



Well
Dairy Site

MIC
MAR 29 200

36-08803

AFFIDAVIT of PUBLICATION

State of Idaho }
County of Gooding } ss.

RECEIVED

AUG 14 2000

Department of Water Resources
Southern Region

RECEIVED

AUG 22 2000

Department of Water Resources
Southern Region

App for Water Rights - Veenstra
TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

IDWR

BILL TO

Norma DeVoe, being first duly sworn,
deposes and says that she is the printer (publisher) of the Gooding County Leader, a
newspaper published every week in Gooding, County of Gooding, State of Idaho; that
said newspaper has been continuously and uninterruptedly published for a period of
seventy-eight consecutive weeks prior to the first publication of the annexed notice, and
is a newspaper qualified to publish legal notices as provided by act of the 1919 session
of the legislature of the State of Idaho, known as House Bill 145; that the annexed
advertisement was published once each week for

2 consecutive issues in said newspaper proper and not in
supplement; that the date of the first publication of said advertisement was on the
3rd day of *August*, 19*2000*
and that date of the last publication was on the *10th* day of

August, 19*2000*
On this *10th* day of *August*

in the year of *2000*, before me, a Notary Public, personally appeared
Norma DeVoe, known or identified to me to be the person
whose name subscribed to the within instrument, and being by me first duly sworn,
declared that the statements therein are true, and acknowledge to me that she executed
the same.

Shelley Sturgeon
Notary Public for Idaho
Residing at *Jerome*

SHELLEY STURGEON

Notary Public
State of Idaho

My commission expires: *12/3/05*

7509 / 31836
GOODING COUNTY LEADER

Gooding, Idaho

OK MB 8/22/00

COST OF PUBLICATION

Number of Picas per Line _____

Number of Lines in Notice _____

Number of Insertions *2x*

_____ Lines tabular at _____ 7.5¢/Pica

507.38 Lines straight at *32.98* 6.5¢/Pica

507.38 Subsequent lines at *27.91* 5.5¢/Pica

Affidavit Fee: *2.25*

TOTAL COST *63.14*

COPY OF NOTICE

NOTICE OF APPLICATION FOR WATER RIGHT

The Following application(s) have
been filed to appropriate the public
waters of the State of Idaho: (HBI)
36-08803

VEENSTRA, PETE
VEENSTRA, CHERYL
1700-A EAST 3400 S
WENDELL, IDAHO 83355
Source: GROUND WATER
Diversion Pt: LOT 4 (SWSW) Sec 19
T 08S R 15E in GOODING County.
Use: STOCKWATER (0.130 CFS)
COMMERCIAL (0.130 CFS)
Total Diversion: (0.130 CFS)

Date Filed: 7/13/2000
In: GOODING County
T08S R15E S19 SWSW

The application proposes to divert
groundwater from the "Eastern Snake
River Plain Aquifer" presently under a
moratorium order dated April 30th,
1993. The order allows the Director to
consider on a case-by-case basis
applications; if it can be shown the
development will have no effect on
prior surface and groundwater rights
because of its location, insignificant
consumption, or mitigation by the
applicant to offset injury to other
rights. The applicant has submitted
material as evidence of pre-1987
development as part of the applica-
tion. Any protest against the proposed
application must be filed with the
Department of Water Resources,
Southern Region, 1341 Fillmore St.,
Suite 200; Twin Falls, ID 83301
together with a protest fee of \$25.00
on or before August 21, 2000 to be
considered by the Department in its
decision to grant or deny any part of
the proposed application. The protes-
tant must also send a copy of the
protest to the applicant.

/s/ Karl J. Dreher, Director
G31836

Pub: 8/3 - 8/10

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31836
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MAR 21 2001

Department of Water Resources
Southern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 22 2001

PROOF OF BENEFICIAL USE

Department of Water Resources

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner.

1. Permit No. 36-08803 Telephone No. 208-536-5508

2. Name of Permit Holder(s): Pete Veenstra and/or Cheryl Veenstra

3. Mailing Address: 1700-A E 3400S

City Wendell State ID Zip 83355

4. Source of Water: Ground Water If GROUNDWATER (well), Date Drilled: mo. / yr. 1977

Well Driller: Elsing Drilling Permit Number: - - -

5. Use(s) (as authorized by the water right permit):

Domestic (No. of households): Stockwater (No. and type of stock): 411 dairy cattle

Irrigation (No. of acres): Other: Commercial-dairy

6. Total rate of diversion and/or volume for which proof is submitted: 0.13 cfs OR acre-feet

7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)

(This question is **not optional**. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)

Measuring Device: Is a measuring device required?

Yes or No ✓

Has the measuring device been installed?

Yes or No ✓

8. Fee Enclosed: \$ 50.00 (See Fee Schedule on back of the instructions for filing proof of beneficial use)

9. Person to contact to accompany the Department representative during field examination of the water system.

Name: Applicants Telephone Number:

Address:

10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted. I agree to relinquish any undeveloped portion of the permit to the State of Idaho.

Signature of permit holder: Cheryl Veenstra Date: 3-21-01
(include your title, if on behalf of company or organization)

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MAR 29 2001

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 36-08803

Priority: 07/13/2000

Maximum Diversion Rate: 0.13 CFS
Maximum Diversion Volume: 22.4 AF

This is to certify, that CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

And/Or

PETE VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
STOCKWATER	01/01 to 12/31	0.13 CFS	12.2 AF
COMMERCIAL	01/01 to 12/31	0.13 CFS	10.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER L4 SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 19, Twp 08S, Rge 15E, B.M. GOODING County

PLACE OF USE: STOCKWATER

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S 15E 19												X					

PLACE OF USE: COMMERCIAL

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S 15E 19												X					

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MAR 29 2001

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 36-08803

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before July 01, 2001.
2. Subject to all prior water rights.
3. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. Any license issued by IDWR pursuant to the right or portion thereof for the use of trust water is subject to a term review of 20 years after the date of this approval to determine availability of water for the use and to re-evaluate the public interest at the end of the term.
5. The issuance of this right does not grant any right-of-way or easement across the land of another.
6. Use of water under this approval shall comply with applicable water quality standards of the Department of Environmental Quality.
7. This permit does not authorize the construction of any new well or the deepening or enlargement of any existing well.
8. Right 36-7736 is also diverted through the point(s) of diversion described above.
9. Stockwater use is for 411 dairy cattle.
10. Commercial use is for a dairy barn.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 15th day of March, 2001.


for KARL J DREHER, Director

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MAR 29 2001

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant Pete and/or Cheryl Veenstra Phone 536-5508
Post Office address 1700-AE 3400 S Wendell, ID 83355
2. Source of water supply groundwater which is a tributary of _____
3. Location of point of diversion is _____ 1/4 of SW 1/4 of SW 1/4, Govt. Lot 4
Sec. 19 Township 8 S Range 15 E B.M. Gooding County; additional points of diversion if any: NONE
4. Water will be used for the following purposes:
Amount 0.13 for stockwater purposes from 1-1 to 12-31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.13 for Commercial purposes from 1-1 to 12-31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 0.13 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Description of ditches, flumes, pumps, headgates, etc. existing well + pump
 - b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet; period of year when water will be diverted to storage: _____ to _____ inclusive.
 - c. ~~Proposed~~ well diameter is 6 inches; ~~proposed~~ depth of well is 160 feet.
 - d. Is ground water with a temperature of greater than 85°F being sought? NO
 - e. If well is already drilled, when? 1977; Drilling firm Elsing
Well was drilled for (well owner) applicants
7. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
 - a. Hydropower; show total feet of head and proposed capacity if KW. _____
 - b. Stockwatering; list number and kind of livestock. 411 milk Cows
 - c. Municipal; show name of municipality. _____
 - d. Domestic; show number of households. _____
 - e. Other; describe fully. _____

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9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	N E				N W				S W				S E				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
8S	15E	19											SC						

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. 36-7736

11. a. Who owns the property at the point of diversion? applicants

b. Who owns the land to be irrigated or place of use? II

c. If the property is owned by a person other than the applicant, describe the arrangement enable the applicant to make this filing: _____

12. Remarks: Application covers expansion of existing dairy completed by 1987.

13. MAP OF PROPOSED PROJECT ATTACHED ☒ Show clearly the proposed point of diversion, place of use, section number, township and range number.

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Rita Keenstro and Cheryl Keenstro
(Applicant)

Received by J.F. Stanton Date 7-13-00 Time 10:34 am Preliminary check by JF
 Fee \$ 100. Received by JF # 5023239 Date 7-13-00
 Publication prepared by mb Date 7/24/00 Published in Leading C. Leader
 Publication approved mb Date 8/22/00

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MAY 29 2000

Well
Dairy Site

MIC
MAR 29 200

36-0880 3



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

March 23, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

PETE VEENSTRA
CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 36-08803

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to contact you to schedule a field examination to determine and confirm the use being made of the water, and that it meets the permitted beneficial use.

Be advised that Section 42-248, Idaho Code requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office.

If you have questions concerning the field examination, please contact the **Southern** Regional Office of the department in Twin Falls at (208) 736-3033.

Sincerely,

Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau

Encl.
c: IDWR - Regional Office

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ANALYSIS SHEET FOR PROOF OF BENEFICIAL USE

Permit No.: 36-8803

Reviewed By: dgibson

Date: March 23, 2001

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Proof received timely?	X		Drilling permit required?	X	
License examination fee required?	X		Drilling permit No.:		
Appropriate fee submitted?	X		Drilling permit upgrade needed?		
Receipt No.:		S023239, S-23683	Well driller's report filed?		
Additional Amount Due:			Measuring device required?		X
Name and address same as permit?	X		Measuring device installed?		X
Are the water uses correct?	X		Measure device waiver requested?		

Priority Calculation

Date proof received		03/21/2001
Date proof due	-	07/01/2001
Lapse notice sent	-	
No. of days late	=	0
Holiday allowance	+	
Priority date	+	07/13/2000
New priority date	=	07/13/2000

Deficiencies of Actions Items

Acknowledge proof.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

March 15, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

CHERYL VEENSTRA
PETE VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

RE: Permit No. 36-8803

Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review the conditions of approval and remarks listed on your permit.

The permit is a PRELIMINARY ORDER issued by the Department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Enclosed is a form entitled 'Instructions for Proof of Beneficial Use.' Please read the instructions carefully since you must take further action to develop this permit into a licensed water right. Also enclosed is a form entitled 'Proof of Beneficial Use'. If your project is already completed, you should complete and submit this form immediately.

The right to drill a well is not a part of this permit to appropriate water. Beginning in July of 1987, a statute was enacted which requires a drilling permit for new well construction and deepening of existing wells. If the well(s) proposed for use under this water right permit were drilled or deepened after July 1, 1987, a separate drilling permit must be obtained from this Department. Please contact the Ground Water Protection Section located here at this office or our regional office nearest you.

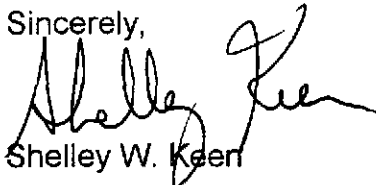
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MAR 29 2001

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-327-7946.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelley Keen". The signature is fluid and cursive, with the first name "Shelley" and the last name "Keen" clearly distinguishable.

Shelley W. Keen

Water Rights Supervisor

SWK:klt

Enclosure(s)

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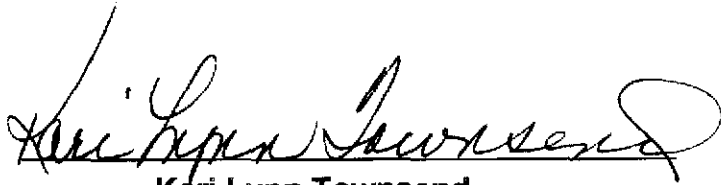
MAR 29 2001

CERTIFICATE OF MAILING

I hereby certify that on March 15, 2001 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved Permit) to the person(s) listed below:

RE: WATER RIGHT NO. 36-8803

**CHERYL VEENSTRA
PETE VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355**

A handwritten signature in cursive script, reading "Kari Lynn Townsend", written over a horizontal line.

**Kari Lynn Townsend
Secretary**

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MAR 29 2001

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

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FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

**APPLICATION FOR PERMIT
STATE OFFICE ANALYSIS**
Reviewed by Sharla Curtis on 3/6/2001
CB

No. 36-2803 Name: VEENSTRA Corp. Officers _____ Ad ok X Govt Lots _____

AREA OF CONCERN: No/Yes ESPA Moratorium _____ GWMA TRUST/NON-TRUST

GROUNDWATER: (✓Flow Chart)

DRILLING PERMIT

All wells - 046(P23)
Basin 34 - 084 (if necessary)
Irr. w/in WD - P05
WMD - North/East/West N. SNAKE GND
≤ 0.24 cfs/5 acres - No MD
> 0.24 cfs/5 acres - 067

WMD

Supp irr (irr = only use) - 065-104
Supp irr (+ other uses) - 100-105
≤ 0.24 cfs/5 acres - No MD
> 0.24 cfs/5 acres - 01M

LOCATION:

Boise Front-LoGeo - 058 (<85 GW)
Mitigation - 121
42-248 Area - P84
Swan-Falls-Flag - _____
Trust - 051(P74) (consumptive uses)
Non-Trust- 048-049 (consumptive uses or non-cons. > 1.0 cfs)

USES:

STORAGE - 18A-01H(P01), 01P-18B(P09)-NA
IRR ≤ 5 ac - R66/R67/R68/R69 (0.03 cfs/ac)
> 5 ac - R62/R63/R64/R65 (0.02 cfs/ac)
STOCKWATER - R37 (BLM/USFS)
MINING - 054-106(P10)
FISH PROP - 029(70's only)-007-042-106 (P10)
HEAT/COOL - R07(injection well)
FIRE PROT. - 077
COMMERCIAL - 106

BENEFICIAL USE DUE: 3 / 01 / 2002

MISC CONDITIONS/REMARKS:

Protested - 020-W19
Development Period
≤ 1 yr - P16
> 1 yr - 26A(P17)
Ownership - 004
Non-consumptive - 027
Water Quality - 106-R07

SURFACE WATER: (✓Flow Chart)

P&G contacted - Yes/No Response _____
In/Above MSF - WB9
PLANNING REVIEW/RESPONSE _____
In-stream development - P52
WD - R04 (WD# _____)
≤ 0.20 cfs/others - 01H(P01), 01P or No MD
> 0.20 cfs - 01J(P08)

SPRINGS/SINK, INACTIVE WD & REST OF STATE

≤ 0.24 cfs/5 acres - No MD
> 0.24 cfs/5 acres - 01M or No MD

RIVER BASINS: (SW special considerations)

Snake R (01) - W22(P04), N/A
(02,03) - 007 (w/ remark WB9 if above Weiser)
Payette R (65) - 047(P04) (Payette Lake)
Salmon R (70's) - 029 (fish screens)
Weiser R (67) - 086-087

USES:

POWER - 17H-17K (+uses)-08A-025(P18)-01N-106 (P10)
MUNICIPAL
Restricted area - 022,075
Irr., GW supp to SW - 102
DOMESTIC
Surface water - WB5 (Big Wood or Boise above Star Bridge)
27A (Payette R)
> 1 in restricted area - 070-071-075 (no parks/common areas, etc)
Irr use listed separate - WB5
Moratorium approvable - W03 (2500 gpd - meets domestic definition
i.e. D/convenience store)

Multiple pd's per ¼/4 - W32
Subd lot desc (pd) - W59
Subd lot desc (pu) - W60
Use definitions - W02 example - S/50 range
Pre-1987 development - 068-074 (allow 120 days for proof due)
Single p/d intended - 076

IRRIGATION SEASON _____ - _____ (Per updated map)

IRR VOLUME/ACRE _____

OTHER CONDITIONS/REMARKS _____

COMMENTS _____

MEMORANDUM

TO: File 36-8803

FROM: Cynthia Bridge

DATE: March 9, 2001

RE: Review Application for Permit

- In reviewing the application for permit, I phoned the applicant on March 7, 2001 to confirm that there were no plans to land apply the waste from the dairy. Cheryl Veenstra confirmed that the two established lagoons are used for waste disposal, therefore remark W08 does not apply to this permit.
- Determination of Annual Volume:

Permit No. 36-8803 is based on pre-1987 historical use and should be considered in combination with Water Right No. 36-7736 for the total water use history of the dairy. WR No. 36-7736 was licensed for domestic (1.2 af) and stockwater (7.9 af) uses for 200 dairy cattle. It is clear from comments on the BU exam that stockwater was used in conjunction with the dairy. The application for Permit No. 36-8803 is for stockwater and commercial uses for 411 dairy cattle. To figure total historical use of the dairy, Allen Merritt used the dairy spreadsheet to conduct a water use analysis for 600 cattle (milking and dry) which figured a stockwater volume of 15.5 af and commercial use volume of 12.8 af for a total diversion volume of 28.3 af (current spreadsheet shows commercial use volume of 13.3 af for total of 28.8 af).

