

RECEIVED
MAY 23 2016
DEPARTMENT OF
WATER RESOURCES

**This is to certify that: FRANK TIEGS LLC
PO BOX 3350
PASCO WA 99302
(509)545-4545**

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	Acre Limit	Total Rented Acres
61-2162	09/03/1964	Ground water	NA	1.0 cfs	464.4 af	NA	103.2 ac
Total Annual Combined Limit				1.0 cfs	464.4 af	NA	103.2 ac

Annual Combined Rental Totals	1.0 cfs	*464.4af	NA	*103.2 ac
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*The water rented under this agreement is limited to 309.6 acre-ft for irrigation of 68.8 acres.

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, 2019.

Rental Fee:	Years 2016-2017	\$7894.80 annually
	Years 2018-2019	\$9288.00 annually

The fee for rental of the above-described water is \$7,894.80 annually for years 2016-2017 and \$9,288.00 annually for years 2018-2019. Ten percent (\$789.48/\$928.80) will be retained by the Department to offset administrative costs, and the remainder will be paid to the lessor(s). An annual payment shall be received by the Department prior to January 1 each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

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:

 Managing Member 5-18-16
Signature of Renter Printed Name and Title* Date

Signature of Renter Printed Name and Title* 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  Date 5/23/2016
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental Approved by IDWR  Date 5-23-2016

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

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER

NENWNE

Sec. 26, Twp 04S, Rge 06E, ELMORE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/01 TO 10/31

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	
04S	06E	23			0.2											6.2			6.4
04S	06E	26					9.5			7.5	38.1			7.3					62.4

Total Acres: 68.8

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. This rental agreement does not authorize the construction of a well.
11. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

12. 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. 161.
13. The following rights are diverted through point(s) of diversion described above: 61-12185, 61-12203, and 61-12205 and 61-12186, 61-12204 and 61-12206.
14. The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

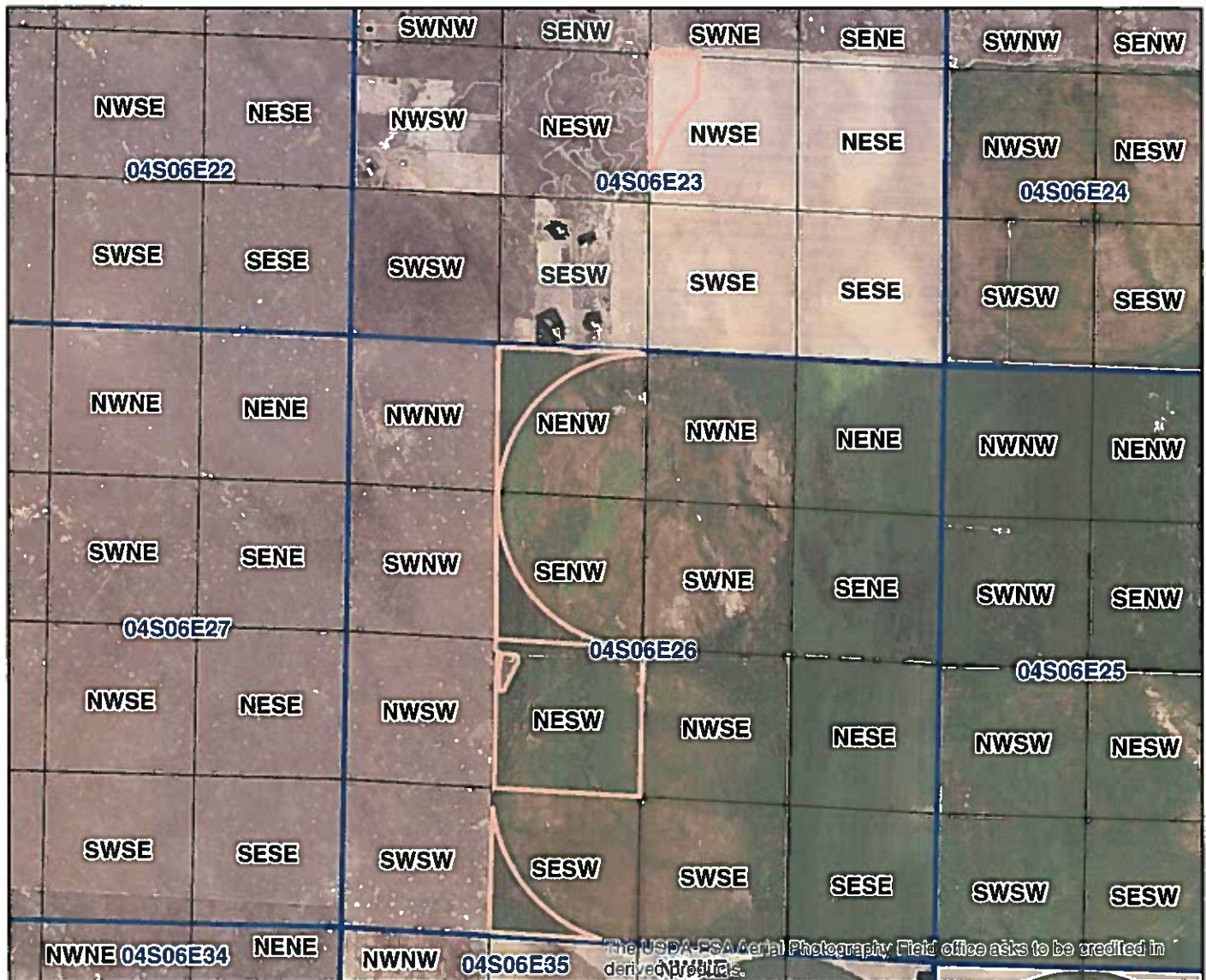


Idaho Water Resource Board

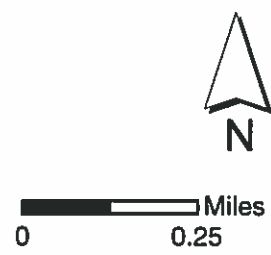
Water Supply Bank Rental Agreement

Effective until December 31, 2019

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

MAR 07 2016

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANKApplicant Name: Frank Tiegs LLC

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 *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)

61-2162

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Frank Tiegs LLC

Mailing Address PO BOX 3350 PASCO, WA 99302

Street

City

State

Zip Code

Email Address _____

Phone Number 509-545-4545

- 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 proposed rental will supply adequate irrigation water for this farm until a permanent water right can be transferred to this location.

- 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)
1.0 CFS	309.6 AF	1.0 CFS	309.6 AF	68.8 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?	
4/1/2016	6/1/2016	☐ 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):

Existing wells, pumps, motors, mainlines and delivery systems.

- 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
04S 06E Sec.24 SWSW	Ground Water	61-2207A, et al.
04S 06E Sec.24 NESE	Ground Water	61-2207A, et al.
04S 06E Sec.25 SWNW	Ground Water	61-2207A, et al.
04S 06E Sec.25 SWSW	Ground Water	61-2207A, et al.

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 68.8 (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:
61-2207A, et al.

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)
61-2162	Irrigation	3.1	1440	320		1.0	309.6	68.8
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	1.0	309.6	68.8
						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**:

N/A

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**:

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:
In the near future after the water right can be identified and permanently transferred.

- 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.

- D. Additional Information
None

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.

