

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT NO. 185

This is to certify that:

RUSSELL WEIRSMAN
510 LINCOLN STREET
TWIN FALLS, ID 83301

RECEIVED

AUG 18 2017

DEPARTMENT OF
WATER RESOURCES

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)
36-16458	9/23/1965	GROUND WATER	0.03	7.9	2.0	0.02	4.0
36-16460	2/15/1974	GROUND WATER	0.02	4.4	1.1	0.02	4.0
Combined Limit Totals			0.03	N/A	N/A		
Combined Rental Totals			0.03	12.30	3.1	0.02	4.0

Term of Rental: This rental shall take effect when all parties have signed it and shall continue in effect until December 31, 2017

Annual Rental Fee:

2017: \$209.10

The full fee for the rental of the above-described right(s) is \$209.10 for 2017. The rental fee includes an administrative fee of \$20.91 for 2017.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
COMMERCIAL	0.03	5.4
Combined Total	0.03	5.4

* The authorized water usage reflects a reduction from the water right elements rented, to account for a change in nature of use

Detailed water right conditions are attached.

SUPPORT DATA

IN FILE # 36-16458

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT NO. 185

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

8-10-17
Date

Russell Wiersma
Printed Name

Owner
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, Acting Administrator
Idaho Water Resource Board

Date 8/18/2017

Rental approved by IDWR 

Date 8-18-2017

WATER SUPPLY BANK RENTAL AGREEMENT NO. 185

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SENW Sec. 18, Twp 10S, Rge 24E, MINIDOKA County

Beneficial Use
COMMERCIAL

Diversion Rate
0.03 CFS

Volume
5.40 AF

BENEFICIAL USE & SEASON OF USE

Water Right No.	From	To
36-16458	8/1	12/31
36-16460	8/1	12/31

RENTERS PLACE OF USE: COMMERCIAL

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	24E	18								X									X

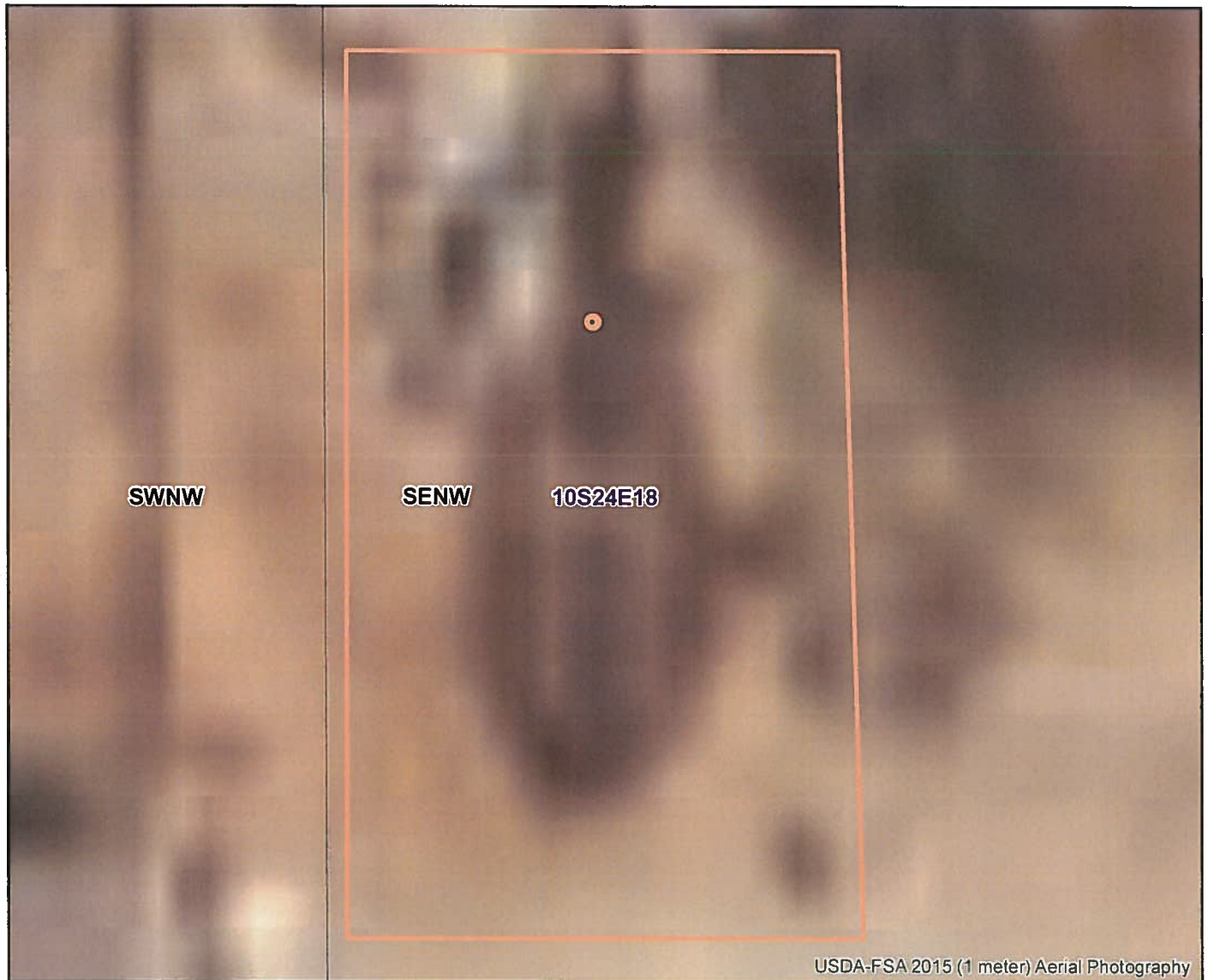
RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

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 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.
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. 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.
7. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
8. This rental agreement does not authorize the construction of a well.
9. This rental does not grant any right-of-way or easement on the property of another party.
10. The water rented under this agreement is appurtenant to irrigation of 3.1 acres.
11. Commercial use is for a Truck Wash.
12. 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. 130.

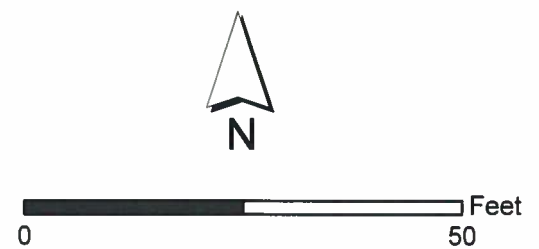
Idaho Water Resource Board
Water Supply Bank Rental Agreement No. 185

Effective until December 31, 2017

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



-  Authorized Rental Point of Diversion
-  Authorized Rental Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

JUN 09 2017

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANKApplicant Name: Russell Weirama

Is this application being submitted with a lease application as a lease/rental package?

Yes ☒ No ☐

If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

		Yes		
		☒	Completed <i>Application to Rent Water from the Board's Water Supply Bank</i>	
		☐	Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank	
Attachment	N/A	Yes		
2		☒	A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request	
3A	☐	☒	Detailed information on a proposed use of rental water	
3F	☐	☒	Authorization from the owner/operator of the rental point(s) of diversion	
3H	☐	☒	Water modeling to account for the impacts of the rental request	
3J	☐	☒	Documents justifying a rate of flow greater than 0.02 cfs/acre	
3K	☐	☒	Authorization from the owner/operator of the property at the proposed rental place(s) of use	
4B	☐	☒	Explanation of how the rental water will sufficiently accomplish your rental purposes	
4C	☐	☒	Explanation of consumptive use amounts for water rights experiencing a change in nature of use	

Department Use Only – Proposed Water Right(s)

App# 847

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

- A. Applicant Russell Weirama.
Mailing Address 510 Lincoln Street Twin Falls ID 83301
Street City State Zip Code
Email Address rwedutch@hotmail.com Phone Number 208 420 7478
- B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐
If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.
- Representative Robert Ohlenschlen Professional Title _____
Organization O&H Associates. Relationship to Applicant Consultant.
Mailing Address 450 Falls Ave Ste 106. Twin Falls, ID 83301
Email Address bob.ohlens@gmail.com Phone Number 208 736-6081 office
208 539-1279 cell

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental 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 irrigate. Attach the map to this application and label it Attachment 2. - Attached map.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

- A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them Attachment 3A:

Document 3A Attached.

- B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
<u>.007</u> CFS	<u>1.4 AF / 4 mo</u> AF	CFS	AF	AC

* Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

- C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
<u>6/1/2017</u>	<u>7/1/2017</u>	☒ 1	☐ 2	☐ 3	☐ 4	☐ 5	☒ Process application as soon as possible	☐ Return application to applicant

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):

Water will be diverted via Sandpoint well

- E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
Sandpoint Well Pump	Shallow groundwater	NONE

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

Location. Lat - 42° 33' 23.62" N Long - 113° 42' 7.91" W

- F. Has documented consent from all relevant water delivery entities been obtained? Yes ☐ N/A ☒
If yes, include documented consent as Attachment 3F.

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes ☒ No ☐
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

- H. Has water modeling been provided with your rental request? Yes ☒ N/A ☐
If yes, label modeling Attachment 3 H.
Rental applications that require modeling will be returned if modeling is not provided.

- I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

- ☐ Irrigation _____ (number of acres) Duration: Subject to IDWR standard seasons of use
- ☒ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: 6/1 (mm/dd) to: 12/31 (mm/dd)
- ☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

- J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A ☐ Yes ☐ No ☒
If yes, justify the rate of flow and attach any supporting documents as Attachment 3J. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

Diversion Rate .007 cfs.

- K. Do you own the land at the proposed rental place of use (POU)? Yes ☒ No ☐
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it Attachment 3K.

Purchase & Sale Agreement Attached

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:

N/A

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☒ No ☐

If yes, specify below the elements of the water rights you are requesting to rent. If no, continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via [IDWR's website](#).