On March 9, 2001 I spoke with Pete Veenstra to confirm the number of cattle kept at the dairy. The submitted documentation of pre-1987 development showed varying numbers of cattle without a detailed breakdown of sizes and milking numbers. Allen Merritt's spreadsheet analysis uses 435 milking and 165 dry cattle. Mr. Veenstra stated that he and his wife had specifically figured the numbers on the application and that 411 cattle for this permit was correct for a total of 611 cattle combined with the license. Though records showed there had been more during the history of the dairy, he said they did not plan to have that many in the future. He also said that 20% of the cattle are typically dry. Using the dairy spreadsheet for 489 milking cattle and 122 dry cattle (20% of 611), the diversion volumes become 16.5 af for stockwater use, 13.8 af for commercial use, and 30.3 af total.

Since the applicant is claiming their uses have already been developed, it can be assumed that the dairy requires a maximum volume of 30.3 af for stockwater and commercial uses under both rights. Subtracting the 7.9 af allotted to license 36-7736 from the total 30.3 af leaves 22.4 af for both uses under this permit. Though it is not typical to assign a volume limit to a permit, this right should already have been developed. Therefore, after

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MAR 29 2001

discussing the options for establishing a maximum diversion volume with Jeff Peppersack and Shelley Keen, it was decided that a total of 22.4 af would be allowed under this permit and each use would be assigned a proportion of the total based on the amounts established in the dairy spreadsheet analysis.

Total Dairy Water Use: Stockwater = 16.5 af
(*Dairy Spreadsheet analysis*) Commercial = 13.8 af
Total Use = 30.3 af

License 36-7736 volume: Stockwater = 7.9 af

Permit 36-8803 volumes: Total - License = $30.3 - 7.9 = 22.4$ af
Stockwater portion = $16.5/30.3 * 22.4 = 12.2$ af
Commercial portion = $13.8/30.3 * 22.4 = 10.2$ af

- Given that the water use should have been developed, it was also suggested that the development period issued on the permit be limited to 3 months, or July 1 to allow for in-house review of the permit.

MICROFILMED

MAR 29 2001

FILE NUMBER 36-8803
REVIEWER CJB
DATE March 8, 2001

DAIRES: WATER USE WORKSHEET

REQUIRED DAIRY DATA

NUMBER OF MILKING CATTLE 100
NUMBER OF DRY CATTLE 100
NUMBER OF REPLACEMENT CATTLE: 0-2 MONTHS 0
3-4 MONTHS 0
5-8 MONTHS 0
9-12 MONTHS 0
13-16 MONTHS 0
18-24 MONTHS 0
ENTER 1 FOR MANUAL COW WASHING, 2 FOR AUTOMATIC COW WASHING,
OR 3 IF SPRINKLERS ARE USED TO FLUSH HOLDING PEN AND WASH COWS 3
IF SPRINKLERS ARE USED: NUMBER OF SPRINKLERS IN HOLDING PEN 48
NOZZLE DISCHARGE (USE 5.0 GPM IF UNKNOWN) 5.00
TOTAL OPERATION TIME OF SPRINKLERS (MIN/DAY) 24
NUMBER OF MILKINGS PER DAY 2
AVG. LBS. OF MILK PRODUCED PER DAY PER ANIMAL (IDAHO AVG IS 70 LBS.) 85
ARE THERE SEPARATE PUMPS FOR COMMERCIAL AND STOCKWATER USES? N
IF SO: HOW MANY HOURS PER DAY DOES THE STOCKWATER PUMP RUN? 12.0
HOW MANY HOURS PER DAY DOES THE COMMERCIAL PUMP RUN? 12.0
IS A PLATE COOLER USED? Y
IS PLATE COOLER WATER LATER RECYCLED FOR OTHER USES? (IF NO PLATE
COOLER, LEAVE BLANK) N
ARE CORRAL MISTERS USED IN HOLDING PEN? N
IF USING CORRAL MISTERS: NUMBER OF MISTERS (IF UNKNOWN,
ASSUME 1 MISTER FOR EVERY 5 COWS) 1
NOZZLE DISCHARGE (USE 5 GPM IF UNKNOWN) 5.0
SPRAY INTERVAL (EX - 2 MIN ON EVERY 5 MIN = 2/5) 2/5
OPERATION TIME OF MISTERS (HRS/DAY) 12.0
DAYS PER YEAR MISTERS ARE USED 365
ENTER A TOTAL VOLUME IN GPD FOR MISCELLANEOUS WATER USES NOT
INDIVIDUALLY CALCULATED BELOW (EX. - RESTROOMS, WASHING MACHINES) 100

CALCULATIONS

DIVERSION RATE (CFS):

STOCKWATER
MILKING CATTLE (BASED ON MILK PRODUCTION) 100
DRY CATTLE @17.0 GPD/HD 100
REPLACEMENT CATTLE 100
TOTAL 0.09

COMMERCIAL
TOTAL 0.09

TOTAL DIVERSION RATE 0.09

DIVERSION VOLUME (AF):

STOCKWATER
MILKING CATTLE 14.8
DRY CATTLE 1.9
REPLACEMENT CATTLE 0.0
TOTAL 16.7

COMMERCIAL
WASHING OF BULK TANK AND RELATED EQUIPMENT 0.4
BACKFLUSH 0.5
PARLOR/MILKHOUSE/HOLDING PEN CLEANUP 2.0
CATTLE WASHING BASED UPON METHOD OF WASHING 8.5
PLATE COOLER 4.4
CORRAL MISTERS 0.0
MISCELLANEOUS USES 0.0
TOTAL 15.8

TOTAL DIVERSION VOLUME 32.5

CONSUMPTIVE USE VOLUME (AF) (assuming 100% consumptive):

STOCKWATER 15.5
COMMERCIAL 13.8
TOTAL CONSUMPTIVE USE 30.3

THEORETICAL FLOW ESTIMATION WORKSHEET

REQUIRED PUMP INFORMATION

	PUMP 1	PUMP 2	PUMP 3	PUMP 4	PUMP 5
PUMP HORSEPOWER (HP)	5.00		0.00	0.00	0.00
PUMP EFFICIENCY (%)	70		0	0	0
LIFT (FT)	90		0	0	0
DISCHARGE PRESSURE (PSI)	50		0	0	0
FRICTION LOSSES (FT)	10.0		0.0	0.0	0.0
HOURS PER DAY PUMP OPERATES	12.0		0.0	0.0	0.0

CALCULATIONS

THEORETICAL FLOW RATE (CFS) *	0.15	0.00	0.00	0.00	0.00
DIVERSION VOLUME (AF) **	54.3	0.0	0.0	0.0	0.0

* IF PUMP EFFICIENCY IS UNKNOWN, 70% MAY BE ASSUMED.

** DIVERSION VOLUME IS THE ABSOLUTE MAXIMUM VOLUME BASED ON THE
THEORETICAL FLOW RATE ASSUMING PUMP RUNS EVERY DAY OF THE YEAR.

EVALUATION OF EQUIVALENT IRRIGATED ACREAGE

IRRIGATION RIGHT (BEFORE CHANGE)

DIVERSION RATE	0.00 CFS
ACRES OF IRRIGATION	0.0 ACRES
DIVERSION VOLUME	0.0 AC-FT/AC
CONSUMPTIVE USE VOLUME	0.0 AC-FT/AC
IRRIGATION IS BEING CONVERTED FOR WHICH PORTION OF THE DAIRY OPERATION - STOCKWATER (S), COMMERCIAL (C), OR BOTH (B)?	

CALCULATIONS

IRRIGATION DIVERSION RATE PER ACRE	#DIV/01 CFS/AC
REDUCTION OF IRRIGATION BASED ON DIVERSION RATE	0.0 ACRES
REDUCTION OF IRRIGATION BASED ON DIVERSION VOLUME	0.0 ACRES
REDUCTION OF IRRIGATION BASED ON CONSUMPTIVE USE	0.0 ACRES

WATER FILMED

MAR 29 2001

STATE OF IDAHO
IDWR SOUTHERN REGION
APPLICATION FOR PERMIT ANALYSIS SHEET

RECEIVED

INITIAL REVIEW BY J. G. Stanton DATE 7-24-00

MAR 6 2001

REQUIRED INFORMATION (Check if OK)

DEPARTMENT OF WATER RESOURCES

- ☒ Name (If applicant is a corporation or partnership, names must be provided for the director, officers, & other partners.
- ☒ Address
- ☒ Source (see USGS quad for names of water sources)
- ☒ Point of diversion (10 Acres for spring, lot & block descriptions for subdivisions, local name, flow &/or volume.
- ☒ County
- ☒ Quantity (flow &/or volume)
- ☒ Period of use
- ☒ Nature of proposed use (include description of use)
- ☒ Description of diverting works.
- ☒ Time required for beneficial use of water.
- ☒ Place of use or acres irrigated.
- ☒ Map
- ☒ Signature (If applicant is corp., partnership, or municipality, title of signator is required)
- ☒ Fee
- ☒ Yes ___ No* In form to receipt?

++++PROPOSED PRIORITY DATE 7-13 10.00

ADDITIONAL INFORMATION

- ☒ Overlapping place of use(Describe source & relationship to present application on the back.
- ☒ Overlapping point of diversion.
- ☒ Yes ☒ No Is Source Surface Water? Process for Pre-1987 development
- ☒ If Yes Send Copy to F&G.
- ☒ If Yes Field check/memo required.
- ☒ Field check/memo by _____
- ☒ Yes ☒ No Field report attached?
- ☒ Yes ☒ No Critical Ground water area?
- ☒ Yes ☒ No Groundwater management area?
- ☒ Yes ☒ No Measurement District or Groundwater District? Flow is too small
- ☒ What District? _____
- ☒ Yes ☒ No Send Dam safety information?
- ☒ Yes ☒ No Send power requirement letter?
- ☒ Yes ☒ No Send fish farm requirement letter?
- ☒ Yes ☒ No Power residency affidavit attached?
- ☒ Yes ☒ No Power efficiency form?
- ☒ Yes ☒ No Within trustwater boundary?(If yes, attach trustwater supplementary analysis sheet.
- ☒ Yes ☒ No Diversion greater than 5 cfs or 500 acre ft? (If yes, attach large diversion supplementary analysis sheet.
- ☒ Yes ☒ No Is Application made to record Pre Nov 1987 Development? Evidence has been submitted
- ☒ If Yes then request clear evidence of when use started.

* REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT:

Date Requested _____

Date Sent Comments Received

SEND COPIES TO:

☐ Idaho Dept of Health & Welfare	_____	_____
☐ USDI BLM	_____	_____
☐ Idaho Dept of Fish & Game	_____	_____
☐ USFS	_____	_____
☐ Idaho Dept of Lands	_____	_____
☐ Water Dist. No. _____	_____	_____
☐ Adjudication Bureau Unit	_____	_____
_____	_____	_____
_____	_____	_____

PROCESSING ☒ Yes ☐ No In form for Advertising?
☐ Yes ☒ No Statewide Advertising?
☐ Yes ☐ No Fee amount, receipt date & No. recorded?

☒ Yes ☐ No Has all requested additional information been received?
If not, describe action taken: _____

FINAL REGIONAL PROCESSING REVIEW

☐ Yes ☒ No Affidavit of publication received?
☐ Yes ☒ No Application published correctly? If not, record action taken.

☒ Yes ☐ No Publication dates and paper recorded?
Final date for protest: _____
☐ Yes ☒ No Protests received?
☐ Yes ☒ No Protested?
Describe Resolution: Wife Injured

☒ Yes ☐ No Measuring device required?
☐ Yes ☒ No Access port required?
☐ Yes ☒ No Will water be delivered by watermaster? If yes, what dist? _____
☒ Yes ☐ No Special conditions codes: See items

☒ Yes ☐ No Is Evaluation Memo Attached?
If yes; date of Memo 2/27/01
Date of priority recommended: 7/17/00

COMMENTS:

RECOMMEND ☒ Approval ☐ Denial

By [Signature] Date 2/27/01

MEMO

FROM: Allen Merritt *Ab*

DATE: February 27, 2001

TO: Permit No: 36-08803

In the Name of Pete &/or Cheryl Veenstra

SUBJECT: **Review and Recommendation**

This application is for pre-1987 expansion of an existing dairy covered under license 36-07736. License 36-07736 for 0.17 cfs and 9.1 afa covering: (1 home, 0.04 cfs, 1.2 afa) and (Stockwater for 200 dairy cattle, 0.13 cfs, 7.9 afa). License 36-07736 was not initially claimed in the SRBA but when this application was filed the applicant also filed a motion with the SRBA court to file a late claim which was ultimately granted.

SRBA Status:

SRBA
02-27-2001

SUBCASE SUMMARY REPORT

HTML12

SUBCASE: 36-07736 FILE#: 01271
CLAIMANT: VEENSTRA, PETE
STATUS: LATE CLAIM DISPOSED
WATER SOURCE: * ERROR,

****** PARTIES INVOLVED ******

NO ACTIVE PARTIES TO THE SUBCASE

****** ROA ENTRIES ******

07-13-2000	MOTION TO FILE LATE NOTICE OF CLAIM	MF	07-13-2000
07-13-2000	HG VACATED - MTN FOR LATE CLAIM	HV	10-17-2000
0130			
07-19-2000	NOTICE RESETING HG ON MTN FOR LATE CLAIM	HS	
07-19-2000	HEARING RESET - MTN FOR LATE CLAIM	HS	10-25-2000
0130			
10-25-2000	ORDER GRANTING MTN FOR LATE NOTICE OF CLAIM		
10-25-2000	MINUTES FROM DUBOIS STATUS CONFERENCE		
10-25-2000	LATE CLAIM FORWARDED TO IDWR; CASE DISPOSED		10-25-2000

Currently a recommendation has been drafted (See attached) but not yet submitted to the court.

