

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 962

RECEIVED

OCT 28 2025

DEPARTMENT OF
WATER RESOURCES

This is to certify that:

COUNTY LINE FARMS
C/O MONTY & CAROLINE FUNK PO
BOX 360
AMERICAN FALLS, ID 83211

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
29-2395	2/28/1958	GROUND WATER	1.39	566.0	141.5	0.010	4.00
21-7007	12/2/1968	GROUND WATER	0.81	193.5	64.5	0.013	3.00
35-13855	2/14/1961	GROUND WATER	0.06	20.0	5.0	0.012	4.00
31-7094	9/28/1973	GROUND WATER	0.58	115.2	38.4	0.015	3.00
Rental Totals			2.84	894.7	249.4	0.011	3.59

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2025. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2025, whichever occurs last.

Annual Rental Fee:

2025: \$29,525.10

The full fee for the rental of the above-described right(s) is \$29,525.10 for 2025. The rental fee includes an administrative fee of \$2,952.51 for 2025.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate/Acre (CFS/AC)	Volume/Acre (AF/AC)
IRRIGATION	2.84	786.0	196.5	0.015	4.00
Combined Total	2.84	786.0	196.5	0.015	4.00

**The authorized water usage reflects a reduction from the water right elements rented to account for ESPA required mitigation offset.*

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 962

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:



Signature of Renter

10-22-2025

Date

Monter Park

Printed Name

10-22-2025

Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By 

BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Date 10/29/25

Rental approved by IDWR 

Date 10/29/25

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 962

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SWNW Sec. 20, Twp 06S, Rge 29E, POWER County

BENEFICIAL USE
IRRIGATION

DIVERSION RATE
2.87 CFS

VOLUME
786.0 AF

SEASON OF USE

Water Right No.	From	To
31-7094	4/1	10/31
29-2395	4/1	10/31
21-7007	4/1	10/31
35-13855	4/1	10/31

RENTERS PLACE OF USE: 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	
06S	29E	20		31.4	32.5		34.6	31.6	31.3	35.1									196.5

Total Acres: 196.5

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental agreement does not authorize the construction of a well.
10. This rental agreement when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 962

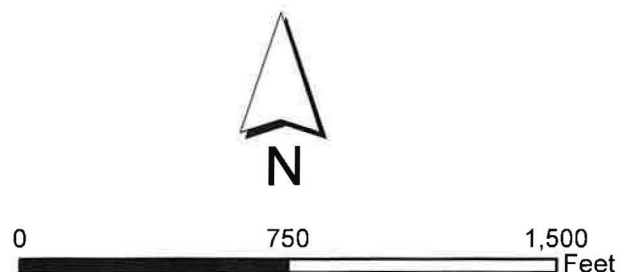
Effective until December 31, 2025

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



Legend

- Rental POD
- Rental POU
- Township/Range
- Sections
- QQ



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 962

11. Use of water under this right 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.
12. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
13. Prior to diversion and use of water under this rental agreement, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.

Idaho Department of Water Resources Receipt

Receipt ID: C123808

Payment Amount \$29,525.10 Date Received 10/28/2025 Region STATE

Payment Type Check Check Number 51167

Payer MONTY & CAROLINE FUNK PARTNERSHIP

Comments WATER SUPPLY BANK RENTAL AGREEMENT
RENTER NAME: COUNTY LINE FARMS
RENTAL AGREEMENT # 962
FOR WR # 21-7007, 29-2395, 31-7094, 35-13855
FOR YEAR 2025

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$26,572.59	WATER BANK-OWNER SHARE	29512	0490	1		1205
\$2,952.51	WATER BANK-DEPARTMENT SHARE	55113	0229	21		1205


Signature Line (Department Representative)



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

10/29/2025

COUNTY LINE FARMS
C/O MONTY & CAROLINE FUNK
PO BOX 360
AMERICAN FALLS, ID 83211

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 29-2395, 21-7007, 35-13855 & 31-7094, AGREEMENT 962**

Dear Renter:

Please find enclosed a receipt in the amount of **\$29,525.10** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 786.0 acre-feet of water for irrigation of 196.5 acres during 2026. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$26,572.59 of the rental fee will be paid to the lessor(s) and 10% or \$ 2,952.51 will be retained by the department to offset administrative costs for 2025.

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

Sincerely,

Kris Margheim

for
Water Supply Bank

Enclosures: Receipt No. C123808
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Regional Office (via email)
Jason Helms (via email)