Frank Tiegs
Signature of Applicant

Frank Tiegs
Printed Name of Applicant

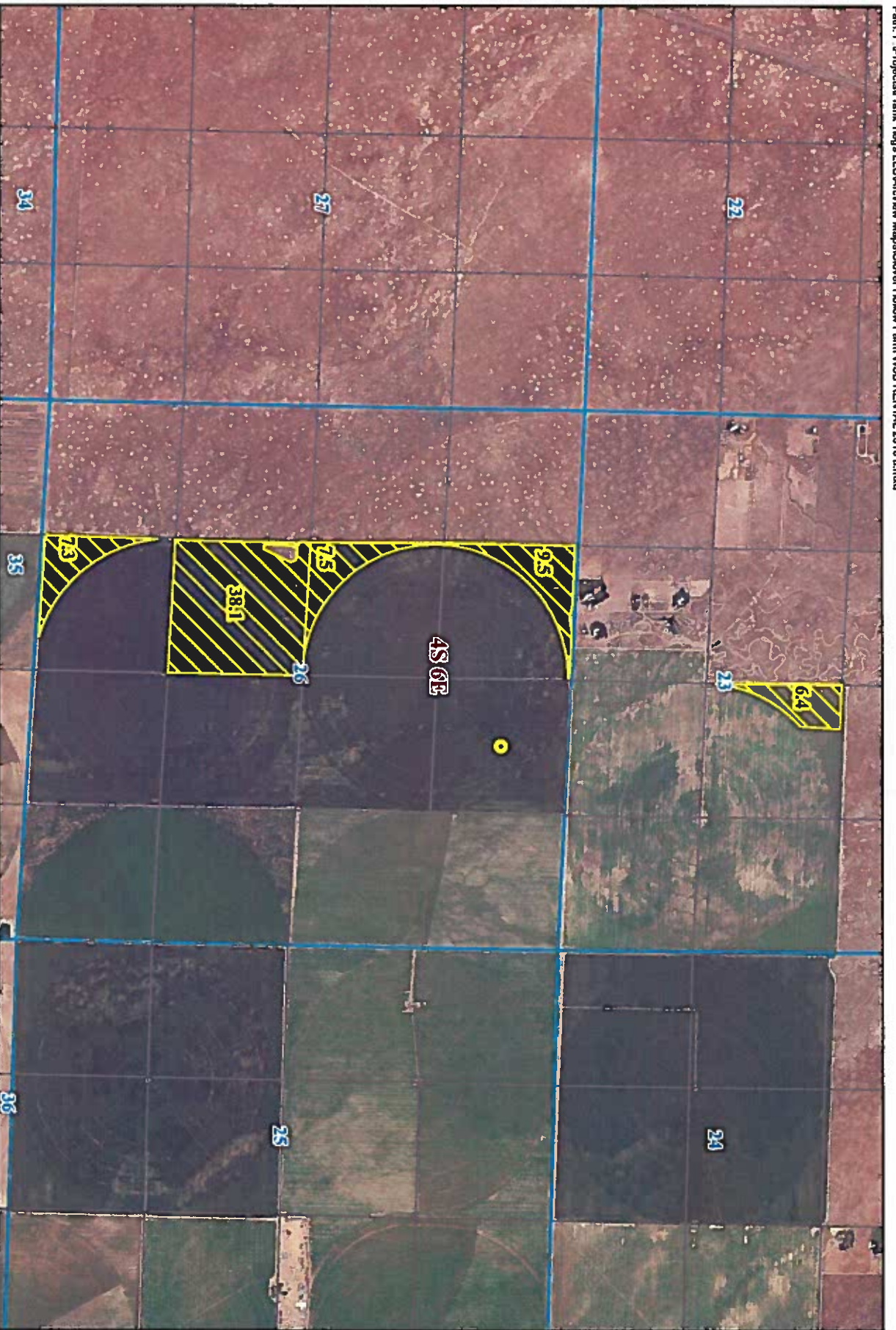
3-1-16
Date

Signature of Representative

Printed Name of Representative

Date

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



CLOVER HOLLOW FARM
WATER BANK RENTAL, 2016
NAIP 2015 AERIAL

- Legend
- POD_12185_CHF
 - Clover_Hollow_WSB_Rental_2016
 - tmshp
 - Sections
 - Indesc

DIVISION OF LANDS, MINERALS AND RANGE
BUREAU OF SURFACE AND MINERAL RESOURCES
300 NORTH 6TH STREET, SUITE 103
POST OFFICE BOX 83720
BOISE ID 83720-0050
PHONE (208) 334-0200
FAX (208) 334-3698



TOM SCHULTZ, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS
C. L. "Butch" Otter, Governor
Ben Yarsa, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon Woolf, State Controller
Tom Luna, Sup't of Public Instruction

April 10, 2013

Frank Tiegs LLC
Attn: Tim Tippet
PO Box 3100
Pasco WA 99302

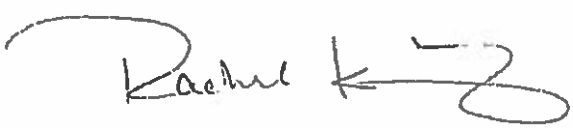
COPY

RE: Assignment of Lease No.C600001

Assignment of lease C600001 from LCSC Enterprises, LLC to you has been recorded. Enclosed is your copy of the assigned lease. Please keep it in a safe place; you will need it for future transactions.

The above lessee name and address has been recorded as the 'lessee of record' information. All billing and other lease correspondence will be mailed to this address. All change-of-address requests must be submitted in writing, signed by the lessee of record, and mailed to this office at PO Box 83720, Boise, Idaho 83720-0050, OR mailed to our area office listed below.

Please contact our Idaho Department of Lands, Southwest Office at (208) 334-3488 prior to making any improvements to the lease site or if you have any questions.


Rachel King
Office Services Supervisor
Department of Lands, Mineral and Range

Enclosure(s)

cc: Bureau File
Area Office
County Assessor
LCSC Enterprises, LLC, Attn: Blair Dance, 2815 S Avondale Avenue, Nampa ID 83686



INSTRUMENT ASSIGNMENT

This is to certify that this is a true and correct copy of this document, the original of which is filed with the Idaho Department of Lands (IDL)

Note: Incomplete forms will not be processed. All Assignment fees are Non-refundable

Date 4/15/13

For and in consideration of the full sale price of \$0 dollars paid for the Instrument, Improvements and/or personal property, with the amount of \$0 dollars, paid for the Improvements and/or personal property, receipt of which is hereby acknowledged. We hereby sell, assign and transfer, all of my/our rights, title and interest in State of Idaho Instrument No. FARMING LEASE NO. C600201 unto the following.

Individual or Family Trust Name:
Last _____
First _____
Middle _____
DBA: _____

Business or Entity Name:
FRANK TIEGS, LLC
Business or Entity Registration No. (or proof of pending application)

ADDRESS OF RECORD (FOR ALL CORRESPONDENCE) AND CONTACT INFORMATION

Street: 6610 W COURT ST
PO Box: PO BOX 3110
City: PASCO
State: WASHINGTON
Zip +4: 99302-3110
Country: _____
Attention: TIM TIPPETT
Title: AUTHORIZED AGENT

Business: FRANK TIEGS, LLC
Contact Name: TIM TIPPETT
Fax: 509-545-4804
Contact Name: TIM
Home: _____
Contact Name: TIM TIPPETT
Cell Area Code/Phone: 509-521-9354
Contact Name: TIM TIPPETT
Email Address(es): timt@franktiegsmark.com

- ☐ Assign Encroachment (Attachment A not required).
☒ Assign an interest in all lands within Instrument (Attachment f not required).
☐ Assign an interest in only part of the lands in the Instrument.

(Attachment of Property Description required for lands remaining and lands being removed)

ACCEPTANCE AND ASSUMPTION BY ASSIGNOR

I/We hereby swear and affirm that the consideration stated herein is the full and complete amount paid by the assignees to the assignors for the above-described State of Idaho Instrument, and no additional payment has been or will be made.