The application was advertised and protested by Idaho Rural Council. The protest was ultimately withdrawn after a pre-hearing conference.

Review of the documents provided by the applicant support there has been a use beyond what was originally covered by license 36-07736. The documents support the uses described on the attached dairy spreadsheet. Approval of the permit should be limited to the historical use in combination with 36-07736.

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MAR 29 2001

Recommendation

I recommend that the application be approved subject to the following conditions:

- No new use authorized not developed before 1987. Limit total use with license 36-07736 to no more than 29.5 afa.
- Install measuring device on well with totalizing meter and measure and report use through West ESPA measurement district.
- No new wells authorized to be drilled under this approval.

**Provide copy of approval to West Measurement District and to SRBA staff.*

MICROFILMED

MAR 29 2001

FILE NUMBER 36-08803 and 36-07736
REVIEWER ADM

DAIRIES: WATER USE WORKSHEET

REQUIRED DAIRY DATA

NUMBER OF MILKING CATTLE 435
NUMBER OF DRY CATTLE 165
NUMBER OF REPLACEMENT CATTLE: 0-2 MONTHS 0
3-4 MONTHS 0
5-8 MONTHS 0
9-12 MONTHS 0
13-15 MONTHS 0
16-24 MONTHS 0
ENTER 1 FOR MANUAL COW WASHING, 2 FOR AUTOMATIC COW WASHING,
OR 3 IF SPRINKLERS ARE USED TO FLUSH HOLDING PEN AND WASH COWS 3
IF SPRINKLERS ARE USED: NUMBER OF SPRINKLERS IN HOLDING PEN 48
NOZZLE DISCHARGE (USE 5.0 GPM IF UNKNOWN) 5.00
TOTAL OPERATION TIME OF SPRINKLERS (MIN/DAY) 24
NUMBER OF MILKINGS PER DAY 2
AVG. LBS. OF MILK PRODUCED PER DAY PER ANIMAL (IDAHO AVG IS 70 LBS.) 85
HOURS PER DAY PUMP OPERATES FOR STOCKWATER USE 12.0
HOURS PER DAY PUMP OPERATES FOR COMMERCIAL USE 12.0
DO STOCKWATER & COMMERCIAL USES PUMP SIMULTANEOUSLY (ENTER 1)
OR SEPARATELY (ENTER 2)? 1
IS RECYCLED WATER USED TO FLUSH MILKHOUSE AND PARLOR FLOORS? N
IS RECYCLED WATER USED TO WASH COWS? N
IS A PLATE COOLER USED? Y
IS RECYCLED WATER USED FOR PLATE COOLER? (IF NO PLATE COOLER,
LEAVE BLANK) N
ARE CORRAL MISTERS USED IN HOLDING PEN? N
IF USING CORRAL MISTERS: NUMBER OF MISTERS (IF UNKNOWN,
ASSUME 1 MISTER FOR EVERY 5 COWS)
NOZZLE DISCHARGE (USE 5 GPH IF UNKNOWN)
SPRAY INTERVAL (EX - 2 MIN ON EVERY 5 MIN = 2/5)
OPERATION TIME OF MISTERS (HRS/DAY)
DAYS PER YEAR MISTERS ARE USED

CALCULATIONS

DIVERSION RATE (CFS):

STOCKWATER
MILKING CATTLE (BASED ON MILK PRODUCTION) 0.04
DRY CATTLE @17.0 GPD/HD 0.01
REPLACEMENT CATTLE 0.00
TOTAL 0.05

COMMERCIAL
TOTAL 0.04

TOTAL DIVERSION RATE 0.09

DIVERSION VOLUME (AFA):

STOCKWATER
MILKING CATTLE 13.0
DRY CATTLE 2.5
REPLACEMENT CATTLE 0.0
TOTAL 15.5

COMMERCIAL
WASHING OF BULK TANK AND RELATED EQUIPMENT 0.4
BACKFLUSH 0.5
PARLOR/MILKHOUSE/HOLDING PEN CLEANUP 2.0
CATTLE WASHING BASED UPON METHOD OF WASHING 6.5
PLATE COOLER 3.9
CORRAL MISTERS 0.0
TOTAL 12.8

TOTAL DIVERSION VOLUME 28.3

CONSUMPTIVE USE VOLUME (AFA)(assuming 100% consumptive):

THEORETICAL FLOW ESTIMATION WORKSHEET

REQUIRED PUMP INFORMATION

PUMP HORSEPOWER (HP) PUMP 1 5.00
LIFT (FT) 80
DISCHARGE PRESSURE (PSI) 50
FRICTION LOSSES (FT) 10.0
HOURS PER DAY PUMP OPERATES 12.0

CALCULATIONS

THEORETICAL FLOW RATE (CFS) * 0.15 0.00 0.00 0.00 0.00
DIVERSION VOLUME (AFA) ** 54.3 0.0 0.0 0.0 0.0

* PUMP EFFICIENCY WAS ASSUMED TO BE 70%.

** DIVERSION VOLUME IS THE ABSOLUTE MAXIMUM VOLUME BASED ON THE
THEORETICAL FLOW RATE ASSUMING PUMP RUNS EVERY DAY OF THE YEAR.

EVALUATION OF EQUIVALENT IRRIGATED ACREAGE

IRRIGATION RIGHT (BEFORE CHANGE)

DIVERSION RATE CFS
ACRES OF IRRIGATION ACRES
DIVERSION VOLUME AC-FT/AC
CONSUMPTIVE USE VOLUME AC-FT/AC
IRRIGATION IS BEING CONVERTED FOR WHICH PORTION OF THE
DAIRY OPERATION - STOCKWATER (S), COMMERCIAL (C), OR
BOTH (B)?

CALCULATIONS

IRRIGATION DIVERSION RATE PER ACRE #DIV/0! CFS/AC
REDUCTION OF IRRIGATION BASED ON DIVERSION RATE 0.0 ACRES
REDUCTION OF IRRIGATION BASED ON DIVERSION VOLUME 0.0 ACRES
REDUCTION OF IRRIGATION BASED ON CONSUMPTIVE USE 0.0 ACRES

domestic 28.3
MICROFILMED
29 5
MAR 29 2001
I have all South rights

RICHARD A. CARLSON

Attorney at Law
ISB#5971 OSB # 79-180

P.O.Box 21
Filer, ID 83328

Telephone and fax: (208) 326-3686
E-mail: carlsonr@filertel.com

February 21, 2001

Allen Merritt, P E
I.D.W.R.
1341 Fillmore St. Suite 200
Twin Falls, ID 83301-3380

RECEIVED
FEB 22 2001
Department of Water Resources
Southern Region

Re: Pete and Cheryl Veenstra
IDWR Application for Permit No. 36-08803

Dear Mr. Merritt:

This note is to confirm my earlier correspondence of February 13, 2001 that the Idaho Rural Council is formally withdrawing its protest of the above entitled permit application.

Very truly yours,
RA Carlson
Richard A. Carlson

cc: Craig Hobdey

MICROFILMED

MAR 29 2001

LAW OFFICES
HOBDEY & HOBDEY

125 Fifth Avenue West

P.O. Box 176

Gooding, Idaho 83330-0176

Craig D. Hobdey
(208) 934-4429

Facsimile
(208) 934-4420

February 16, 2001

Allen Merritt
State of Idaho
Department of Water Resources
1341 Fillmore Street Suite 200
Twin Falls, Idaho 83301-3380

RECEIVED

FEB 20 2001

Department of Water Resources
Southern Region

Re: Pete and Cheryl Veenstra Application 36-08803

Dear Allen:

Enclosed please find copies of the following:

1. Swift & Company milk check receipts for different times during 1981 and 1982.
2. Dairy waste design prepared by Robert Ohlensehlen in 1995 (probably irrelevant).
3. Fax from Shelby Williams indicating that the financial statements were actually prepared for him and reviewed by him in 1982 and 1981. (together with financial statements)
4. Letter from Shelby Williams to Russ Butler dated April 6, 1984 indicating the number of cows Mr. Veenstra had in 1984 while attempting to get an SBA loan. Attached to it is a field survey.
5. A field survey dated 6-28-84 initialed by Pat Hamilton, President of Farmers National Bank, indicating 559 cows.
6. Letter from Shelby Williams to Russ Butler dated October 10, 1984, indicating cow numbers are consistent with loan agreement and production is over 50 pounds per head per day. That can be read in conjunction with the milk receipts to indicate the number of milking cows.
7. Security Agreement dated October 22, 1984 showing the number of cows.
8. Security Agreement dated October 15, 1983 showing then number of cows and the location.
9. Security Agreement dated April 15, 1984 showing the number of cows.

I should think this should be sufficient to show that Mr. and Mrs. Veenstra have had 600 or more cows on the property prior to 1987 and in fact have been using the water since that date. Please

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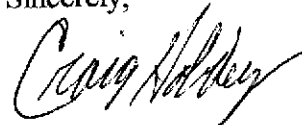
MAR 29 2001

Allen Merritt
February 16, 2001
Page 2

advise as soon as possible as to whether or not you desire additional information.

Thanking you in advance for your anticipated cooperation and assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Craig D. Hobdey".

Craig D. Hobdey

CDH:dm
Enclosure
c: client w/o enclosures

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MAR 28 2001

Swift & Company
 TWIN FALLS, IDAHO

CHECK No. 41552089

6-30-81

1-16	2-17	3-18	4-19	5-20	6-21	7-22	8-23	34 TOTAL WEIGHT	262869
14415	14383	14385	13599	14056	13930	13383	13661	TEST 3.15 B fat 68975	
								PRICE 11.96 12.21 Amt.	24770.30
								HAULING	649.78
								BUTTER CHEESE Sales Tax	15.00 51.00
								ADV. Acct. ✓	275.00
9-24	10-25	11-26	12-27	13-28	14-29	15-30	31	SUPPLIES Sales Tax	46.34
13977	15134	12354	12231	12630	12262	12216		I.D.P.C.	247.70
								INS. Farmers	20414.50
								INS. The Heritage	758.49
								INS. Paul Bank	11.00 80
								NET AMOUNT PAYABLE	1267.09

Form 9400

DETACH BEFORE CASHING

Swift & Company
 TWIN FALLS, IDAHO

No. 47551628

8-31-82

1-16	2-17	3-18	4-19	5-20	6-21	7-22	8-23	35 TOTAL WEIGHT	254040
16588	16103	16432	16275	16088	16557	15681	15581	TEST 3.10 B fat 8891	
								PRICE 12.00 Amt.	30484.80
								HAULING	863.74
								BUTTER CHEESE Sales Tax	1000.00
								ADV. Acct. 1000.00	2374.00
9-24	10-25	11-26	12-27	13-28	14-29	15-30	31	SUPPLIES Sales Tax	20.00
15556	15853	15619	15525	15634	15493	15443	15551	I.D.P.C.	30485
								INS.	
								assignments	10132.99
								NET AMOUNT PAYABLE	16789.32

DETACH BEFORE CASHING

Swift & Company
 TWIN FALLS, IDAHO

No. 47550633

10-15-82

1-16	2-17	3-18	4-19	5-20	6-21	7-22	8-23	36.8 TOTAL WEIGHT	230650
15384	15806	15681	15681	15619	15603	15149	15228	TEST 3.30 B fat 8467.92	
								PRICE 12.35 Amt.	28476.05
								HAULING	784.21
								BUTTER CHEESE Sales Tax	15.00
								ADV. Acct. 618.42	2072.42
9-24	10-25	11-26	12-27	13-28	14-29	15-30	31	SUPPLIES Sales Tax	374.00
15462	15368	15306	14931	15415	15212	14805		I.D.P.C.	194.15
								INS. Farmers Acct. 1000.00	284.76
								INS. Farmers Acct. 1000.00	414.50
								NET AMOUNT PAYABLE Farmers Acct. 1000.00	7760.00
									1200.00
									15752.01

MICROFILMED

MAR 23 2011

DAIRY WASTE SYSTEM DESIGN
PROGRAM WRITTEN BY
ROBERT OHLENSEHLEN
EXTENSION AGRICULTURAL AGENT
TWIN FALLS COUNTY

Faxed to Mike
12-3-98
736-0081
5-pages-

PLAN PREPARED FOR:

PETE VEENSTRA
1700-A E 3400 S
WENDELL, ID 83355

Date Prepared: 02/06/95

PLAN PREPARED BY:

Robert Ohlensehlen
Extension Ag Agent
246 3RD. AVE. EAST
TWIN FALLS, ID 83301

MILKING HERD INFORMATION:

Number of Milking Cows in the Herd.....	400
Number of Dry Cows in the Herd.....	100
Average Weight of Mature Cows.....	1400

REPLACEMENT ANIMAL INFORMATION:

Number of Calves Weighing from 100 - 300 lbs.....	0
Number of Calves Weighing from 300 - 500 lbs.....	0
Number of Calves Weighing from 500 - 700 lbs.....	0
Number of Calves Weighing from 700 - 900 lbs.....	0
Number of Calves Weighing from 900 - 1100 lbs.....	0

TOTAL NUMBER OF ANIMALS ON SITE..... 500 Head

WASTE PRODUCED BY HERD ON A DAILY BASIS

Waste Produced by Cows on a Daily Basis.....	959	cu.ft.
Waste Produced by Calves Weighing from 100 - 300 lbs...	0	cu.ft.
Waste Produced by Calves Weighing from 300 - 500 lbs...	0	cu.ft.
Waste Produced by Calves Weighing from 500 - 700 lbs...	0	cu.ft.
Waste Produced by Calves Weighing from 700 - 900 lbs...	0	cu.ft.
Waste Produced by Calves Weighing from 900 - 1100 lbs...	0	cu.ft.

TOTAL MANURE PRODUCTION PER DAY..... 959 cu.ft.

Mike, we had
this worksheet
done in 1995-
We only figured
500 cows -

Total Process
water stored
was - 163547 -
& we had an
annual evapora-
tion of 378060 -
So Lagoons could
hold capacity of
1,000 head.

Lagoon sizes
are on these
pages - I didn't
understand how
to fill out work-
lagoon input

Thanks a million
for all your hel

MICROFILMED

MAR 29 2001

Liquid Storage System Design

PLAN PREPARED FOR:

Date Prepared: 02/06/95

PETE VEENSTRA
1700-A E 3400 S
WENDELL, ID 83355

PLAN PREPARED BY:

Robert Dhlensehlen
Extension Ag Agent

GENERAL INFORMATION:

Manure Reduction due to Solid Separation.....	0 %
Times Per Day Cows Are Being Milked.....	2
% of Milking Herd Manure Produced Being Stored as Liquid.....	15 %
Daily Manure From Milking Herd Stored in Lagoon.....	115 cu.ft.
% of Replacement Herd Manure Produced Being Stored as Liquid.....	0 %
Daily Manure From Replacement Herd Stored in Lagoon.....	0 cu.ft.
Total Manure Stored from Herd Stored in Lagoon.....	115 cu.ft.

