

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**WATER SUPPLY BANK RENTAL AGREEMENT**

**RECEIVED**

**JUN 15 2016**

**DEPARTMENT OF  
WATER RESOURCES**

This is to certify that: **BURUSCO FARMS**  
**2445 W 1700 S**  
**ABERDEEN ID 83210**  
**(208)397-4534**

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 | Priority Date | Source       | Tributary | Rented Rate | Annual Rented Volume | Total Rented Acres |
|-------------|---------------|--------------|-----------|-------------|----------------------|--------------------|
| 35-4189     | 11/14/1960    | GROUND WATER | NA        | 0.31 cfs    | 224.8 af             | NA                 |

**Annual Combined Rental Totals**

**0.31 cfs    224.8 af    NA**

**Term of Rental:**    **This rental is in effect from the day the Idaho Water Resource Board signs the rental agreement and shall be in effect until December 31, 2016.**

**Rental Fee:**    **\$ 3,821.60**

The fee for rental of the above-described water is \$3,821.60 per year. Ten percent (\$382.16) will be retained by the Department to offset administrative costs, and the remainder will be paid to the lessor(s).

No administrative fees will be refunded once the fee is collected.

Detailed water right conditions are attached.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**WATER SUPPLY BANK RENTAL AGREEMENT**

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

John Burusco Partner  
Printed Name and Title\*

06-10-2016  
Date

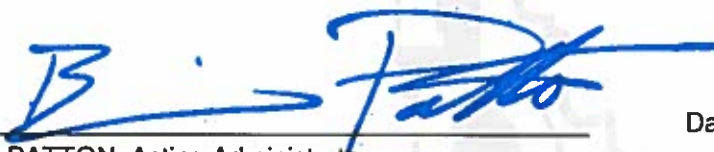
  
Signature of Renter

Robert Burusco Partner  
Printed Name and Title\*

06-10-2016  
Date

\*Please provide title of signatory 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 6/15/2016

Rental Approved by IDWR 

Date 6-15-2016

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**WATER SUPPLY BANK RENTAL AGREEMENT**

**WATER USE DETAILS**

**LOCATION OF POINT(S) OF DIVERSION**

GROUND WATER      NW¼SW¼      Sec. 14      Twp 06S      Rge 30E      BINGHAM County

**BENEFICIAL USE**

IRRIGATION

**SEASON OF USE**

04/15 TO 11/01

**RENTER'S PLACE OF USE:**      IRRIGATION

| Twp | Rge | Sec | NE |    |    |    | NW |    |    |    | SW   |      |      |      | SE   |    |    |      | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|------|------|------|------|------|----|----|------|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE   | NW   | SW   | SE   | NE   | NW | SW | SE   |        |
| 06S | 30E | 14  |    |    |    |    |    |    |    |    | 36.0 | 34.0 | 33.0 | 35.0 |      |    |    |      | 138.0  |
| 06S | 30E | 15  |    |    |    |    |    |    |    |    |      |      |      |      | 25.0 |    |    | 27.5 | 52.5   |

Total Acres:    190.5

**CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. 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.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. 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.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
11. This rental agreement does not authorize the construction of a well.

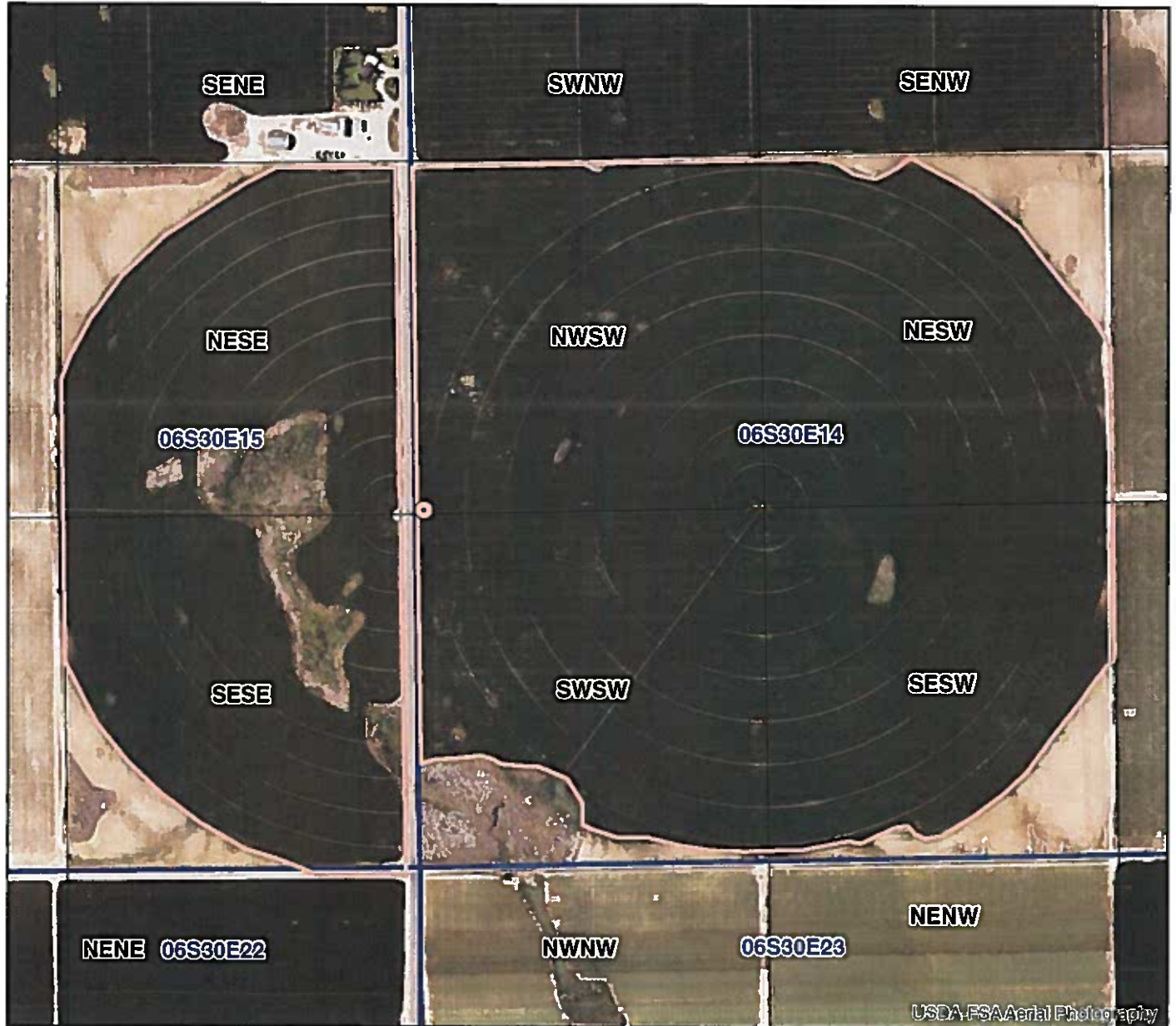
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. Use of water under this agreement will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
14. The following rights are diverted through point(s) of diversion described above: 35-7853A.
15. Right 35-7853A and this rental are limited to 762 af.