Date 1/30/13
Current Instrument Holder/Designated Agent _____

LCSC Enterprises, LLC
Company Name (if applicable)

Date _____
Current Instrument Holder/Designated Agent _____

Company Name (if applicable)
SUZANNE J. BEREUTER
Notary Public, State of Texas
My Commission Expires January 16, 2017

STATE OF TEXAS
County of Dallas

Subscribed and sworn to before me this 30th day of January, 2013

RECEIVED

FEB 15 2013

Notary Public
My Commission Expires: 1/16/17

Idaho Dept. of Lands

ACCEPTANCE AND ASSUMPTION BY ASSIGNEE

The undersigned, as Assignee(s) above-named, assumes and accepts the obligations and conditions of the above-described State of Idaho Instrument and separately covenants with the State of Idaho that they will abide thereby during the term of said Instrument. Assignee(s) does hereby swear and affirm that the sum of \$0 is the full and complete amount of consideration paid by Assignee(s) to the Assignor(s) herein, and that no additional payment has been or will be made.

Date 1/29/13
New Instrument Holder/Designated Agent _____

FRANK TIEGS, LLC
Company Name (if applicable)

Date _____
New Instrument Holder/Designated Agent _____

Company Name (if applicable)
JANELLE L MCCLORY
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES 04-21-14

STATE OF Washington
County of Franklin

Subscribed and sworn to before me this 29th day of January, 2013

Notary Public
My Commission Expires: 04-21-14

Instrument No FARMING LEASE NO C600201 Fee \$ 25.00

Area Manager Signature

Date 01/15/13



FARMING LEASE
No. C600001
LCSC ENTERPRISES, LLC

Article 1. Lease Summary

- 1.1 Lessor Name and Address: STATE OF IDAHO
By and through the State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050
- 1.2 Lessee Name and Address: LCSC Enterprises, LLC
Blair Dance
2815 S. Avondale Avenue
Nampa, ID 83686
- 1.3 Lease Term: Commencement: January 1, 2010
Expiration: December 31, 2019
- 1.4 Rent: The annual rent payment is due on January 1st of each year.

FARMING:

Irrigation: 40 acres at _____ per acre
_____ acres at \$ _____ per acre
Dryland: _____ acres at \$ _____ per acre
_____ acres at \$ _____ per acre
Wasteland: _____ acres at \$ 2000 per acre

COPY

Other Use: (please describe) _____, at \$ _____, per annum.

Rent terms are more particularly described in Article 3, Rental Rate and Modification of Rent, of this Lease.

- 1.5 Land Legal Description: See Attachment B
The Lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including all Attachments), does hereby lease and demise unto the Lessee the lands described in Attachment B for the uses specified herein.
- 1.6 Use of Premises: Farming
- 1.7 Bond: N/A
- 1.8 Liability Insurance: N/A
- 1.9 Exhibit Index: ATTACHMENT A - SPECIAL PROVISIONS - N/A
ATTACHMENT B - LEGAL DESCRIPTION
ATTACHMENT C - SITE MAP(S)

Assigned to Frank Tuleas L.L.C.
of 1410 W Court St, Ste B Pasco WA 99301
PO Box 3110 Pasco WA 99302
Recorded April 10, 2013

This is to certify that this is a true and correct copy of this document, the original of which is on file with the Idaho Department of Lands (IDL).
[Signature] 4/10/13
IDL Representative Date

This lease agreement (Lease) is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (Lessor) and LCSC Enterprises, LLC (Lessee).

LESSOR SIGNATURES

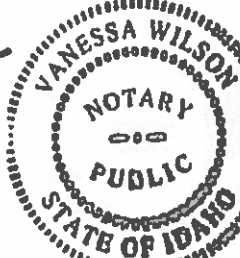
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Ben Ysursa
Secretary of the State of Idaho

George B. Bacon
Director Department of Lands

Vanessa Wilson
President of the State Board of Land Commissioners
and Governor of the State of Idaho



STATE OF IDAHO)
COUNTY OF ADA)

On this 17th day of December, in the year 2009, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the state of Idaho; and Ben Ysursa, known to me to be the Secretary of the State of Idaho and George B. Bacon, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public for Idaho Vanessa Wilson

Commission expires: 1-16-2014

LESSEE SIGNATURES

x LCSC Enterprises, LLC by Blair Lee Dance its Manager
(Lessee/Company) (Lessee/Company)

x _____
(Lessee/Company)

x _____
(Lessee/Company)

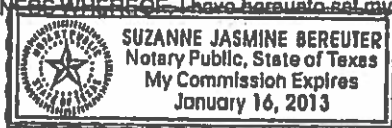
STATE OF Texas)

(SEAL)

COUNTY OF Dallas)

On this 10th day of December, in the year 2009, before me, a Notary Public in and for said State, personally appeared Blair Lee Dance known to me to be the lessee or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.



Notary Public: Suzanne Jasmine Bereuter

Commission expires: 1-16-13

**STATE OF IDAHO
STATE LAND LEASE**

Article 2. Use of Land

- 2.1 **Cropland Use.** The Lessee is authorized to use the number of acres identified on this lease as cropland. The location and management of said acres shall be designated in the written Lease Provisions. Said use shall be in accordance with this Lease, the Lessee's approved Lease Provisions, and any special provisions attached hereto. No use of the leased land for cropping purposes shall occur prior to the final approval of the written Lease Provisions by Lessor. Lessee shall pay to Lessor an additional rental for the identified acres of cropland whether cultivated or not in an amount determined by Lessor pursuant to Lessor's current cropland rental policy, along with the annual base rental payment as set forth in Article 3 herein.

Article 3. Rental Rate and Modification of Rent

- 3.1 **Annual Rent Payment.** Lessee agrees to pay to Lessor, in lawful money of the United States, each year's rent for every acre covered by this Lease, in an amount to be calculated pursuant to Lessor's most current crop report calculation. The rent shall be payable on or before the annual rental payment due date of each successive year. Lessee shall pay the annual rental to Lessor without abatement, offset, or deduction of any kind, unless otherwise authorized by the Lessor through a completed Lease Adjustment form provided by the Lessor. Lessor reserves the right to increase or decrease the annual rent. Lessee will be notified one hundred eighty (180) calendar days in advance of the due date of any increase in rental.
- 3.2 **Late Payment Charge.** If annual rental is not paid in full by the date it is due, Lessor may terminate the Lease upon thirty (30) calendar days written notice to Lessee. In addition, in the event any rent due hereunder is not paid in full when due, Lessee shall pay, in addition to such rent, a late charge in the first calendar month of such delinquency equal to the greater of Twenty-five Dollars (\$25.00) or one percent (1%) of the unpaid rent. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid rent. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.
- 3.3 **Lien.** The amount of the rent, late charge, and interest shall constitute a lien in favor of the State of Idaho against all of Lessee's improvements and other property on the Leased Premises, including, but not limited to, crops and livestock.

Article 4. Lease Terms and Special Provisions

COPY

- 4.1 **Lease Terms and Special Provisions.** Prior to issuance of this Lease, Lessee and Lessor must agree to written Lease Terms and Special Provisions. The content of the Lease Terms and Special Provisions shall address all activities that may take place under this Lease and include, but not be limited to, farming, the construction of improvements, the vegetation, noxious weed control and other factors identified by Lessor as necessary for inclusion in the Lease Terms and Special Provisions based on the specific characteristics of the Leased Premises and/or of Lessee's use of the premises.
- 4.2 **Modification of Lease Terms and Special Provisions.** Lessor may review and modify any Lease Terms or Special Provisions upon changes in conditions, laws, or regulations, provided that Lessor shall give Lessee thirty (30) calendar days notice of any such modifications prior to the effective date thereof. Prior to Lessee instituting any changes, Lessee must submit, in writing, the proposed changes to Lessor for approval. No changes shall occur prior to Lessor's written approval of the amended Lease Terms or Special Provisions. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.
- 4.3 **Compliance Required.** Lessee shall abide by all Lease Terms and Special Provisions. If Lessee fails to abide by all Lease Terms and Special Provisions, Lessee will be deemed in breach of this Lease and the Lease will be subject to cancellation in accordance with Article 18 of this Lease.

