence of an Event of Default:

(a) Acceleration: the entire indebtedness hereby secured shall, at the option of the Lender and without notice to the Mortgagor, be due and collectible at once; and/or

(b) Foreclosure: Lender may institute judicial foreclosure proceedings to sell the Property or, when available under applicable statutes or rules of practice proceed to sell the Property by non-judicial power of sale in accordance with applicable state law, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; and/or

(c) Legal and Equitable Remedies: Lender may pursue every legal and equitable remedy available at law and equity and including, without limiting the generality of the foregoing, the right, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts, the right to specifically enforce any of the covenants hereof; the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Lender elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Lender at a place designated by Lender and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value Lender shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Lender may bid and purchase Collateral at public or private sale; and/or

(d) Corrective Action: Lender may, but shall have no duty to, take such action as is necessary, in the sole and absolute discretion of the Lender, to remedy any failure of performance by Mortgagor hereunder, and all sums paid by the Lender pursuant hereto with interest at the rate set forth in the Note from time to time or the highest lawful rate permitted by contract under applicable law, whichever is lesser, shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Lender.

4. No Further Liens or Encumbrances. Mortgagor acknowledges that Mortgagor's current financial position is an important factor in Lender's decision to advance the funds represented by the Note. Mortgagor therefore has agreed, in order to provide assurance to Lender with regard to Mortgagor's financial position, that Mortgagor shall not allow any lien or encumbrance other than this Mortgage and the lien for taxes which are not yet due and payable to be placed on all or any part of the Real Estate described above.

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5. Successors and Assigns. The covenants herein contained shall bind, and the benefits and the advantages thereof shall inure to the respective heirs, personal representatives, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise requires, words in the singular include the plural, words in the plural include the singular, and words in the masculine gender shall include the feminine and the neuter. Whenever the term "**Mortgagor**" shall include more than one person or entity, their liability hereunder shall be joint and several.

6. Mortgagor Waivers. Notwithstanding the existence of any other liens in said Real Estate or security interests in said Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the said Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires a lien or security interest in said Property and who has actual or constructive notice of this Mortgage hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Lender in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Mortgagor expressly waives and relinquishes any and all rights and remedies Mortgagor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

7. Rents and Profits. Mortgagor absolutely and irrevocably assigns and transfers to Lender all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Property (all of the foregoing are herein collectively referred to as the "**Rents and Profits**"). Mortgagor hereby gives to and confers upon Lender the right, power and authority to collect said Rents and Profits. Mortgagor irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, either with or without taking possession of said Property, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Lender, for all said Rents and Profits and apply the same to the indebtedness secured hereby. Mortgagor shall, nevertheless, have a license to collect and retain said Rents and Profits as the same become due and payable but only before the occurrence of an Event of Default under this Mortgage and as long as no such Event of Default exists. The assignment of said Rents and Profits is intended to be a present and absolute assignment from Mortgagor to Lender and not merely the creation of a security interest. Lender's license to collect said Rents and Profits is not contingent upon Lender's taking possession of said Property. Upon the occurrence of an Event of Default under this Mortgage, Mortgagor's right, power and authority to collect the Rents and Profits shall automatically terminate without notice, and Lender may, and as long as any such Event of Default exists, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said Property, or any part thereof, in its own name sue for or otherwise collect said Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of said Rents and Profits, or the entering upon and taking possession of said Real Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. Partial Invalidity. The invalidity of any provision of this Mortgage shall not affect the remaining provisions of this Mortgage or any part thereof and this Mortgage shall be construed as if such invalid provision, if any, had not been inserted herein.

9. Environmental Matters. Mortgagor shall not permit or suffer any waste to or on the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Lender and hold Lender harmless against any loss, damage, or liability suffered by the Lender, including but not limited to attorneys' fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Lender (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

10. No Unlawful Activity. Mortgagor, its successors and assigns and each of them, represent and warrant that; (a) the Property involved in this transaction does not represent and was not purchased with the proceeds of any unlawful activity under any state, federal or foreign law; and (b) the Property is not and will not be used for or involved with unlawful drug or controlled substance production, distribution or ancillary operations and no unlawful activity under any state, federal or foreign law is or will be conducted on the Property.

11. Anti-Money Laundering and Anti-Corruption. To the extent applicable, each Borrower (and, if Borrower is an entity, each owner, partner, manager, settlor, beneficiary, and/or trustee thereof) is in compliance with, and at all times until the Loan is paid in full shall be in compliance with: (i) Anti-Money Laundering Laws, (ii) Anti-Corruption Laws, and (iii) the Sanctions and export control laws of the United States ("US Sanctions"). No part of the proceeds of the Loan shall be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA, or in a way that would violate US Sanctions and Anti-Money Laundering Laws. Each Borrower (and, if Borrower is an entity, each owner, partner, manager, settlor, beneficiary, and/or trustee thereof) is and for the past five years has been in compliance with all applicable Sanctions. No such person (i) is a Sanctioned Person, (ii) has its assets located

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in Sanctioned Jurisdictions, (iii) derives revenues from investments in, or transactions with Sanctioned Persons, or (iv) is the subject of any action or investigation by any governmental authority with respect to any actual or alleged violation of Sanctions, and so far as each person is aware, there are no circumstances likely to give rise to any such action or investigation. As used herein, the following terms shall have the following definitions:

(a) **"Anti-Corruption Laws"** shall mean any law or regulation in a U.S. or non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the FCPA and the U.K. Bribery Act 2010.

(b) **"Anti-Money Laundering Laws"** shall mean any law or regulation in a U.S. or non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

(c) **"FCPA"** shall mean the United States Foreign Corrupt Practices Act of 1977, as amended.

(d) **"Sanctioned Jurisdiction"** shall mean, at any time, a country or territory which is itself the subject or target of any comprehensive Sanctions.

(e) **"Sanctioned Person"** shall mean any person that is the target of Sanctions, including (a) any person named on any Sanctions-related list of sanctioned persons maintained by the government of the United States, including the Office of Foreign Assets Control or the U.S. Department of State, the United Nations, the European Union, any European Union member state, or His Majesty's Treasury of the United Kingdom, (b) any person located, organized or resident in a Sanctioned Jurisdiction, or (c) any person directly or indirectly owned or controlled by any such person or persons identified in clause (a) or (b).