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request. For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
36-16458	IRRIGATION	1.01	415.5	103.8		1007	1.8	
36-16460	IRRIGATION	---						
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL			
						CFS	AF	AC

*Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it Attachment 4B:

1.8 Acre Feet will provide water to operate Truck wash until
5.4 Acre Feet can be Transferred From 36-13645, 36-76210 & 36-16211

C. Does your rental request propose to change the nature of use for any water right(s) being rented?

Yes ☒ No ☐

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it Attachment 4C:

This will result in change of use From Irrigation to Commercial
Water use For 4 months of Rental.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☒ No ☐
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☒ No ☐
If yes, describe:

WE will request Transfer of S.4AF From combined right 36-13645, 36-16210 & 36-16211. This request is to allow the truck washout to operate legally until the transfer is approved

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☒
If yes, describe the date and location of the NOV.

The Facility is being purchased and during due diligence it was discovered that adequate rights did not exist

- D. Additional Information

DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.


Signature of Applicant

Russell Vierma
Printed Name of Applicant

5/24/17
Date


Signature of Representative

Robert Ohlensellen
Printed Name of Representative

5/24/17
Date

Mail to:

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

STATE OF IDAHO
WATER RESOURCE BOARD

Water Modeling Requirement Information Sheet

Information on water modeling requirements for rental requests within special administrative areas

Important information on requesting rental water within special administrative areas: Refer to the information below to determine whether the modeling of potential impacts from your rental request is necessary. Use Section 4 of the rental application to identify selected water rights. **If you submit an application to rent water from within a special administrative area and water modeling is required, your rental request will be returned if water modeling is not provided.**

Water modeling may be required when an application to rent water involves one of two scenarios:

Scenario 1: The rental request proposes to divert water from a regulated water source and/or within a special administrative area AND the distance between the rental point(s) of diversion (POD) and the POD(s) for the leased water right(s) is greater than the administratively established, acceptable distance.

Regulated water sources may areas include:

- A. Ground water resources within the modeled area of the Eastern Snake Plain Aquifer (ESPA) and tributary aquifers;
- B. Ground water within Ground Water Management Areas (GWMAs) or Critical Ground Water Areas (CGWAs);
- C. Water resources within other specified administrative areas, as established by the Idaho Water Resource Board (IWRB) or the Idaho Department of Water Resources.

The distance between any rental POD(s) and the POD(s) for a leased water right to be rented is important. On the ESPA, distance is measured in terms of model cells that cover an area of one square mile. Ground water modeling is not required if lease POD(s) and rental POD(s) are located within the same model cell or within adjacent model cells. If the lease and rental PODs are separated by more than one model cell groundwater modeling must be completed using the IDWR ESPA Transfer Tool and modeling results must be submitted with the rental application. ESPA modeling tools can be accessed and freely downloaded from IDWR's website by visiting: www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.

Ground water modeling may be required within GWMAs, CGWAs or other regulated administrative areas. Applicants who desire to rent water within an established GWMA, CGWA or other regulated administrative area should consult IDWR's website before submitting their application to review the current status of administrative orders related to regulated administrative areas. Consult www.idwr.idaho.gov/WaterInformation/GroundWaterManagement/designated_areas.htm for information on GWMAs or CGWAs, visit <https://idwr.maps.arcgis.com/home/> to use mapping tools to find other regulated areas.

Applicants interested in renting water within a GWMA, CGWA or other regulated administrative areas should request water rights that have been leased into the Bank from within the same administrative area. Generally, the Bank will not permit a rental of water within a regulated administrative area if the leased water rights are not located within that same administrative area.

Scenario 2: A rental request proposes to divert water from a different but hydraulically connected water source.

Modeling situations may include:

- A. Rental requests that propose to divert surface water rights via ground water POD(s) (wells); and
- B. Rental requests that propose to divert ground water from one aquifer when the right being rented authorizes the diversion of ground water from a hydraulically connected, tributary aquifer.

Rental requests that propose to divert surface water rights from ground water points of diversion may be considered if ground water modeling establishes that the surface and ground water resources are directly and immediately hydraulically connected. An acceptable hydraulic connection occurs when at least 50 percent of the total depletions from a well are detectable from the original water source within a 24 hour period. The existing (leased) POD and proposed (rental) POD must be proximate such that diversion and use of water from the proposed POD would have substantially the same effect on the hydraulically-connected source as diversion and use of water from the original POD.

Requests to rent ground water across tributary aquifer sources may be considered if ground water modeling is provided to demonstrate that two aquifers are hydraulically connected and the anticipated impacts of diverting ground water from one source through the other is modeled accordingly.

For more information about rental application requirements, contact IDWR at (208) 287-4800.

NMNMW

NENW

200 W

10S23E13

10S24E18

SWNMW

SENMW

Point of Diversion & Point of Use



Attachment 3A

The water that is being requested to be rented from the water bank will be used to operate a truck washout facility at 428 S 200 W in Rupert, Idaho. The truck wash is used to clean livestock trailers after they have delivered the livestock to their destination. The effluent from the wash out has been inspected and approved by the Idaho State Department of Agriculture and is currently in compliance.

The calculation of the amount of water that is needed was made by measuring the output from the pump by timing the amount of time that it took to fill a 5 gallon bucket. This procedure was repeated a number of times and the average time was used. The time to fill the bucket was 20 seconds which would result in an output of 15 gpm. Several of the trucks were timed as they were being washed and the average time to clean the trucks was 37 minutes so the time was rounded to 40 minutes per truck which would result in 600 gallons per truck wash. The total number of washes per day would be an average of no more than 8 trucks per day. The truck wash is operational 365 days per year. The total water needed to operate the truck wash would be 365 days x 8 trucks per day x 600 gallons = 1,752,000 gallons per year = 5.37 acre feet per year or 5.4 acre feet.

The water will be drawn from a sandpoint well that currently exists but has not been permitted for use as a commercial water source. The owners will be requesting a transfer of 5.4 acre feet of water from an existing permitted commercial water source associated with a dairy operation that is located at the same site. The water rights associated with the dairy operation are 3613645, 36-1621 and 36-16211.

PREPARED BY: Robert O'Hanlon
DATE: 5/24/2017

BLUE CELLS ARE SET UP FOR
USER ENTRIES

HISTORIC BENEFICIAL USE:

[illegible]

1

One-Way Analysis of Independent Transfers

3-44

Enter Information for First Transfer Here

WR No.	Div.	Rate	Con. Vol.	No. of Ir.	Priority	POD	Dedicated Vol.	Model
(CFS)	(AF/A)	(AFA)	Acres	Date	Location	AFA/A AFT	Node	

Transfer 1: Input Water Right Conditions Prior to Transfer

Transfer 1: Input Water Right Conditions Following Transfer

Impact by Reach (A/F/Trimester)											
Astion to	Heise to	Shelley to	Nr Bickit to	Neeley to	Mindoka to	Dev. Wbl. To	Bunt to	Kspr to	Kspr to	Mald to	Mald to
Reaching	Shelley	Nr Bickit	Neeley	Mindoka	Bunt	Kspr	Kspr	Mald	Mald	Bancroft	Bancroft
Pre-SS	0.03	0.08	0.23	0.72	0.04	0.20	0.23	0.10	0.06	0.06	0.00
Post-SS	0.03	0.08	0.23	0.72	0.04	0.20	0.23	0.10	0.06	0.06	0.00
Pre-TS	0.03	0.08	0.23	0.72	0.04	0.22	0.23	0.10	0.06	0.06	0.00
Post-TS	0.03	0.08	0.23	0.72	0.04	0.22	0.24	0.11	0.07	0.06	0.00

Steady State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2: > 2 AFT:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - >10% of Total:	1.5%	4.3%	13.0%	41.2%	2.2%	11.6%	13.1%	5.9%	3.7%	3.4%	0.2%
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Redd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.2%	6.6%	4.0%	3.9%	3.8%	3.4%	3.1%
Mitigation Check 2: > 2.01 AFT:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Redd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter Information for 2nd Transfer Here

WR No.	Div.	Rate	Con. Vol.	No. of Ir.	Priority	POD	Dedicated Vol.	Model
(CFS)	(AF/A)	(AFA)	Acres	Date	Location	AFA/A AFT	Node	

Transfer 2: Input Water Right Conditions Prior to Transfer

Transfer 2: Input Water Right Conditions Following Transfer

Impact by Reach (A/F/Trimester)											
Astion to	Heise to	Shelley to	Nr Bickit to	Neeley to	Mindoka to	Dev. Wbl. To	Bunt to	Kspr to	Kspr to	Mald to	Mald to
Reaching	Shelley	Nr Bickit	Neeley	Mindoka	Bunt	Kspr	Kspr	Mald	Mald	Bancroft	Bancroft
Pre-SS	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Post-SS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pre-TS	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Post-TS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Steady State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2: > 2 AFT:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - >10% of Total:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Redd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2: > 2.01 AFT:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Redd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter Information for 3rd Transfer Here

WR No.	Div.	Rate	Con. Vol.	No. of Ir.	Priority	POD	Dedicated Vol.	Model
(CFS)	(AF/A)	(AFA)	Acres	Date	Location	AFA/A AFT	Node	

Transfer 3: Input Water Right Conditions Prior to Transfer

Transfer 3: Input Water Right Conditions Following Transfer

Impact by Reach (A/F/Trimester)											
Astion to	Heise to	Shelley to	Nr Bickit to	Neeley to	Mindoka to	Dev. Wbl. To	Bunt to	Kspr to	Kspr to	Mald to	Mald to
Reaching	Shelley	Nr Bickit	Neeley	Mindoka	Bunt	Kspr	Kspr	Mald	Mald	Bancroft	Bancroft
Pre-SS	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Post-SS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pre-TS	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Post-TS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Steady State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2: > 2 AFT:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - >10% of Total:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Redd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2: > 2.01 AFT:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Redd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter Information for 4th Transfer Here

Impact by Reach (A/F/Trimester)



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 21, 2017

RUSSELL WEIRSMA
510 LINCOLN ST
TWIN FALLS ID 83301

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 36-16458 and 36-16460**

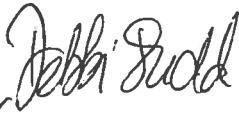
Dear Renter:

Please find enclosed a receipt in the amount of **\$209.10** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 12.30 acre-feet of water for commercial use during 2017. 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 \$188.19 of the rental fee will be paid to the lessor(s) and 10% or \$20.91 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,


Jebb Studd

Water Supply Bank

Enclosures: Receipt No. C104003
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Corey Skinner – IDWR Southern Regional Office
Nathan Erickson – State Water District No. 130
Robert Ohlensehlen – O & H Associates
Annette Roth – Title One



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 8, 2017

RUSSELL WEIRSMAN
510 LINCOLN ST
TWIN FALLS ID 83301

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 36-16458 and 36-16460

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

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$209.10 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 12.30 acre-feet.