Idaho Water Resource Board  
**Water Supply Bank Rental Agreement**

Effective until December 31, 2016

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



0  0.25 Miles

STATE OF IDAHO  
WATER RESOURCE BOARD

RECEIVED

MAR 11 2015

DEPARTMENT OF  
WATER RESOURCESAPPLICATION TO RENT WATER  
FROM THE BOARD'S WATER SUPPLY BANKApplicant Name: Burusco Farms

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](http://idwr.idaho.gov/water_supply_bank).

## MINIMUM REQUIREMENT CHECKLIST

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

Yes

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ 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)

35-4189

**STATE OF IDAHO  
WATER RESOURCE BOARD**

**Application to Rent Water (Continued)**

**1. CONTACT INFORMATION**

A. Applicant \_\_\_\_\_

Mailing Address 2445 W. 1700 S. Aberdeen, ID 83210

Street City State Zip Code

Email Address \_\_\_\_\_ Phone Number 208-397-4534

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 Greg Sullivan Professional Title Engineer

Organization Brockway Engineering Relationship to Applicant Consultant

Mailing Address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301

Email Address greg.sullivan@brockwayeng.com Phone Number 208-736-8543

**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**.

**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**:

The rental will provided additional volume of water to these fields for the 2016 irrigation season. No addition cfs is proposed to be rented because the of existing water rights.

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

| Desired Rate<br>(Cubic Feet/Second) | Desired Volume<br>(Acre-Foot) | Minimum Rate*<br>(Cubic Feet/Second) | Minimum Volume*<br>(Acre-Foot) | Desired Acres<br>(if applicable) |
|-------------------------------------|-------------------------------|--------------------------------------|--------------------------------|----------------------------------|
| CFS                                 | 224.79 AF                     | CFS                                  | 224.79 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<br>(month/day/year) | Latest Possible Start Date<br>(month/day/year) | *Mark Desired Rental Duration<br>(Calendar Years) |                            |                            |                            |                            | **Applicant's preference if rental application cannot be processed prior to the latest possible start? |                                                          |
|----------------------------------------|------------------------------------------------|---------------------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 8/1/2016                               | 10/1/2016                                      | <input checked="" type="checkbox"/> 1             | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 | <input type="checkbox"/> 4 | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> Process application as soon as possible                            | <input type="checkbox"/> 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):  
Existing wells, mainlines and delivery system.

- 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 |
|-----------------|--------------|-------------------------------------------|
| 06S 30E 14 NWSW | Ground Water | 35-7853A                                  |
|                 |              |                                           |
|                 |              |                                           |
|                 |              |                                           |

*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.*

- 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: \_\_\_\_\_ (mm/dd) to: \_\_\_\_\_ (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.

- 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.

- 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:

35-7853A Additional volume of water is needed to ensure that 2016 potatoes crop has sufficient water.

