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. 35-7594
(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 # C117903
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 the 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

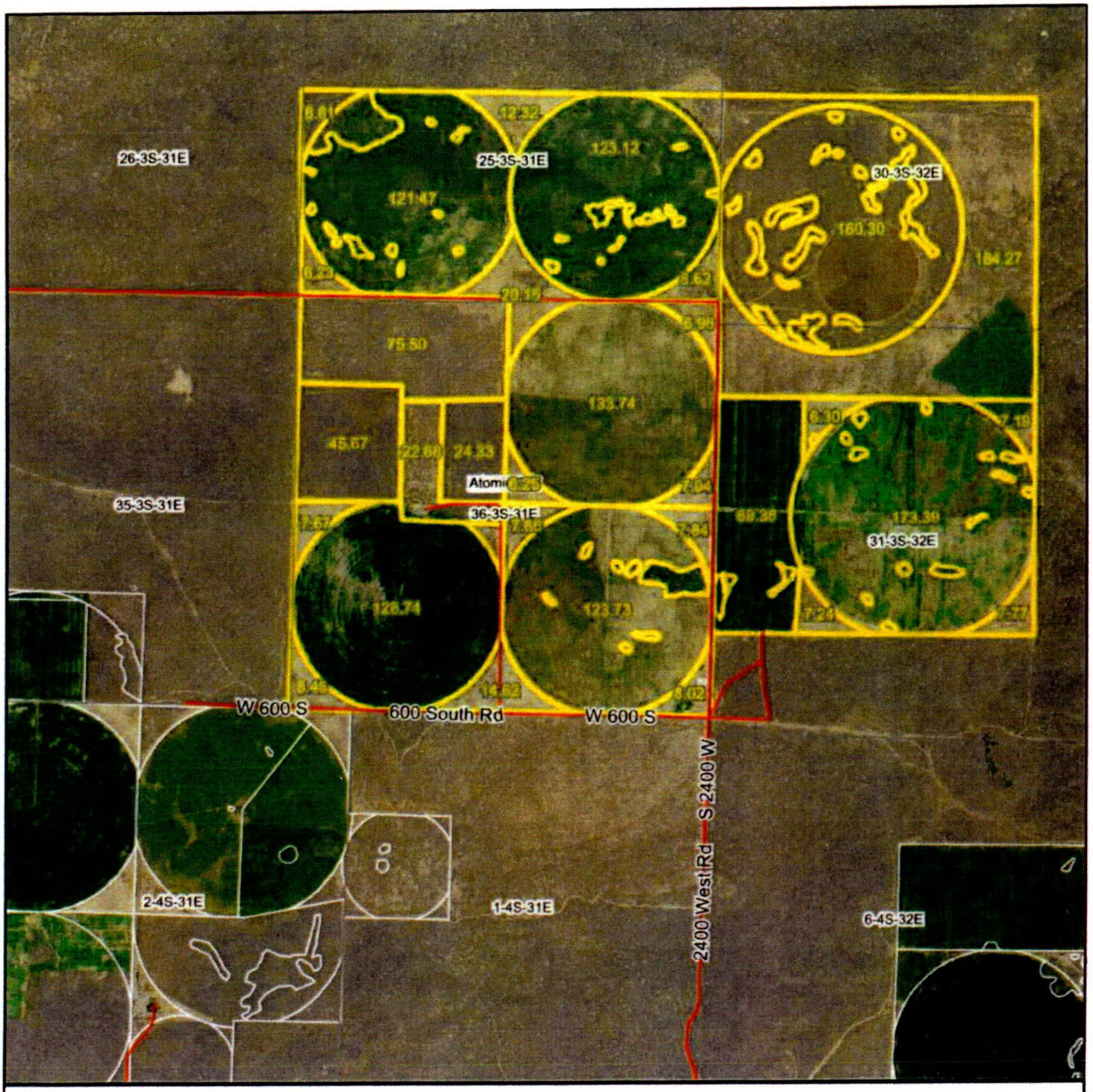
1. Water Right Number	Nature of Use	Leased Rate (cfs)	Leased Volume (af)	Leased Acres (ac)
35-7594	Irrigation	1.33	149.1	111.0
	Total Amounts:	1.33	149.1	111.0