PARLOR WASTE BEING STORED:

Number of Sprinklers in Holding Pen.....	48
Sprinkler Output in Gallons Per Minute.....	5 gal.
Minutes Per Day Spinklers Are Being Used.....	24 min.
Total Gallons of Water Used in Holding Pen (Daily).....	6260 gal.
Enter Amount of Water Used to Clean Bulk Tank.....	55 gal.
Enter Amount of Water Used to Clean Pipeline.....	200 gal.
Enter Amount of Water Used for Miscellaneous Cleanup.....	30 gal.
Enter Amount of Water Used for Cow Prep.....	200 gal.
Enter Amount of Water Used to Wash the Parlor Floor.....	55 gal.
Enter Amount of Water Used to Wash Milk House Floor.....	15 gal.
Enter Amount of Water From Cooling Systems Added To Lagoon..	0 gal.
TOTAL WATER USED IN BARN AND HOLDING PEN PER DAY.....	6814 gal.
TOTAL CU.FT. OF WATER USED IN BARN AND HOLDING PEN PER DAY..	909 cu.ft.
TOTAL CU.FT. OF WATER PLUS MANURE STORED PER DAY.....	1024 cu.ft.

RUNOFF CONTRIBUTING TO STORAGE:

AREA 1 - 420 ft. x 360 ft. Slope - 3 %	Runoff - 22680 cu.ft.
AREA 2 - 420 ft. x 320 ft. Slope - 3 %	Runoff - 20160 cu.ft.
AREA 3 - 150 ft. x 150 ft. Slope - 3 %	Runoff - 3375 cu.ft.
AREA 4 - 320 ft. x 500 ft. Slope - 3 %	Runoff - 24000 cu.ft.
AREA 5 - 0 ft. x 0 ft. Slope - 0 %	Runoff - 0 cu.ft.

Total Runoff from 25 year 24 hour Storm Event.....	70215 cu.ft.
Winter Precipitation From 1 in 5 Year to Be Contained..	42909 cu.ft.
TOTAL Runoff From Winter Precip. + Storm Event.....	113124 cu.ft.

SUMMARY OF LIQUIDS TO BE STORED:

Total Number of Days of Storage Required.....	180 days
Total Process Water Being Stored in Lagoon.....	163547 cu.ft.
Percent of Runoff Being Stored in Lagoon.....	0 %
Total of Runoff Water To Be Stored in Lagoon.....	0 cu.ft.
Manure To Be Stored in Lagoon.....	20714 cu.ft.

Annual Evaporation -
378040

LAGOON STORAGE REQUIRED (PRIMARY LAGOON).....	184261 cu.ft.
ADDITIONAL RUNOFF STORAGE REQUIRED.....	113124 cu.ft.

MAY 29 1995

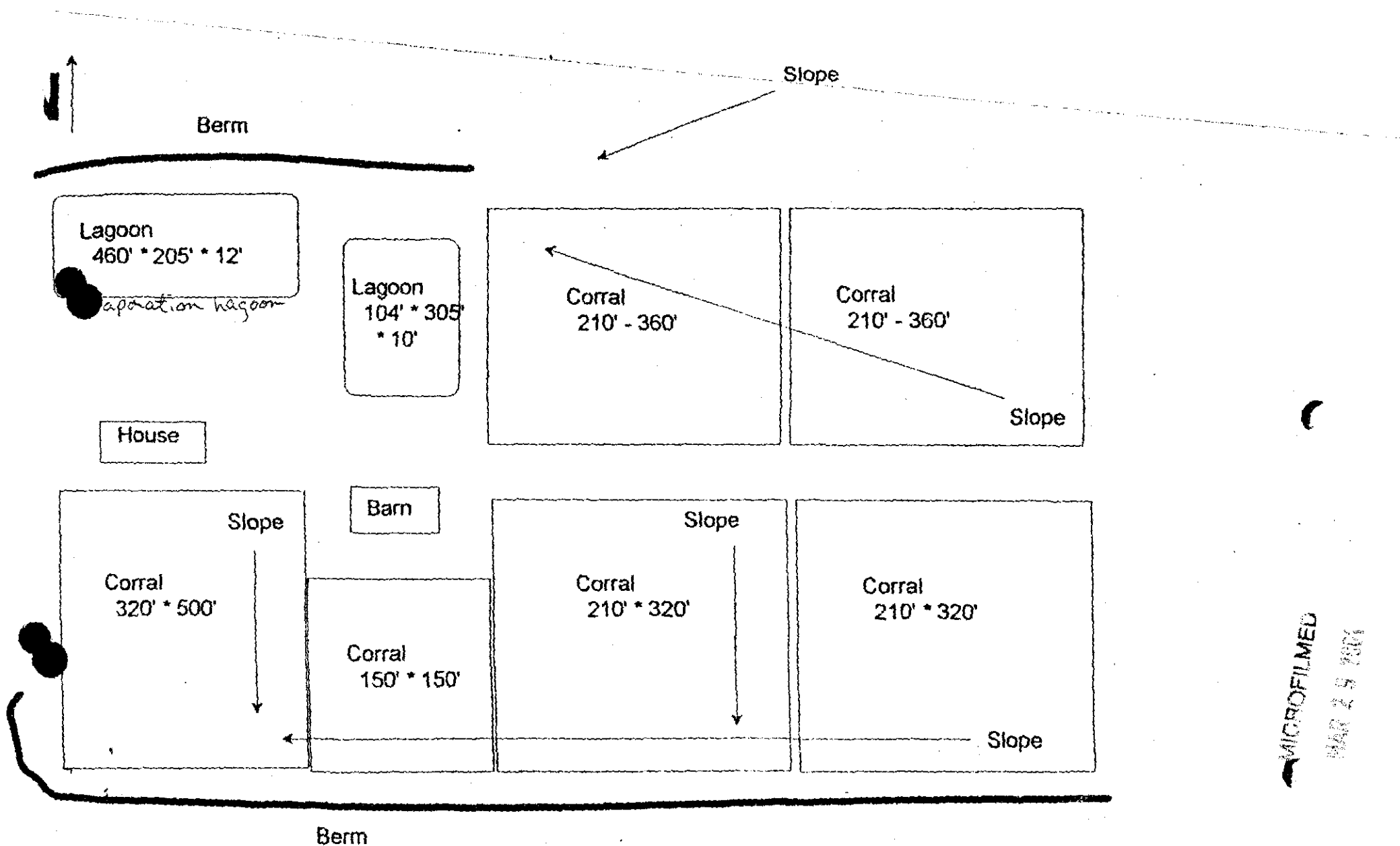
PRIMARY LAGOON SIZE REQUIREMENTS:

Number of Cells Used in Lagoon Design.....	1 cell
Length of Lagoon (Each Cell).....	305 ft.
Width of Lagoon (Each Cell).....	101 ft.
Depth of Lagoon (Each Cell).....	10 ft.
Freeboard Used on Lagoon.....	2 ft.
Side Slope Used in Calculations.....	2 to 1

ADDITIONAL RUNOFF CONTAINMENT USING RUNOFF BERM:

Length of Berm Used to Contain Runoff.....	1600 ft.
Volume Required Per Foot of Berm.....	71 cu.ft.

MICROFILMED
MAR 23 2001



MICROFILMED
MAR 29 1987

Pete Veenstra
1700 A E 3400 S
Wendell, Id
Prepared by
Bob Ohlensehlen
Extension Educator / Dair
Twin Falls County



The Desk Of

Shelby Williams

536-2253

Dec 6, 2000

To Whom it may concern:

This is to certify that I
filled out the FARMERS NATIONAL
BANK - Application for General

Purpose AND LIVESTOCK LOAN -
with Pete Veenstra dated
Forms ~~on~~ 6-17-81 AND

5-11-82. Although I neglected
to sign them, to my knowledge
they were correct.

Shelby Williams
Former loan officer
FARMERS NATIONAL

"Veterans Serving Veterans"

MICROFILMED

MAR 29 2001

TO THE FARMERS NATIONAL BANK OF BUHL OR THE FARMERS SECURITIES COMPANY

PERSONAL DATA:

Social Security or IRS
Identification Number 561-60-6382

FINANCIAL STATEMENT

LIABILITY AS ENDORSE OR GUARANTOR FOR OTHERS \$ 14,000 GUARANTEE FEE III AS BONDSMAN \$ 0 FILMED
EXPLANATION: _____
JUDGMENTS OUTSTANDING OR SUITS OR LITIGATION PENDING EITHER FOR OR AGAINST APPLICANT: NO
INSURANCE: LIFE \$ 200,000 HEALTH \$ YES BLACK FIRE \$ 493 AUTO LIAB. \$ YES EMPLOYERS LIAB. \$ YES
HAVE YOU EVER TAKEN BANKRUPTCY? NO EXPLAIN _____
HAVE REQUIRED INCOME TAX RETURNS BEEN FILED? NO ARE ANY RETURNS UNDER DISPUTE? NO ARE THERE ANY UNPAID DEFICIENCIES? _____
THE UNDERSIGNED CERTIFIES THAT ALL OF THE FOREGOING REPRESENTATIONS, SCHEDULES, AND FINANCIAL STATEMENT, INCLUDING THOSE UPON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE SUBMITTED FOR THE PURPOSE OF OBTAINING CREDIT FROM TIME TO TIME, ARE TRUE AND CORRECT
PETE VEENSTRA [Signature] 5-11-82
(Type name and capacity such as applicant, co-maker, guarantor, partner or stockholder) (Signature) Date
Cheryl A Veenstra 5-11-82

TO THE FARMERS NATIONAL BANK OF BUHL OR THE FARMERS SECURITIES COMPANY

PERSONAL DATA:

Social Security or IRS Identification Number 561-60-6382

FINANCIAL STATEMENT

LIABILITY AS ENDORSEER OR GUARANTOR FOR OTHERS \$ See on Court loan FNB AS BONDSMAN \$ No 10/25/81
EXPLANATION: _____
JUDGMENTS OUTSTANDING OR SUITS OR LITIGATION PENDING EITHER FOR OR AGAINST APPLICANT: no
INSURANCE: LIFE \$ 200M HEALTH \$ Yes BX FIRE \$ Yes Peterson AUTO LIAB. \$ Peterson EMPLOYERS LIAB. \$ Yes
HAVE YOU EVER TAKEN BANKRUPTCY? _____ EXPLAIN _____
HAVE REQUIRED INCOME TAX RETURNS BEEN FILED? yes ARE ANY RETURNS UNDER DISPUTE? no ARE THERE ANY UNPAID DEFICIENCIES? no
THE UNDERSIGNED CERTIFIES THAT ALL OF THE FOREGOING REPRESENTATIONS, SCHEDULES, AND FINANCIAL STATEMENT, INCLUDING THOSE UPON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE SUBMITTED FOR THE PURPOSE OF OBTAINING CREDIT FROM TIME TO TIME, ARE TRUE AND CORRECT
(Type name and capacity such as applicant, co-maker, guarantor, partner or stockholder) _____
x William A. Peterson (Signature) _____ Date 6-17-81
x Cheryl C. Peterson (Signature) _____ Date 6-17-81

April 6, 1984

Mr. Russ Butler
Small Business Administration
1005 Main Street
Boise, Idaho 83702

Re: Pete Veenstra
Loan # F-GP 173983-30-04-BOI
Hillview Dairy

Dear Russ,

This 80% guaranteed loan originated at \$470,000 on 11-22-83 at a rate of N.Y. prime + 2½%, payable at \$4,750 each 2 weeks beginning 12-15-83. All payments have been made as agreed. The present balance is \$454,576.02. We originally had 435 Hol. cows plus 165 young cattle for a total of 600 head as primary collateral. I counted the cattle April 3, 1984 and they had 464 Hol. Cows plus 137 young cattle for a total of 601 head. At the beginning of the loan we had a deficit primary security margin of (\$85,250) using \$600 for value of cows. Presently our security margin is only a deficit of (\$38,606) using the same values for cows, which shows an improvement.

However, this has been a severe winter and all our dairymen have suffered excessive death losses, increased veterinary costs, increased feed costs, increased bedding costs and decreased production, creating cash flow problems. Mr. Veenstra has been buying hay a load at a time and now that hay is in such short supply & higher priced (\$85 to \$100 per ton) he needs \$15,000 to make a down payment on enough hay to feed until new crop is available in June.

We are requesting the S.B.A. subordinate the cattle to Farmers National Bank for this feed loan.

As per our conversation we will take a new financing statement and security agreement on the cows, in conjunction with the new \$15,000.00 note.

(continued)

MICROFILMED

MAR 29 2001

Mr. Russ But
Page 2
April 6, 1984

Veenstra's will mail you a letter stating they are agreeable to this loan.

If you need anything further please let us know.

Yours truly,

Shelby Williams
Vice President

SW/mb

Enc.

MICROFILMED

MAR 29 2011

FIELD SURVEY

Date 12-3-84

PCA NO.	BR. NO.	MEMBER NO.	LOAN NO.

representative William
PROGRAM (List Harvested Crops Separately):

Member ITC VCA/TRA

[illegible]

TOTAL ESTIMATED AMOUNT AVAILABLE FOR LIQUIDATION FROM CROPS

When does member expect to start harvest?

Give name of warehouse or firm where each crop will be sold or stored

What is the general condition of equipment?

LIVESTOCK PROGRAM:

LIVESTOCK ON HAND THIS DATE -				ESTIMATED PURCHASES			ESTIMATED LIQUIDATION FROM LIVESTOCK			ESTIMATED SECURITY AT MATURITY		
Number	Kind	Pur. Hd.	Total Value	Number	Pur. Hd.	Value	Number	Pur. Hd.	Est. Liq.	Number	Pur. Hd.	Total Value
97	Hd Cows	600	55200	(Mice)								
72	Hd Cows	600	43200									
100	N "	600	60000									
100	M " "	600	60000									
100	" "	600	60000									
464			278000									
43	Hd "	240	10320									
77												
12	20# Bulls	600	7200									
8	50# Bulls	250	2000									
20	50# Hrs	300	6000	} At Picardi Feed lot								
100	Hrs	425	22950									
601			326,420									
TOTALS	XXXXXX			XXXX	OFF ME		XXXX		XXXX			

Comment on lamb and calf crop percentage, losses and condition of livestock:

FIELD SURVEY

PCA NO.	BR. NO.	MEMBER NO.	LOAN NO.

PCA

Date _____

Field Representative

CROP PROGRAM (List Harvested Crops Separately):

Member

[illegible]

TOTAL ESTIMATED AMOUNT AVAILABLE FOR LIQUIDATION FROM CROPS

When does member expect to start harvest?

Give name of warehouse or firm where each crop will be sold or stored

What is the general condition of equipment?..