**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<br>(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) |
| 35-4189                                                                                                                                                                                  | Commercial    |                      | 752.7       |            |                                                                                                                                | 0                                | 224.79      | 0          |
|                                                                                                                                                                                          |               |                      |             |            |                                                                                                                                |                                  |             |            |
|                                                                                                                                                                                          |               |                      |             |            |                                                                                                                                |                                  |             |            |
|                                                                                                                                                                                          |               |                      |             |            |                                                                                                                                |                                  |             |            |
|                                                                                                                                                                                          |               |                      |             |            |                                                                                                                                |                                  |             |            |
|                                                                                                                                                                                          |               |                      |             |            |                                                                                                                                |                                  |             |            |
|                                                                                                                                                                                          |               |                      |             |            |                                                                                                                                |                                  |             |            |
|                                                                                                                                                                                          |               |                      |             |            |                                                                                                                                |                                  |             |            |
| <b>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</b> |               |                      |             |            | <b>TOTAL</b>                                                                                                                   |                                  | 224.79      |            |
|                                                                                                                                                                                          |               |                      |             |            |                                                                                                                                | <b>CFS</b>                       | <b>AF</b>   | <b>AC</b>  |

*\*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**:

The rented water is intended to supplement the existing irrigation water rights on the property.

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**:

The portion of 35-4189 that is being offered for lease is a 100% consumptive and is being rented to provide supplemental volume.

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:

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- 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:

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- 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.

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- D. Additional Information

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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.

*Bacusco Farms by John Bacusco*  
Signature of Applicant

Bacusco Farms by John Bacusco  
Printed Name of Applicant

02-16-2016  
Date

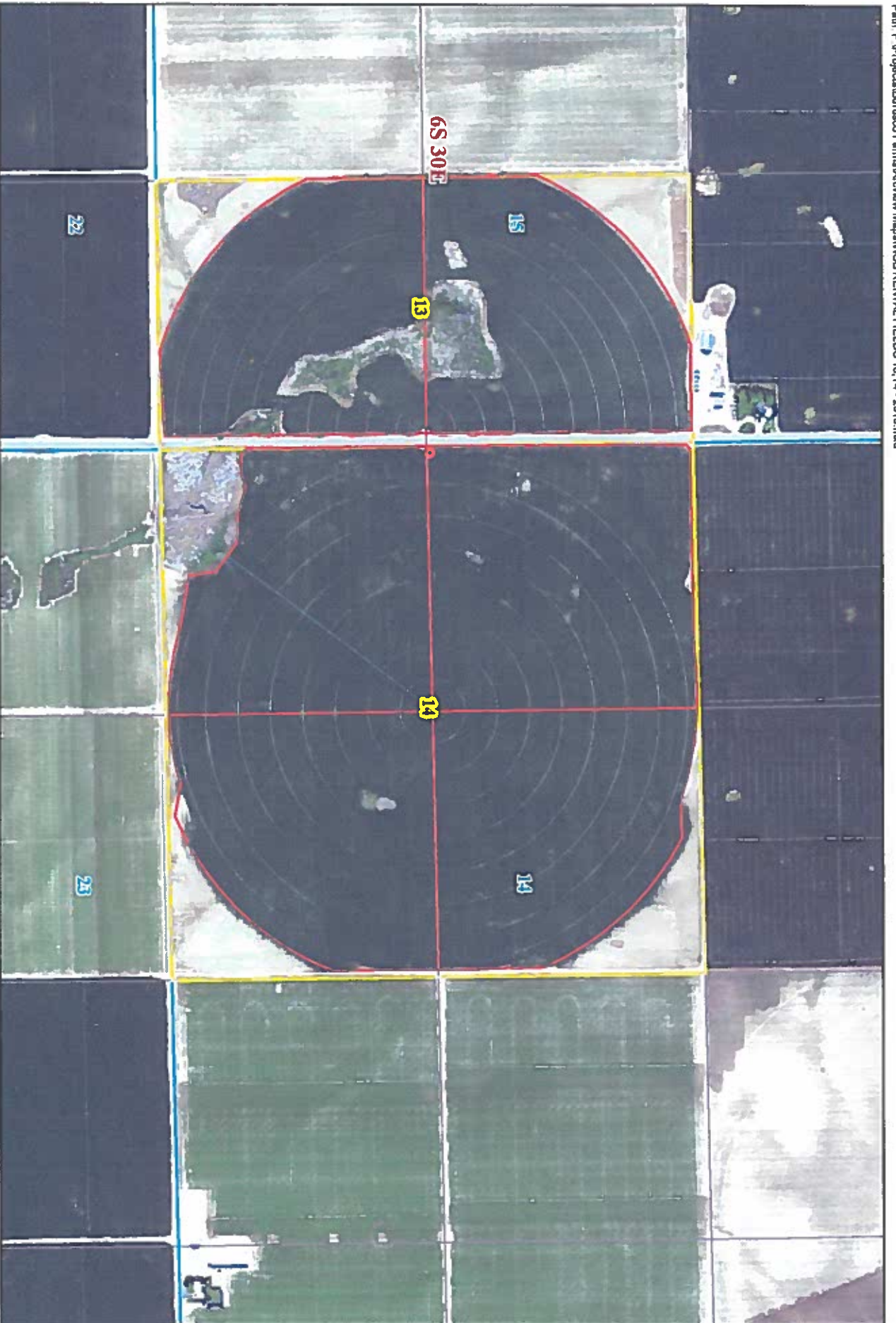
\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Date

Mail to:

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



0 200 400 800 Feet

BROCKWAY ENGINEERING, PLLC.  
ALR - Date: 2/8/2016

**BURUSCO FARM**  
WATER BANK RENTAL FIELDS 13,14 - 2016  
NAIP 2015 AERIAL

**Legend**  
WSBR\_POU\_13,14  
Fields  
WR\_POD  
township  
first  
ladesec

N

Transferor 1 2 Transferee  
Annual Aff:1

## Total Reach Depletion Impacts

AFT: 0.0 0.0 0.2 0.44 0.0 0.0 0.0 0.0 0.0 0.0 0.0

### One-Way Analysis of Independent Transfers

#### Transfer 1: John Burrows Field 13, 14 Rental

| WR No. | Div. Rate | Con. Vol. | No. of Int. | Priority | POD      | Dedicated Vol. | Model |
|--------|-----------|-----------|-------------|----------|----------|----------------|-------|
| (CFS)  | (AFA)     | Acres     | Date        | Location | AFA/ AFT | Node           |       |

#### Transfer 1: Proposed Steady State Impacts following Transfer

#### Transfer: Worst Case Transient State Impacts following Transfer

100.0% Pre-BS 224.79 AFA  
100.0% Post-BS 224.79 AFA

#### Impact by Reach (AFT/Transfer)

| Ashton to | Heese to | Shelley to | Nr Black To | Neasey to | Dev. Wtd. To | Built to | 1000 Spr    | 1000 Spr to | Mated    | Mated to |
|-----------|----------|------------|-------------|-----------|--------------|----------|-------------|-------------|----------|----------|
| Rambling  | Shelley  | Nr Black   | Neasey      | Middock   | Built        | 1000 Spr | 1000 Spr to | Mated       | Bancroft |          |

|      |      |       |       |      |      |      |      |      |      |      |
|------|------|-------|-------|------|------|------|------|------|------|------|
| 1.51 | 4.50 | 12.71 | 44.23 | 1.05 | 2.85 | 3.24 | 1.44 | 0.91 | 0.83 | 0.05 |
| 1.51 | 4.50 | 13.71 | 44.23 | 1.05 | 2.85 | 3.24 | 1.44 | 0.91 | 0.83 | 0.05 |
| 1.51 | 4.50 | 12.71 | 44.23 | 1.05 | 2.85 | 3.24 | 1.44 | 0.91 | 0.83 | 0.05 |
| 1.51 | 4.50 | 13.87 | 44.85 | 1.05 | 2.85 | 3.24 | 1.44 | 0.91 | 0.83 | 0.05 |

#### 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 AFT:             | 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:      | 2.0% | 6.1% | 16.4% | 58.5% | 1.4% | 3.8% | 4.4% | 1.8% | 1.2% | 0.1% |
| 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% | 1.2% | 1.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Mitigation Check 2 - >2 AFT:             | 0.0  | 0.0  | 0.2  | 0.4  | 0.00 | 0.00 | 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  | 0.2  | 0.4  | 0.00 | 0.00 | 0.0  | 0.0  | 0.0  | 0.0  |

Exceed Limit

#### Transfer 2:

| WR No. | Div. Rate | Con. Vol. | No. of Int. | Priority | POD      | Dedicated Vol. | Model |
|--------|-----------|-----------|-------------|----------|----------|----------------|-------|
| (CFS)  | (AFA)     | Acres     | Date        | Location | AFA/ AFT | Node           |       |

#### Transfer: Proposed Steady State Impacts following Transfer

#### Transfer 1: Worst Case Transient State Impacts following Transfer

0.0% Pre-BS 0.0 AFA 0.0 Acres  
0.0% Post-BS 0.0 AFA 0.0 Acres

#### Impact by Reach (AFT/Transfer)

| Ashton to | Heese to | Shelley to | Nr Black To | Neasey to | Dev. Wtd. To | Built to | 1000 Spr    | 1000 Spr to | Mated    | Mated to |
|-----------|----------|------------|-------------|-----------|--------------|----------|-------------|-------------|----------|----------|
| Rambling  | Shelley  | Nr Black   | Neasey      | Middock   | Built        | 1000 Spr | 1000 Spr to | Mated       | Bancroft |          |

|      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 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% |
| 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  |
| 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% |
| 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% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Mitigation Check 2 - >2 AFT:             | 0.0  | 0.0  | 0.0  | 0.00 | 0.00 | 0.00 | 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  | 0.00 | 0.00 | 0.00 | 0.0  | 0.0  | 0.0  | 0.0  |

# ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF AGRICULTURE

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

YEAR

1950

SEASON

SPRING

TRANSFER NO:

TRANSFER NAME:

ENTER CELL LOCATIONS:

|        | TO CELL | FROM1 CELL | FROM2 CELL | FROM3 CELL |       |
|--------|---------|------------|------------|------------|-------|
| ROW    | 82      | 86         |            |            | 224.5 |
| COLUMN | 103     | 101        |            |            |       |

| 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 |
| SPR 1950              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1950              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1950              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1951              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1951              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1951              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1952              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1952              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1952              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1953              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1953              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1953              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1954              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1954              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1954              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1955              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1955              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1955              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1956              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1956              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1956              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1957              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1957              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1957              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1958              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1958              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1958              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1959              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1959              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1959              | 0.0                                | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1960              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1960              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1960              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1961              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1961              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1961              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1962              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1962              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1962              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1963              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1963              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1963              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1964              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1964              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1964              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1965              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1965              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1965              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1966              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1966              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1966              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1967              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1967              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1967              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1968              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1968              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1968              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1969              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1969              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1969              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1970              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1970              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1970              | 0.0                                | 74.9                       | 74.9                          | 0.0                        | 0.0                           | 0.0                        | 0.0                           |