(f) **"Sanctions"** shall mean any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the government of the United States (including through the Office of Foreign Assets Control or the U.S. Department of State), the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or any other governmental entity.

12. Mortgage as a Security Agreement. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of the occurrence of any Event of Default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Lender shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Lender to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Lender. Mortgagor will, from time to time, within ten (10) days

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after request by the Lender, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Lender in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

13. Governing Law. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located except and only to the extent the UCC provides otherwise. The parties agree that the state in which the Real Estate is located has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents. Mortgagor hereby consents and submits to the nonexclusive personal jurisdiction and venue of any state or Federal court located within the state in which the Real Estate is located.

14. Notice. Each notice, consent, request, report or other communication under this Mortgage or any of the other Loan Documents (each a "**Notice**") which any party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be addressed to Mortgagor at its address given on the first page hereof, or to Lender at c/o **Equitable AgriFinance, LLC, 6300 C Street SW, MS 3B-CR, Cedar Rapids, Iowa 52499, Attn: Investment Officer, Loan 60723110**, or to such other place as any party may by written notice to the other parties hereafter designate as a place for service of notice. Mortgagor shall not be permitted to designate more than one place for service of Notice concurrently.

15. Multiple Counties. To the extent the Real Estate covers property located in more than one county in the state in which the Real Estate is located, then upon the occurrence of an event of default, Mortgagor agrees that a foreclosure sale of the Property may be held in any one or more of the counties where any part of the Real Estate lies and that any other action or proceeding, judicial or nonjudicial, including, without limitation, a non-judicial foreclosure action in connection with the Loan Documents, or any one of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Real Estate is located. To the extent permitted by law, Lender shall have the full power to select the county or counties in which sale of the Property is to be made, and Lender's selection shall be binding upon Mortgagor and shall permit the sale of the whole or any part of the Real Estate and Collateral (if applicable) to be made in any one of the counties in which part of the Real Estate is located. The Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, and to the extent permitted by applicable law, at public auction to the highest bidder for cash or cash equivalent in

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lawful money of the United States payable at the time of sale. Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage or any of the duplicates of this Mortgage in any particular manner or order or in any particular county. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Mortgage or any duplicate of this Mortgage or applicable law. Mortgagor and any party who now has or may in the future have a security or other interest in any of the Property waives any and all right to require the marshaling of assets or to require that any of the Real Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law. If the lien of this Mortgage, or any of the duplicates of this Mortgage is invalid or unenforceable as to any parcel of the Real Estate, the unsecured or partially secured portion of the indebtedness secured by this Mortgage, or any duplicate of this Mortgage shall be completely paid prior to the payment of the remaining secured or partially secured portions of such indebtedness.

16. Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

17. Electronic Copies. An electronic, facsimile or optically imaged copy of the executed version of this instrument and any Loan Document in connection herewith shall have, and the parties intend them to have, the same force and effect as an original for all purposes, including to prove the content of this instrument and any Loan Document at trial, mediation, arbitration or administrative hearing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE ON FOLLOWING PAGE(S)]

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IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day and year first above written.

Lance Funk

Lisa Funk

STATE OF IDAHO)
) SS.
COUNTY OF Bannock)

I, Stephanie Wight, a notary public in and for said county and state, do hereby certify that on this 31st day of January, 2023, personally appeared before me the within named Lance Funk, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

STEPHANIE WIGHT
COMMISSION #69310
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/03/2023

Notary Public

My Commission Expires:
2.3.2023

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STATE OF IDAHO)
) SS.
COUNTY OF Bannock)

I, Stephanie Wight, a notary public in and for said county and state, do hereby certify that on this 31 day of January, 2023, personally appeared before me the within named Lisa Funk, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL) STEPHANIE WIGHT
COMMISSION #69310
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/03/2023

Stephanie Wight
Notary Public

My Commission Expires: 2.3.2023

Tax statements for the real property described in this instrument should be sent to:

Lance D. Funk
2960 Cedar Lane
American Falls, Idaho 83211

This document drafted by:

Andrew W. Martin, Esq./pk
Equitable AgriFinance, LLC
6300 C Street SW, MS 3B-CR
Cedar Rapids, Iowa 52499

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

TRACT 1:
TOWNSHIP 3 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 30: LOTS 3 AND 4, E½SW¼, W½SE¼
AND A PARCEL OF LAND LYING IN SECTION 31, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NW CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO, THENCE S00°29'41"W 968.21 FEET; THENCE S89°34'30"E 3181.29 FEET; THENCE S59°32'56"E 281.08 FEET; THENCE S57°42'34"E 336.05 FEET; THENCE S33°58'28"E 496.49 FEET; THENCE N00°03'58"E 1691.25 FEET, TO THE NORTH LINE OF SAID SECTION 31, THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING.

TRACT 2:
TOWNSHIP 3 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 36: NW¼

TRACT 3:
TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 1: SW¼NW¼
SECTION 2: LOTS 1 AND 2; N½SE¼; S½NE¼; SW¼SE¼

TRACT 4:
TOWNSHIP 1 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 27: S½NW¼; NW¼SW¼
SECTION 28: S½NE¼; N½SE¼

SCANNED

EXHIBIT B

PERSONAL PROPERTY

All of the following collateral which is now or hereafter owned by Mortgagor, as debtor, attached to, or produced from, or used in connection with the Real Estate described on Exhibit A attached hereto (the "**Real Estate**"), and the products and proceeds thereof:

Irrigation wells, watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, water stock and water rights including but not limited to the following:

Well 1:

- **75 hp US motor and Layne Bowler turbine pump**

A portion of Well 5:

- **250 hp electric motor and turbine pump with Variable Frequency Drive**

Well on Tract 4:

- **200 hp GE motor and Wintroath turbine pump**
- **50 hp booster motor and centrifugal pump**
- **(16) Wheellines each 1,320' long**
- **(1) 4 tower T & L Pivot**
- **(2) 8 tower Pierce Pivots**

6,760' of 8" to 12" diameter pvc mainline

W/R #	Basis	Priority Date	Source	Diversion Rate	Point of Diversion
35-2210	Decreed	12/24/1951	Ground Water	2.20 CFS	04S 31E Sec 2 SW SE NE Bingham County
35-7595	License	8/16/1993	Ground Water	3.28 CFS	04S 31E Sec 2 SE NE Bingham County
35-13121	Decreed	12/24/1951	Ground Water	0.14 CFS	04S 31E Sec 2 SW NW SE Bingham County