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

Aerial Map



Map Center: 43.117058, -112.779172

0ft 1954ft 3907ft

36-3S-31E
Bingham County
Idaho

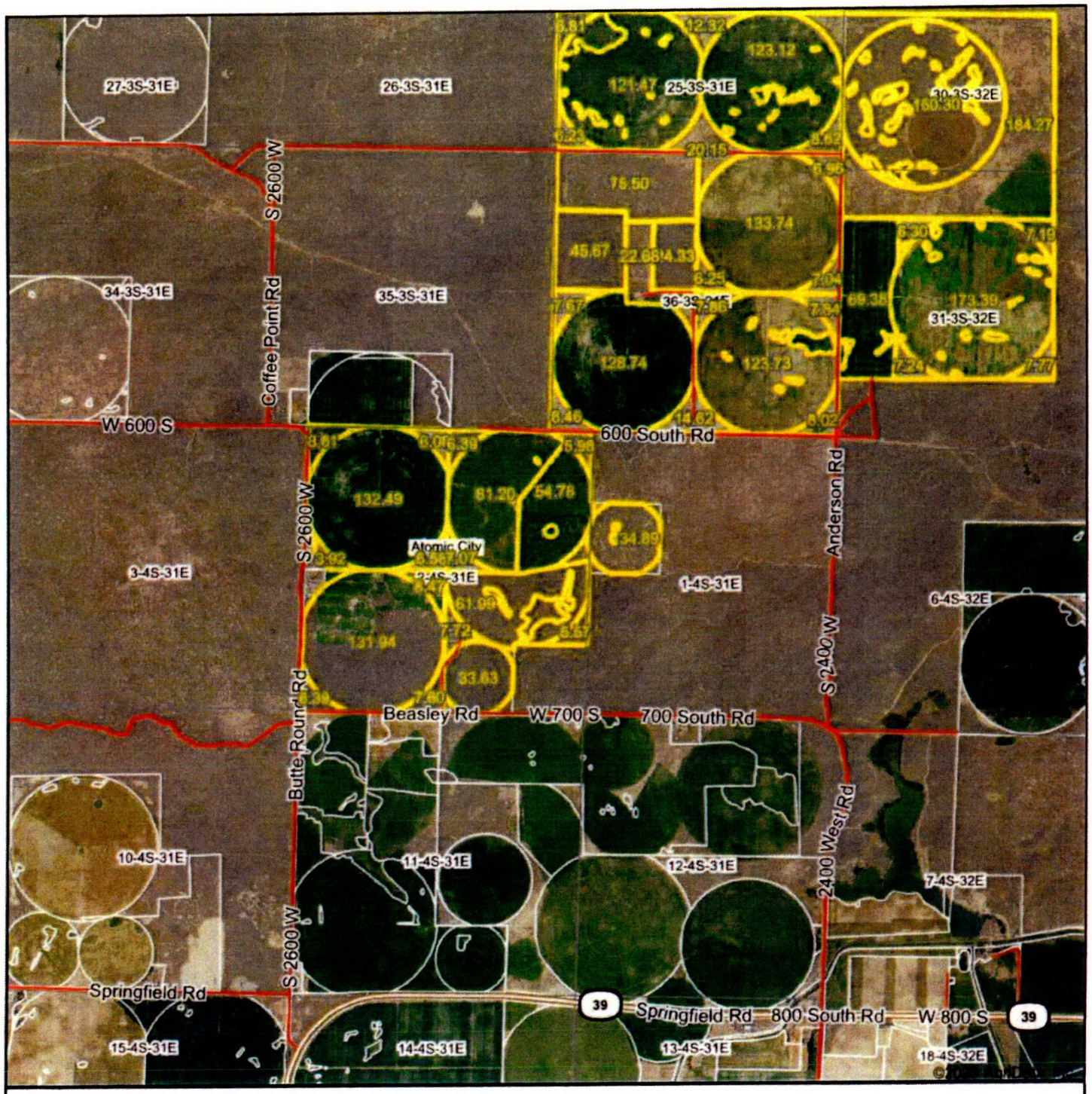
N
W E
S

2/15/2023

Maps Provided By
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc 2021 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.

Aerial Map



Map Center: 43.105255, -112.791202

0ft 2877ft 5755ft

2-4S-31E
Bingham County
Idaho

N
W E
S

2/15/2023

Maps Provided By
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc 2021 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.