LIVESTOCK PROGRAM:

LIVESTOCK ON HAND THIS DATE				ESTIMATED PURCHASES			ESTIMATED LIQUIDATION FROM LIVESTOCK			ESTIMATED SECURITY AT MATURITY -		
Number	Rind	Fer. Hd.	Total Value	Number	Fer. Hd.	Value	Number	Fer. Hd.	Est. Liq.	Number	Fer. Hd.	Total Value
83 Hal	Cow	()	(milk)									
53 Hal	Dog											
4 Hal	Bull											
6 Hal	Bull at Mike's					Vanished	7-2					
6 Hal	Bull at Tyson's					Vanished	7-2					
3 Hal	Bull at Wagon Horse					Vanished	7-2					
35 Hal	Son #	Hrs at Lee House				unable to find						
20 Hal	Son #	at Hugo W. of Mill				Vanished	7-2-84					
30 Hal	HR #	Palm at Neil Klein				Returned out	7-1-84					
54 Hal	600 #	at Agona Valley feed shop				(Bent. Wildcat 4(7-4-89))						
		(actually got home St. Leland)										
TOTALS	XXXXXXX				XXXX			XXXX			XXXX	

MICROFILMED

Comment on lamb and calf crop percentage, losses and condition of livestock:

ADDITION TO APPROVED BUDGET MONTHLY NEEDED TO COMPLETE OPERATIONS:

ITEMS NEEDED	APPROXIMATE TIME	AMOUNT
Term loan payments not included in approved budget.		
Total additional requirements to complete operations		
Unused balance of present approved budget (undisbursed commitment).		
Present ledger balance		
Estimated interest to maturity		
Loan balance plus requirements to complete operation		
ESTIMATED SALES:		
Liquidation from crops		
Liquidation from livestock		
Other (Explain) _____		

Estimated total sales		
Estimated margin or (carry-over) _____		
(Original estimated margin or (carry-over)) \$ _____ EXPLAIN IN REMARKS ANY LARGE DIFFERENCE BETWEEN ORIGINAL AND THIS ESTIMATE)		
OTHER SECURITY	AMOUNT	PRIMARY SECURITY AT MATURITY
Real Estate Mortgage:		
Acres - Value Liens (Equity)		
	TOTAL	
TOTAL	Margin (Deficit)	

REMARKS:

Pete was at the place so I counted the cattle & we talked & verified numbers. Pete has a lot of cattle & bulls out on Pasture & I verified all but the cattle at Miller & 35-500 # Hfrs. which he claims to have out with a Leo Laners (Pete didn't know his exact name) located behind Tommy Culless place.

It shipping an average of 19916[#] lbs per day
for 52[#] per day average. Barn was fairly clean & orderly
& feed bunk were well maintained. Owner Pays¹⁹ 30000
which he claims to be a montgery back north - Will like
to get a¹⁹ 40m feed line from us & tie up some winter
hay.

2025 2 8 2025

The Farmers National Bank

BOX 392

BUHL, IDAHO 83316

October 10, 1984

REC'D - SBA - L.A.
00T 11 1984
No. copies rec'd.
Amount for filing

Mr. Russ Butler
Supervisor
Small Business Administration
1020 Main St., Suite 290
Boise, Idaho 83702

Shelby Williams

Dear Russ:

Pete Veenstra needs \$40,000 for 2000 ton of corn silage and \$50,000 for 670 ton of 1st, 2nd and 3rd-cutting hay. Last winter we didn't buy any hay but Veenstra bought each week as needed, and with the severe winter and shortage of hay he paid as high as \$100.00 per ton. This resulted in a loss for those months.

It seems prudent to buy quality hay in large quantities to provide a constant supply to balance the total ration and hold up production. Our cow numbers are consistent with loan agreement and production is over 50# per head per day. Grain bill at Randens from last winter is excessive but is paying each two weeks and reducing the old bill \$3000 per month.

We would appreciate a subordination of the cows to the bank for these feed loans.

If you have any questions, please give me a call.

Sincerely yours,

Shelby Williams

Shelby Williams
Vice President

SW/jw

Enclosures: Copy Financial Statement
Copy Note

SOP 50-50-3	PARA 62	ACTION NO 03
U. S. SMALL BUSINESS ADMINISTRATION		
We concur with this request. to subordinate livestock to Bank's separate loan in amount not to exceed \$90,000. to expire 5-1-85 conditioned upon bank perfecting separate collateral documents, that there are no intervening liens between bank/SBA and obligors. Written consent from obligors.		
<i>[Signature]</i>	10-17-84	
Loan Specialist	Date	
APPROVED:		
<i>[Signature]</i>	10-17-84	
Supervisory Loan Specialist	Date	

MICROFILMED

10-17-84

Wendell, Idaho
Route #1

Mr. Shelby Williams
Vice President
The Farmers National Bank
P.O. Box 392
Buhl, Idaho 83316

Dear Shelby:

We hereby give approval for the S.B.A. to subordinate our cows to The Farmers National Bank as collateral for a \$40,000 loan for corn silage and a \$50,000 loan for hay purchases.

Thank you for your assistance.

Sincerely yours,


Albert (Pete) Veenstra


Cheryl Veenstra

MICROFILMED

MAR 28 2001

SECURITY AGREEMENT COVERING FARM PRODUCTS AND FARM EQUIPMENT
(May Be Used For Motor Vehicles)

October 22, 1984
(Date)

1. Albert Pete Veenstra & Cheryl Veenstra, his wife

(Name)

Route #1
(No. and Street)

Wendell
(City)

Gooding
(County)

Idaho
(State)

(hereinafter called "Debtor") hereby grants to THE FARMERS NATIONAL BANK (hereinafter called "Secured Party"),

successors and assigns, a security interest in the following goods (hereinafter called the "Collateral"):

A. CROPS—All of the summer fallow and all the following crops, including but not limited to:

Note for \$50,000 (Commercial Loan Commitment) for \$50,000.00

Due May 1, 1985 (\$5000 each 2 wks beg. 11-15-84). Int. at 14.5%

Note for \$40,000 payable @ \$3500 each 2 wks beg. 12-2-84

Bal due April 16, 1985. Int. at 15%

planted or growing, or to be grown, within the next two years on the following described lands:
(Insert legal description)

County, Idaho

or on the lands described on exhibits attached hereto. The name of the record owner is:

B. LIVESTOCK, POULTRY, ANIMALS, FEED, FARM PRODUCTS, EQUIPMENT AND SUPPLIES, including but not limited to:
(Include brands on livestock, year, make, model, ident. number on equipment)

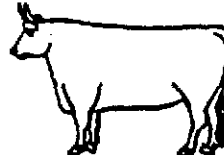
626 - CATTLE

FEED

339 - Holstein Cows, Milking
136 - Holstein Cows, Springers
64 - Holstein Heifers, 500-750#
49 - Holstein Heifers, 200-350#
20 - Holstein Heifers, 175-200#
18 - Holstein Bulls

200 - Ton Corn Silage
800 - Ton Alfalfa Hay

LEFT RIGHT



LEFT RIGHT



or as described on exhibits attached hereto.

C. All goods similar to those described above, which at any time may hereafter be planted or grown on the lands described above, or acquired by the Debtor, including but not limited to, additions and replacements and progeny of livestock, animals and poultry, all products of such property, and replacement equipment and supplies, accessories, parts, additions and accessories now or hereafter affixed or used in connection therewith.

D. The security interest shall also extend to all forest permits and grazing rights granted to Debtor by any governmental agency or other party, and shall include all incentive payments and agricultural subsidies or allowances granted by any governmental agency or other party, whether for the purpose of stimulating Debtor's production of livestock and crops or granted in lieu of raising livestock or planting crops.

E. All proceeds of the sale or other disposition of any of the goods described or referred to above.

2. The security interest granted hereby is to secure payment and performance of the liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (all hereinafter called "obligations").

3. DEBTOR HEREBY WARRANTS AND COVENANTS:

3.01 TITLE. Debtor is competent to enter into the security agreement and is now or, by using the proceeds of loans by the Secured Party, will become the owner of the Collateral free from any adverse lien, security interest or encumbrance.

3.02 USE. The Debtor is engaged in raising, farming, grazing or other farming operations. If checked here ☐, the Collateral is being acquired with the proceeds of loans by Secured Party to Debtor.

3.03 LOCATION OF COLLATERAL. The Collateral will be located in Gooding County, Idaho. Debtor will not remove the Collateral from said state without the written consent of Secured Party.

3.04 RESIDENCY. Debtor resides or maintains his chief place of business if not an individual in the county set forth above, unless some other county is indicated here:

County, Idaho

3.05 PERFECTION OF SECURITY INTEREST. The Debtor agrees to execute and file financing statements and do whatever may be necessary under applicable law to perfect and continue the Secured Party's interest in the Collateral, all at Debtor's expense.

THE TERMS AND CONDITIONS APPEARING ON THE BACK HEREOF ARE PART OF THIS SECURITY AGREEMENT

Signed and delivered to Secured Party on the day and year first above written.

MICROFILMED

MAR 20 2000

Cheryl Veenstra
Cheryl Veenstra

(Signature of Debtor)

3.06 SALE PROHIBITED. Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of Secured Party. By claiming proceeds of the Collateral in any financing statement prepared in conjunction with this Security Agreement, the Secured Party shall not be deemed to have given Debtor an implied power to sell or otherwise transfer the Collateral or any interest therein. In the event the Secured Party consents to the sale or disposition of said property, said consent is granted for only so long as the terms and conditions of this Security Agreement are kept and performed by Debtor, including the following to which Debtor agrees:

(a) All sales shall be for cash or upon credit for a term not exceeding 30 days, unless a longer term shall be approved by Secured Party; and may be made directly, through brokers or through any type of marketing organization and plan existing in the area where the property is located; and

(b) Whenever any of the property is stored in a warehouse, the warehouse receipts evidencing such storage shall be appropriately endorsed by Debtor and shall immediately be assigned by Debtor and delivered to Secured Party as security for the indebtedness secured hereby.

(c) All proceeds of sale shall immediately be delivered to Secured Party. All chattel paper, contracts or other evidence of obligation whether issued by a warehouse marketing group or otherwise, and all accounts receivable and other non-cash proceeds shall immediately be endorsed and assigned and delivered to Secured Party for the indebtedness secured hereby.

(d) The proceeds of any such disposition shall, when and if received by Secured Party, be applied to the indebtedness secured hereby.

(e) The Secured Party may collect the proceeds of any of such accounts or other non-cash proceeds of sale, and at its discretion sell or dispose of any or all of the proceeds of said sale without notice to the Debtor.

(f) Debtor agrees to furnish to Secured Party on demand a true and complete report and accounting for all of said property and the proceeds thereof at such times as Secured Party may reasonably request. Debtor will permit Secured Party or its duly accredited representatives to examine its books and records at all reasonable times during business hours.

(g) With respect to proceeds in the form of accounts Secured Party may at any time notify account debtors that the accounts have been assigned to Secured Party and shall be paid to Secured Party. Upon request of Secured Party at any time Debtor will so notify such account debtors and will indicate on all invoices to such account debtors that the accounts are payable to Secured Party.

3.07 INSURANCE. Debtor will keep the Collateral continuously insured by an insurer approved by Secured Party against fire, theft and other hazards designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Secured Party, and will deliver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full power to collect any and all insurance upon the Collateral and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

3.08 ADVERSE LIENS AND USE. Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance. Debtor will not create nor permit the existence of any adverse lien, security interest or encumbrance other than that created hereby on the property without the written consent of Secured Party. Any certificate of title now or hereafter existing on any of the property will be delivered to Secured Party and will recite the interest of Secured Party. Debtor will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any part thereof. Debtor agrees that he will at all times properly and carefully and in a workmanlike and husbandlike manner, tend, care and harvest and prepare for market the above described farm products all in accordance with the customary and usual practices in the vicinity, and all in compliance with state and federal laws, rules and regulations, and will use every means and endeavor to produce good commercial crops. Debtor will not use or permit anyone to use the Collateral in violation of any statute, ordinance, or state or federal regulation; and Secured Party may examine and inspect the Collateral at any reasonable time, wherever located.

3.09 TAXES AND ASSESSMENTS. Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the obligations.

4. PURCHASE MONEY. To the extent the proceeds of any note shall be used to acquire said Collateral, Secured Party shall have a purchase money security interest therein. Debtor hereby authorizes Secured Party to disburse said proceeds to the seller of the Collateral and/or to the insurance agent or broker, as shown on the records of the Secured Party.

5. SECURED PARTY'S RIGHT TO PAY TAXES, ETC.; DEBTOR'S RIGHT TO POSSESSION. The Secured Party is not required to, but may, at its option discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, pay for the maintenance and preservation of the Collateral, pay any filing or recording fees, or any other charges payable by Debtor and any amount so paid, with interest thereon at the maximum rate permitted by law from date of payment until repaid shall be secured hereby and shall be repayable by Debtor on demand. The rights granted by this paragraph are not a waiver of any other rights of Secured Party arising from breach of any of the covenants hereof by Debtor.

5.01 Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

6. DEFAULT. Time is of the essence of this Security Agreement, and Debtor shall be in default under this agreement upon the happening of any of the following events:

6.01 default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;

6.02 any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished;

6.03 any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;

6.04 loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;

6.05 death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor, or entry of any judgment against them, or failure of any guarantor or surety for Debtor to provide Secured Party with financial information promptly when requested by Secured Party.

6.06 The Secured Party deems itself insecure.

7. REMEDIES. Upon the occurrence of any default hereunder and at any time thereafter, the Secured Party may without notice or demand declare immediately due and payable all amounts secured hereby and shall have the remedies of a Secured Party under the Idaho Uniform Commercial Code or other applicable laws and without limiting the generality of the foregoing:

7.01 Debtor agrees to put Secured Party in possession of the Collateral on demand; and

7.02 Secured Party is authorized to enter any premises where the Collateral is situated and take possession of said property without notice or demand and without legal proceedings; and

7.03 At the request of Secured Party, Debtor will assemble the Collateral and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and

7.04 Debtor agrees that a period of five (5) days from the time notice is sent, by first class mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of the Collateral; and —

7.05 Secured Party shall have the right to possess and operate Debtor's entire operational unit and manage the same and make collections and sell such Collateral as it may determine, whether for liquidation or otherwise and take all other reasonable steps to realize funds from the Collateral; and Secured Party may obtain the appointment of a receiver, with or without notice to Debtor, for the purpose of possessing, managing and selling Debtor's property for the purposes of this agreement.

7.06 Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the property. In the event that this Security Agreement or any obligation secured by it is referred to an attorney for protecting or defending the priority of Secured Party's interest or for collection or realization procedures, Debtor agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid in this subparagraph shall be secured hereby; and

7.07 If Secured Party disposes of the property, Debtor agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.

7.08 Secured Party shall have the right immediately and without further action by it, to set off against the obligations of Debtor all money owed by Secured Party in any capacity to Debtor, whether or not due, and Secured Party shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon occurrence of such default even though such charge is made or entered on the books of Secured Party subsequent thereto.

8. GENERAL. This agreement constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by the Debtor, accepted by Secured Party and attached hereto. Any provision found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute a waiver of any subsequent default. All Secured Party's rights and remedies, whether evidenced hereby or by any other writing shall be cumulative and may be exercised singularly or concurrently. Any demand upon or notice to Debtor that Secured Party may give shall be effective when addressed and mailed to Debtor's address at which Secured Party customarily communicates with Debtor. This agreement and all rights and liabilities hereunder and in and to any and all obligations secured hereby, and in and to all Collateral described above, shall inure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Debtor and its successors and assigns. Whenever there is no outstanding obligation, and no commitment on the part of Secured Party under any agreement which might give rise to an obligation, Debtor may terminate this agreement upon written notice to Secured Party. Prior to such termination, this shall be a continuing agreement in every respect. This instrument is to be governed by the laws of the State of Idaho. If this instrument is signed by more than one Debtor, the obligations of Debtor shall be joint and several. All words used herein shall be construed to be of such gender and number as the circumstances require. This agreement shall include all other persons primarily or secondarily liable hereunder. This agreement is intended to take effect when signed by Debtor and delivered to Secured Party.