Please send a check for \$209.10 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$188.19 of the rental fee will be paid to the lessor(s) and 10% or \$20.91 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,

for Water Supply Bank

Enclosure

c: IDWR Front Desk
Robert Ohlensehlen

Webster, Clay

From: Skinner, Corey
Sent: Thursday, August 03, 2017 10:43 AM
To: Erickson, Nathan; Webster, Clay
Subject: RE: Watermaster and Regional Comments on Rental Application 847 Weirsma

I'm OK if Nathan is OK.

From: Erickson, Nathan
Sent: Thursday, August 03, 2017 10:40 AM
To: Webster, Clay <Clay.Webster@idwr.idaho.gov>; Skinner, Corey <Corey.Skinner@idwr.idaho.gov>
Subject: RE: Watermaster and Regional Comments on Rental Application 847 Weirsma

Clay,
I do not have any concerns with this rental.
Nathan

From: Webster, Clay
Sent: Monday, July 31, 2017 1:04 PM
To: Skinner, Corey <Corey.Skinner@idwr.idaho.gov>; Erickson, Nathan <Nathan.Erickson@idwr.idaho.gov>
Subject: FW: Watermaster and Regional Comments on Rental Application 847 Weirsma

Corey and Nathan,

I located more information about this operation and found that they require about 0.03 cfs to operate this truck wash. I have amended my memo to reflect what they will have to rent to get to that point.

Clay

From: Webster, Clay
Sent: Monday, July 31, 2017 10:25 AM
To: Erickson, Nathan <Nathan.Erickson@idwr.idaho.gov>; Skinner, Corey <Corey.Skinner@idwr.idaho.gov>
Subject: Watermaster and Regional Comments on Rental Application 847 Weirsma

Corey and Nathan,

We are currently processing this application. Do you have any concerns? Thanks

Sincerely,
Clay Webster
Water Resource Agent Sr.
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)

MEMORANDUM FOR AGREEMENT # 847

To: Water Right(s) 36-16458 & 36-16460
From: Clay Webster
Date: 7/31/2017
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: The department received the application to rent 0.007 cfs and 1.8 af for commercial use to operate a truck wash station in the SENW QQ of T10S, R24E, S18. From Robert Ohlensehlen of O&H Associates for Russell Weirsma.

The support documents sent show that the water use will divert 15 GPM which equates to about 0.03 cfs. (this would be their limiting factor) This will require them to rent 3.1 acres worth of the above mentioned rights to cover this use. The portions rented will be;

36-16458 0.03 cfs, 7.9 af and 2.0 acres.

36-16460 0.02 cfs, 4.4 af and 1.1 acres

This will give them limit of 0.03 cfs, 12.3 af

12.3 af / 4 af X 3 af (consumptive use) = 9.2 af. Limited to 5.4 af calculated for commercial use cleaning 8 trucks per day.

The application is to give coverage for a current truck washing operation. The water will be diverted from an existing sandpoint well which currently does not have a water right authorized.

AUTHORITY TO FILE: The current taxlot data shows that the property is currently owned by James and Lorien Stroud. However, Mr. Weirsma is in the process of purchasing the property. The department has had several phone calls from Annette Roth of Title One requesting notification of the approval of this rental agreement to facilitate the loan.

WATER RIGHT VALIDITY: 36-16458 was decreed 1/8/2002 (amended 5/18/2007) and 36-16460 was decreed and 1/8/2002 under water rights 36-2627 and 36-7443. The leased portion have been in the WSB since 2007. I have no validity concerns. Satellite imagery shows that the rights are being idled according to their lease.

INJURY TO OTHER WATER RIGHTS: The rental POD and Lease PODs are within the ESPA. The applicant submitted modeling and it was checked to verify that no mitigation is required. No other injury concerns are noted.

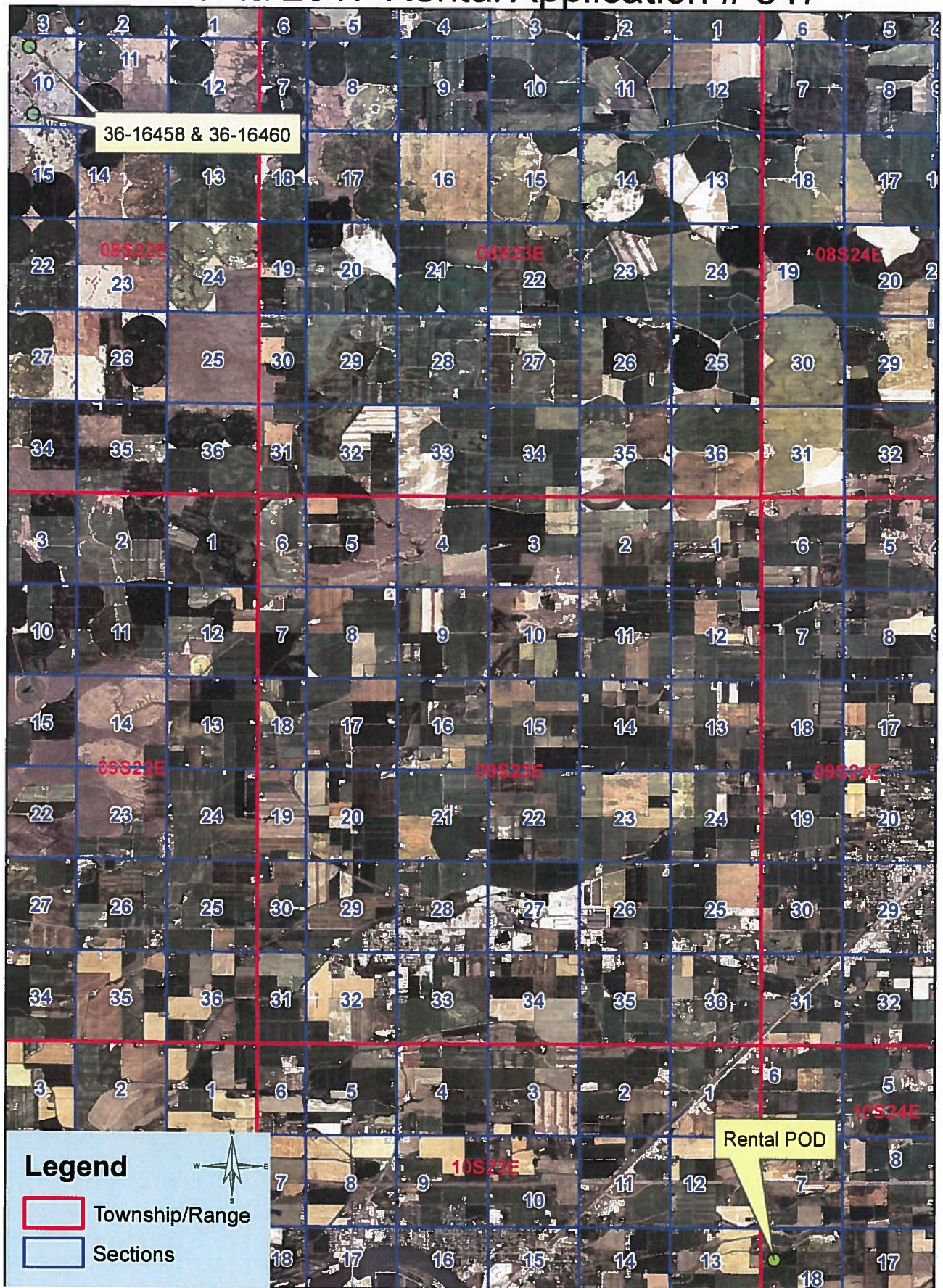
ENLARGEMENT OF USE: The applicant will only be able to rent the consumptive use portion of these rights for the change in nature of use. The property for the application has some rights under Cache Cow Farms LLC. Water rights 36-16210 and 36-16211, which were leased to the WSB from 1995 until May 2017, authorize commercial use for a dairy and stockwater use. There is also a domestic and stockwater right 36-13645. The Southern Regional office did an evaluation of the property and determined that the truck-wash was not covered by the commercial right for the dairy operation nor fell within the restrictions of the domestic right. (See the letter dated 5/24/2017).

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 rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The location for the rental PD is subject to Water District # 130.