This form is available electronically.

CRP-1 (10-22-15) — U.S. DEPARTMENT OF AGRICULTURE, Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

1. ST. & CO CODE & ADMIN. LOCATION: 16 011	2. SIGN-UP NUMBER: 36
3. CONTRACT NUMBER: 7770 7716	4. ACRES FOR ENROLLMENT: 70.00
5. FARM NUMBER: 6681	6. TRACT NUMBER(S): 26938
7A. COUNTY OFFICE ADDRESS (Include Zip Code): BINGHAM COUNTY FARM SERVICE AGENCY, 725 JENSEN GROVE DRIVE #2, BLACKFOOT, ID 83221-3847	8. OFFER (Select one): GENERAL ☐ ENVIRONMENTAL PRIORITY ✓
7B. TELEPHONE NUMBER (Include Area Code): (208) 785-2090 x2	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 01-01-2008 TO: [redacted]

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, which is Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.

10A. Rental Rate Per Acre	[redacted]
10B. Annual Contract Payment	[redacted]
10C. First Year Payment	$
(Item 10C applicable only to continuous signup when the first year payment is prorated.)	

11. Identification of CRP Land *(See Page 2 for additional space)*

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
26938	2	CP12 CP9	45.67	[redacted]
26938	3	CP12 CP9	24.33	[redacted]

12. PARTICIPANTS *(If more than three individuals are signing, see Page 3.)*

	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): GRANDVIEW RANCH LLC, 266 W BRIDGE ST, BLACKFOOT, ID 83221-2109	100.00%	Quigley E Baker	6-16-16
B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	%		
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	%		

13. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY) 6/16/16

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

☐ Original – County Office Copy ☐ Owner's Copy ☐ Operator's Copy

PCVI was not done with cover practice Voided 2/1/17.

EXPIRED

This form is available electronically.

CRP-1
(10-22-15)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

1. ST. & CO CODE & ADMIN. LOCATION: 16 011	2. SIGN-UP NUMBER: 36
3. CONTRACT NUMBER: 768B	4. ACRES FOR ENROLLMENT: 130.51
5. FARM NUMBER: 6681	6. TRACT NUMBER(S): 26911
8. OFFER (Select one): GENERAL ☐ ENVIRONMENTAL PRIORITY ✓	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2007 TO: (MM-DD-YYYY) [redacted]

7A. COUNTY OFFICE ADDRESS (Include Zip Code)
BINGHAM COUNTY FARM SERVICE AGENCY
725 JENSEN GROVE DRIVE #2
BLACKFOOT, ID 83221-3847

7B. TELEPHONE NUMBER (Include Area Code): (208) 785-2090 x2

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10A. Rental Rate Per Acre	[redacted]
10B. Annual Contract Payment	[redacted]
10C. First Year Payment	$
(Item 10C applicable only to continuous signup when the first year payment is prorated.)	

11. Identification of CRP Land *(See Page 2 for additional space)*

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
26911	3	CP2	34.89	[redacted]
26911	4	CP2	61.99	$ 0
26911	5	CP2	33.63	$ 0

12. PARTICIPANTS *(If more than three individuals are signing, see Page 3.)*

	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): GRANDVIEW RANCH LLC, 266 W BRIDGE ST, BLACKFOOT, ID 83221-2109	100.00%	Darrell Sisler	6-16-16
B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	%		
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	%		

13. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY) 6/16/16

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.*

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

☐ Original – County Office Copy ☐ Owner's Copy ☐ Operator's Copy

EXPIRED

CRP-1 (07-06-20) U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

1. ST. & CO. CODE & ADMIN. LOCATION	2. SIGN-UP NUMBER
16 011	55
3. CONTRACT NUMBER	4. ACRES FOR ENROLLMENT
11010	129.45

5A. COUNTY FSA OFFICE ADDRESS *(Include Zip Code)*
BINGHAM COUNTY FARM SERVICE AGENCY
725 JENSEN GROVE DRIVE #2
BLACKFOOT, ID 83221-3847

5B. COUNTY FSA OFFICE PHONE NUMBER *(Include Area Code)*: (208)785-2090 x2

6. TRACT NUMBER	7. CONTRACT PERIOD FROM: (MM-DD-YYYY)	TO: (MM-DD-YYYY)
27469	10-01-2021	10-01-2022

8. SIGNUP TYPE: CREP - Idaho-Eastern Snake River Plain

***THIS CONTRACT** is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.*

9A. Rental Rate Per Acre	[redacted]
9B. Annual Contract Payment	[redacted]
9C. First Year Payment	$
(Item 9C is applicable only when the first year payment is prorated.)	