SCANNED

752260

LANCE AND LISA FUNK SPLIT PORTION

W/R #	Basis	Priority Date	Source	Diversion Rate	Point of Diversion
35-2599	Decreed	7/26/1960	Ground Water	0.48 CFS	SWNWNW, Sec 26, 03N, 35E
35-2685	Decreed	8/14/1961	Ground Water	0.87 CFS	SWNWSW, Sec 26, 03N, 35E
35-7488	Decreed	3/14/1975	Ground Water	1.01 CFS	SWNWSE, Sec 26, 03N, 35E
35-7489	Decreed	3/14/1975	Ground Water	0.79 CFS	NENENE, Sec 28, 03N, 35E
35-7489 portion (from Grandview Ranch)	Decreed	3/14/1975	Ground Water	0.73 CFS	SENENW, Sec 35, 03N, 35E
35-13046	Decreed	4/12/1994 (5/1/1979)	Ground Water	0.10 CFS	
35-14181	Decreed	8/12/1976	Ground Water	1.03 CFS	

Mortgage
Loan No. 60723110

SCANNED

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

FLYING S TITLE AND ESCROW HEREBY CERTIFIES THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT.

Instrument # 752256
BINGHAM COUNTY, IDAHO
2023-02-01 01:29:28 PM No. of Pages: 3
Recorded for: FLYING S TITLE AND ESCROW - BL
PAMELA W. ECKHARDT Fee: $15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1052936-B (jcm)** Date: **January 04, 2023**

For Value Received, **Tracts 1-3: Grandview Ranch, LLC, an Idaho Limited Liability Company,** , hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Lance Funk and Lisa Funk, husband and wife**, hereinafter called the Grantee, whose current address is **P.O. Box 310, Aberdeen, ID 83211**, the following described premises, situated in **Bingham** County, **Idaho,** to-wit:

TRACT 1:
TOWNSHIP 3 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 30: LOTS 3 AND 4, E½SW¼, W½SE¼
AND A PARCEL OF LAND LYING IN SECTION 31, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NW CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 32 E.B.M., BINGHAM COUNTY, IDAHO, THENCE S00°29'41"W 968.21 FEET; THENCE S89°34'30"E 3181.29 FEET; THENCE S59°32'56"E 281.08 FEET; THENCE S57°42'34"E 336.05 FEET; THENCE S33°58'28"E 496.49 FEET; THENCE N00°03'58"E 1691.25 FEET, TO THE NORTH LINE OF SAID SECTION 31, THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING.

TRACT 2:
TOWNSHIP 3 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 36: NW¼

TRACT 3:
TOWNSHIP 4 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 1: SW¼NW¼
SECTION 2: LOTS 1 AND 2; N½SE¼; S½NE¼; SW¼SE¼

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations,

FEB 14 2023

restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

752256

Grandview Ranch, LLC, an Idaho Limited Liability Company, an Idaho limited liability company

By: Dwight E. Baker
Name: Dwight E. Baker
Title: Managing Member

STATE OF Idaho)
ss.
COUNTY OF Bingham)

On this 9th **day of January, 2023**, before me, a Notary Public in and for said State, personally appeared **Dwight E. Baker**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the**Grandview Ranch, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that **he** executed the same in said Limited Liability Company's name.

Juanita Monson
Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 01/14/2025

JUANITA MONSON
COMMISSION NO. 30632
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
JAN 14 2023

752256

WSB Mailing Checklist for Leases

AR 317 5.22.24

Instructions: Staple to outside of lowest numbered water right file during processing.

Key: Who Completes What?
CLERICAL STAFF: CB
REVIEWER: DW

Received Date: 03-07-2024

Desired Lease Duration: 2024

Lease / Rental Package: (Y) N

If yes, Renter Name: Lance Funk and Lisa Funk

Application # 2954 Contract # 1862

WR#s		#
# 35-7594		#
# 35-2210		#
#		#
#		#
#		#
#		#

Stacked Water Rights Need to be Leased? ☐

If checked, list water rights: _____

Applicant Authorized?	(Y) / N
Multiple owners, Attach 1A included?	Y / (N) NA
If portion is offered, Attach 2 included?	(Y) / N NA
Map of POU and POD?	(Y) / N NA
POD Consent (if required)?	Y / N (NA)
Application Complete?	(Y) / N
Minimum checklist in data base?	☑
Request for additional information letter sent:	Y NA
WSB Action Request for deficiencies	☐

If the WR owner provided a different address on the application than what's in our database, update address in workflow.

Mailings (per lease application)	CC	Original	
Designated Applicant: Lance Funk & Lisa Funk	☐	☒	EMAIL:
Attorney:	☐	☐	EMAIL:
Consultants Name: GREG SULLIVAN - BROCKWAY ENGINEERING	☒		Comments:
Watermaster: BLAKE JORDAN	☒		
Delivery Entity: N/A	☐		
Water District: 120	☒		
Ground Water District: ABERDEEN - AMERICAN FALLS	☒		
Region: EASTERN	☐		
Other:	☐	☐	
Address:			

Call up Date: _____

DO NOT SCAN

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

November 6, 2024

LANCE D FUNK
LISA FUNK
PO BOX 310
AMERICAN FLS ID 83211-0310

RE: WATER SUPPLY BANK LEASE CONTRACT 1862 & 1870
FOR WATER RIGHTS 35-2210, 35-7594, 35-14828, 35-14833, 35-14834, 35-14836

Dear Lessor:

Water rights **35-2210, 35-7594, 35-14828, 35-14833, 35-14834, 35-14836 are** leased into the Water Supply Bank (Bank) as of January 2024 in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank**. More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The right(s) will automatically be released from the Bank on **December 31, 2025,** unless the rights are released earlier by the Water Resource Board (Board). To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they are rented.**

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Technical Records Specialist I

Enclosure: Executed Lease Contract

c: IDWR- Eastern Region Office
Representative
Water District No. 120

Mansfield, Debra

From: Mansfield, Debra
Sent: Tuesday, November 5, 2024 11:39 AM
To: Cefalo, James; Jordan, Blake; greg.sullivan@brockwayeng.com
Cc: Bank
Subject: Executed WSB Lease Contracts 1862 & 1870
Attachments: Executed WSB Lease Contracts 1862 & 1870 Funk 2024-2025.pdf