Weirsma 2017 Rental Application # 847



ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPA

Cells this color are
set up for user entries

UPDATE
DATES

RUN
MODEL

GET
OUTPUT

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:
Rental 847

YEAR 1965
SEASON SPRING

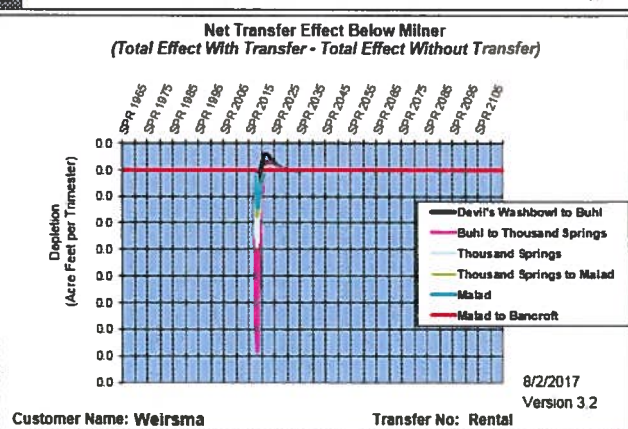
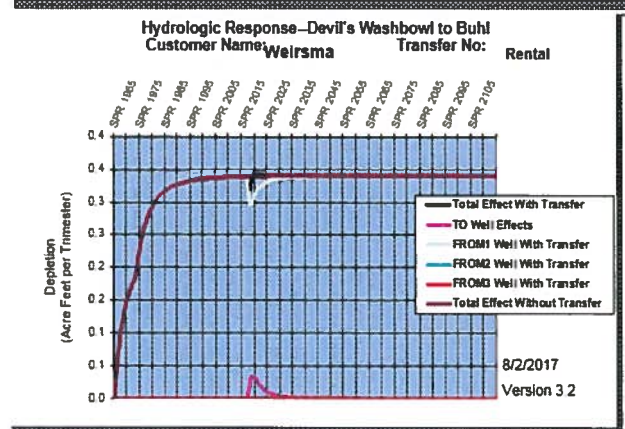
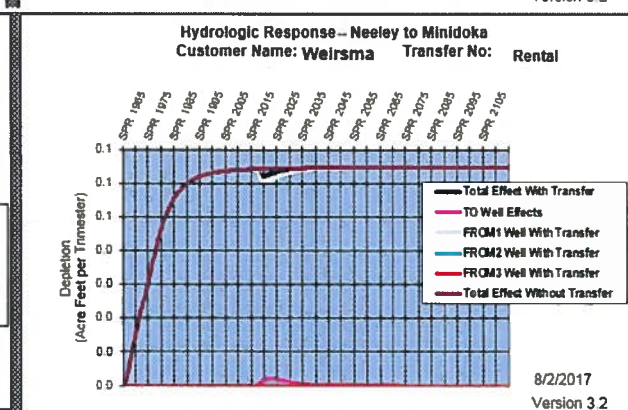
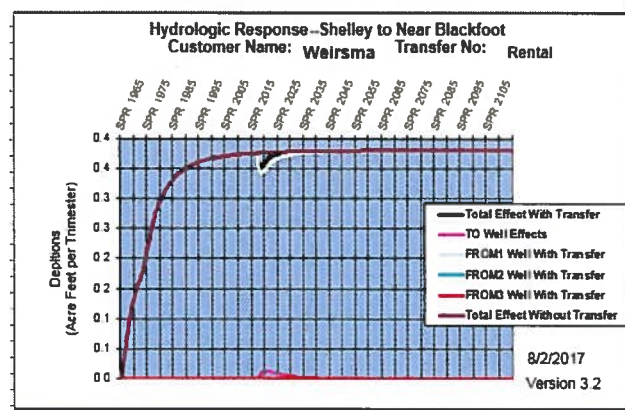
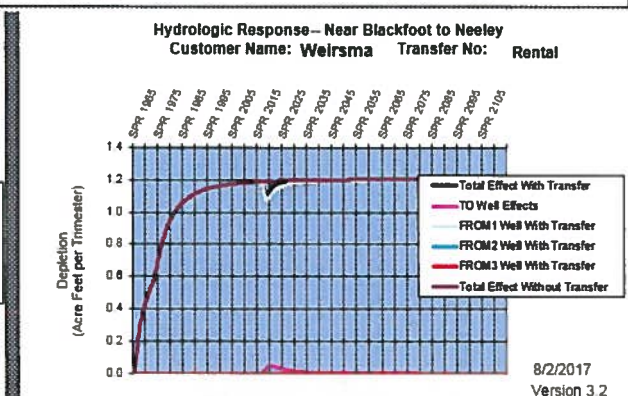
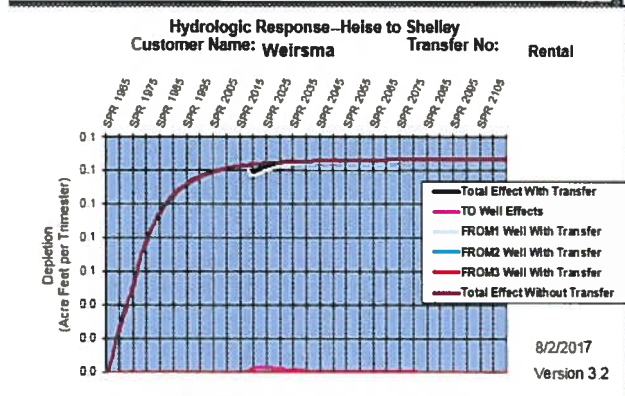
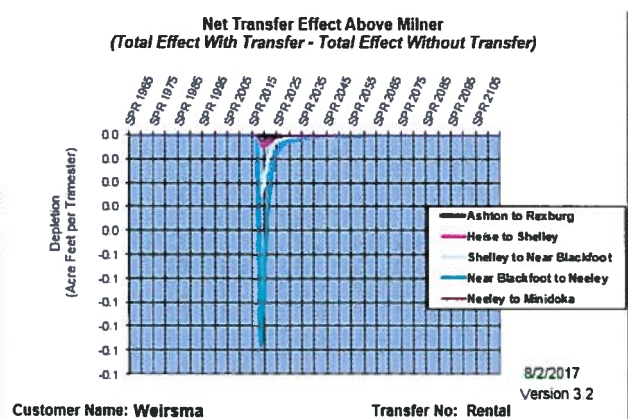
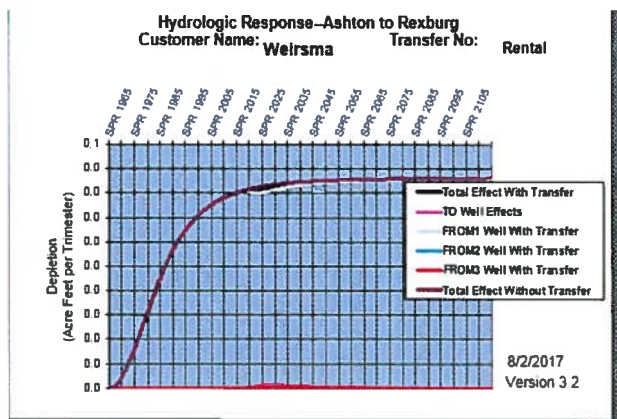
TRANSFER NAME:
Weirsma

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

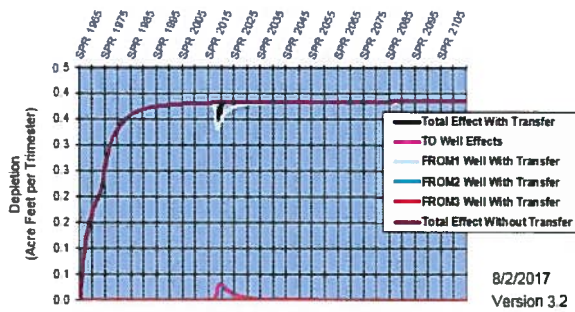
	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	86	70		
COLUMN	55	55		

TRIMESTER OF ACTIVITY	TO WELL Protected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
21 SPR 1965	0	0	0	0	0	0	0
22 SUM 1965	0	2	2	0	0	0	0
23 WIN 1965	0	2	2	0	0	0	0
24 SPR 1966	0	2	2	0	0	0	0
2 SPR 1972	0	2	2	0	0	0	0
3 SUM 1972	0	2	2	0	0	0	0
4 WIN 1972	0	2	2	0	0	0	0
5 SPR 1973	0	2	2	0	0	0	0
6 SUM 1973	0	2	2	0	0	0	0
7 WIN 1973	0	3	3	0	0	0	0
8 SPR 1974	0	3	3	0	0	0	0
9 SUM 1974	0	3	3	0	0	0	0
0 WIN 1974	0	3	3	0	0	0	0
1 SPR 1975	0	3	3	0	0	0	0
2 SUM 1975	0	3	3	0	0	0	0
3 WIN 1975	0	3	3	0	0	0	0
4 SPR 1976	0	3	3	0	0	0	0
174 SPR 2016	0	3	3	0	0	0	0
175 SUM 2016	0	3	3	0	0	0	0
176 WIN 2016	0	3	3	0	0	0	0
177 SPR 2017	0	3	3	0	0	0	0
178 SUM 2017	2	0	3	0	0	0	0
179 WIN 2017	2	0	3	0	0	0	0
180 SPR 2018	0	3	3	0	0	0	0
181 SUM 2018	0	3	3	0	0	0	0
182 WIN 2018	0	3	3	0	0	0	0
183 SPR 2019	0	3	3	0	0	0	0
184 SUM 2019	0	3	3	0	0	0	0
185 WIN 2019	0	3	3	0	0	0	0
186 SPR 2020	0	3	3	0	0	0	0

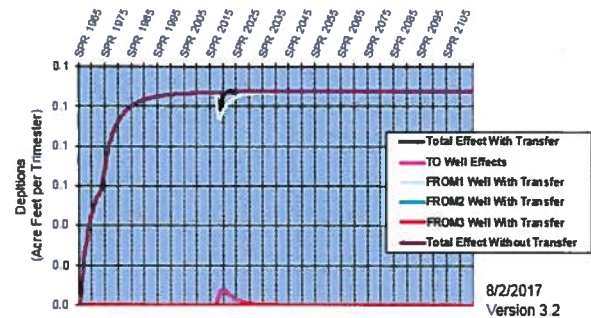


Customer Name: **Weirsm** Transfer No: **Rental**

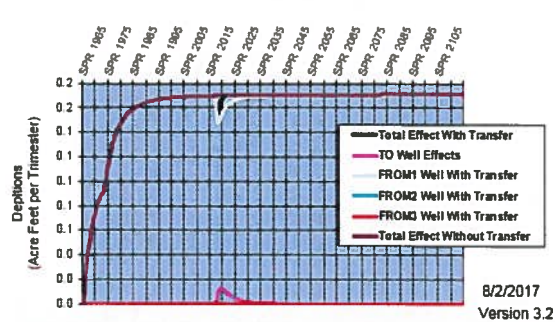
Hydrologic Response-Buhl to Thousand Springs
Customer Name: Weirsmas Transfer No: Rental