C:\Users\geullivan\BROCKWAY\Desktop\ESPA Model 3.2\Bunzoco Field 13, 14

C:\Users\geullivan.BROCKWAY\Desktop\ESPA Model 3.2\Bureau Field 13, 14

C:\Users\gaullivan.BROCKWAY\Desktop\ESPA Model 3.2\Bunaco Field 13.14

C:\Users\gullivan.BROCKWAY\Desktop\ESPA Model 3.2\Bunusoco Field 13, 14

Potatoes 2005

# FARM LEASE

THIS AGREEMENT OF LEASE made and entered into this 22<sup>nd</sup> day of October 2005 by and between Pearl Funk, Peggy Simpson and Elizabeth Maland, Partnership, Landlords and John Burusco and Robert Burusco, Tenants.

## WITNESSETH

The Landlords, for and in consideration of the agreements set forth in this lease to be kept and performed by the tenants, hereby rent and lease to the tenants the following described real estate to wit:

T6 SR 30  
SE 1/4 of Sec 14  
160 Acres more  
or less  
130 Farm

Bingham County  
State of Idaho

E T6 SR 30  
W 1/2 of SE 1/4 SEC 15  
80 acres more or less  
60 Farm

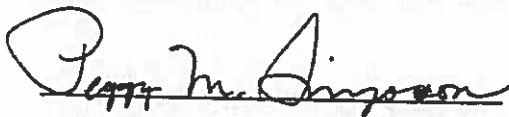
1. LENGTH OF TENURE: The terms of this lease shall be for a period of 1 year commencing on the 22 day of October 2005 and ending on the October 31, 2016.
2. EXTENT OF AGREEMENT: The terms of this lease shall be binding upon the heirs, executors, administrators and assigns of both landlords and tenants in the same manner upon the original parties, except by mutual agreement otherwise.
3. RENTALS: The tenant shall pay to the landlords and annual cash rental of [REDACTED] of the rent to be paid on October 22, 2015 and [REDACTED] of the rent to be paid on or before March 31, 2016 and the remaining amount of 1/2 - [REDACTED] to be paid on or before October 31, 2016 for 190 acres. The annual rate shall be [REDACTED] per acre, total [REDACTED].

4. **LIEN:** In order to insure payment of the rent as stated in this lease, a lien is hereby made on the crops produced on this rental equal to the amount of the rent as stated in said lease.
5. **INSURANCE:** The tenant must carry fire, theft, wind, vandalism and extended coverage for the value of the wheel lines and pump system and electric panel and buildings or present a statement of financial ability and agreement to withstand any damages or losses on the items mentioned above. Either of these is to be attached to the contract.
6. **MAINTENANCE:** The tenants shall make no repairs or alterations on pumps, wheel lines, fences or building or pivots without notification to approval or authorization by the landlords.
7. **Farming practices:** All crops grown on said premises shall be rotated in accordance with the best farming practices recommended for the area and no two successive crops which deplete the soil of similar chemicals shall be planted on portion of said tract. All farming shall be performed in a good and husbandman like manner and no stubble shall be burned on said land. The tenant shall maintain the water systems with reasonable care and repair.
8. **WEEDS:** Tenant shall keep said premises free from all noxious weeds and shall not permit and such weeds to go to seed on the premises.
9. **ASSIGNMENTS:** Tenant shall not assign this lease nor any portion thereof nor sublet said premises or any portion thereof. There shall be no change or alterations on the property by the tenant. The tenants shall not sublet said premise or any section there of.
10. **HOLDING OVER:** Should landlords allow tenants to hold over and occupy said premises after expirations of the lease terms herein set forth, tenants shall hold and occupy said premises as tenants from month to month subject to all of the conditions here in contained.
11. **REMEDIES:**
  - A. In the event tenants abandon or vacate said premises before the expiration of the term of lease, or declare an intention to so vacate or abandon the landlords shall have a right to distain for all rent due or there after to become due during the term of this lease, or may at their option declare the lease forfeited forthwith, retaining the right of distraint for rental then due.

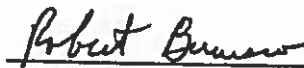
- B. That for any breach or non-performance of any of the covenants, conditions or agreements therein contained, the landlords my, at their option, declare the term forfeited and immediately reenter upon said premises as of their first and former estate and putout and remove tenants or any party calcimining under them, and said tenants do here by remise, release and forever quit-claim unto the landlords, their attorneys, administrators, executors, or assigns and all manner of error and errors, misprisions, mesenteries, defects and imperfections wherever in the entering upon said premises or in any suit or action touching the same.
- C. The tenants thereby waive any and all privileges, benefits and advantages, given or extended to tenants by any and all laws, usages, and customs, exempting any property of the tenants upon said premises or which may have been upon said premises from distress for rent or other bill or charge payable under this lease or from levy and sale under execution or requiring and appraisement of the property distrained upon, or requiring notice or other proceeding by landlords to obtain possession of said premise and tenants further agree to pay all costs for distraining, levying, collecting and selling such property and all costs, including attorney fees, incurred by landlords in any suit or action filed to recover said premises or rentals due thereon.