10. Identification of CRP Land *(See Page 2 for additional space)*

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
27469	0001	CP2	129.45	[redacted]

11. PARTICIPANTS *(If more than three individuals are signing, see Page 3.)*

	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
A(1) PARTICIPANT'S NAME AND ADDRESS *(Include Zip Code)* GRANDVIEW RANCH LLC 266 W BRIDGE ST BLACKFOOT, ID 83221-2109	100.00 %			
B(1) PARTICIPANT'S NAME AND ADDRESS *(Include Zip Code)*	%			
C(1) PARTICIPANT'S NAME AND ADDRESS *(Include Zip Code)*	%			

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3831 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.*

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [illegible] and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Voluntarily terminated CREP contract due to loss of control of all land (Sale)
(REF: COC minutes of 12/14/22.)

Date Printed: 01/05/2023

11/22/22 TA/SK

CRP-1
(07-06-20)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

1. ST. & CO. CODE & ADMIN. LOCATION: 16 011
2. SIGN-UP NUMBER: 55
3. CONTRACT NUMBER: 11010
4. ACRES FOR ENROLLMENT: 129.45
6. TRACT NUMBER: 27469
7. CONTRACT PERIOD — FROM: (MM-DD-YYYY): 10-01-2021 — TO: (MM-DD-YYYY): 9-30-2031

6A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)
BINGHAM COUNTY FARM SERVICE AGENCY
725 JENSEN GROVE DRIVE #2
BLACKFOOT, ID 83221-5847

5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (208) 785-2590 x2

8. SIGNUP TYPE: CREP - Idaho-Eastern Snake River Plain

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions of this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT, PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-3C, or CRP-3C3, as applicable.

9A. Rental Rate Per Acre: [redacted]
9B. Annual Contract Payment: [redacted]
9C. First Year Payment: $ [redacted]
(Item 9C is applicable only when the first year payment is prorated.)

10. Identification of CRP Land *(See Page 2 for additional space)*

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
27469	0001	CP2	129.45	[redacted]

11. PARTICIPANTS *(If more than three individuals are signing, see Page 3.)*

	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) GRANDVIEW RANCH LLC 266 W BRIDGE ST BLACKFOOT, ID 83221-2109	100.00 %	Douglas R Bilyeu 7-16-2021		07-16-2021
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			

12. CCC USE ONLY — A. SIGNATURE OF CCC REPRESENTATIVE: TONY POTTER — Digitally signed by TONY POTTER, Date: 2021.09.14 16:06:00 -06'00' — B. DATE (MM-DD-YYYY): 9/30/2021

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC [illegible]) and other applicable authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information may be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be shared with other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.*