- 4.4 Reimbursement for Non-Standard Administrative Costs. The Lessee shall reimburse the Lessor for administrative costs incurred to address issues of compliance. Lessor's request for payment to Lessee will include a detailed description of the work completed and actual expense incurred.
- 4.5 See Attachment A of this Lease for the Special Provisions in effect as of the date of execution of this Lease.

Article 5. Subleasing or Assignment

- 5.1 Written Approval Required. Lessee shall not sublease or authorize another person to use any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the Leased Premises or any part of the Leased Premises or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to, but not limited to, to the existing Lease Terms and Special Provisions. The sublease cannot go beyond the Lease expiration date.
- 5.2 Additional Rental Due. In the event the Leased Premises is subleased in accordance with Article 5 for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.
- 5.3 Improvements. Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.
- 5.4 Copies to be Filed. Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the Leased Premises by another person shall be timely filed with Lessor.

Article 6. Leasehold Mortgage

- 6.1 Lessee shall not mortgage, pledge or otherwise dispose of Lessee's interest in the Lease, or any portion thereof, without prior written consent of Lessor. Lessee shall use mortgage or deed of trust forms provided by Lessor, and shall submit completed forms and appropriate fee to Lessor for review and approval. The term of a mortgage agreement shall not exceed the Lease term. Lessor may accept or reject a leasehold mortgage at its discretion.

Article 7. Environmental, Safety and Sanitary Requirements

- 7.1 No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the Leased Premises except the customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the land. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction of any hazardous waste, substances or materials onto the Leased Premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs

Incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the Leased Premises including, but not limited to, crops.

- 7.2 **Fire and Safety Regulations.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention. Lessee agrees to keep the land free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.
- 7.3 **Sanitary Requirements.** Concerning activities authorized under this Lease, Lessee shall at all times keep the land in a clean and sanitary condition, free of trash, garbage and litter so the land is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor. The Lessee shall not store trash on the Leased Premises nor transport trash, garbage, litter or debris onto the Leased Premises. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

Article 8. No Warranty of Suitability - Quiet Enjoyment - Public Use

- 8.1 **No Warranty.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the land or concerning the suitability of the land for the uses intended by Lessee. Lessee acknowledges that it has accepted the land in an AS IS CONDITION, accepting any and all known or unknown faults therein.
- 8.2 **Quiet Enjoyment.** Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the land, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the land, or to grant rights to others for use of the land, to the extent any such use does not materially interfere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.
- 8.3 **Public Use.** Lessee must allow the general public the right to use the Leased Premises for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach state-owned lands. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

Article 9. Water Right and Water Use

- 9.1 **List of Pre-Existing Water Rights to be Used on, or Diverted From, the Leased Premises.** As a condition of this Lease, the Lessee represents that the Lessee, or its authorized agents, owns the following water rights for use on, or diversion from, the Leased Premises.

Water Right Nos.:	61-2207A
	61-2007B
	61-7114
	61-7262A
	61-10581
	61-12185
	61-12203
	61-12205

To the extent that the Lessee represents that it owns water rights for use on, or diversion from, the Leased Premises that are not on record with the Idaho Department of Water Resources and any relevant water right adjudication court (for example, unclaimed *de minimis* stockwater rights), the Lessee shall set forth below for each such right(s) the following: (a) source of water, (b) quantity of water, (c) priority date, (d) point of diversion, (e) place of use, and (f) number and type of livestock providing the basis for the right:

Unclaimed Water Rights:

The Lessee represents that the above lists include each and every water right that the Lessee, or its authorized agents, owns for use on, or diversion from, the Leased Premises and that the Lessee owns no other water rights for use on, or diversion from, the Leased Premises.

As a condition of this Lease, the Lessee shall file a claim(s) with the Idaho Department of Water Resources and any relevant water right adjudication court for each and every water right set forth above that is not on record with the Idaho Department of Water Resources and any relevant water right adjudication court (for example, unclaimed *de minimis* stockwater rights) within six (6) months of the execution of this Lease or a lease adjustment.

- 9.2 **Future Water Rights and Water Use Generally.** The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the Leased Premises, and the Lessor shall be the owner thereof. The use of any water rights by the Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:

- A. To drill and use a water well,
- B. To develop and use any source of water,
- C. To cause any water to be conveyed off the Leased Premises,
- D. To bring water onto the Leased Premises.

- 9.3 **Water Systems.** If water is supplied to the land by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice of Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure or, damage to, or termination or curtailment of the operation of any water system or source supplying water to the land.

- 9.4 **Improvements in Aid of Water Use.** Improvements (pre-existing or future) made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the permit requirements of this lease.

- 9.5 **No Right of Access to Water Rights Upon Expiration or Termination of Lease.** Upon Expiration or Termination of this Lease, the Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of the Lessor.

Article 10. Noxious Weeds

- 10.1 The Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of the lessee, unless otherwise provided for in the Special Provisions included in Attachment A.

- 10.2 The Lessee shall ensure that prior to moving onto the Leased Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed Management Area. Cleaning of contaminated equipment and vehicles shall not take place on any state endowment land.
- 10.3 All straw and forage used for livestock feed, with the exception of that grown on the Leased Premises or on Lessee's immediately adjacent land, must be certified in accordance with the Idaho Department of Agriculture Forage and Straw Certification Rules (IDAPA 02.06.31) and must be certified as Idaho State Noxious Weed Free.

Article 11. Construction of Improvements

- 11.1 **Permit Required.** Lessee shall not construct or reconstruct, initiate or place improvements or structures of any character (herein referred to as "improvements") on or to the Leased Premises without the prior expressed, and written permission of Lessor. Said permission shall be in the form of a permit issued by Lessor, and shall be required for any improvement or structure on the Leased Premises including, but not limited to, range improvements, buildings or other structures, water developments, fences, vegetation treatment, or the clearing of land. Lessee shall submit project plans to the Lessor. If the project plans are approved and permitted in writing by Lessor, then Lessee shall construct and implement the improvements in full compliance with the approved plans, the permit and all applicable building codes, rules and laws. Permitted improvements shall be the property of Lessee, unless otherwise provided in the permit or approved Lease Terms and Special Provisions. Failure to obtain a written permit prior to construction and implementation of any improvement will be considered a trespass violation and may result in cancellation of the Lease or cause the Department to initiate proceedings to recover damages as provided for in IDAPA 20.03.14. Any improvement associated with the uses authorized in this Lease and placed on endowment land prior to January 1, 1970 is considered grandfathered and properly authorized even though there may be no documentation of authorization.
- 11.2 **Condition of improvements.** At all times during the term of this Lease, Lessee shall keep all improvements in good repair and functional condition to the satisfaction of Lessor. Any and all fences shall be neat, stock-proof, lawful fences and gates.
- 11.3 **Maintenance of improvements.** Lessee may be required to remove or reconstruct improvements in poor or non-servicable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until amended by the parties involved. If maintenance is not being accomplished, Lessor shall provide a letter to Lessee informing Lessee of the violation of the Lease. If work is not begun within thirty (30) calendar days and completed in a timeframe specified by the Lessor, Lessor may contract repairs and bill Lessee for actual costs incurred.
- 11.4 **Removing improvements.** Lessee shall not remove, relocate or otherwise alter any improvements without prior written permission from Lessor.
- 11.5 **Cost of improvements.** Any permitted improvement constructed by or at the request of Lessee, shall be constructed at Lessee's own expense, unless Lessor and Lessee shall have entered into a prior written cost sharing agreement for construction of such improvement.
- 11.6 **Permitted improvements At Lease Expiration/Termination.** Upon expiration or termination of this Lease for any reason, other than a default by Lessee, and in the event Lessor leases the land to a new lessee, Lessor shall require the new lessee to pay Lessee the then existing value of the permitted improvements in accordance with the then existing statutes and rules. Said value shall be determined through a valuation conducted by Lessor or by Lessee's documented cost of construction if the improvement was authorized after July 1, 2009. Improvement payments shall be first applied towards any rent or other monies due to Lessor before being disbursed to Lessee. Lessor does not hereby agree or become obligated to pay any such value to Lessee, such obligation shall be solely on the subsequent lessee, if any. Any improvement which Lessee is entitled or required to remove upon expiration of the Lease must be removed within six (6) months of the expiration of the Lease, otherwise it is deemed abandoned and title to such abandoned improvement shall vest in the State of Idaho. Provided, however, Lessor may authorize, in writing, prior to the expiration of the six (6) month time period, additional time for removal of improvement(s) by Lessee. Failure of Lessee to remove any such improvement within the extended time period established by Lessor shall constitute an abandonment of Lessee's rights to such improvement.