Hello,

Please see the attached copies of Executed WSB Lease Contracts 1862 & 1870, in the names of Lance D Funk & Lisa Funk, for your records.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little Director Mathew Weaver

October 4, 2024

LANCE D FUNK
LISA FUNK
PO BOX 310
AMERICAN FLS ID 83211-0310

RE: APPLICATION TO LEASE WATER RIGHTS 35-2210, 35-7594, 35-14828, 35-14833, 35-14834, 35-14836 TO THE WATER SUPPLY BANK CONTRACTS 1862 & 1870

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

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water rights to the Water Supply Bank. **I have enclosed four original Water Supply Bank Lease Contracts for your review and signature**. **Please sign and return ALL Lease Contracts within 14 days**. Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The rights will automatically be released from the Bank on **December 31, 2025,** unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at http://www.idwr.idaho.gov. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

> "While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Debra Mansfield
for
Water Supply Bank

Enclosures: Proposed Lease Contracts

C: Consultant (via email)

Mansfield, Debra

From: Mansfield, Debra
Sent: Friday, October 4, 2024 8:00 AM
To: greg.sullivan@brockwayeng.com
Cc: Bank
Subject: Proposed WSB Lease Contracts 1862 & 1870
Attachments: Proposed WSB Lease Contracts 1862 & 1870, Lance D Funk 2024-2025.pdf

Hello,

Please see the attached proposed WSB Lease Contracts 1862 & 1870, in the name of Lance D funk, for your records.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

WATER SUPPLY BANK

Lease Review Checklist

Applicant(s) Name: Lance Funk and Lisa Funk

Memo Date: 4/22/2024

Water Right Number(s): 35-7594 & 35-2210

Reviewers Name: Dustin White

Quick Tools

Decreed Year	No Forfeiture Concerns Thru:
2011	2017
2012	2018
2013	2019
2014	2020
2015	2021

		Check box		COMMENTS/CONCERNS:
1	**Fill out WSB Data Entry Checklist for Leases (Front of File)**	X		
2	**Reason for lease of water rights (Brief description of lease proposal in narrative)**			
	Portion of right	X		102.5 AC of 274.0 AC
	All of right			
3	Check GWMA/CGWA/ADC and basin 63 areas of concern (note area in comments)	X		WD120, ESPA GWMA
		Yes	**No**	
4	Rentable? (If no explain in comments or narrative)	X		
5	**Authority to file**			
	Current owner or designated applicant	X		
	SOS Web site checked for business entity	X		
	Other (explain in comments)			
6	**Water Right validity**			
	Decreed/Licensed/Statutory claim date (write in comments section)			WR35-2210 (decreed1/31/2002) & WR35-7594 (licensed 4/2/96)
	Past irrigation to ensure forfeiture is not an issue if decreed or licensed over 7 years ago (consider transfers that changed the POU, rentals to the POU etc.)			
	Has this right previously been leased to the bank or in CREP?	X		In WSB 2023; previous ANTD contract
7	**Injury to other water rights**			
	If the POD is through a delivery entity, was consent provided?	N/A		
	If the POD is through a delivery entity, was holdback required? (percentage in comments)			%
	Any other concerns			Aberdeen-American Falls GWD
8	**Enlargement concerns**	Check box		
	Complete a POU comparison overlap analysis	X		
	Complete a combined limits review	X		
	Complete POD overlap analysis (if there is an overlap add condition to lease)	X		No other rights @POD
		Yes	**No**	
	Are there overlapping rights that need to be placed in the bank also?		X	
	Will the place of use continue to receive water? (if yes explain in comments)		X	
9	**Local Public Interest**			
	Does the processor know of any problems this action will cause for the local public?		X	
10	**Have you contacted regional office and watermaster for comment/concerns?**			
	Send the watermaster comment request form or e-mail request			
11	Area Headgate requirement (write in Comments)			SOU: 4/1-10/31 & HG: 4 ac-ft/ ac-yr
				Consumptive Use: 3 ac-ft/ac-yr
12	**Is water right involved in any other department action? Pull file and check database** ( ) Ownership Change ( ) Transfer ( ) Mitigation ( ) Other - Explain in comments			

13 **Narrative:**

Application to lease from Lance and Lisa Funk received 3/07/2024 for 2024 and 2025, per an email from the representative in March and has a companion rental application. This is a repeat lease application for WR 35-7594 & 35-2210 previously owned/leased by Grandview Ranch LLC during 2023. Review of Sentinel-2 imagery (T12TUN20240404-20190829) confirms the leased acres were idled during the 2023 lease. Lease POD is within WD120, Aberdeen-American Falls GWD, and the ESPA groundwater measurement area. POD is authorized for these WR (35-7594 & -2210) ONLY. All 274.0 acres were irrigated until 2006, when 130.35 acres out of the 274.0 acres were enrolled in an Agreement Not to Divert contract through 2022. A comparison of the acres under the expired ANTD and the water right authorized irrigable acres during the lease review in 2023 found only 102.5 of the 111.0 acres offered to the bank could be accepted.

From: White, Dustin
To: Cefalo, James; Jordan, Blake
Cc: Condon, Mary
Subject: Lease Application 2954
Date: Tuesday, May 21, 2024 6:58:00 AM
Attachments: image001.png
Lease Application (2954) Checklist.xls
Lease2954Map_WR35-2210_35-7594.pdf

Hello James and Blake,

Please see the attached review and map to lease in 102.5 of 274 acres total of groundwater in ESPA GWMA, and kindly reply with comments or concerns within 10 days.

Best regards,

Dustin White
Water Resource Agent
(208) 287-4971
dustin.white@idwr.idaho.gov

IDAHO DEPARTMENT OF WATER RESOURCES

Department of Water Resources
322 E Front Street
Boise, ID. 83720

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics
Hydrology
Water Resources

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

RECEIVED
MAR 07 2024
DEPT. OF WATER RESOURCES

March 4, 2024

Mary Condon
Idaho Water Supply Bank
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: Lance and Lisa Funk 2024 Lease and Rental

Dear Ms. Condon:

Attached to this letter is the lease application of 181.7acres under water rights 35-14833, 35-14828, 35-14834 and 35-14836, a lease application for 111.0 acres from water right 35-2210 and 35-7594 and a rental of the 292.7 acres for the 2024 irrigation season. The rental will be limited to 269.0 acres of irrigation.