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Landlords Date 10-28-15



Tenants Date 11-04-2015

PARTNERSHIP AGREEMENT

This AGREEMENT, made this 1<sup>st</sup> day of January, 1990,  
between JOHN BURUSCO and ROBERT BURUSCO.

1. BUSINESS PURPOSE: The parties do hereby form a  
partnership to lease from Juan Burusco and Valen Burusco, the  
following described real property situate in Bingham County,  
Idaho, to wit:

Township 5 South, Range 31 E.B.M.:

Section 25: W1/2NW1/4; SW1/4;

Section 26: E1/2SE1/4;

Section 35: NE1/4

Section 36: N1/2NW1/4.

Together with all out-buildings and improvements thereon,  
except the rental home occupied by Jerry Lehman and the  
residence of Juan Burusco and Valen Burusco.

together with the following personal property:

Approximately 400 sheep;  
and machinery and equipment

It is expressly understood by and between the parties that  
this partnership shall not be limited to the Lease of the  
foregoing described property, and that additional real and  
personal property may hereafter be acquired in the partnership  
name, subject to the terms and conditions of this Agreement.

2. NAME: The business of the partnership shall be  
conducted under the firm name of BURUSCO FARMS, with its principal  
place of business being Aberdeen, Idaho, and its mailing address  
being 2531 West 1700 South, Aberdeen, Idaho, 83210.

3. TERM: The partnership shall continue until terminated as herein provided.

4. CAPITAL: Each partner shall make such contributions to the capital of the partnership as are from time to time required, and such capital shall be contributed by each of the partners in the proportions in which they share in the partnership profits and losses.

A separate capital account shall be maintained for each partner and neither partner shall withdraw any part of his capital account. If the capital account of a partner becomes impaired, his share of subsequent partnership profits shall be first credited to his capital account until that account has been restored before such profits are credited to his income account.

5. PARTNERSHIP EXPENSES: All expenses incurred in the course of conducting the partnership business, either directly by the partnership, or indirectly by the partners as agents of, or on behalf of the partnership, that would normally be deductible as recognized business expenses under the Internal Revenue Code, shall be paid by the partnership from its business receipts and earnings.

6. PROFITS AND LOSS: The net profits of the partnership shall be divided and the net losses of the partnership shall be borne equally by the partners. A separate income account shall be maintained for each partner and partnership profits and losses shall be charged or credited to the separate income account. If a

partner has no credit balance in his income account, losses shall be charged to his capital account.

7. SALARIES AND DRAWINGS: No partner shall receive any salary for services rendered to the partnership unless otherwise agreed by all partners. Each partner shall withdraw his respective share of the partnership profits remaining in his income account at the close of any calendar year, unless both partners agree otherwise. No additional share of profits shall inure to either partner by reason of the capital or income account being in excess of the capital or income account of the other partner.

8. INTEREST: No interest shall be paid to any partner on his original capital, his additional capital or his credit balance in his income account.

9. MANAGEMENT: Each partner shall devote his entire time to the conduct of the partnership business and shall have an equal voice in the management of the partnership business, and all decisions relating to the partnership business shall require the approval of both partners.

10. RESTRICTIONS ON PARTNERS: Either party may, without the consent of the other, obligate the partnership in an aggregate amount of \$500 during each calendar month, but neither partner, without the written consent of the other partner shall:

(a) Assign, encumber, pledge or sell his share in the partnership or enter into any agreement as a result of which any person shall become interested with him in the partnership;

(b) Borrow for, or lend money of the partnership, obligate the partnership as guarantor or surety of any contract or note, lease, purchase, or contract to lease or purchase any real or personal property on behalf of the partnership;

(c) Sell any partnership real or personal property;

(d) Assign, transfer, pledge compromise, or release any claim of the partnership except for full payment, or arbitrate, or consent to arbitration of any of its disputes or controversies;

(e) Use the name, credit, or property of the partnership for any purpose other than a proper partnership purpose;

(f) Do any act detrimental to the partnership business or which would make it impossible to carry on that business.

11. BOOKS OF ACCOUNT: A complete set of books of account, organized and maintained, using approved accounting practices, shall be established by the partnership's accounting firm. The books shall be retained either at the principal place of partners' business or at the partnership's accountant's office, and said books shall be open for inspection by any partner at all reasonable hours.

12. ACCOUNTING: Unless otherwise agreed, the fiscal year of the partnership shall be from January 1 to December 31 of each year, and the accounting basis shall be a cash basis. The partnership's accounting firm shall prepare the annual profit and loss statement and other financial statements required by the partnership.

13. BANKING: All funds of the partnership shall be deposited in partnership bank accounts at First Security Bank of Idaho, N.A., located at Aberdeen, Idaho. Until otherwise agreed

by the partners in writing, all withdrawals from such account shall be made upon checks countersigned by either of the partners.