- 11.7 Improvements Not Approved. At any time during the term of the Lease, or upon expiration or termination of this Lease for any reason, Lessor may require, at Lessor's sole discretion, that Lessee remove any improvement placed on the Leased Premises without a prior permit from Lessor. The full cost of such removal, including the restoration of the Leased Premises, shall be solely Lessee's. In the event Lessor does not elect to require such removal, Lessee's failure to secure such permit shall constitute forfeiture. Title to any improvement placed on the Leased Premises without a permit from Lessor shall, at Lessor's option, immediately vest in Lessor without waiver of Lessor's right to require removal of the same by Lessee.
- 11.8 Lessor's Removal of Improvement. Lessor may, at its discretion, remove or have removed the abandoned or non-permitted improvement and Lessee shall be responsible for the full cost of removal and restoration of the Leased Premises. Nothing in this Article shall relieve Lessee from the obligation to remove any improvement as required by Lessor under other terms within this Lease or the permit authorizing the improvement.

Article 12. No Liens

- 12.1 Lessee will not permit or suffer any liens of any kind or nature to be effected on or enforced against the Leased Premises, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Leased Premises at Lessee's instance or request. Lessee shall ensure that full payment is made for any and all materials joined or affixed to the Leased Premises pursuant to this Lease and for any and all persons who perform labor on the land.

Article 13. Sale, Exchange or Reclassification of Leased Premises

- 13.1 Sale. Lessor may sell all or any portion of the Leased Premises during the term of this Lease. Lessor will notify Lessee that the Leased Premises are being considered for sale at the time the proposed sale is scheduled for submission to the Land Board for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease, or unless Lessee is to be permitted to harvest a growing crop before surrendering possession. When creditable improvements are present, and Lessee delivers possession of the land, Lessor shall value them in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements by the purchaser on the day of sale. Lessee shall have the rights provided by paragraph 11.6, and the then existing statutes or rules with respect to compensation for permitted improvements placed upon the Leased Premises by Lessee.
- 13.2 Consent To Land Exchange. Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of any such land, or portion thereof, in any land exchange deemed necessary or appropriate by Lessor. This consent is given in compliance with Idaho Code § 58-138. In the event Lessor chooses to include the Leased Premises, or any portion thereof, in any proposed land exchange in the future, Lessor shall provide Lessee with at least thirty (30) days written notice from the Director of the Department of Lands. Upon the consummation of the proposed land exchange, that portion of lands included within the exchange shall be deleted from this lease, and Lessee's lease payment obligation for the ensuing year shall be reduced proportionately. Lessee shall be entitled to continue to use the lands included within any such exchange for the balance of the year in which the exchange occurs unless otherwise notified in writing by Lessor, in which event the lease payment for such year shall be prorated.
- 13.3 Change in Use. The Lease may be cancelled in whole or in part upon one hundred eighty (180) calendar days written notice by Lessor if the use of the Leased Premises is to be changed to any other use that is incompatible with the use authorized by this Lease, as designated by Lessor. In the event of early cancellation due to change in land use, Lessee will be entitled to a prorata refund of the premium bid for a conflicted lease.

Article 14. Relationship of the Parties

- 14.1 Lessee is not an officer, employee or agent of Lessor. In no event shall any official, officer, employee or agent of Lessor or of the State of Idaho be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

Article 15. Reservations by Lessor

- 15.1 Lessor expressly reserves and excepts the following rights:

- A. To enter upon the Leased Premises, or any portion thereof, during the term of this Lease for any purpose, including, but not limited to, the purpose of inspecting the Leased Premises.
- B. All rights not expressly granted to Lessee under this Lease, including, but not limited to, all rights to timber, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, water, and fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by Lessor.
- C. To grant easements and rights-of-way over and across the Leased Premises. Lessor shall coordinate with Lessee before processing any easement applications on the Leased Premises. The grantee of such easement shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the easement. Said value shall be determined by Lessor's valuation.
- D. To issue other leases on the Leased Premises. Such other leases may be for any purpose deemed appropriate by Lessor, including, but not limited to, the exploration and development of oil, gas, geothermal and mineral resources as provided by Title 47, Idaho Code. In the event any such other lease is granted by Lessor, the other lessee shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the other lease. Said value shall be determined by Lessor's valuation. If the other lease conflicts with the grazing use or makes consumptive use of forages, the grazing rental will be adjusted to reflect such loss of use.
- E. To require that changes be made in the use under this Lease, and/or to the improvements on the Leased Premises, including, but not limited to, the sanitation or other facilities for the protection of public health, safety, preservation of property or water quality.
- F. To reserve as Lessor's sole property any and all water appurtenant to Lessor's land or from any source arising thereon and to hold water rights for any beneficial use that may be developed as a result of this Lease, and as further provided in Article 9 herein.
- G. Rights of ingress, egress, and access, over and across the Leased Premises for Lessor and its lessees, permittees, contractors, and assigns on existing roads, or on suitable alternative roads provided by Lessee.
- H. To change the use of the Leased Premises, in whole or in part, for other uses that will better achieve the objective of Lessor. Upon a change in use this Lease may, at Lessor's discretion, be terminated in whole or as to the affected part. In the event of any such termination due to a change in use, the provisions of Article 11 relating to compensation for permitted improvements shall apply.
- I. To sell timber on the Leased Premises or otherwise conduct forest management activities, Lessor reserves the right to restrict or prohibit grazing use on all or portions of the Leased Premises for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination of grazing use, together with a map of the restricted area.
- J. To restrict or prohibit grazing on all or any portion thereof of the Leased Premises in response to emergency conditions such as, but not limited to, fires, flooding and drought.
- K. To sell all or any portion of the Leased Premises at any time during the term of this Lease, and as further provided in Article 13 herein.

- L. To harvest seed from plants on land not under a farming lease. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on farming operations.
- M. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.
- N. To claim all permanent improvements placed upon the Leased Premises remaining after six (6) months in cases of abandonment by Lessee or to take possession immediately in cases of cancellation upon breach of any of the conditions of the Lease. No improvements will be disposed of by Lessor until all appeals have been exhausted.

Article 16. Indemnification

- 16.1 Lessee shall indemnify, defend and hold harmless Lessor, the State of Idaho, its officers, agents and employees from and against any liability, claims, actions, damages, costs, expenses or losses, including reasonable attorney's fees and costs caused by or arising out of the performance, acts or omissions of Lessee, Lessee's agents, officers or employees, or persons using the Leased Premises with Lessee's permission, or otherwise arising out of Lessee's use or occupation of the Leased Premises; or arising from the failure of the same to comply with any applicable state, federal, local, law, statute, rule, regulation, act, or provision of this Lease. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of Lessor, its agents, officers or employees other than claims which arise solely out of negligence on the part of Lessor, and this duty shall survive the termination or expiration of this Lease.