FILED 2 9 2008

October 15, 1983
(Date)

1. Albert Pete Veenstra & Cheryl Veenstra, his wife

(Name)

Route #1

(No. and Street)

Wendell

(City)

Gooding

(County)

Idaho

(State)

(hereinafter called "Debtor") hereby grants to THE FARMERS NATIONAL BANK (hereinafter called "Secured Party"),

successors and assigns, a security interest in the following goods (hereinafter called the "Collateral"):

A. CROPS—All of the summer fallow and all the following crops, including but not limited to:

Note for \$470,000.00 SBA Loan 80% Guaranteed
Interest at 13.25% Adj. quarterly (N. Y. Prime + 2%)
Due November 22, 1989

planted or growing, or to be grown, within the next two years on the following described lands:
(Insert legal description)

Township 8 South, Range 15 East of the Boise Meridian
SECTION 19: That part of Lot 4 lying North of the "S22"
Canal of the Northside Canal Co.

County, Idaho

or on the lands described on exhibits attached hereto. The name of the record owner is

B. LIVESTOCK, POULTRY, ANIMALS, FEED, FARM PRODUCTS, EQUIPMENT AND SUPPLIES, including but not limited to:
(Include brands on livestock, year, make, model, ident. number on equipment)

600 - CATTLE

MACHINERY & EQUIPMENT

435-Holstein Cows

1 - Globe 3000-gal Bulk Milk Tank, s/n A-1079

49-Bred Hol Hfrs

1 - Keenzade Tank Washer, s/n ZY 3999-1

46-6-750# Hfrs

1 - Vandenburg 20-H.P. Washer & Pump

52-3-350# Hfrs

s/n 92XC1210

18-Bulls

1 - Chore-boy Vacuum Pump

All add'l cattle to

1 - 10-H.P. Ice Machine, s/n ED 4430

be purchased, all

1 - 10-H.P. Air Compressor, s/n ZC-4440

progeny

1 - Schwieter Receiver Bowl & Pipeline System

10-Quarter Horse

10 - Boumatic Milker Units

Mares

10 - Boumatic Pulsators

All other horses

2 - 1000-gal Water Heaters

to be purchased

1 - Vandenburg Herringbone Stalls & Feeders

MACHINERY & EQUIPT.

1 - Used 1978 MF Dsl Tractor w/Lo

s/n 982102, & 6419

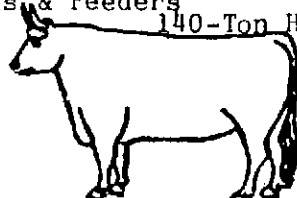
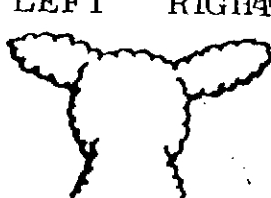
1 - Grainovator Feed Wagon s/n 1343

1 - 3-pt. 8' Brush-hay Blade Scra

1 - 7'x 21' 5th wheel Stock Trlr.

All mineral feeders, water trough
calf hutches and other misc. equip
and toolsALL FEED ON HAND OR TO BE PURCHASE
INCLUDING BUT NOT LIMITED TO:

140-Ton Hay LEFT RIGHT



1 - Mayon 3-phase Motor & Grain Auger System

All other milking eqpt. not shown above

1 - Michigan Mod 75 A

4 wheel drive loader

s/n

or as described on exhibits attached hereto.

C. All goods similar to those described above, which at any time may hereafter be planted or grown on the lands described above, or acquired by the Debtor, including but not limited to, additions and replacements and progeny of livestock, animals and poultry, all products of such property, and replacement equipment and supplies, accessories, parts, additions and accessions now or hereafter affixed or used in connection therewith.

D. The security interest shall also extend to all forest permits and grazing rights granted to Debtor by any governmental agency or other party, and shall include all incentive payments and agricultural subsidies or allowances granted by any governmental agency or other party, whether for the purpose of stimulating Debtor's production of livestock and crops or granted in lieu of raising livestock or planting crops.

E. All proceeds of the sale or other disposition of any of the goods described or referred to above.

2. The security interest granted hereby is to secure payment and performance of the liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (all hereinafter called "obligations").

3. DEBTOR HEREBY WARRANTS AND COVENANTS:

3.01 TITLE. Debtor is competent to enter into the security agreement, and is now or, by using the proceeds of loans by the Secured Party, will become the owner of the Collateral free from any adverse lien, security interest or encumbrance.

3.02 USE. The Debtor is engaged in raising, fattening, grazing or other farming operations. If checked here ☐, the Collateral is being acquired with the proceeds of loans by Secured Party to Debtor.

3.03 LOCATION OF COLLATERAL. The Collateral will be located in

Gooding County, Idaho. Debtor will not

remove the Collateral from said state without the written consent of Secured Party.

3.04 RESIDENCY. Debtor resides or maintains his chief place of business if not an individual in the county set forth above, unless some other county is indicated here:

County, Idaho

3.05 PERFECTION OF SECURITY INTEREST. The Debtor agrees to execute and file financing statements and do whatever may be necessary under applicable law to perfect and continue the Secured Party's interest in the Collateral, all at Debtor's expense.

THE TERMS AND CONDITIONS APPEARING ON THE BACK HEREOF ARE PART OF THIS SECURITY AGREEMENT

Signed and delivered to Secured Party on the day and year first above written.

Albert Pete Veenstra
Cheryl C. Veenstra

(Signature of Debtor)

4. SALE PROHIBITED. Debtor will not sell, offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of Secured Party. By claiming proceeds or products of the Collateral in any financing statement prepared in conjunction with this Security Agreement, the Secured Party shall not be deemed to have given Debtor an implied power to sell or otherwise transfer the Collateral or any interest therein. In the event the Secured Party consents to the sale or disposition of said property, said consent is granted for only so long as the terms and conditions of this Security Agreement are kept and performed by Debtor, including the following to which Debtor agrees:

(a) All sales shall be for cash or upon credit for a term not exceeding 30 days, unless a longer term shall be approved by Secured Party; and may be made directly, through brokers or through any type of marketing organization and plan existing in the area where the property is located; and

(b) Whenever any of the property is stored in a warehouse, the warehouse receipts evidencing such storage shall be appropriately endorsed by Debtor and shall immediately be assigned by Debtor and delivered to Secured Party as security for the indebtedness secured hereby.

(c) All proceeds of sale shall immediately be delivered to Secured Party. All chattel paper, contracts or other evidence of obligation whether issued by a warehouse marketing group or otherwise, and all accounts receivable and other non-cash proceeds shall immediately be endorsed and assigned and delivered to Secured Party for the indebtedness secured hereby.

(d) The proceeds of any such disposition shall, when and if received by Secured Party, be applied to the indebtedness secured hereby.

(e) The Secured Party may collect the proceeds of any of such accounts or other non-cash proceeds of sale, and at its discretion sell or dispose of any or all of the proceeds of said sale without notice to the Debtor.

(f) Debtor agrees to furnish to Secured Party on demand a true and complete report and accounting for all of said property and the proceeds thereof at such times as Secured Party may reasonably request. Debtor will permit Secured Party or its duly accredited representatives to examine its books and records at all reasonable times during business hours.

(g) With respect to proceeds in the form of accounts Secured Party may at any time notify account debtors that the accounts have been assigned to Secured Party and shall be paid to Secured Party. Upon request of Secured Party at any time Debtor will so notify such account debtors and will indicate on all invoices to such account debtors that the accounts are payable to Secured Party.

3. 07 INSURANCE. Debtor will keep the Collateral continuously insured by an insurer approved by Secured Party against fire, theft and other hazards, designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Secured Party, and will deliver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full power to collect any and all insurance upon the Collateral and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

3. 08 ADVERSE LIENS AND USE. Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance. Debtor will not create nor permit the existence of any adverse lien, security interest or encumbrance other than that created hereby on the property without the written consent of Secured Party. Any certificate of title now or hereafter existing on any of the property will be delivered to Secured Party and will recite the interest of Secured Party. Debtor will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any part thereof. Debtor agrees that he will at all times properly and carefully and in a workmanlike and husbandlike manner, tend, care and harvest and prepare for market the above described farm products all in accordance with the customary and usual practices in the vicinity, and all in compliance with state and federal laws, rules and regulations, and will use every means and endeavor to produce good commercial crops. Debtor will not use or permit anyone to use the Collateral in violation of any statute, ordinance, or state or federal regulation; and Secured Party may examine and inspect the Collateral at any reasonable time, wherever located.

3. 09 TAXES AND ASSESSMENTS. Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the obligations.

4. PURCHASE MONEY. To the extent the proceeds of any note shall be used to acquire said Collateral, Secured Party shall have a purchase money security interest therein. Debtor hereby authorizes Secured Party, to disburse said proceeds to the seller of the Collateral and/or to the insurance agent or broker, as shown on the records of the Secured Party.

5. SECURED PARTY'S RIGHT TO PAY TAXES, ETC.; DEBTOR'S RIGHT TO POSSESSION. The Secured Party is not required to, but may, at its option discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, pay for the maintenance and preservation of the Collateral; pay any filing or recording fees, or any other charges payable by Debtor; and any amount so paid, with interest thereon at the maximum rate permitted by law from date of payment until repaid shall be secured hereby and shall be repayable by Debtor on demand. The rights granted by this paragraph are not a waiver of any other rights of Secured Party arising from breach of any of the covenants hereof by Debtor.

5. 01 Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

6. DEFAULT. Time is of the essence of this Security Agreement, and Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

6. 01 default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;

6. 02 any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished;

6. 03 any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;

6. 04 loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;

6. 05 death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor, or entry of any judgment against them, or failure of any guarantor or surety for Debtor to provide Secured Party with financial information promptly when requested by Secured Party.

6. 06 The Secured Party deems itself insecure.

7. REMEDIES. Upon the occurrence of any default hereunder and at any time thereafter, the Secured Party may without notice or demand declare immediately due and payable all amounts secured hereby and shall have the remedies of a Secured Party under the Idaho Uniform Commercial Code or other applicable law; and without limiting the generality of the foregoing:

7. 01 Debtor agrees to put Secured Party in possession of the Collateral on demand; and

7. 02 Secured Party is authorized to enter any premises where the Collateral is situated and take possession of said property without notice or demand and without legal proceedings; and

7. 03 At the request of Secured Party, Debtor will assemble the Collateral and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and

7. 04 Debtor agrees that a period of five (5) days from the time notice is sent, by first class mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of the Collateral; and

7. 05 Secured Party shall have the right to possess and operate Debtor's entire operational unit and manage the same and make collections and sell such Collateral as it may determine, whether for liquidation or otherwise and take all other reasonable steps to realize funds from the Collateral; and Secured Party may obtain the appointment of a receiver, with or without notice to Debtor, for the purpose of possessing, managing and selling Debtor's property for the purposes of this agreement.

7. 06 Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the property. In the event that this Security Agreement or any obligation secured by it is referred to an attorney for protecting or defending the priority of Secured Party's interest or for collection or realization procedures, Debtor agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid in this subparagraph shall be secured hereby; and

7. 07 If Secured Party disposes of the property, Debtor agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.

7. 08 Secured Party shall have the right immediately and without further action by it, to set off against the obligations of Debtor all money owed by Secured Party in any capacity to Debtor, whether or not due, and Secured Party shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon occurrence of such default even though such charge is made or entered on the books of Secured Party subsequent thereto.

8. GENERAL. This agreement constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by the Debtor, accepted by Secured Party and attached hereto. Any provision found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute a waiver of any subsequent default. All Secured Party's rights and remedies, whether evidenced hereby or by any other writing shall be cumulative and may be exercised singularly or concurrently. Any demand upon or notice to Debtor that Secured Party may give shall be effective when addressed and mailed to Debtor's address at which Secured Party customarily communicates with Debtor. This agreement and all rights and liabilities hereunder and in and to any and all obligations secured hereby, and in and to all Collateral described above, shall inure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Debtor and its successors and assigns. Whenever there is no outstanding obligation and no commitment on the part of Secured Party under any agreement which might give rise to an obligation, Debtor may terminate this agreement upon written notice to Secured Party. Prior to such termination, this shall be a continuing agreement in every respect. This instrument is to be governed by the laws of the State of Idaho. If this instrument is signed by more than one Debtor, the obligations of Debtor shall be joint and several. All words used herein shall be construed to be of such gender and number as the circumstances require and all references to Debtor shall include all other persons primarily or secondarily liable hereunder. This agreement is intended to take effect when signed by Debtor and delivered to Secured Party.

MICROFILMED

APR 23 2001

SECURITY AGREEMENT COVERING FARM PRODUCTS AND FARM EQUIPMENT

(May Be Used For Motor Vehicles)

April 5, 1984

(Date)

1. Albert Pete Veenstra & Cheryl Veenstra

(Name)

Route #1

Wendell

Gooding

Idaho

(No. and Street)

(City)

(County)

(State)

(hereinafter called "Debtor") hereby grants to The Farmers National Bank

(hereinafter called "Secured Party"),

successors and assigns, a security interest in the following goods (hereinafter called the "Collateral"):

A. CROPS—All of the summer fallow and all the following crops, including but not limited to:

Note for \$15,000.00

Due November 5, 1984

Interest at 13.5%

planted or growing, or to be grown, within the next two years on the following described lands:
(Insert legal description)

County, Idaho

or on the lands described on exhibits attached hereto. The name of the record owner is _____

B. LIVESTOCK, POULTRY, ANIMALS, FEED, FARM PRODUCTS, EQUIPMENT AND SUPPLIES, including but not limited to:
(Include brands on livestock, year, make, model, ident. number on equipment)

596 - Hd. LIVESTOCK

459 - Hol. Cows

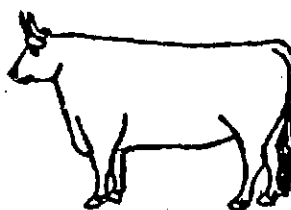
18 - Hol. Bulls

54 - Hd. Hfrs. 700 lbs.

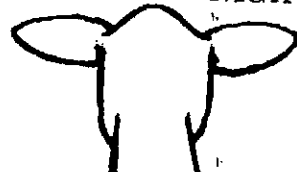
65 - Hol. Hfrs. 400 lbs.

All livestock now owned or hereafter acquired. All progeny.

LEFT RIGHT



LEFT RIGHT



or as described on exhibits attached hereto.

C. All goods similar to those described above, which at any time may hereafter be planted or grown on the lands described above, or acquired by the Debtor, including but not limited to, additions and replacements and progeny of livestock, animals and poultry, all products of such property, and replacement equipment and supplies, accessories, parts, additions and accessions now or hereafter affixed or used in connection therewith.

D. The security interest shall also extend to all forest permits and grazing rights granted to Debtor by any governmental agency or other party, and shall include all incentive payments and agricultural subsidies or allowances granted by any governmental agency or other party, whether for the purpose of stimulating Debtor's production of livestock and crops or granted in lieu of raising livestock or planting crops.

E. All proceeds of the sale or other disposition of any of the goods described or referred to above.

2. The security interest granted hereby is to secure payment and performance of the liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (all hereinafter called "obligations").

3. DEBTOR HEREBY WARRANTS AND COVENANTS:

3.01 TITLE. Debtor is competent to enter into the security agreement and is now or, by using the proceeds of loans by the Secured Party, will become the owner of the Collateral free from any adverse lien, security interest or encumbrance.