Water rights 35-14833, 35-14828, 35-14834, 35-14836, 35-2210 and 35-7594 have recently been purchased by Lance and Lisa Funk. Portions of the previous numbered water rights 35-7488, 35-2599, 35-7489, 35-14181, 35-2210, 35-2210 and 35-7594 were set aside under a conservation reserve program. Copies of those contracts are attached to the lease applications.

ESPA model analysis indicates that mitigation due to the rental is not required.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Lance Funk
Enc: Lease Applications, Rental Application, Aerial Maps, Attachment 1A, CRP Contract Information, ESPA Model Analysis for Rental, Warranty Deeds, Brockway Engineering
Check # 17861 for $1000.00

2953
&
2954
&
2955

WSB Mailing Checklist for Leases

Instructions: Staple to outside of lowest numbered water right file during processing.

executed 8/29/23

Key: Who Completes What?
CLERICAL STAFF: MK
REVIEWER: MC

Received Date: 2/27/2023

Desired Lease Duration: 2023

Lease / Rental Package: (Y) N

If yes, Renter Name: Lance Funk & Lisa Funk

Application # 2619 Contract # 1718

WR#s	
# 35-7594	# 35-2210
#	#
#	#
#	#
#	#
#	#
#	#

Stacked Water Rights Need to be Leased? ☐

If checked, list water rights: _____

Applicant Authorized?	(Y) / N
Multiple owners, Attach 1A included?	Y / (N) NA
If portion is offered, Attach 2 included?	(Y) / N NA
Map of POU and POD?	(Y) / N NA
POD Consent (if required)?	Y / (N) NA
Application Complete?	(Y) / N
Minimum checklist in data base?	☐
Request for additional information letter sent:	Y NA
WSB Action Request for deficiencies	☐

both signed app

If the WR owner provided a different address on the application than what's in our database, update address in workflow.

Mailings (per lease application)	CC	Original	
Designated Applicant: Lance Funk & Lisa Funk	☐	☑	EMAIL:
Attorney:	☐	☐	EMAIL:
Consultants Name: Greg Sullivan - Brockway Engineering	☒		Comments:
Watermaster: Blake Jordan	☒		owes $250 - for WR 35-7594 Paid
Delivery Entity: N/A	☐		
Water District: 120 - Blake	☐		
Ground Water District: Aberdeen American Falls GWD	☒		
Region: Eastern	☒		
Other:	☐	☐	
Address:			

Call up Date: _____

DO NOT SCAN

Scanned 9/28/23

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little Director Gary Spackman

August 31, 2023

LANCE AND/OR LISA FUNK
PO BOX 310
AMERICAN FALLS, ID 83211-0310

RE: WATER SUPPLY BANK LEASE CONTRACT 1718
FOR WATER RIGHTS 35-2210 & 35-7594

Dear Lessor:

Water right(s) 35-2210 & 35-7594 was/were leased into the Water Supply Bank (Bank) as of January 1, 2023, in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank**. More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The right(s) will automatically be released from the Bank on **December 31, 2023,** unless the rights are released earlier by the Water Resource Board (Board). On behalf of the Board, the Department of Water Resources (Department) can evaluate an early release of the lease contract upon your request. To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they have been rented or are being considered for a future rental. Furthermore, it is at the discretion of the Department whether or not a water right can be released early from a lease contract.**

If you have questions regarding this matter, please contact this office at bank @idwr.idaho.gov or 208-287-4800.

Sincerely,

Mackenzie Kienholz
Water Supply Bank Specialist

Enclosure: Executed Lease Contract

c: IDWR - Eastern Region Office
Greg Sullivan – Brockway Engineering, PLLC
Water District No. 120
Bingham GWD

SCANNED
SEP 18 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 7, 2023

LANCE AND/OR LISA FUNK
PO BOX 310
AMERICAN FLS, ID 83211-0310

RE: APPLICATION TO LEASE RIGHT 35-2210, 35-7594 - CONTRACT 1718

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

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature**. **Please sign and return ALL Lease Contracts within 14 days**. Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The right will automatically be released from the Bank on **December 31, 2023,** unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at http://www.idwr.idaho.gov. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

> "While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

for
Water Supply Bank

Enclosures: Proposed Lease Contracts

C: Greg Sullivan, Brockway Engineering (service by email)

SCANNED
SEP 28 2023

Condon, Mary

From: Condon, Mary
Sent: Monday, July 3, 2023 2:42 PM
To: Cefalo, James; Jordan, Blake
Subject: WSB Lease and Rental for Lance and Lisa Funk
Attachments: Lease Review Memo - App 2613 for 142.9 acres.docx; Lease Review Memo - App 2619 102.5 acres.docx; Move Map.pdf; Rental Review Memo 2612.docx; Updated Rental Map.pdf

Good afternoon, James, and Blake,

I have completed my review of two different lease contracts and one rental application as a companion package for 2023 in Bingham County. These are new lease applications following several years under ANTD contracts. The rental is proposed for irrigation on lands once developed under different rights, but last year they were sold separate from the land to Farmland Reserve and are currently under review for a lease and rental during 2023 to different lands. Please see the review memos, and kindly reply with comments or concerns within 10 days.

I hope you have a wonderful Fourth of July!

Thank you,
Mary

Mary Condon
Water Supply Bank Coordinator
IDAHO DEPARTMENT OF WATER RESOURCES
Planning & Projects
mary.condon@idwr.idaho.gov
Direct: (208) 287-4936

SCANNED
SEP 7 8 2023

MEMORANDUM FOR APPLICATION # 2619 / CONTRACT # 1718

To: Water Right(s) 35-2210 & 35-7594

From: Mary Condon

Date: June 21, 2023

Re: Review & Analysis of Application to Lease Water to the State Water Supply Bank

---

PURPOSE/NARRATIVE: Two sets of lease applications and one rental as a companion package received February 27, 2023 for 2023 only. Water rights for lease and rental were recent purchases by applicant, and processing of the WSB applications were delayed due to the ownership changes for subsequent splits for portions of the water rights. The ownership changes were completed on June 6, 2023. This lease review is for water rights 35-2210 & 35-7594, only.