Article 17. Payment of Taxes, Assessments or Fees - Lien

- 17.1 Unless otherwise provided, Lessee shall pay all water charges, fees, assessments or taxes of whatsoever nature that may be legally levied or assessed against the Leased Premises herein described, or any portion thereof or on any improvements thereto. If the same is not paid, it shall constitute a lien in favor of the State of Idaho against all improvements, or crops growing on the Leased Premises.

Article 18. Lessee's Default

- 18.1 Lessee's Failure to Comply. Lessee's failure to comply with the Lease Terms and Special Provisions shall be a breach giving rise to a basis for termination of the Lease. Lessor shall provide Lessee thirty (30) calendar days written notice of the cancellation and, if applicable, the corrective action required of Lessee. The notice shall specify a reasonable time to make a correction or cure the violation or breach, if such breach is subject to correction or cure. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall be automatically terminated on the date specified in the written cancellation notice without any further notice or demand, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default, remove any of the improvements, or crops thereon, whether crops are harvested or not unless directed by Lessor. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies against Lessee as are available at law or in equity, and Lessor's pursuit of any particular remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim of Lessor against Lessee.
- 18.2 Lessor's Performance Upon Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be additional rent fully due and payable on demand from Lessor.

Article 19. Surrender of Land

- 19.1 Lessee shall, at the termination or expiration of this Lease, deliver immediate possession and vacate the Leased Premises, leaving it in the same or better condition than it was in at the time of Lessee's entry on such premises under this agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of Lessee, and upon vacating shall leave the demised land free and clear of all rubbish and debris, and with all improvements in good order and condition.

Article 20. Cancellation By Mutual Agreement

- 20.1 Leases may be cancelled by mutual agreement between the Lessor and the Lessee. The Lessor will not unreasonably withhold approval of a request for cancellation by a Lessee.

Article 21. Notices

- 21.1 Notices. Any notice or any demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party.
- 21.2 Addresses. Until changed by notice in writing, notice, demands, and communications under this Lease shall be addressed to Lessor at:

Idaho State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise, Idaho 83720-0050

and to Lessee at the address set forth at the beginning of this Lease. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in mailing address.

Article 22. Waiver

- 22.1 The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by Lessor hereunder shall not be construed to be a waiver of any violation of the term(s) of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

Article 23. Attorneys' Fees and Costs

- 23.1 In the event Lessor initiates a legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, and Lessor prevails, Lessor shall be awarded such additional sums as the court may adjudge for reasonable attorney's fees (including fees from the Office of the Attorney General of the State of Idaho) and to pay all costs and disbursements incurred in such proceeding, including, but not limited to, accountants' fees and fees of appraisers or other experts.

Article 24. Lessee's Compliance with Applicable Laws and Rules

- 24.1 Full compliance. Lessee shall fully comply with all applicable federal, state, or local statutes, ordinances, rules, regulations and laws now existing or hereafter enacted. This shall include, but not be limited to, all applicable rules and regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including but not limited to, the rules governing leasing of endowment lands, IDAPA 20.03.14.

- 24.2 No Waste or Nuisance. Lessee shall not use the land in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.

Article 25. Miscellaneous

- 25.1 No Trespass. Lessee shall not use nor allow Lessee's livestock or livestock from adjacent lands to graze or run at large over lands belonging to Lessor not under lease to Lessee or approved within the Lease Terms and Special Provisions.
- 25.2 Appraisals and Valuations. Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state law and regulations, and the then existing policy of Lessor.
- 25.3 Subject to Existing Leases/Easements. This Lease is expressly subject to any right-of-way, easement, lease or contract, including, but not limited to, any present or future timber sale contract, that are now in force and effect or that may hereafter be granted relating to the Leased Premises.
- 25.4 Timber. This Lease does not authorize Lessee to cut any timber growing on the Leased Premises. Any unauthorized use of such timber by the Lessee or with his knowledge or consent, shall work a forfeiture of this Lease without notice, and said Lessee shall be responsible for damages in the amount of treble the value of the timber used or taken and all other damages. Said timber value to be determined by Lessor.
- 25.5 Modification. This Lease may be modified only by a fully executed Lease Adjustment on a form provided by Lessor.
- 25.6 Binding on Heirs and Successors. This Lease, including the Lease Terms and Special Provisions, shall inure to the benefit and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties.
- 25.7 Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- 25.8 Paragraph Headings. The paragraph headings, titles and captions used in this Lease are for convenience only and are not part of the Lease.
- 25.9 Entire Agreement. This Lease, including all exhibits attached hereto, contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.
- 25.10 Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State courts located in Ada County in the event of any dispute with respect to this Lease.
- 25.11 Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- 25.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Special Provisions
Attachment A

This page is not applicable.

Legal Description

Attachment B

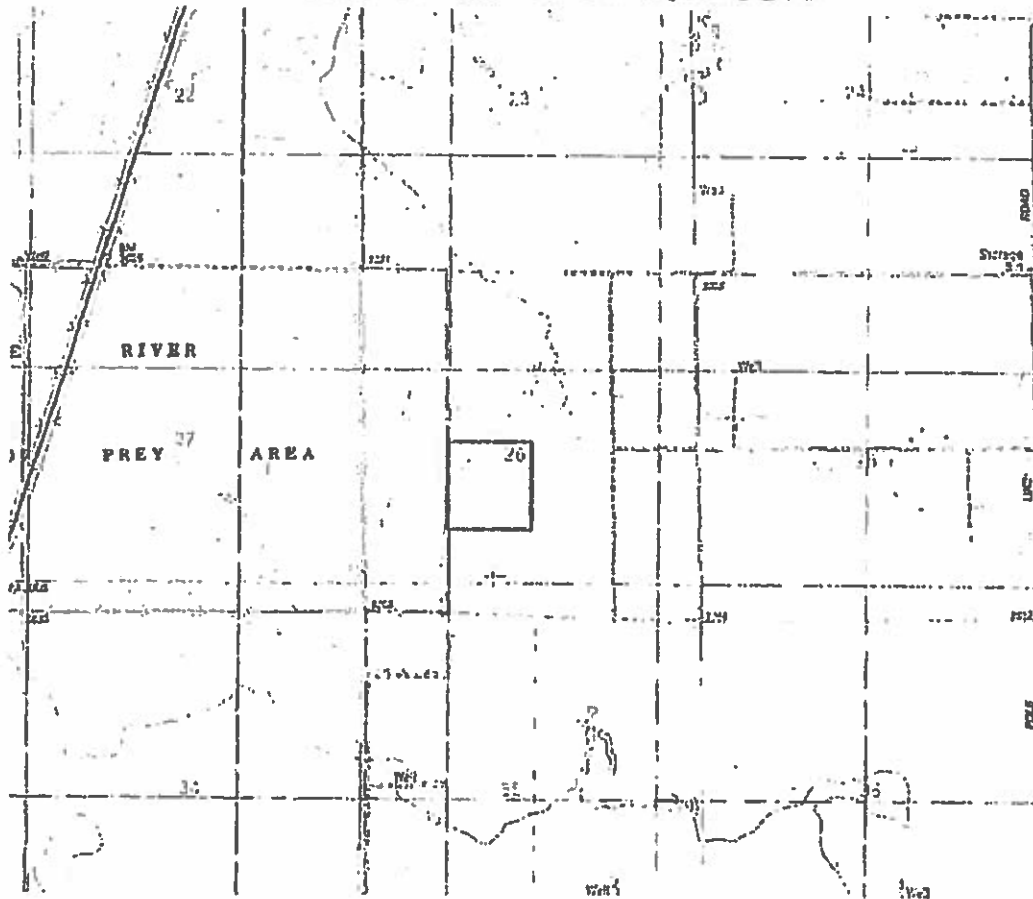
Description of Property

County	Acres	Subdivision Description	Section	Township	Range	Endowment
Elmore	40.00	NE OF SW QUARTER	26 00	04S-06E		AC
	40.00					