3.02 USE. The Debtor is engaged in raising, fattening, grazing or other farming operations. If checked here ☐, the Collateral is being acquired with the proceeds of loans by Secured Party to Debtor.

3.03 LOCATION OF COLLATERAL. The Collateral will be located in Gooding County, Idaho. Debtor will not

remove the Collateral from said state without the written consent of Secured Party.

3.04 RESIDENCY. Debtor resides or maintains his chief place of business if not an individual in the county set forth above, unless some other county is indicated here:

Gooding County, Idaho

3.05 PERFECTION OF SECURITY INTEREST. The Debtor agrees to execute and file financing statements and do whatever may be necessary under applicable law to perfect and continue the Secured Party's interest in the Collateral, all at Debtor's expense.

THE TERMS AND CONDITIONS APPEARING ON THE BACK HEREOF ARE PART OF THIS SECURITY AGREEMENT

Signed and delivered to Secured Party on the day and year first above written.

Albert Pete Veenstra
Cheryl C. Veenstra

(Signature of Debtor)

MICROFILMED

MAR 29 1985

3. 06 SALE PROHIBITED. Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of Secured Party. By claiming proceeds of the Collateral in any financing statement prepared in conjunction with this Security Agreement, the Secured Party shall not be deemed to have given Debtor an implied power to sell or otherwise transfer the Collateral or any interest therein. In the event the Secured Party consents to the sale or disposition of said property, said consent is granted for only so long as the terms and conditions of this Security Agreement are kept and performed by Debtor, including the following to which Debtor agrees.

(a) All sales shall be for cash or upon credit for a term not exceeding 30 days, unless a longer term shall be approved by Secured Party; and may be made directly, through brokers or through any type of marketing organization and plan existing in the area where the property is located; and

(b) Whenever any of the property is stored in a warehouse, the warehouse receipts evidencing such storage shall be appropriately endorsed by Debtor and shall immediately be assigned by Debtor and delivered to Secured Party as security for the indebtedness secured hereby.

(c) All proceeds of sale shall immediately be delivered to Secured Party. All chattel paper, contracts or other evidence of obligation whether issued by a warehouse marketing group or otherwise, and all accounts receivable and other non-cash proceeds shall immediately be endorsed and assigned and delivered to Secured Party for the indebtedness secured hereby.

(d) The proceeds of any such disposition shall, when and if received by Secured Party, be applied to the indebtedness secured hereby.

(e) The Secured Party may collect the proceeds of any of such accounts or other non-cash proceeds of sale, and at its discretion sell or dispose of any or all of the proceeds of said sale without notice to the Debtor.

(f) Debtor agrees to furnish to Secured Party on demand a true and complete report and accounting for all of said property and the proceeds thereof at such times as Secured Party may reasonably request. Debtor will permit Secured Party or its duly accredited representatives to examine its books and records at all reasonable times during business hours.

(g) With respect to proceeds in the form of accounts Secured Party may at any time notify account debtors that the accounts have been assigned to Secured Party and shall be paid to Secured Party. Upon request of Secured Party at any time Debtor will so notify such account debtors and will indicate on all invoices to such account debtors that the accounts are payable to Secured Party.

3. 07 INSURANCE. Debtor will keep the Collateral continuously insured by an insurer approved by Secured Party against fire, theft and other hazards designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Secured Party, and will deliver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full power to collect any and all insurance upon the Collateral and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

3. 08 ADVERSE LIENS AND USE. Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance. Debtor will not create nor permit the existence of any adverse lien, security interest or encumbrance other than that created hereby on the property without the written consent of Secured Party. Any certificate of title now or hereafter existing on any of the property will be delivered to Secured Party and will recite the interest of Secured Party. Debtor will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any part thereof. Debtor agrees that he will at all times properly and carefully and in a workmanlike and husbandlike manner, tend, care and harvest and prepare for market the above described farm products all in accordance with the customary and usual practices in the vicinity, and all in compliance with state and federal laws, rules and regulations, and will use every means and endeavor to produce good commercial crops. Debtor will not use or permit anyone to use the Collateral in violation of any statute, ordinance, or state or federal regulation; and Secured Party may examine and inspect the Collateral at any reasonable time, wherever located.

3. 09 TAXES AND ASSESSMENTS. Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the obligations.

4. PURCHASE MONEY. To the extent the proceeds of any note shall be used to acquire said Collateral, Secured Party shall have a purchase money security interest therein. Debtor hereby authorizes Secured Party to disburse said proceeds to the seller of the Collateral and/or to the insurance agent or broker, as shown on the records of the Secured Party.

5. SECURED PARTY'S RIGHT TO PAY TAXES, ETC.; DEBTOR'S RIGHT TO POSSESSION. The Secured Party is not required to, but may, at its option discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, pay for the maintenance and preservation of the Collateral, pay any filing or recording fees, or any other charges payable by Debtor and any amount so paid, with interest thereon at the maximum rate permitted by law from date of payment until repaid shall be secured hereby and shall be repayable by Debtor on demand. The rights granted by this paragraph are not a waiver of any other rights of Secured Party arising from breach of any of the covenants hereof by Debtor.

5. 01 Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

6. 01 default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;

6. 02 any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished;

6. 03 any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;

6. 04 loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;

6. 05 death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor; or entry of any judgment against them, or failure of any guarantor or surety for Debtor to provide Secured Party with financial information promptly when requested by Secured Party.

6. 06 The Secured Party deems itself insecure.

7. REMEDIES. Upon the occurrence of any default hereunder and at any time thereafter, the Secured Party may without notice or demand declare immediately due and payable all amounts secured hereby and shall have the remedies of a Secured Party under the Idaho Uniform Commercial Code or other applicable law; and without limiting the generality of the foregoing:

7. 01 Debtor agrees to put Secured Party in possession of the Collateral on demand; and

7. 02 Secured Party is authorized to enter any premises where the Collateral is situated and take possession of said property without notice or demand and without legal proceedings; and

7. 03 At the request of Secured Party, Debtor will assemble the Collateral and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and

7. 04 Debtor agrees that a period of five (5) days from the time notice is sent, by first class mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of the Collateral; and

7. 05 Secured Party shall have the right to possess and operate Debtor's entire operational unit and manage the same and make collections and sell such Collateral as it may determine, whether for liquidation or otherwise and take all other reasonable steps to realize funds from the Collateral; and Secured Party may obtain the appointment of a receiver, with or without notice to Debtor, for the purpose of possessing, managing and selling Debtor's property for the purposes of this agreement.

7. 06 Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the property. In the event that this Security Agreement or any obligation secured by it is referred to an attorney for protecting or defending the priority of Secured Party's interest or for collection or realization procedures, Debtor agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid in this subparagraph shall be secured hereby; and

7. 07 If Secured Party disposes of the property, Debtor agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.

7. 08 Secured Party shall have the right immediately and without further action by it, to set off against the obligations of Debtor all money owed by Secured Party in any capacity to Debtor, whether or not due, and Secured Party shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon occurrence of such default even though such charge is made or entered on the books of Secured Party subsequent thereto.

8. GENERAL. This agreement constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by the Debtor, accepted by Secured Party and attached hereto. Any provision found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute a waiver of any subsequent default. All Secured Party's rights and remedies, whether evidenced hereby or by any other writing shall be cumulative and may be exercised singularly or concurrently. Any demand upon or notice to Debtor that Secured Party may give shall be effective when addressed and mailed to Debtor's address at which Secured Party customarily communicates with Debtor. This agreement and all rights and liabilities hereunder and in and to any and all obligations secured hereby, and in and to all Collateral described above, shall inure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Debtor and its successors and assigns. Whenever there is no outstanding obligation and no commitment on the part of Secured Party under any agreement which might give rise to an obligation, Debtor may terminate this agreement upon written notice to Secured Party. Prior to such termination, this shall be a continuing agreement in every respect. This instrument is to be governed by the laws of the State of Idaho. If this instrument is signed by more than one Debtor, the obligations of Debtor shall be joint and several. All words used herein shall be construed to be of such gender and number as the circumstances require and all references to Debtor shall include all other persons primarily or secondarily liable hereunder. This agreement is intended to take effect when signed by Debtor and delivered to Secured Party.

MICROFILMED

MAR 25 1988



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 14, 2001

CRAIG HOBDEY
HOBDEY & HOBDEY
PO BOX 175
GOODING ID 83330

PETE VEENSTRA &/OR
CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

RE: Protested Application for Permit 36-08803

Attached please find a copy of the letter acknowledging withdrawal of the protest filed by the Idaho Rural Council against approval of the above referenced application.

Since they were the only protestant, the issue of the protest has been resolved and the Department is now prepared to proceed with the normal processing of the application which includes regional review prior to being forwarded to our State Office.

Because your application claims development prior to the start of the Snake River Basin Adjudication, we need additional information. Evidence of development prior to November, 1987 such as ASCS area photos pre-dating 1987 with a signed statement from an ASCS agent, power bills pre-dated November, 1987 for meter specifically servicing pump, pump records, various receipts, ASCS crop records and/or any other supportive documentation may be submitted.

If the requested information is not received within 30 days, the application may become void, null and of no further consideration by the Department. If you have any questions or if this office can be of further assistance, please feel free to contact us.

Very truly yours,

Allen D. Merritt, P.E.
Southern Region Manager

AM:MB

MICROFILMED

MAR 23 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 14, 2001

RICHARD A CARLSON
ATTORNEY AT LAW
PO BOX 21
FILER ID 83328

IDAHO RURAL COUNCIL
LEE HALPER
331 S 230 W
JEROME ID 83338

Re: Application for Permit No. 36-08803 (Pete &/or Cheryl Veenstra)

Gentlemen:

This office acknowledges receipt of the withdrawal of your protest against the above referenced application.

Since you were the only protestant, the issue of the protest has been resolved and the Department is now prepared to proceed with the normal processing of the application which includes regional review prior to being forwarded to our State Office.

The Department will continue review of the application without further contact with you unless information is requested.

Please feel free to contact this office if you have any questions regarding this procedure.

Very truly yours,

Allen D. Merritt, P.E.

Southern Region Manager

AM:mb

Cc:

PETE VEENSTRA &/OR
CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

CRAIG HOBDEY
HOBDEY & HOBDEY
PO BOX 175
GOODING ID 83330

MICROFILMED

MAR 23 2001

RECEIVED

FEB 13 2001

Department of Water Resources
Southern Region

RICHARD A. CARLSON

Attorney at Law
ISB#5971 OSB # 79-180P.O. Box 21
Filer, ID 83328Telephone and fax: (208) 326-3686
E-mail: carlsonr@filertel.com

VIA FACSIMILE

February 13, 2001

Craig Hobdey
Hobdey & Hobdey
P.O. Box 176
Gooding, ID 83330-0176

Post-It* Fax Note	7671	Date	2-13-01	# of pages	1
To	ALLEN MERRITT		From	R. CARLSON	
Co./Dept.	I.D.W.R.		Co.		
Phone #			Phone #	326-3686	
Fax #	736-3037		Fax #	326-3686	

Re: Pete and Cheryl Veenstra
IDWR Application for Permit No. 36-08803

Dear Craig:

I called both you and Mr. Merritt late last week leaving messages for both that the Idaho Rural Council would be withdrawing its protest of the above referenced permit application based on the information you forwarded. I will assume that Mr. Merritt will treat his receipt of a copy of this as a formal request to withdraw the protest.

Thank both of you for your assistance in resolving this matter.

Very truly yours,

Richard A. Carlson

cc: Allen Merritt

MICROFILMED

MAR 23 2001

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES

IN THE MATTER OF APPLICATION
FOR PERMIT NO. 36-08803

Pete &/or Cheryl Veenstra,

Applicants

Idaho Rural Council,

Protestant

NOTICE OF HEARING

SOURCE: ground water

COUNTY: Gooding

On July 13, 2000 Pete &/or Cheryl Veenstra (applicants), filed with the Department of Water Resources an application to appropriate the public waters of the State of Idaho. The Department has received a protest against the approval of said application from the above captioned protestant. The conference held by the department on December 6, 2000 did not resolve the matter of protest.

The Department has scheduled the matter for hearing on Tuesday February 27, 2001 at 10:00 a.m. in the Multi-Purpose Room, City Hall, 308 5th Avenue West, Gooding ID.

The hearing will be held in accordance with provisions of chapters 2 and 17, Title 42 and Chapter 52, Title 67, Idaho Code, the adopted Rules of Procedure of the department and Water Appropriation Rules 40 and 45. A copy of the rules may be obtained from the department upon request. The presiding officer at the hearing will be L. Glen Saxton.

If you plan to offer exhibits for the record, note that IDAPA Rule of Procedure 37.01.01606 requires that you provide a copy of exhibits to each party and to the presiding officer. The parties have agreed to exchange exhibits and list of witnesses by **February 13, 2001**.

The hearing will be conducted in a facility which meets the accessibility requirements of the Americans With Disabilities Act.

If you require special accommodations in order to attend, participate in or understand the hearing, please advise the department within ten (10) days prior to the hearing.

All parties to the matter will have the opportunity to respond and present information and argument on all issues involved.

Dated this 8th day of February, 2001.



Allen D. Merritt
Southern Region Manager

MICROFILMED

MAR 29 2001

CERTIFICATE OF MAILING

I hereby certify that on the 8th day of February, 2001 a true and correct copy of the above and foregoing Notice of Hearing was forwarded with all required charges prepared, by Certified U.S. Mail, to the parties listed:


Secretary

PETE VEENSTRA &/OR
CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

IDAHO RURAL COUNCIL
LEE HALPER
331 S 230 W
JEROME ID 83338

CRAIG HOBDEY
HOBDEY & HOBDEY
PO BOX 175
GOODING ID 83330

RICHARD A CARLSON
ATTORNEY AT LAW
PO BOX 21
FILER ID 83328

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *Adm/36-8803*

1000 0520 0020 3619 5987
**CRAIG HOBDEY
HOBDEY & HOBDEY
PO BOX 175
GOODING ID 83330**

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

PO Box 176

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

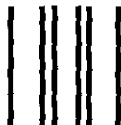
4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7000 0520 0020 3619 5987

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 on this box.

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FEB 12 2001

RECEIVED
Department of Water Resources
Southern Region

STATE OF IDAHO
DEPT OF WATER RESOURCES
1341 FILLMORE-SUITE 200
TWIN FALLS ID 83301-3380

83301-3380



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ADM/3619 03
NOV 8 1999

PETE VEENSTRA & OR
CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

2. Article Number (Copy from service label)

7000 0520 0020 3619 5970

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Cheryl Veenstra 8-12-04

C. Signature

X Cheryl Veenstra

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS®
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

MICROFILMED

Feb 13 2001

STATE OF IDAHO
DEPT OF WATER RESOURCES
1341 FILLMORE-SUITE 200
TWIN FALLS ID 83301-3380

RECEIVED

FEB 13 2001

Department of Water Resources
Southern Region

RECEIVED

FEB 13 2001

Department of Water Resources
Southern Region

040701100000



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to: ADM/36 8803

IDAHO RURAL COUNCIL
LEE HALPER
331 S 230 W
JEROME ID 83338

2. Article Number (Copy from service label)

7000 0520 0020 3619 5994

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

2-9-01

C. Signature

X

K. Halper

☒ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



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Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

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FEB 12 2001
Department of Water Resources
Southern Region
MICROFILMED

STATE OF IDAHO
DEPT OF WATER RESOURCES
1341 FILLMORE-SUITE 200
TWIN FALLS ID 83301-3380

83301-3380



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *ADM/36-8803*

7/2 5 3 1999
RICHARD A CARLSON
ATTORNEY AT LAW
PO BOX 21
FILER ID 83328

2. Article Number (Copy from service label)

7000 0520 0020 3619 6007

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

RICHARD CARLSON 2/9/01

C. Signature

X *R Carlson*

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box.