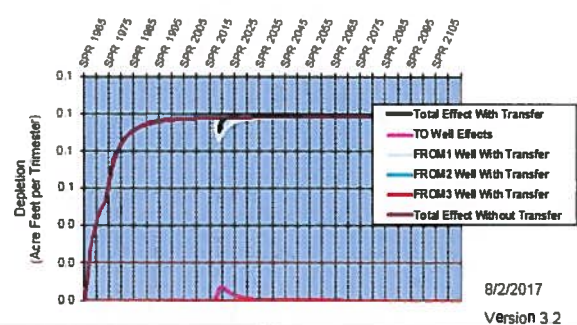
Hydrologic Response-Thousand Springs to Malad
Customer Name: Weirsmas Transfer No: Rental



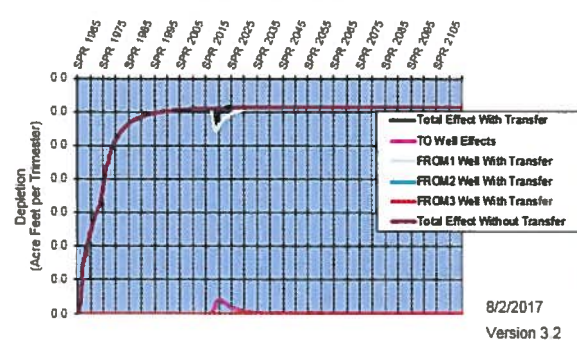
Hydrologic Response-Thousand Springs
Customer Name: Weirsmas Transfer No: Rental

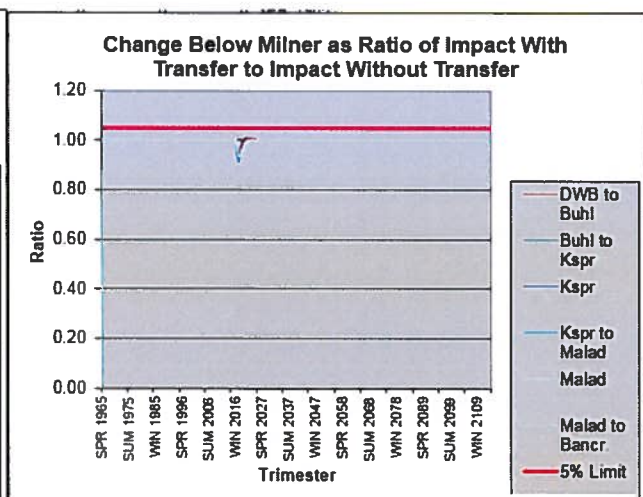
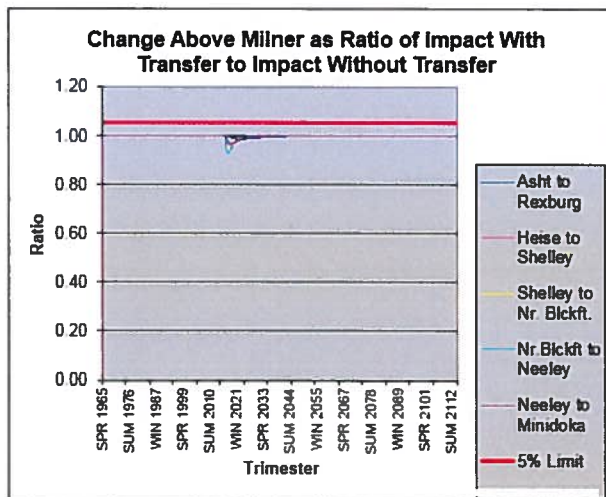


Hydrologic Response-Malad
Customer Name: Weirsmas Transfer No: Rental



Hydrologic Response-Malad to Bancroft
Customer Name: Weirsmas Transfer No: Rental





Mitigation Analysis Period

Trimester

One-Way Analysis of Independent Transfers

New Water Right (QModelo):

WR No	Div. Rate (CFS)	Com. Vol. (AF)	No. of Tr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
Transfer 1: Proposed Steady State Impacts following Transfer							
777	777	275.6	63.9	1/1/1960	6528E-3	275.6 91.9	SP062075
777	777	275.6	63.9	1/1/1960	6528E-3	275.6 91.9	SP062086
Transfer 1: Worst Case Transient State Impacts following Transfer							
777	777	275.6	63.9	1/1/1960	6528E-3	275.6 91.9	SP032075
777	777	275.6	63.9	1/1/1960	6528E-3	275.6 91.9	SP062086

Impact by Reach (AF/Trimester)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr. Bickft.	Nr. Bickft. to Neeley	Neeley to Minidoka	Dev. Vol. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
0.04	0.13	0.38	1.21	0.06	0.34	0.39	0.17	0.11	0.10	0.01
0.04	0.13	0.38	1.21	0.06	0.34	0.39	0.17	0.11	0.10	0.01
0.04	0.13	0.38	1.21	0.06	0.34	0.39	0.17	0.11	0.10	0.01
0.04	0.13	0.38	1.21	0.06	0.34	0.39	0.17	0.11	0.10	0.01

Steady State Analysis

Mitigation Check 1 - > 10% of Historical	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2 - > 2 AF/7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - > 18% of Total	1.5%	4.3%	13.0%	41.2%	2.2%	11.6%	13.1%	5.8%	3.7%	3.4%
Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - > 10% of Historical	0.0%	0.0%	0.0%	0.0%	0.0%	0.3%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2 - > 2.01 AF/7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Reset All

Webster, Clay

From: Bob Ohlensehlen <bob.ohlens@gmail.com>
Sent: Monday, July 31, 2017 12:20 PM
To: Webster, Clay
Subject: RE: WSB Rental Application 847 request for additional information
Attachments: Cache Cow Farms LLC_Op Agreement_signed.pdf; Warranty Deed _Not Recorded_.pdf

Clay

I am attaching a copy of the Warranty Deed and the LLC Operating Agreement for Cache Cow Farms, LLC which is referenced in the Warranty Deed as the owner of the property in question. The Operating Agreement verifies that Russell Wiersma is one of the members of Cache Cow Farms, LLC.

I believe that should provide the proof that Mr. Wiersma is authorized to act on behalf of the Cache Cow Farms which is now the owner of the property and wells in question.

If you need anything else, please let me know.

Thanks

Bob

Bob Ohlensehlen
O & H Associates
450 Falls Avenue
Suite 106
Twin Falls, ID 83301
Phone: 208-736-6081
Cell: 208-539-1279
Email: bob.ohlens@gmail.com

From: Webster, Clay [mailto:Clay.Webster@idwr.idaho.gov]
Sent: Monday, July 31, 2017 8:29 AM
To: bob.ohlens@gmail.com
Cc: rwdutch@hotmail.com
Subject: WSB Rental Application 847 request for additional information

Mr. Ohlens,

I am currently processing the Rental application submitted on behalf of Russell Weirsma. Under section 3K the application showed that Russell Weirsma owned the place of use and point of diversion of the rental application with a note Purchase & Sales Agreement attached. We received no such agreement with the application. Please proof that Mr. Weirsma has authorization to utilize the well and property for the rental or a copy of a deed transferring the property to Mr. Weirsma within 14 days to enable us to continue the processing of this application.

Sincerely,
Clay Webster

Water Resource Agent Sr.
clay.webster@idwr.idaho.gov

208-287-4910

Idaho Department of Water Resources (IDWR)



RECEIVED

JUL 31 2017

DEPARTMENT OF
WATER RESOURCES

Order Number: 17285206

WARRANTY DEED

For Value Received,

James L. Stroud, a single person and Lorien E. Stroud, a single person, the Grantor, does hereby grant, bargain sell and convey unto, Cache Cow Farms, LLC, an Idaho limited liability company, whose current address is P.O. Box 793, Rupert, ID 83350, the Grantee, the following described premises, in Minidoka County, Idaho, To Wit:

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 18: That part of Lot 2 and that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 00°05'26" West (South, rec.) along the West section line of said Section 18 for 1321.64 feet (1324.50 feet, rec.) to the Northwest corner of Lot 2, said corner marked by a 5/8 inch rebar; Thence North 89°57'43" East along the north line of Lot 2 for a distance of 316.77 feet, which point shall be known as the True Point of Beginning; Thence South 00°21'38" East (South, rec.) along the West section line of said Section 18 for 27.90 feet to a ½ inch rebar;
Thence South 00°21'38" East for a distance of 579.20 feet to a ½ inch rebar;
Thence South 89°52'22" West for a distance of 80.42 feet to a ½ inch rebar;
Thence South 0°59'45" East for 203.07 feet;
Thence North 88°23'16" East for 333.38 feet along the Lateral Centerline;
Thence North 84°12'20" East along said Lateral Centerline for 106.68 feet;
Thence North 77°47'02" East along said Lateral Centerline for 212.43 feet;
Thence North 66°57'09" East along said Lateral Centerline for 157.88 feet;
Thence North 36°22'01" East along said Lateral Centerline for 55.04 feet;
Thence North 00°00'00" East (North, rec.) for 639.57 feet (635.98 feet, rec.);
Thence South 89°57'43" West (West, rec.) for 751.85 feet to the True Point of Beginning.