Site Map
Attachment C

MAP #1

LCSC Proposed Crop Lease
T 04 S R 06E Section 26
NE of the SW Quarter



-  LCSC Proposed Crop Lease
-  Fences
-  Ownership
-  BLM
-  USFS
-  State land



0.5 0 0.5 Miles DAH 11/24/2009

DIVISION OF LANDS, MINERALS AND RANGE
BUREAU OF SURFACE AND MINERAL RESOURCES
300 NORTH 6TH STREET, SUITE 103
POST OFFICE BOX 83720
BOISE ID 83720-0050
PHONE (208) 334-0200
FAX (208) 334-3698



TOM SCHULTZ, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS
C. L. "Butch" Otter, Governor
Ben Ysursa, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon Woolf, State Controller
Tom Luna, Sup't of Public Instruction

April 10, 2013

Frank Tiegs LLC
Attn: Tim Tippet
PO Box 3100
Pasco WA 99302

COPY

RE: Assignment of Lease No.C600001

Assignment of lease C600001 from LCSC Enterprises, LLC to you has been recorded. Enclosed is your copy of the assigned lease. Please keep it in a safe place; you will need it for future transactions.

The above lessee name and address has been recorded as the 'lessee of record' information. All billing and other lease correspondence will be mailed to this address. All change-of-address requests must be submitted in writing, signed by the lessee of record, and mailed to this office at PO Box 83720, Boise, Idaho 83720-0050, OR mailed to our area office listed below.

Please contact our Idaho Department of Lands, Southwest Office at (208) 334-3488 prior to making any improvements to the lease site or if you have any questions.

Rachel King
Office Services Supervisor
Department of Lands, Mineral and Range

Enclosure(s)

cc: Bureau File
Area Office
County Assessor
LCSC Enterprises, LLC, Attn: Blair Dance, 2815 S Avondale Avenue, Nampa ID 83686



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

May 27, 2016

FRANK TIEGS LLC
PO BOX 3350
PASCO WA 99302

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 61-2162**

Dear Renter:

Please find enclosed a receipt in the amount of **\$7,894.80** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 464.4 acre-feet of water for irrigation of 103.2 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 \$7,105.32 of the rental fee will be paid to the lessor(s) and 10% or \$789.48 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4946.

Sincerely,

Michele Edl
Sr. Water Resource Agent

Enclosures: Receipt No. C102081
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Angie Grimm – IDWR Western Regional Office
Rob Whitney – State Water District No. 161
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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 10, 2016

FRANK TIEGS LLC
PO BOX 3350
PASCO WA 99302

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 61-2162**

*****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 \$7,894.80 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 464.4 acre-feet. An annual payment shall be received by the Department prior to the execution of this agreement and prior to January 1 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$7,894.80 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 \$7,105.32 of the rental fee will be paid to the lessor(s) and 10% or \$789.48 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4946.

Sincerely,

Michele Edl
Sr. Water Resource Agent

Enclosure

c: IDWR Front Desk
Greg Sullivan-Brockway Engineering PLLC

MEMORANDUM

To: Water Right(s) 61-2162
From: Michele Edl
Date: May 2, 2016
Re: Review & Analysis of Tiegs (Clover Hollow Farm) Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: On March 7, 2016, the Water Supply Bank received a rental proposal submitted by Greg Sullivan (Engineer, Brockway Engineering, PLLC) on behalf of Frank Tiegs, LLC. The rental application proposed to rent a portion of water right 61-2162 to irrigate 68.8 acres in Twp 4S, Rge 6E, sec 26. The applicant requested a rental agreement with a 4-year duration.

AUTHORITY TO FILE: According to available Elmore County taxlot information, the proposed places-of-use are owned by either Frank Tiegs LLC, or the State of Idaho. The application includes a copy of the lease agreement with the Department of Lands, which expires December 31, 2019. Frank Tiegs, LLC is listed with ISOS as #W 122003. Frank Tiegs is listed as both a member and manager and he signed the application.

The proposed point-of diversion is an existing well within Frank Tiegs, LLC property. The well is currently the authorized POD for 6 decreed water rights for irrigation use: 61-12185, 61-12203, and 61-12205 which are owned by Frank Tiegs, LLC and 61-12186, 61-12204 and 61-12206 which are owned by TLK Properties LLLP.

WATER RIGHT VALIDITY:

The entirety of water right 61-2162 was leased to the Water Supply Bank on June 1, 2006 for an indefinite period. During the 2015 season, the owner of the right was contacted and agreed to extend the term of the lease for five (5) more years. The current lease expires in 2020.

A review of recent aerial photography shows that irrigation has been idled on the leased land. Water sufficient to meet the requested rental amounts is available for the duration requested.

Water right 61-2162 was transferred but not fully developed from any specific POD. Through the WSB, the right has been utilized at various locations; often by the J R Simplot Company on behalf of their contracting farms.

INJURY TO OTHER WATER RIGHTS: Both the nominal POU and POD of the leased water right (WR#61-2162) and the rental POU and POD in Clover Hollow Farm are located within the Mountain Home Ground Water Management Areas. No additional injury is apparent by moving the POD from one well in the GWMA to another.

The POD/well is currently shared between Frank Tiegs LLC and TLK Properties LLC. The consultant stated that TLK Properties LLC no longer diverts from the well. However, I found that TLK Properties LLLP had filed an application for transfer with the Western Region office in Dec 2012. That transfer acts on water rights 61-12186, 61-12204 and 61-12206 which are owned by TLK Properties LLLP and which are authorized to divert from this well. As of the date of this memo, that transfer (#78279) is awaiting approval but it did not request a change in PODs.

The WSB assumes that the well and pump have the capacity to divert water for this rental use in addition to six the existing water rights.

ENLARGEMENT OF USE:

A review of 2015 aerial photography and a POU analysis reveals that Frank Tiegs LLC irrigated lands outside of the authorized POUs for its water rights. The compliance/enforcement section has been informed and will follow-up.

Frank Tiegs LLC wishes to continue to irrigate much of the ground that was irrigated in 2015. The water rented from the WSB through this application will replace some of enlargement found in their 2015 irrigation use. In addition, changes to the irrigation system have been proposed which will reduce the irrigated acreage to match the amounts that have been authorized by their water rights. Refer to transfer #80749.

In the rental application, the consultant lists several other wells as points-of-diversion for the rented water. Those wells are the authorized PODs for water rights owned by Frank Tiegs LLC. and according to the consultant, are interconnected to the single well which is shown on the rental application map. That interconnection has not yet been sanctioned by an approved transfer. However, a transfer has been filed on behalf by Frank Tiegs LLC which does request changes to the PODs, POU's and SOU for the family of rights that it owns. Please refer to transfer #80749.

The rental agreement will be limited to the acre and volume proportional to the requested rate.

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 rented right(s) are subject to Water District 161. The watermaster and Western Region have been consulted and are not opposed to the rental

Right 61-2162 was decreed in the SRBA without limits. However, the 2006 lease agreement appears to limit this right when used with 5 other rights. Those limits may be based on the acre overlap of 61-7170 and may be appropriate for rental of the final acres of the group. But this rental is for the first 1.0 cfs, 464.4 af, and 103.2 acres. The overlap doesn't impact this rental.