AUTHORITY TO FILE: Applications for lease were submitted by Greg Sullivan with Brockway Engineering, and signed by the new, current owners of the water rights, Lance and Lisa Funk. Review of Bingham County taxlot information for the parcel under the water rights offered and the diversion was last updated in August of 2022 and has not yet been updated to reflect they also own the land. Legal documents showing the change in ownership of the parcels was submitted, and there are no concerns with authority to file.

WATER RIGHT VALIDITY: Right 35-2210 was decreed in 2002 and right 35-7594 was licensed in 1996. Review of aerial imagery in 2006 shows irrigation up to the combined limits of the two rights was accomplished, except for 6 acres in the SWNE and 4 acres in the SENE of Section 2 as corners at the bottom of a pivot (the quarter quarters could legally be irrigated up to 40 acres each but were not). After 2006, only the pivot in the NE quarter of Section 2 for about 135 acres was irrigated while the other fields equal to 130.51 acres were protected from forfeiture under Idaho Code § 42-223(1) from 2007-2008 through 2022. Of the 111 acres of these two rights offered for lease, only 102.5 acres can be brought into the bank. No other concerns with validity of the water rights and portion offered to the bank.

INJURY TO OTHER WATER RIGHTS: Lease of this water right would not cause injury to other water rights.

ENLARGEMENT OF USE: Rights 35-2210 and 35-7594 when used together have additive diversion rates but are combined limited to the licensed acres under right 35-7594. Since right 35-7594 is not acre limited and could be used to irrigate the entire 274 acre place of use without right 35-2210, right 35-7594 will be leased for the full 102.5 acres and right 35-2210 for its proportionate share of 68.1 acres. No other concerns with enlargement.

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 lease appears consistent with the conservation of water resources in Idaho and is for a beneficial use.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: SOU 4/1-10/31, HG – 4. The location for the rental PD is within Eastern Region, Aberdeen American Falls Ground Water District, and is subject to Water District # 120. Request for comment sent to regional manager and watermaster on July 3, 2023.

SCANNED
SEP 28 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

June 06, 2023

LANCE D FUNK
LISA FUNK
PO BOX 310
AMERICAN FALLS ID 83211-0310

Re: Change in Water Right Ownership: 35-2210, 35-7594, 35-2599 (Split into 35-2599 and ***35-14828***), 35-2685 (Split into 35-2685 and ***35-14832***), 35-7488 (Split into 35-7488 and ***35-14833***), 35-7489 (Split into 35-7489 and ***35-14834),*** 35-13046 (Split into 35-13046 and ***35-14835***), 35-14181 (Split into 35-14181 and ***35-14836***)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

A portion of water right(s) 35-7489 now 35-14834 was leased to the Water Supply Bank (bank) in 2021. To date, part of the right(s) appurtenant to 0.73 cubic feet per second (cfs) and 36.7 acres (6.7 acres in the NESW, 6.6 acres in the NWSE, Section 25, T03S, R31E and 5.9 acres in the SWNE, 5.7 acres in the SENE, 5.8 acres in the NESE and 6.0 acres in the NWSE Section 36, T3S, R31E) remain leased to the bank. In accordance with the bank lease acceptance, the lessor/current right holder (right holder) may not use the right(s) while it is in the bank, even if the right(s) is not rented from the bank. This portion will remain in the bank until December 31, 2025

unless the right(s) are released earlier by the Idaho Water Resource Board or upon request by the right holder. To reduce the term of the lease, the right holder must submit a written request to the department. The department will verify if the right is rented or available for release and notify the right holder of the release date.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Grandview Ranch LLC
Equitable Financial Life Insurance CO
Water District No. 120

Hersley, Jean

From: Greg Sullivan <greg.sullivan@brockwayeng.com>
Sent: Tuesday, April 25, 2023 11:04 AM
To: Hersley, Jean
Subject: RE: ownership change for Lance and Lisa Funk
Attachments: Copy of Baker to Funk Water Right Split Analysis Updated 1.30.2023.xlsx; Funk Purchased Acres.jpg

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Jean,

I have attached the spreadsheet that I used to create my Exhibit A. It also contains the original spreadsheet the attorney for Grandview Ranch and Lance Funk prepared and identified the water rights amounts that have been purchased by Lance and Lisa Funk. Grandview Ranch agreed to sell Lance and Lisa Funk 330.5 acre of irrigation water rights 35-2599, 35-2685, 35-7488, 35-7489, 35-13046 and 35-14181. The Funk's also purchased some land from Grandview Ranch. The total acre amount of the actual ground purchased is somewhere around 489.0 acres.

Bingham County has already conveyed the property into Lance and Lisa Funk's name.

Both parties agreed to the sale and purchase of 330.5 acres of irrigation from water rights 35-2599, 35-2685, 35-7488, 35-7489, 35-13046 and 35-14181.

Greg Sullivan
Brockway Engineering
2016 North Washington Street, Suite 4
Twin Falls, Idaho 83301
208-736-8543

All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.

From: Hersley, Jean [mailto:Jean.Hersley@idwr.idaho.gov]
Sent: Monday, April 24, 2023 3:46 PM
To: Greg Sullivan <greg.sullivan@brockwayeng.com>
Subject: ownership change for Lance and Lisa Funk

I am in the process of reviewing this ownership change. I need you to clear up a few things for me. For the rights that need to be split, how many total acres are you basing your figures on? I came up with a total of 489.0 acres with the acre limit being 390.6 acres. The water rights as they appear now:

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03S	31E	25									39.0	40.0	40.0	39.0	40.0	40.0	40.0	40.0	318.0
03S	31E	36	39.0	40.0	40.0	39.0	39.0	40.0	40.0	39.0	39.0	40.0	39.6	40.0	39.0	40.0	40.0	37.7	631.3