EXCEPTING THEREFROM the following described tract:

Beginning at the Northwest Corner of Lot 2 of Section 18, said corner marked by a 5/8 inch rebar; thence North 89°57'43" East along the north line of Lot 2 for a distance of 316.77 feet; thence South 00°21'38" East for a distance of 27.90 feet to a ½ inch rebar; thence South 00°21'38" East for a distance of 579.20 feet to a ½ inch rebar which shall be the Point of Beginning; Thence South 00°21'38" East for a distance of 184.51 feet to a ½ inch rebar; Thence South 00°21'38" East for a distance of 16.57 feet to the centerline of an irrigation lateral; Thence South 88°26'01" West (South 88°23'16" West, rec.) along said lateral for a distance of 78.36 feet; Thence North 00°56'50" West (North 0°59'45" West, rec.) for a distance of 203.07 feet to a ½ inch rebar; Thence North 89°52'22" East for a distance of 80.42 feet to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 18: Part of Lots 1 and 2 and the E½NW¼, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 00°05'26" West (South, rec.) along the West section line of said Section 18 for 1321.64 feet (1324.50 feet, rec.) to the Northwest corner of Lot 2, said corner marked by a 5/8 inch rebar; Thence North 89°57'43" East along the north line of Lot 2 for a distance of 1068.62 feet, (1070.98, rec.) which point shall be known as the True Point of Beginning; Thence South 00°00'00" West (South, rec.) for a distance of 639.57 feet (635.98 feet, rec.) Thence North 36°22'01" East for 55.95 feet along the Lateral Centerline; Thence North 70°26'21" East for 91.90 feet; Thence North 86°48'18" East for 443.34 feet; Thence North 66°34'14" East for 159.10 feet; Thence North 56°13'22" East for 379.45 feet; Thence leaving the Lateral Centerline North 0°01'23" East for 264.13 feet (261.14 feet, rec.) along the East line of the NW¼; Thence North 89°57'43" West (West, rec.) for 1023.91 feet (1023.79 feet, rec.) to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 18: Part of Lots 1 and 2 and the E½NW¼, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; Thence South 00°05'26" West (South, rec.) along the West section line of said Section 18 for a distance of 2141.16 feet (2141.00, rec.) Thence North 89°00'00" East for a distance of 246.10 feet, which point shall be known as the True Point of Beginning; Thence North 0°59'45" East (West, rec.) for 9.38 feet; Thence North 88°23'16" East for 333.38 feet along the Lateral Centerline; Thence North 84°12'20" East for 106.68 feet; Thence North 77°47'02" East for 212.43 feet; Thence North 66°57'09" East for 157.88 feet; Thence North 36°22'01" East for 110.99 feet; Thence North 70°26'21" East for 91.90 feet;

Thence North 86°48'18" East for 443.34 feet;
Thence North 66°34'14" East for 159.10 feet;
Thence North 56°13'22" East for 379.45 feet;
Thence leaving the Lateral Centerline South 0°01'23" West for 555.36 feet along the East line of the NW¼;
Thence South 90°00'00" West (West, rec.) for 1848.66 feet (1848.34 feet, rec.) to the Point of Beginning.

PARCEL NO. 4:

A non-exclusive perpetual access easement created by Special Warranty Deed from D. L. Evans Bank, an Idaho state chartered banking organization, who acquired title as D. L. Evans Bank, Grantor, to Susan Bailey, an unmarried woman, Grantee, dated May 14, 2012 and recorded May 14, 2012 as Instrument No. 517096, records of Minidoka County, Idaho, AND by Correction Special Warranty Deed, dated June 5, 2012 and recorded June 5, 2012 as Instrument No. 517416, re-recorded June 5, 2012 as Instrument No. 517424, records of Minidoka County, Idaho, for the benefit of Parcel Nos. 1, 2 and 3, more particularly described as follows:

**TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

Section 18: Part of Lot 2, more particularly described as follows:

Beginning at the Northwest Corner of Lot 2 in Section 18, said corner marked by a 5/8 inch rebar; thence South 00°05'26" East (South, rec.) along the west line of Section 18 for a distance of 579.23 feet to the Point of Beginning;

Thence North 89°52'22" East for a distance of 278.23 feet;

Thence North 53°57'18" East for a distance of 50.82 feet;

Thence South 00°21'38" East for a distance of 58.17 feet to a ½ inch rebar;

Thence South 00°21'38" East for a distance of 38.76 feet;

Thence North 56°01'44" West for a distance of 69.14 feet;

Thence South 89°52'22" West for a distance of 23.32 feet to a ½ inch rebar;

Thence South 89°52'22" West (South 89°53'10" West, rec.) for a distance of 216.50 feet to a ½ inch rebar;

Thence South 89°52'26" West (South 89°53'10" West, rec.) for a distance of 22.72 feet to the west line of Section 18;

Thence North 00°05'27" West (North, rec.) for a distance of 28.35 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

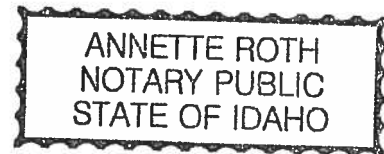
Dated: 06/29/2017

James L. Stroud
James L. Stroud
Lorien E. Stroud
Lorien E. Stroud

State of Idaho, County of Cassia, ss.

On this 29th day of June in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Stroud, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

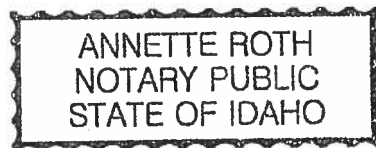
Annette Roth
Notary Public
Residing In: Rupert, ID
My Commission Expires: 8-4-2017
(seal)



State of Idaho, County of Cassia, ss.

On this 29th day of June in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lorien E. Stroud, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Annette Roth
Notary Public
Residing In: Rupert, ID
My Commission Expires: 8-4-2017
(seal)



RECEIVED

JUL 31 2017

DEPARTMENT OF
WATER RESOURCES

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

CACHE COW FARMS LLC,
An Idaho Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT of CACHE COW FARMS LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

SECTION 1

THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective (March 28th, 2017), the Members form an Idaho limited liability company under the name CACHE COW FARMS LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Idaho Uniform Limited Liability Company Act (the "Act"). The Members agree to file with the appropriate agency within the State of Idaho charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name CACHE COW FARMS LLC, or such other name upon which the Members may unanimously agree.

1.3 Purpose. The purpose of the Company is to operate a dairy farm and a commercial truck wash facility commonly known as "The Wash Out" located at 428 South 200 West, Rupert, ID 83350.

1.4 Registered Agent. Rockstahl Law Office is the Company's initial registered agent in the State of Idaho, and the registered office is 510 Lincoln St., Twin Falls, ID 83301

1.5 Office. The Company will maintain its principal business office within the State of Idaho at the following address: 428 South 200 West, Rupert, ID 83350

1.6 Term. The term of the Company commences on date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule A to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule B attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule B as amended from time to time in accordance with applicable tax laws.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. The timing and amount of distributions will be determined by the Members in accordance with the Idaho Uniform Limited Liability Company Act.

3.3 *Limitations on Distributions.* The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

3.4 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

3.5 *Limited Liability; No Authority.* A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Idaho Uniform Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company.*

5.1.1 *Generally.* Subject to the terms of this Agreement and the Idaho Uniform Limited Liability Company Act, the business and affairs of the Company will be managed by the Members. The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 *Approval and Action.* Unless greater or other authorization is required pursuant to this Agreement or under the Idaho Uniform Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

5.1.3 *Certain Decisions Requiring Greater Authorization.* Notwithstanding clause 5.1.2 above, the following matters require unanimous approval by the Members in a consent in writing to constitute an act of the Company:

- A. A material change in the business purposes or the nature of the Company's business;
- B. With the exception of a transfer of interest governed by Section 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- C. The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- D. The amendment of this Agreement.

5.1.4 *Officers.* The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

5.1.5 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Members to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean unanimous approval of the Members.

5.2.1 Operational Decisions. Decisions related to the day-to-day operation of the dairy and commercial truck wash facility that are in the best interest of the Company and are not subject to clause 5.2.2 below shall be made by Russell Wiersma and do not require the unanimous approval of the Members to constitute an act of the Company.

5.2.2 Strategic Decisions. The following decisions are deemed strategic in nature and require unanimous approval by the Members to constitute an act of the Company:

- (1) Capital investments to support future growth and expansion of the business
- (2) Financing decisions to support the operations of the business and/or change the capital structure of the Company that involve third party financial institutions
- (3) Major Repairs and Maintenance to the Company's facilities and assets above \$10,000
- (4) Purchases of additional land, equipment, facilities, and dairy cows
- (5) Contract decisions related to milk prices and the milk processors where the Company ships its milk
- (6) Long-term feed contracts to support the dairy operations for longer than six months
- (7) Major changes to the Company's nutrient management plan for its dairy operations
- (8) Changes to the pricing or cost structure of the commercial truck wash facility

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

5.4 Additional Members.

5.4.1 With the exception of a transfer of interest (1) governed by Section 9 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

5.4.2 Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

ACCOUNTS AND ACCOUNTING

7.1 *Accounts.* The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

7.2 *Records.* The Members will keep or cause the Company to keep the following business records.

- (1) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (2) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(3) A copy of the certificate of organization of the Company, as may be amended from time to time ("Certificate of Organization"); and

(4) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Member.

7.3 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.4 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

7.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

7.6 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations

7.5 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.6 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

MEMBERSHIP VOTING AND MEETINGS

8.1 Members and Voting Rights. The members have the right and power to vote on all matters with respect to which the Certificate of Organization, this Agreement, or the Idaho Uniform Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 5.1.3 or 5.2.2) or required under the Idaho Uniform Limited Liability

Company Act, a unanimous vote of the Members is required to approve or carry out an action of the Members.

8.2 *Disagreements of Members.* In the event that the Members cannot agree on a decision that requires unanimous consent (for example, in Section 5.1.3 or 5.2.2), or if any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Members hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Members. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

8.3 *Meetings of Members.* Annual, regular, or special meetings of the Members are not required but may be held at such time and place, as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Idaho Uniform Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Idaho Uniform Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

SECTION 9

WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTEREST

9.1 *Withdrawal.* Members may withdraw from the Company prior to the dissolution and winding up of the Company if all of the Members unanimously agree in a written consent. Subject to the provisions of Section 3, a Member that withdraws pursuant to this Section 9.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

9.2 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of the other nontransferring Members.

(ii) The entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his person or estate;

(5) In the case of a Member that is a separate limited liability company, the dissolution and commencement of winding up of the separate limited liability company

Any event of dissociation may be waived, and the Member will continue to be a Member of the Company if there is unanimous agreement of all the Members in consent in writing.

9.5 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until the other Members admit the transferee as a fully substituted Member.

9.6 *Voluntary Dissociation.* Any Member may dissociate at any time by giving thirty (30) days written notice to the other Members. If the Member withdraws pursuant to this Section without the unanimous agreement of the Members in a consent in writing, or the withdrawal occurs as a result of otherwise wrongful conduct of the Member, the Company may recover from the withdrawing Member damages for breach of this Agreement or as a result of the wrongful conduct, including the reasonable costs of obtaining replacement of the services the withdrawn Member was obligated to perform and may offset the damages against the amount otherwise distributable to the Withdrawing Member, in addition to pursuing any remedies available under applicable law.