Water Right No.	Rented Vol (AF)	Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$17 (2016-2017)	Rental Amounts		Lessor Fee (90%)	Administrative Fee (10%)	Total Fee @ \$20 (2018-2020)
					Rate	Acres			
61-2162	464.4	\$7,105.32	\$789.48	\$7,894.80	1.00	68.80	\$8,359.20	\$928.80	\$9,288.00
							\$0.00	\$0.00	\$0.00
Total	464.4	\$7,105.32	\$789.48	\$7,894.80	1.00	68.80	\$8,359.20	\$928.80	\$9,288.00
calculated by Michele Edl									
61-2162	rate	volume	acre	af/ac	cfs/ac		comment		
decreed	3.1	1440	320	4.50	0.0097		right was decreed without combined limit		
lease	16.36	5250	1166	4.50	0.0140		lease agreement declares combined limits with 5 rights:		
							61-2162, 61-2163, 61-2165, 61-7170 & 61-12039(split of 61-2164)		
available	3.1	1440	320.00	4.50	0.0097		combined limits have no impact on THIS rental		
Regs rental request	1	309.6	68.8	4.50	0.0145				
adjusted rental	1	464.4	103.2	4.50	0.0097		add'l vol & porportional ac must be rented to fit requested rate		
remaining	2.1	1130.4	251.2	4.50	0.0084				

Basin	Sequence	Suffix	Pro
-------	----------	--------	-----

[illegible]

Edl, Michele

From: Van Dyke, Nick
Sent: Monday, April 18, 2016 9:56 AM
To: Edl, Michele
Subject: RE: Tiegs LLC - Clover Hollow Farm rental

Michele,

Nothing sticks out from our end to prevent this one to move forward.

Nicholas Van Dyke

*Sr. Water Resource Agent
Idaho Department of Water Resources
Phone: (208) 334-2190
Fax: (208) 334-2348
Email: nick.vandyke@idwr.idaho.gov*

From: Edl, Michele
Sent: Friday, April 15, 2016 4:28 PM
To: Van Dyke, Nick; Whitney, Rob
Subject: Tiegs LLC - Clover Hollow Farm rental

Nick, Rob,

I have completed my review of the 2016 rental for Fran Tiegs' Clover Hollow Farm.

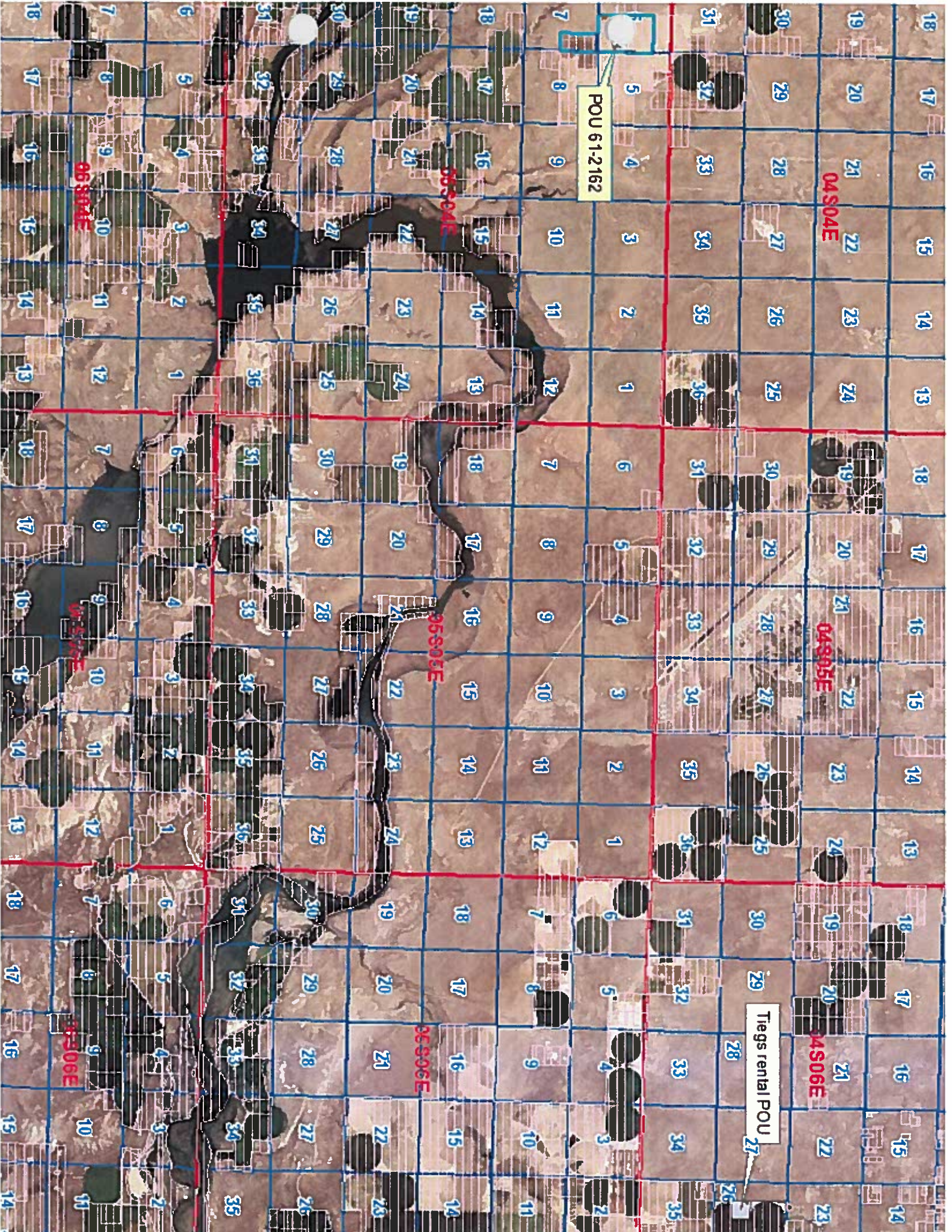
Approval of the rental will authorize irrigation of 68.8 acres for the 2016-2019 seasons. Both the lease POU and the rental POU & POD are located within the Mountain Home GWMA's.

Tiegs LLC has submitted an application for transfer which will update rights appurtenant to this same POU.

I have attached a copy of my review memo and a jpg showing the rental and lease POUs. When you get a minute, please let me know if you have any concerns about this lease-rental.

Thanks.

Michele Edl
287-4946





IDAHO SECRETARY OF STATE Viewing Business Entity

Lawrence Denney, Secretary of State

[[New Search](#)] [[Back to Summary](#)]
[[Get a certificate of existence for FRANK TIEGS, L.L.C.](#)]
[[Monitor FRANK TIEGS, L.L.C. business filings](#)]

FRANK TIEGS, L.L.C.

PO BOX 3110
PASCO, WA 99302

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING

State of Origin: WASHINGTON

Date of 15 Feb 2013

Origination/Authorization:

Current Registered Agent: RICHARD F GOODSON
877 MAIN ST STE 1000
BOISE, ID 83702

File Number: W122003

Date of Last Annual Report: 14 Jan 2016

Annual Report Due: Feb 2017

Original Filing:

Filed 15 Feb 2013 CERTIFICATE
OF AUTHORITY

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[View Image \(TIFF format\)](#)

Annual Reports:

Report for year 2016 ANNUAL REPORT

Report for year 2015 ANNUAL REPORT

Report for year 2014 ANNUAL REPORT

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[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

MAR 07 2016

DEPARTMENT OF
WATER RESOURCES

March 4, 2016

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

Re: Frank Tiegs LLC

Dear Mrs. Palmer:

Frank Tiegs LLC desires to rent 68.8 acres from water right 61-2162 for a period of 4 years. Based on the Water Supply Bank Processing spreadsheet, water right 61-2162 should be available for rental.

A transfer for this farm has been submitted to the Western IDWR regional office to create a permissible place of use on this farm. It is expected that a transfer for 68.8 acres will be submitted to IDWR within the proposed 4 year rental period applied for in this application.

Please copy our office on all correspondence regarding this application.

Sincerely,

Greg Sullivan, M.S., Engineer

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

Cc: Jim Mclelland
Enc: Rental Application, Aerial Map

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506