14. PARTNERSHIP TERMINATION: The partnership may be dissolved at any time by agreement of the partners, in which event the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The death of either partner shall automatically dissolve the partnership, in which event, the surviving partner shall liquidate the partnership business shall be used and distributed in the following order:

(a) To pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations;

(b) To then pay any credit balances remaining in the income accounts of the respective partners:

(c) To then pay any credit balance remaining in the capital account of the respective partners; and

(d) To finally distribute all the remaining proceeds equally between the partners.

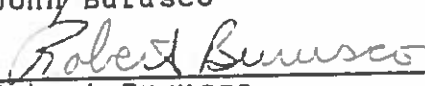
15. ARBITRATION: In the event of a disagreement between the partners, that cannot be adjusted mutually between them, a board of arbitration shall be set up with each party selecting an arbitrator and the two arbitrators picking a third, and such arbitrators shall consider the controversy existing between the parties and the decision shall be binding upon each of the partners, with each partner to bear an equal cost of the third arbitrator.

16. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding of the partners with respect

to the partnership and the covenants and agreements contained herein shall be binding upon the partners, their respective heirs, representatives, and assigns.

17. AMENDMENTS: Any amendment to this Partnership Agreement shall be void unless made in writing and signed by both the parties.

IN WITNESS WHEREOF, the partners have signed this Partnership Agreement the day and year first above written.

  
\_\_\_\_\_  
John Burusco  
  
\_\_\_\_\_  
Robert Burusco



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](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER

Governor

June 16, 2016

GARY SPACKMAN

Director

BURUSCO FARMS  
2445 W 1700 S  
ABERDEEN ID 83210

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO. 35-4189**

Dear Renter:

Please find enclosed a receipt in the amount of **\$3,821.60** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 224.8 acre-feet of water for irrigation of 190.5 acres during 2016. 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 \$3,439.44 of the rental fee will be paid to the lessor(s) and 10% or \$382.16 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881.

Sincerely,

 Sandra Thiel  
Sr. Water Resource Agent

Enclosures: Receipt No. C102166  
Rental Agreement (copy)

c: Sascha Marston – Fiscal  
James Cefalo – IDWR Eastern Regional Office/Water District # 120  
Greg Sullivan – Brockway Engineering



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](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER

Governor

June 15, 2016

GARY SPACKMAN

Director

BURUSCO FARMS  
2445 W 1700 S  
ABERDEEN ID 83210

**RE: REQUEST FOR RETURN OF SIGNED RENTAL AGREEMENT AND PAYMENT FOR  
WATER RIGHT 35-4189**

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

Dear Applicant:

The Department of Water Resources ("Department") mailed a **Water Supply Bank Rental Agreement ("Agreement")** for your review and signature on May 31, 2016. The signed agreement and rental fee has not been returned to the Department.

**Please sign the rental agreement and return it with the rental payment in the amount of \$3,821.60 within ten (10) days of this letter to complete processing.** Diversion and use of the water right is not authorized under the proposed agreement until it has been signed by both the renter and the Department. Any use associated with your proposed rental request before it has been executed is considered unauthorized and, if occurring, will be subject to any necessary enforcement action.

If the signed rental agreement and fee is not received by the department within the 10-day period, the rental application will be returned, and the proposed rental right made available for other rental applicants. You can reapply to rent water from the Bank again in the future by submitting a new rental application form that will be processed in turn with other pending applications.

If you have questions regarding this matter, please contact me at 287-4881.

Sincerely,

 Sandra Thiel  
Sr. Water Resource Agent

c: Greg Sullivan – Brockway Engineering



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](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

May 31, 2016

GARY SPACKMAN  
Director

BURUSCO FARMS  
2445 W 1700 S  
ABERDEEN ID 83210

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK  
WATER RIGHT NO. 35-4189**

**\*\*\*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 \$3,821.60 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 224.8 acre-feet.

**Please send a check for \$3,821.60 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 \$3,439.44 of the rental fee will be paid to the lessor(s) and 10% or \$382.16 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881

Sincerely,

 Sandra Thiel  
Sr. Water Resource Agent

Enclosure

c: IDWR Front Desk  
Greg Sullivan-Brockway Engineering PLLC

**BURUSCO FARM**  
WATER BANK RENTAL FIELDS 13,14 -2016  
NAIP 2015 AERIAL

**BROCKWAY ENGINEERING, PLLC.**  
**ALR - Date: 2/8/2016**

WSBR\_POL\_13,14 ☐ twmshp  
☐ Fields ☐ first  
☒ WR\_POD ☐ ladesec

**township**

## Fields

● **WR\_POD**

 **ladco**

☐WSBR\_POU\_13.14 ☐twmshp

## Rental 4 (200.9 af)

- Rental Point of Diversion
- Rental Place of Use
- Lease Point of Diversion
- Lease Place of Use