SECTION 10

DISSOLUTION AND WINDING UP OF THE COMPANY

10.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

10.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

10.1.2 The agreement of all of the Members;

10.1.3 Administrative dissolution by the secretary of state pursuant to 53-643B of the Idaho Limited Liability Company Act;

10.1.4 The sale or transfer of all or substantially all of the Company's assets;

10.1.5 A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity; or

10.1.6 By operation of law.

10.2 *No Automatic Dissolution Upon Certain Events.* Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

10.3 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

10.3.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

10.3.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

10.3.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 10.3.3.

SECTION 11 GENERAL PROVISIONS

11.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

11.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Idaho (without regard to principles of conflicts of law).

11.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

11.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

11.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

11.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

11.7 *No Third Party Beneficiary.* This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

11.8 *Incorporation by Reference.* The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

11.9 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

11.10 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Russell James Wiersma
Printed/Typed Name


Signature

Ryan David Mallett
Printed/Typed Name


Signature

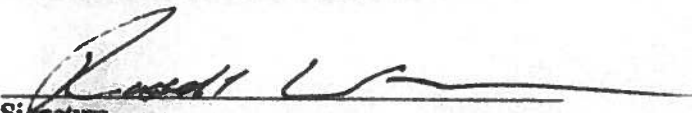
Listing of Members - Schedule A
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR CACHE COW FARMS LLC
LISTING OF MEMBERS

As of the 28th day of March 2017, the following is a list of Members of the Company:

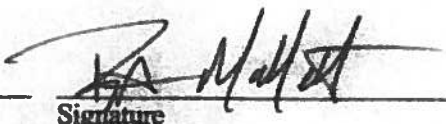
NAME	ADDRESS
<u>Russell James Wiersma</u>	<u>1206 Stanton Ave</u> <u>Waycross, GA 31503</u>
<u>Ryan David Mallett</u>	<u>958 8th Street</u> <u>Golden, CO 80401</u>

Authorized by Member(s) to provide Member Listing as of this 28th day of March 2017.

Russell James Wiersma
Printed/Typed Name


Signature

Ryan David Mallett
Printed/Typed Name


Signature

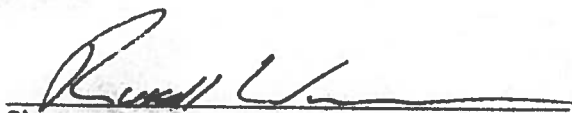
Listing of Capital Contributions - Schedule B
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR CACHE COW FARMS LLC
CAPITAL CONTRIBUTIONS

Pursuant to SECTION 2, the Members' initial contribution to the Company capital is stated to be \$100. The description and each individual portion of this initial contribution is as follows:

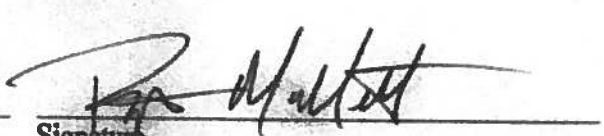
NAME	CONTRIBUTION	% OWNERSHIP
Russell Wiersma	\$100	50%
Ryan David Mallett	\$100	50%

SIGNED AND AGREED this 28th day of March, 2017

Russell James Wiersma
Printed/Typed Name


Signature

Ryan David Mallett
Printed/Typed Name


Signature

Listing of Valuation of Members Interest - Schedule 3
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR (COMPANY NAME), L.L.C.

VALUATION OF MEMBERS INTEREST

Pursuant to SECTION 8, the value of each Member's interest in the Company is endorsed as follows:

NAME	VALUATION ENDORSEMENT
Russell James Wiersma	\$100
Ryan David Mallett	\$100

SIGNED AND AGREED this 28th day of March, 2017.

Russell James Wiersma
Printed/Typed Name


Signature

Ryan David Mallett
Printed/Typed Name


Signature

Webster, Clay

From: Cook, T (Todd) <Todd.Cook@raboag.com>
Sent: Tuesday, June 27, 2017 5:54 PM
To: Webster, Clay; aroth@titleonecorp.com; Buyer, Remington
Cc: Rudroff, P (Patricia); Pyle, A (A J)
Subject: FW: Water Supply Bank Rental
Attachments: Cache cow_IDWR letter.pdf

Hello Clay and Remington,

I am working with Russell Wiersma on the dairy and truck wash operation he is trying to purchase. As you may know, the truck wash was operating without a water right and so they've been working on correcting it (see attached letter from Doug Jones).

The bank I work for, Rabo AgriFinance, was good with the correction plan, and in order to close the loan and complete the purchase by this Friday, Rabo accepted that Wiersma lease water from the Supply Bank so the truck wash had adequate, legal water while the actual water transfer took place. Rabo was on board if we could take a lien on the leased water. Annette at TitleOne informed me today that IDWR does not accept assignments on leased water.

As the lease was a temporary solution in order to allow Wiersma to purchase the property and begin operating legally I am wondering if the IDWR will allow or acknowledge a temporary assignment on the leased water for this case? We can "release" the assignment once the water transfer has been completed. Basically, the bank is trying to close this transaction and feel comfortable that the truck wash has legal water for the next 90 days until the transfer is completed. This would at least satisfy our underwriters. If not, do you have any other solutions/ideas?

I very much appreciate your help and feedback! Normally, I would not "reach" this much to bother you. However, we are trying to allow Wiersma to start operating and need to satisfy the bank as well

Thank you,

Todd Cook
Relationship Manager

Rabo AgriFinance
237 Canyon Crest Drive, Twin Falls, ID 83301
Phone: 208.737.6840 Fax: 855.631.0289
Email: todd.cook@raboag.com

From: Annette Roth [<mailto:aroth@TitleOneCorp.com>]
Sent: Tuesday, June 27, 2017 3:19 PM
To: Rudroff, P (Patricia) <Patricia.Rudroff@raboag.com>
Subject: FW: Water Supply Bank Rental

This message was sent securely using ZixCorp.

Hi Pat,

So below is a string of emails on the water coming out of the Water Supply Bank. I hope this helps. Also Clay says they do not accept assignments of the Leased water. Let me know what you think

Annette Roth

Senior Escrow Officer Ag Team
TitleOne Corporation
PO Box 177
211 W. 13th St.
Burley, Idaho 83318

P: 208-881-0087
F: 866-781-5520

TitleOneCorp.com

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From: Webster, Clay [<mailto:Clay.Webster@idwr.idaho.gov>]
Sent: Tuesday, June 27, 2017 2:08 PM
To: Annette Roth
Subject: FW: Water Supply Bank Rental

Annette,

I thought that maybe this e-mail will help to clear up some of the confusion on this rental application. This was sent to Mr. Wiersma this morning from our Water Supply Bank Coordinator. I have added a note to the file as you requested last month to send you a courtesy copy of the department's decision when this application is processed. I hope this helps.

Sincerely,
Clay Webster
Water Resource Agent Sr.
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)

From: Buyer, Remington
Sent: Tuesday, June 27, 2017 1:59 PM
To: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Subject: FW: Water Supply Bank Rental

From: Buyer, Remington
Sent: Tuesday, June 27, 2017 11:40 AM
To: 'rwdutch@hotmail.com' <rwdutch@hotmail.com>
Subject: Water Supply Bank Rental

Mr. Wiersma,

The Department of Water Resources has received from you an application to rent water from the Water Supply Bank to authorize your intended diversion of ground water for commercial purposes during 2017. Your application, Rental Application #847, meets minimum submission requirements and the water rights you have requested to rent (36-16458 and 36-16460) appear to provide a combined diversion rate of 1.01 cfs, which may be sufficient to satisfy your rental request of 0.007 cfs and 1.8 acre feet. Presently, there are 10 unprocessed rental applications in our processing cue that are to be reviewed prior to the review of your rental request. I anticipate that review of your rental request will commence within the next thirty days.

You can contact me at 208-287-4918 if you have any questions about the above.

Regards,

Remington Buyer

Water Supply Bank Coordinator
Idaho Department of Water Resources
322 East Front Street, Boise, ID, 83720
T: (208) 287-4918 | F: (208) 287-6700

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Buyer, Remington

From: Buyer, Remington
Sent: Thursday, June 08, 2017 2:51 PM
To: 'bob.ohlens@gmail.com'
Subject: Wiersma Rental Application

Mr. Ohlens,

I am following up on the rental application for Mr. Russel Wiersma. The Department has received the ESPA modeling that you emailed at the end of May, however we are not yet showing in our application tracking software receipt of a [rental application](#) for Mr. Wiersma. If you are assisting Mr. Wiersma with his [rental application](#), please ensure an application has been completed and is submitted to the Department. I will match up the ESPA modeling to the rental application once it is received.

Please feel free to call me if you have any questions,

Remington Buyer
Water Supply Bank Coordinator
Idaho Department of Water Resources
322 East Front Street, Boise, ID, 83720
T: (208) 287-4918 | F: (208) 287-6700

From: Bob Ohlensehlen [<mailto:bob.ohlens@gmail.com>]
Sent: Wednesday, May 24, 2017 4:02 PM
To: Bank <Bank@idwr.idaho.gov>
Subject: Russell Wiersma Water Bank Rental Etran and Mit Files

Remington

Attached are the Etran and Mitigation worksheet files for Russell Weirsma's rental request.

Bob

Bob Ohlensehlen
O & H Associates
450 Falls Avenue
Suite 106
Twin Falls, ID 83301
Phone: 208-736-6081
Cell: 208-539-1279
Email: bob.ohlens@gmail.com



State of Idaho
DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 24, 2017

Russell Weirsma
Via email

RE: Stroud Property Dairy water rights, Water Supply Bank, Truck Wash

Dear Mr. Weirsma,

I have been working with Dennis Bortz, appraiser for Rabo Agrifinances and Bob Ohlensehlen of O&H Assoc. to gain an understanding of the situation on the Stroud property. It is my understanding that leases of water rights 36-16210 and 36-16211 appurtenant to the property are being withdrawn from the Water Supply Bank to enable development of a dairy on the land. I further understand that there has been a truck washing facility on the land diverting from a separate well, and that the facility needs to have recorded water rights to operate at the present level.