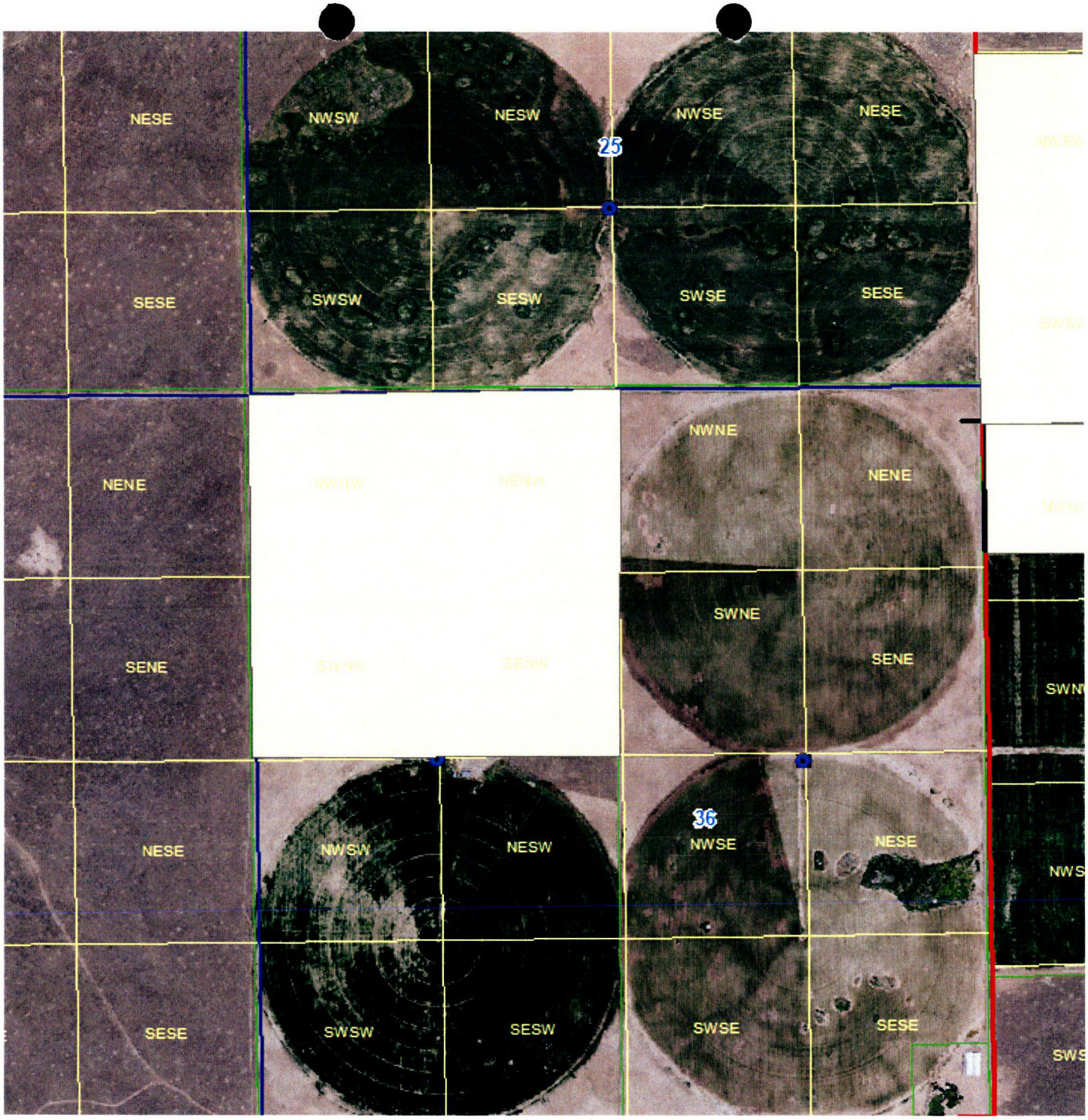
03S	32E	30								40.0	40.3	40.3	40.0		40.0	40.0		240.6
03S	32E	31		40.0	40.0		40.0	40.2	40.2	40.0	40.0	40.2				40.0			360.6

The acres in red are what was conveyed to the Funk's.

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
~~03S~~	~~31E~~	~~25~~									~~39.0~~	~~40.0~~	~~40.0~~	~~39.0~~	~~40.0~~	~~40.0~~	~~40.0~~	~~40.0~~	~~318.0~~
03S	31E	36	39.0	40.0	40.0	39.0	39.0	40.0	40.0	39.0	39.0	40.0	39.6	40.0	39.0	40.0	40.0	37.7	631.3 158.0
03S	32E	30									40.0	40.3	40.3	40.0		40.0	40.0		240.6
03S	32E	31		40.0 27.8	40.0 1.6		40.0 29.0	40.2 32.0	40.2	40.0	40.0	40.2				40.0			360.6 90.4

POU total acres: 489.0

The Exhibit A- Water Right Ownership is not mentioned in the conveyance document so the amounts on your spreadsheet can be changed. I have attached a spreadsheet that I calculated the acre limits based on a total number of 489.0 acres. The land conveyed is in yellow:



Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics
Hydrology
Water Resources

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

RECEIVED
APR 13 2023
DEPARTMENT OF
WATER RESOURCES

April 4, 2023

Mary Condon
Idaho Water Supply Bank
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: Lance and Lisa Funk Water Rights

Dear Ms. Condon:

Attached is the Notice of Change in Water Right Ownership for water rights 35-2599, 35-2685, 35-7488, 35-7489, 35-13046, 35-14181, 35-2210 and 35-7594. The portions of these water rights to change ownership are specifically identified in the attached warranty deed.

Several of these water rights have lease and rental applications prepared and submitted for portions of the allowed acres under these water rights.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Lance Funk
Enc: Notice of Change in Water Right Ownership, Aerial Map, Exhibit A, Special Warranty Deed, Brockway Engineering Check # 17396 for $650.00

Kienholz, Mackenzie

From: Kienholz, Mackenzie
Sent: Friday, March 17, 2023 1:45 PM
To: Greg Sullivan
Subject: RE: L&L Funk Water Supply Bank Package

Received.

Have a good weekend,
Mackenzie

From: Greg Sullivan <greg.sullivan@brockwayeng.com>
Sent: Friday, March 17, 2023 1:39 PM
To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>
Subject: RE: L&L Funk Water Supply Bank Package

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Mackenzie,

See the attached signed lease applications.

Greg Sullivan
Brockway Engineering
2016 North Washington Street, Suite 4
Twin Falls, Idaho 83301
208-736-8543

All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.

From: Kienholz, Mackenzie [mailto:Mackenzie.Kienholz@idwr.idaho.gov]
Sent: Friday, March 17, 2023 11:19 AM
To: Greg Sullivan <greg.sullivan@brockwayeng.com>
Subject: RE: L&L Funk Water Supply Bank Package

Hi Greg,

I came up with the same numbers you did. If you submit an amended Attachment 2 for 35-2210 with the application for 35-7594, we should have what we need.