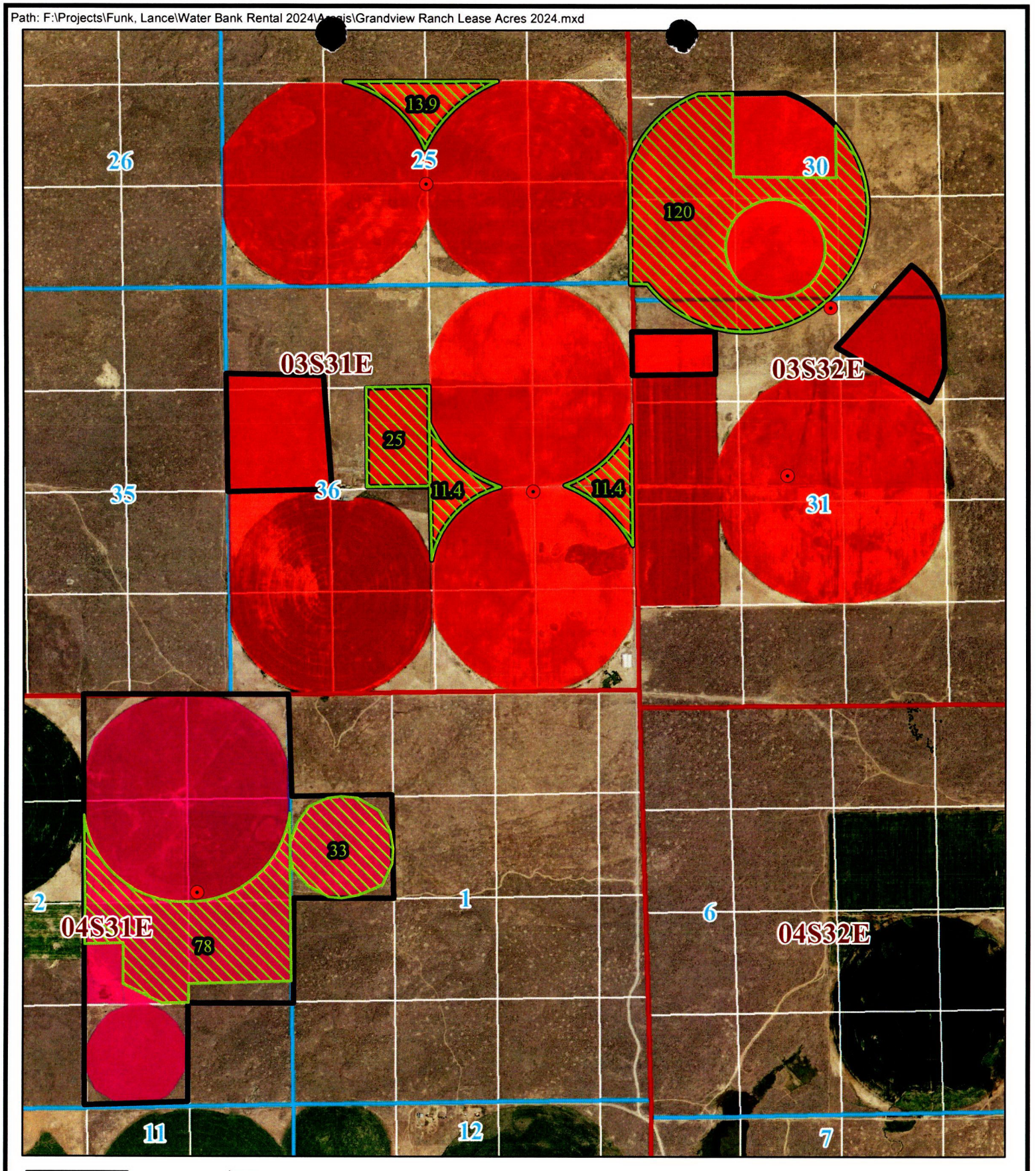
Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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Date Printed: 07/15/2021


Path: F:\Projects\Funk, Lance\Water Bank Rental 2024\Arcgis\Grandview Ranch Lease Acres 2024.mxd
26
25
139
30
120
03S31E
03S32E
25
35
36
11.4
11.4
31
33
2
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04S31E
78
04S32E
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12
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0.5
Miles
GRANDVIEW RANCH LLC
FUNK ACRES
NAIP 2021 AERIAL
Legend
Wells
2024_Lease_Acres
Acres Purcased
South_Grandview_WRs
North_Grandview_WRs
N
BROCKWAY ENGINEERING,PLLC.
GWS 3/7/2023

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 28 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 7-10-23

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

By Lisa D Funk
Title owner
Date ~~8-23-23~~ 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 28 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 18 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

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
MAR 17 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. 35-7594
(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 $ 250.00 Received By: Date Received 6/22/23 Receipt # 8039833

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

SCANNED
SEP 28 2023

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.**

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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.

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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	Lisa Funk Printed Name	3-15-22 Date
Signature of Authorized Representative	Lisa Funk Printed Name	3-15-22 Date

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

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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: 35-7594

Nature of Use	Leased Rate (cfs)	Leased Volume (af)	Leased Acres (ac)
Irrigation	1.33	149.1	111.0
Total Amounts:	1.33	149.1	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

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

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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.

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

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

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SEP 28 2023

Form 42-248(9) 3/22

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Department of Water Resour
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 $225.00

Processed by AJ Date SCANNED SEP 28 2023 WR JB Date 2/14/2023

SUPPORT DATA IN FILE # 35-2210

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.

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SEP 16 2023