During our conversation 5/23 you expressed an intention to file a transfer of water right to move a portion of the commercial use for the dairy to the commercial well for the truck washing operation. This is certainly a viable process to pursue and our office is available to assist you in formulating an application and processing it. I do caution you that the process can take several months before it can be approved and that operation of the truck wash is restricted until then – limited to approximately 4 trucks/day. As an alternative I suggested that you approach the Water Supply Bank to see if there was a water right that might be available to rent for the truck wash. I spoke with Remington Buyer, the Water Supply Bank coordinator you have also spoken with, and learned there is water leased into the bank that may be suitable to rent this year. He indicated that he would be contacting you about this possibility. Remington estimated that if you were able to complete the rental application within the week then the WSB could likely process it on a first-come basis by the end of June or soon thereafter.

You indicated that you would be pursuing the long term solution of filing the transfer application mentioned above. This a good strategy. Furthermore, you stated that in the event the transfer is protested or denied, that you would be intending to lease a portion of your existing rights into the WSB and then renting them back out. This is likewise a good strategy to investigate with Remington. Please be advised that recently the WSB has adopted a policy that would require lease/renter clients, with concurrent transfers held up by protest, to obtain permission of the protesters in order to complete processing the applications. This policy is to prevent WSB renters from sidestepping the public notice concerns.

I hope this information is complete and useful. Please let me know if clarifications are required or you have other questions. Good luck!

Sincerely,

Douglas Jones P.E.
Technical Engineer I

Buyer, Remington

From: Buyer, Remington
Sent: Wednesday, May 24, 2017 10:44 AM
To: 'rwdutch@hotmail.com'
Cc: Jones, Doug
Subject: Water Supply Bank Rental

Mr. Wiersma,

The following summarizes key points of our phone conversation this morning:

- You intend to submit to IDWR a Water Supply Bank rental application for 2017, seeking an authorization to divert up to 5.4 acre feet of water annually (equivalent to 1.8 AF per four-month ESPA trimester), at a diversion rate of 0.007 cubic feet per second (equivalent to 4800 gpd), for an industrial beneficial use associated with your operation of a truck wash facility;
- The point of diversion from which you will divert ground water is the sandpoint well, also utilized by water rights 36-13645, 36-16210 and 36-16211, which is located in Government Lot 2 SWNW, in Section 18 of Township 10S, Range 24E, which coincides with ESPA model grid cell row 86, column 55;
- You will be providing ESPA transfer tool modeling with your rental application, ([model and user guide are downloadable from our website](#));

In recognition of the above, the following is relevant for your further consideration:

- water rights 36-16458 and 36-16460 are combined use, ground water irrigation rights that are currently leased to the Bank (Lease Contract No. 201) and provide a combined use rentable diversion rate of 1.01 cfs and a diversion volume of 415.5 (for authorized irrigation of 103.8 acres), which is more than sufficient for your rental purposes;
- the point of diversion for these water rights is located in ESPA model grid cell row 70, column 55;
- The consumptive use volume associated with the leased portions of these water rights is estimated to be 311.63 AF (calculated as 75% of the regional headgate diversion requirement of 4 AF/AC);
- Because your industrial use is changing the nature of use for these water rights from irrigation to industrial use, your water right volume rental will be debited against the irrigation duty of water, however the diversion volume authorized for your rental will be limited to the consumptive use amount of these water rights (which is estimated to be 75% of the irrigation duty of water);
- You will use the ESPA transfer tool to model this rental request, and at a minimum, your rental volume will be 1.8 AF per trimester (5.4 AF/year), however the trimester rental volume may need to be higher than 1.8 AF, if required to ensure modeling passes mitigation evaluation requirements ([additional information available in the ESPA Modeling Guide](#));

Please feel free to call me if you have additional questions concerning the information above. I anticipate receiving your rental request in the coming week.

Remington Buyer
Water Supply Bank Coordinator
Idaho Department of Water Resources
322 East Front Street, Boise, ID, 83720
T: (208) 287-4918 | F: (208) 287-6700

Buyer, Remington

From: Russell Wiersma <rw dutch@hotmail.com>
Sent: Tuesday, May 23, 2017 11:44 AM
To: Buyer, Remington
Subject: Fwd: FW: Weirsma Water Right for Truck Wash

Russell Wiersma

From: Bob Ohlensehlen <bob.ohlens@gmail.com>
Sent: Monday, May 22, 2017 4:57:10 PM
To: 'Russell Wiersma'
Subject: FW: Weirsma Water Right for Truck Wash

From: Jones, Doug [mailto:Doug.Jones@idwr.idaho.gov]
Sent: Friday, May 19, 2017 4:13 PM
To: Bob Ohlensehlen <bob.ohlens@gmail.com>
Subject: RE: Weirsma Water Right for Truck Wash

Bob,

Thank you for the summary of the plan your client is attempting to achieve. I double checked and verified the truck wash total water requirement of 5.4 acre feet per annum (AFA), assuming average of 8 trucks per day for 365 days per year and diverting 15 gpm for 40 minutes per truck. You state that your client is only seeking to convert 2.6 AFA for the truck wash use because 2.8 AFA is already "authorized". This is an incorrect application of statute 42-111(b) domestic definition and 42-227 domestic exception, excerpted below:

"42-111. DOMESTIC PURPOSES DEFINED. (1) For purposes of sections 42-221, 42-227, 42-230, 42-235, 42-237a, 42-242, 42-243 and 42-1401A, Idaho Code, the phrase "domestic purposes" or "domestic uses" means:

(a) The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to one-half (1/2) acre of land, if the total use is not in excess of thirteen thousand (13,000) gallons per day, or

(b) Any other uses, if the total use does not exceed a diversion rate of four one-hundredths (0.04) cubic feet per second and a diversion volume of twenty-five hundred (2,500) gallons per day.

(2) For purposes of the sections listed in subsection (1) of this section, domestic purposes or domestic uses shall not include water for multiple ownership subdivisions, mobile home parks, or commercial or business establishments, unless the use meets the diversion rate and volume limitations set forth in subsection (1)(b) of this section.

(3) Multiple water rights for domestic uses or domestic purposes, as defined in this section, shall not be established or exercised in a manner to satisfy a single combined water use or purpose that would not itself come within the definition of a domestic use or purpose under this section. The purpose of this limitation is to prohibit the diversion and use of water, under a combination of domestic purposes or domestic uses as defined in this section, to provide a supply of water for a use that does not meet the exemption of section 42-227, Idaho Code, and is required to comply with the

mandatory application and permit process for developing a right to the use of water pursuant to [chapter 2, title 42](#), Idaho Code.

History:

[(42-111) 1899, p. 380, part of sec. 12; reen. R.C. & C.L., sec. 3250; C.S., sec. 5566; I.C.A., sec. 41-111; am. 1990, ch. 319, sec. 1, p. 870; am. 1995, ch. 233, sec. 1, p. 790.] "

"42-227. DRILLING AND USE OF WELLS FOR DOMESTIC PURPOSES EXCEPTED. The excavation and opening of wells and the withdrawal of water therefrom for domestic purposes shall not be subject to the permit requirement under section [42-229](#), Idaho Code; providing such wells and withdrawal devices are subject to inspection by the department of water resources and the department of environmental quality and providing further that the drilling of such wells shall be subject to the licensing provisions of section [42-238](#), Idaho Code. Rights to ground water for such domestic purposes may be acquired by withdrawal and use.

History:

[42-227, added 1951, ch. 200, sec. 2, p. 423; am. 1970, ch. 187, sec. 1, p. 541; am. 1978, ch. 324, sec. 1, p. 819 ; am. 2001, ch. 103, sec. 79, p. 318.] "

IDWR guidance on the application of these statutes indicates if the "domestic use" that exists or will be developed exceeds the definition, in this case 2500 gpd, then no part of the development can be covered by the domestic exemption. Furthermore, there is already a domestic water right for 14.6 AFA on the property, albeit a decreed right 36-13645, and statute 42-111 (3) informs us that "stacking" domestic rights is not permitted.

Operating the truck washing facility beyond 4 trucks per day would NOT be exempt, therefore to operate at 8 trucks per day would require 5.4 AFA of commercial water use be obtained and transferred to the sandpoint well. One option may be to rent water from the Water Supply Bank, another option is file a transfer of water right from within the property or from a nearby water right.

Thank you for your attention to these matters on behalf of your client. Please get in touch with me if you have other questions or concerns regarding this information.

Douglas Jones,
Tech. Engineer

From: Bob Ohlensehlen [<mailto:bob.ohlens@gmail.com>]

Sent: Friday, May 19, 2017 2:21 PM

To: Jones, Doug <Doug.Jones@idwr.idaho.gov>

Subject: Weirsma Water Right for Truck Wash

Doug

We would like to explore the possibility of transferring the additional 2.6 acre feet of water from Water rights 36-13645, 36-16210 and 36-16211. We need to have the additional water along with the 2.8 feet that are currently allowed from a sandpoint well being used for a truck washout.

We are just trying to find the easiest way to be sure that the facility is being operated in accordance with Idaho State Laws regarding ground water usage. This is particularly important since the dairy facility is being put back into operation in the near future.

I checked with Russell and he is in agreement with my assessment above. We will also need a letter from IDWR stating that we have the necessary water to operate as proposed in his financial plan. According to my calculations he will be

able to milk 600 head of Jerseys and will have the necessary water to transfer for the truck wash. These components are within the business plan he presented to the bank for his financing.

Let me know what you need from me to verify that level of water use so we can get the letter.

Thanks

Bob

Bob Ohlensehlen
O & H Associates
450 Falls Avenue
Suite 106
Twin Falls, ID 83301
Phone: 208-736-6081
Cell: 208-539-1279
Email: bob.ohlens@gmail.com