Thank you,
Mackenzie

From: Greg Sullivan <greg.sullivan@brockwayeng.com>
Sent: Thursday, March 16, 2023 1:25 PM
To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>
Subject: RE: L&L Funk Water Supply Bank Package

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Mackenzie,

Please confirm the flowing calculated values for 111.0 acres leased into the Water Bank under 35-2210 and 35-7594. Because 35-7594 does not have a specific acre limit, I am assuming that it can irrigate all 274.0 acres and all 111.0 acres need to come from 35-7594.

35-2210	35-7594
0.89 cfs	1.33 cfs
294.9 afa	149.1 afa
73.7 acres	111.0 acres

Greg Sullivan
Brockway Engineering
2016 North Washington Street, Suite 4
Twin Falls, Idaho 83301
208-736-8543

All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.

From: Kienholz, Mackenzie [mailto:Mackenzie.Kienholz@idwr.idaho.gov]
Sent: Monday, March 13, 2023 3:13 PM
To: Greg Sullivan <greg.sullivan@brockwayeng.com>
Subject: RE: L&L Funk Water Supply Bank Package

Good afternoon Greg,

I apologize for the delayed response. Because 35-7594 is not specifically dedicated to an identifiable or limited 92 acres and is otherwise completely overlapped with 35-2210, we will need an application for 35-7594. Please reach out if there is anything I can help with.

Thank you,
Mackenzie

From: Greg Sullivan <greg.sullivan@brockwayeng.com>
Sent: Monday, March 6, 2023 9:16 AM
To: Kienholz, Mackenzie <Mackenzie.Kienholz@idwr.idaho.gov>
Subject: RE: L&L Funk Water Supply Bank Package

CAUTION: This email originated outside t[redacted]tate of Idaho network. Verify links and attac[redacted]nts BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Mackenzie,

I have not submitted an ownership change for these water rights. I believe an attorney has prepared the ownership change documents.

I was not going to submit a lease application for 35-7594 because water right 35-2210 clearly identifies that it is limited to 182.0 acres and 728.0 acre feet (4.0 af/acre). Water right 35-7594 is does not specifically identify how many acres it is limited to but does have a volume limit of 368.0 acre feet. When 368 is divided by 4.0 af/acre the allowed acres is 92.0 acres. Which makes the two water rights additive with the 182.0 acres and the 92.0 acres equaling the total allowed acres of 274.0 acres.

Do you want me to prepare a lease application for 35-7594?

Greg Sullivan
Brockway Engineering
2016 North Washington Street, Suite 4
Twin Falls, Idaho 83301
208-736-8543

All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.

From: Kienholz, Mackenzie [mailto:Mackenzie.Kienholz@idwr.idaho.gov]
Sent: Friday, March 03, 2023 10:04 AM
To: Greg Sullivan <greg.sullivan@brockwayeng.com>
Subject: L&L Funk Water Supply Bank Package

Good morning Greg,

I am working on completing the initial intake for the Water Supply Bank lease/rental package for Lance and Lisa Funk, water rights 35-2210, 35-2599, 35-7488, 35-7489 & 35-14181, and I have a couple questions. First, I am assuming you have submitted ownership changes for the rights, but can you confirm this? Secondly, water right 35-2210 is completely overlapped by and has a combined limit with 35-7594. Did you intend to submit an application to lease a portion of 35-7594 or was there a specific reason it was excluded?

Thank you,

Mackenzie Kienholz
Water Supply Bank Specialist

IDAHO DEPARTMENT OF WATER RESOURCES

Planning & Projects
Mackenzie.kienholz@idwr.idaho.gov
Phone: (208) 287-4822

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics
Hydrology
Water Resources

RECEIVED
FEB 27 2023
DEPARTMENT OF
WATER RESOURCES

February 24, 2023

Mary Condon
Idaho Water Supply Bank
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: Lance and Lisa Funk 2023 Lease and Rental

Dear Ms. Condon:

Attached to this letter is the lease application of 164.0 acres under water rights 35-7488, 35-2599, 35-7489 and 35-14181, a lease application for 111.0 acres from water right 35-2210 and a rental of the 275.0 acres for the 2023 irrigation season. The rental will be limited to 269.0 acres of irrigation.

Portions of water rights 35-7488, 35-2599, 35-7489, 35-14181 and 35-2210 have been purchased by Lance and Lisa Funk. The ownership change documents have been submitted to the eastern IDWR office.

ESPA model analysis indicates that mitigation due to the rental is not required.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Lance Funk
Enc: Lease Applications, Rental Application, Aerial Maps, Attachment 1A, CRP Contract Information, ESPA Model Analysis for Rental, Warranty Deeds, Brockway Engineering Check # 17336 for $750.00

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

2612 + 2613 & 2619

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little Director Gary Spackman

February 14, 2023

EQUITABLE FINANCIAL LIFE INSURANCE CO
C/O AXA EQUITABLE AGRIFINANCE LLC
6300 C ST SW
CEDAR RAPIDS IA 52404-7470

RE: Notice of Security Interest for Water Right/Permit No(s): 35-2210, 35-2599, 35-2685, 35-7488, 35-7489, 35-7594, 35-13046, 35-13121, 35-14181

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Please note your application indicates the current owner should be listed as Lance and Lisa Funk. According to the records filed with the department the current owner is Grandview Ranch LLC. In order to update the ownership of the water right, a Notice of Change in Water Right Ownership application, evidence of ownership and filing fee is required.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: GRANDVIEW RANCH LLC
BAKER & HARRIS

SCANNED
FEB 14 2023

MEMORANDUM

TO: Water Right File

FROM: Water Rights Section

DATE: August 3, 2021

RE: Confidential Documents Removed From This Water Right File

On June 21, 2021, Shelley Keen instructed the Water Rights Section to remove confidential documents and insert a brief memo informing IDWR staff members of the removal of confidential documents from the water right file. If IDWR staff members need to review the confidential documents, they may ask Water Rights Section staff members for access to the confidential documents. The confidential documents removed from this water right file are not public record and IDWR staff members should not distribute these confidential documents to the public.

SCANNED