Aberdeen

Transfer



## One-Way Analysis of Independent Transfers

## New Water Right (GModelio):

| W/R No.                                                                  | Div. | Rate (CFS) | Con. Vol. (AF/A) | No. of Irr. Acres | Priority Date | POD Location | Dedicated Vol. AFA/ AFT | Model Node    |
|--------------------------------------------------------------------------|------|------------|------------------|-------------------|---------------|--------------|-------------------------|---------------|
| <b>Transfer 1: Proposed Steady State Impacts following Transfer</b>      |      |            |                  |                   |               |              |                         |               |
| 777                                                                      | 777  | 275.6      | 88.9             | 1/1/1960          |               | 8526E-3      | 275.6                   | 91.9 SP082075 |
| 777                                                                      | 777  | 275.6      | 88.9             | 1/1/1980          |               | 8526E-3      | 275.6                   | 91.9 SP068006 |
| <b>Transfer 1: Worst Case Transient State Impacts following Transfer</b> |      |            |                  |                   |               |              |                         |               |
| 777                                                                      | 777  | 275.6      | 88.9             | 1/1/1960          |               | 8526E-3      | 275.6                   | 91.9 SP082075 |
| 777                                                                      | 777  | 275.6      | 88.9             | 1/1/1980          |               | 8526E-3      | 275.6                   | 91.9 SP068006 |

## Impact by Reach (AFT/Trimester)

| Ashton to Rexburg | Heise to Shelley | Shelley to Nr Bickit | Nr Bickit To Neeley | Neeley to Minnicka | Dev. Wbl. To Bunl | Bunl to Kspr | Kspr to Kspr | Kspr to Malad | Malad to Malad | Malad to Bancroft |
|-------------------|------------------|----------------------|---------------------|--------------------|-------------------|--------------|--------------|---------------|----------------|-------------------|
| 1.53              | 4.58             | 13.94                | 45.09               | 0.94               | 2.54              | 2.88         | 1.28         | 0.81          | 0.74           | 0.05              |
| 1.53              | 4.58             | 13.94                | 45.09               | 0.94               | 2.54              | 2.88         | 1.28         | 0.81          | 0.74           | 0.05              |
| 1.53              | 4.58             | 13.94                | 45.09               | 0.94               | 2.54              | 2.88         | 1.28         | 0.81          | 0.74           | 0.05              |
| 1.53              | 4.58             | 13.94                | 45.09               | 0.96               | 2.58              | 2.94         | 1.30         | 0.82          | 0.75           | 0.05              |

## 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 AFT:              | 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:      | 2.1% | 6.2% | 18.7% | 60.6% | 1.3% | 3.4% | 3.9% | 1.7% | 1.1% | 0.1% |
| 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

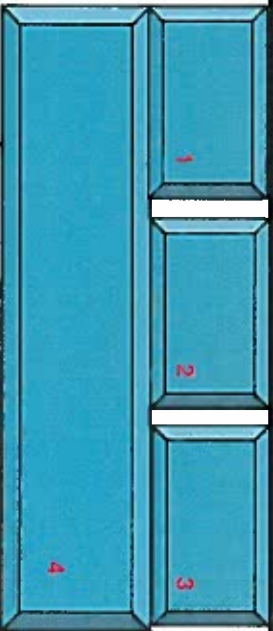
|                                           |      |      |      |      |      |      |      |      |      |      |
|-------------------------------------------|------|------|------|------|------|------|------|------|------|------|
| Mitigation Check 1 - > 10% of Historical: | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Mitigation Check 2: > 2.01 AFT:           | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.1  | 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  | 0.1  | 0.0  | 0.0  | 0.0  | 0.0  |

Head Map

# ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are  
set up for user entries



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

TRANSFER NO:  
Butusco 224

YEAR  
1960

SEASON  
WINTER

TRANSFER NAME:  
Butusco 4

ENTER CELL LOCATIONS:

|        |           |              |              |              |
|--------|-----------|--------------|--------------|--------------|
| ROW    | 'TO' CELL | 'FROM1' CELL | 'FROM2' CELL | 'FROM3' CELL |
| 86     |           | 85           | 0            | 0            |
| COLUMN | 101       | 107          | 0            | 0            |

| TRIMESTER<br>OF<br>ACTIVITY | TO WELL<br>Protected Use<br>A/T/TRIMESTER | FROM1 WELL                     |                                   | FROM2 WELL                     |                                   | FROM3 WELL                     |                                   |
|-----------------------------|-------------------------------------------|--------------------------------|-----------------------------------|--------------------------------|-----------------------------------|--------------------------------|-----------------------------------|
|                             |                                           | With Transfer<br>A/T/TRIMESTER | Without Transfer<br>A/T/TRIMESTER | With Transfer<br>A/T/TRIMESTER | Without Transfer<br>A/T/TRIMESTER | With Transfer<br>A/T/TRIMESTER | Without Transfer<br>A/T/TRIMESTER |
| WIN 1960                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SPR 1961                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SUM 1961                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| WIN 1961                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SPR 1962                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SUM 1962                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| WIN 1962                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SPR 1963                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SUM 1963                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| WIN 1963                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SPR 1964                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SUM 1964                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| WIN 1964                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SPR 1965                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SUM 1965                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| WIN 1965                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SPR 1966                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SUM 1966                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| WIN 1966                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SPR 1967                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SUM 1967                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| WIN 1967                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SPR 1968                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |
| SUM 1968                    | 0                                         | 75                             | 75                                | 0                              | 0                                 | 0                              | 0                                 |