RECEIVED

FEB 12 2001

**Department of Water Resource
Southern Region**

STATE OF IDAHO
DEPT OF WATER RESOURCES
1341 FILLMORE-SUITE 200
TWIN FALLS ID 83301-3380

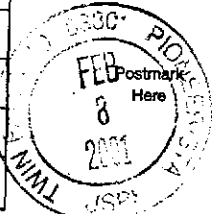
RECEIVED

FEB 29 2001

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 3619 5970

Postage	\$.34
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.74



(To be completed by mailer)

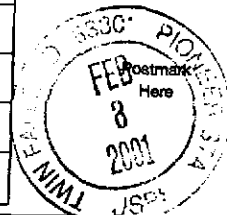
PETE VEENSTRA & OR
CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

4965 676 0200 3619 5994

Postage	\$.34
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.74



(To be completed by mailer)

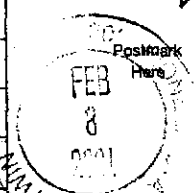
IDAHO RURAL COUNCIL
LEE HALPER
331 S 230 W
JEROME ID 83338

See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 3619 5987

Postage	\$.34
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.74



(To be completed by mailer)

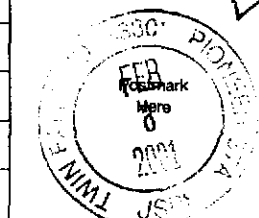
CRAIG HOBDEY
HOBDEY & HOBDEY
PO BOX 175
GOODING ID 83330

See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0020 3619 6007

Postage	\$.34
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.74



(To be completed by mailer)

RICHARD A CARLSON
ATTORNEY AT LAW
PO BOX 21
FILER ID 83328

See Reverse for Instructions

MICROFILMED

MAR 29 2001



State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 8, 2001

ATTENTION: Kathy
GOODING CITY HALL
308 5TH AVENUE WEST
GOODING ID 83330

Dear Kathy:

The purpose of this letter is to confirm the reservation of the Multi-purpose Room for a meeting to be held by this office on Tuesday February 27, 2001 from 9 :00 a.m. - 5:00 p.m.

If you have any questions please feel free to contact me or Allen Merritt, Southern Regional Office Manager.

Thank you very much for your assistance in this matter.

Very truly yours,

Mary Baldwin
Administrative Assistant

MICROFILMED

MAR 29 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 9, 2001

RECEIVED

JAN 12 2001

Department of Water Resources
Southern Region

Richard A. Carlson
P.O. Box 21
Filer, ID 83328

RE: WATER TRANSFER PROTESTS FILED BY LEE HALPER

Dear Mr. Carlson:

I have reviewed your letter dated January 4, 2000 to Allen Merritt in which you ask that correspondence in connection with protests filed in the past by Lee Halper on behalf of the Idaho Rural Council be sent to you. I will try to comply with your request as the protested matters develop, however, unless you file a notice of appearance in each individual matter, I can not assure that you will receive correspondence in all pending matters. You may need to rely on Mr. Halper to forward correspondence to you, if it is sent to him as the party of record rather than to you.

If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, P.E.
Chief, Water Allocation Bureau

c: ✓ Allen Merritt
Lee Halper

MICROFILMED

MAR 29 2001

RECEIVED

JAN 05 2001

Department of Water Resources
Southern Region

RICHARD A. CARLSON

Attorney at Law
ISB#5971 OSB # 79-180

P.O.Box 21
Filer, ID 83328

Telephone and fax: (208) 326-3686
E-mail: carlsonr@filertel.com

January 4, 2000

Allen D. Merritt, P.E.
IDWR
1341 Fillmore St. Suite 200
Twin Falls, ID 83301-3380

Re: Water Transfer Protests by Lee Halper

Dear Allen:

This letter is in response to an inquiry from IDWR about water transfer protests which may be pending, filed by Lee Halper on behalf of the Idaho Rural Council.

Mr. Halper is on the Board of Directors of the IRC and, in light of IDWR Rule of Procedure 202d, intended to represent the interests of the organization when filing transfer protests in the name of the organization. However, in any pending and future matters of this nature, the Board of IRC has decided that it will appear through legal counsel.

By copy of this letter to Mr. Saxton, I am requesting that he send correspondence concerning protests filed by Mr. Halper on IRC's behalf to me.

Very truly yours,



Richard A. Carlson

cc: Glen Saxton
Lee Halper (fax)
IRC (fax)

MICROFILMED
MAR 23 2001

STATE OF IDAHO
Department of Water Resources

Nº 27201

Boise, Idaho, April 13, 1983

RECEIVED FROM Deane Sawyer of Lila thirty & no/100 30.00 DOLLARS

FOR		
<u>Claim</u>	\$	<u>30.00</u>
	\$	
<u>1352</u>	\$	
<u>92.38</u>	\$	
TOTAL	\$	<u>30.00</u>

4/29

Mary A. Newby

STATE OF IDAHO
Department of Water Resources

Nº 27202

Boise, Idaho, April 13, 1983

RECEIVED FROM Anthony W. Smith of Lullawee thirty & no/100 30.00 DOLLARS

FOR		
<u>appt/perm</u>	\$	<u>30.00</u>
	\$	
<u>256</u>	\$	
<u>92.364</u>	\$	
TOTAL	\$	<u>30.00</u>

5/18
(Tony Smith)

Mary A. Newby

STATE OF IDAHO
Department of Water Resources

Nº 27203

Boise, Idaho, April 13, 1983

RECEIVED FROM Lorraine development of Twin Falls sixty five & no/100 65.00 DOLLARS

FOR		
<u>appt/perm</u>	\$	<u>65.00</u>
	\$	
<u>767</u>	\$	
<u>92.38</u>	\$	
TOTAL	\$	<u>65.00</u>

(m. m. malton) 4/29

Mary A. Newby

STATE OF IDAHO
Department of Water Resources

Nº 27204

Boise, Idaho, April 14, 1983

RECEIVED FROM William Abbott of Twin Falls thirty & no/100 30.00 DOLLARS

FOR		
<u>Claim</u>	\$	<u>30.00</u>
	\$	
<u>6212</u>	\$	
<u>92.38</u>	\$	
TOTAL	\$	<u>30.00</u>

MICROFILMED
4
MAR 23 2001

Mary A. Newby

STATE OF IDAHO
Department of Water Resources

No 27205

Boise, Idaho, April 14, 1983

RECEIVED FROM Dick Asaver of grading \$25.00
Twenty Five & 00/100 DOLLARS

FOR
deposited with 25.00
\$
322.0 \$
92.77 \$
TOTAL . . . \$ 25.00

4/29

Mary A Newby

STATE OF IDAHO
Department of Water Resources

No 27206

Boise, Idaho, April 14, 1983

RECEIVED FROM Charles Leeb of gravel \$150.00
one hundred fifty & 00/100 DOLLARS

FOR
3 transp \$150.00
\$
156 \$
92.332 \$
TOTAL . . . \$ 150.00

5/18

Mary A Newby

STATE OF IDAHO
Department of Water Resources

No 27207

Boise, Idaho, April 17, 1983

RECEIVED FROM Robert M. Stron of Hagerman \$30.00
thirty & 00/100 DOLLARS

FOR
transp \$30.00
\$
120 \$
92.179 \$
TOTAL . . . \$ 30.00

4/29

Mary A Newby

STATE OF IDAHO
Department of Water Resources

No 27208

Boise, Idaho, April 14, 1983

RECEIVED FROM Leslie S. Weyhle of Lewiston \$30.00
thirty & 00/100 DOLLARS

FOR
appl/perm \$30.00
\$
62.50 \$
19.2 \$
TOTAL . . . \$ 30.00

4/29

Mary A Newby

MICROFILMED
MAR 29 2001

STATE OF IDAHO
Department of Water Resources

Nº 27209

Boise, Idaho, April 14, 1983

RECEIVED FROM Wesley/Robert Morrison of Paul 65.00
sixty-five & no/100 DOLLARS

FOR
appl/perm \$ 65.00
570 \$
92.92 \$
TOTAL - - - \$ 65.00

4/29

Mary A. Mendenhall

STATE OF IDAHO
Department of Water Resources

Nº 27210

Boise, Idaho, April 14, 1983

RECEIVED FROM Bary Harma 30.00
thirty & zero of Ball, ID DOLLARS

FOR
claim \$ 30.00
92-250 \$
TOTAL - - - \$ 30.00

4/29

J.F. Stanton

STATE OF IDAHO
Department of Water Resources

Nº 27211

Boise, Idaho, April 14, 1983

RECEIVED FROM Shewmaker Bros. Inc. 45.00
forty-five & zero of Kimberly, ell DOLLARS

FOR
app/permit \$ 45.00
92-38 \$
TOTAL - - - \$ 45.00

4/29

J.F. Stanton

STATE OF IDAHO
Department of Water Resources

Nº 27212

Boise, Idaho, April 15, 1983

RECEIVED FROM Richard Liffan 45.00
forty-five & zero of Kimberly, ell DOLLARS

FOR
app/permit \$ 45.00
92-38 \$
TOTAL - - - \$ 45.00

4/29

J.F. Stanton

MICROFILMED
MAR 29 2001

STATE OF IDAHO
Department of Water Resources

No 27213

Boise, Idaho, April 15, 1983

RECEIVED FROM Makina J. Laughlin of Shoshone ID 134.00
Thirty & 29/100 DOLLARS

FOR

	\$	
	\$	
	\$	
	\$	
Claim	\$	30.00
TOTAL - - -	\$	30.00

4/29
Larry D. Halmer

STATE OF IDAHO
Department of Water Resources

No 27214

Boise, Idaho, April 15, 1983

RECEIVED FROM Oxbart Estate of Hazelton 60.00
Sixty & 00/100 DOLLARS

FOR

2 Claims @	\$	60.00
30.00 each	\$	
	\$	
Cash	\$	
TOTAL - - -	\$	60.00

4/29
Al D. Morris

STATE OF IDAHO
Department of Water Resources

No 27215

Boise, Idaho, April 15, 1983

RECEIVED FROM Marjorie M. Gault of 30.00
thirty & 00/100 DOLLARS

FOR

claim	\$	30.00
	\$	
545	\$	
72.264	\$	
TOTAL - - -	\$	30.00

4/29
Marjorie M. Gault

STATE OF IDAHO
Department of Water Resources

No 27216

Boise, Idaho, April 15, 1983

RECEIVED FROM Harold J. Tamm of Idaho 45.00
forty five & 00/100 DOLLARS

FOR

45.00	\$	45.00
	\$	
25.22	\$	
72.168	\$	
TOTAL - - -	\$	45.00

4/29
Harold J. Tamm

MICROFILMED
MAR 29 2001

Nº 27217

Boise, Idaho, April 1 - 1983

RECEIVED
FROM _____

of Twenty-five 25
DOLLARS

DOLLARS

FOR

12.22.00	5	00
1794		
82-39		
TOTAL - - -	5	20

115

~~св. а. м. м. м.~~

Nº 27218

Boise, Idaho, April 15, 1983

RECEIVED
FROM _____

RECEIVED FROM James J. Morrison of Bay County 30⁰⁰
White 40⁰⁰ DOLLARS

DOLLARS

FOR

FOR		
Apple/Green	30	00
71.5		
20.264		
TOTAL - - -	30	00

4/58

отражена только

Nº 27219

Boise, Idaho, April 15, 1942

RECEIVED
FROM

RECEIVED FROM Ind. Sylvia L. Lee of Shawnee \$ 30.00
4111 E. 1st St. DOLLARS

DOLLAR:

FOR

FOR		
	1000	30 00
	113	
	75-297	
TOTAL . . .		30 00

4/29

тоща и резултат

Nº 27220

Boise, Idaho, 7-15, 190

RECEIVED
FROM _____

Boise, Idaho, _____, 19__
 RECEIVED FROM Stickland of Gooding 30.00
Trusts and 100 DOLLAR

DOLLAR

FOR

FOR	Claim	30	00
	TOTAL	30	00

ck # 30910 FILMED

MAR 29 1960
4/29

H. Farley

Department of Water Resources No 27221

Boise, Idaho, 4/15, 1983

RECEIVED FROM ARDEN LAURITZEN of Gooding \$30.00
thirty and no/100 DOLLARS

FOR Application: 30 00 Cost
TOTAL - - - \$30 00 Long Jolly

STATE OF IDAHO
Department of Water Resources No 27222

Boise, Idaho, 4/15, 1983

RECEIVED FROM James P. - 540-1 of \$30.00
thirty and no/100 DOLLARS

FOR Appl permit: 30 00 ck # 413
TOTAL - - - \$30 00 J. Jolly

STATE OF IDAHO
Department of Water Resources No 27223

Boise, Idaho, 4/15, 1983

RECEIVED FROM Benben WARD of Elba \$30.00
thirty and no/100 DOLLARS

FOR clinic: 30 00 ck # 372
TOTAL - - - \$30 00 J. Jolly

STATE OF IDAHO
Department of Water Resources No 27224

Boise, Idaho, 4-15, 1983

RECEIVED FROM Shirley Nesbitt of Burley \$30.00
thirty and no/100 DOLLARS

FOR Application: 30 00 ck # 3488
TOTAL - - - \$30 00 J. Jolly
MICROFILMED

MAR 28 2006

STATE OF IDAHO

Department of Water Resources

No 27225

Boise, Idaho, 4/15, 1983

RECEIVED
FROMDonald Hardy of Bailey LA \$45.00
family fee and fee

DOLLARS

FOR

App permit	\$ 45	00
	\$	
	\$	
	\$	
TOTAL	\$ 45	00

ck # 3073

D. L. Hardy

STATE OF IDAHO

Department of Water Resources

No 27226

Boise, Idaho, 4/15, 1983

RECEIVED
FROMBurdell Curtis of Bailey \$115.00
one hundred and fifteen dollars

DOLLARS

FOR

claim	\$ 115	00
	\$	
	\$	
	\$	
TOTAL	\$ 115	00

ck # 1517

D. L. Hardy

STATE OF IDAHO

Department of Water Resources

No 27227

Boise, Idaho, 4/15, 1983

RECEIVED
FROMRupert-Paul IDAHO STATE WEL FARE \$200.00
two hundred and 00/100

DOLLARS

FOR

App	\$ 200	00
transferred	\$	
	\$	
	\$	
TOTAL	\$ 200	00

4889

D. L. Hardy

STATE OF IDAHO

Department of Water Resources

No 27228

Boise, Idaho, April 18, 1983

RECEIVED
FROMMargaret C. Williamson Challin \$80.00
eighty & 00/100

DOLLARS

FOR

trans	\$ 30	10
claim	\$ 30	00
	\$	
m/over	\$	
TOTAL	\$ 80	00

Notice
receipt # 26076
insufficient

MICROFILMED

MAR 29 1983

D. L. Hardy

STATE OF IDAHO
Department of Water Resources

No 27229

Boise, Idaho, April 18, 1983

RECEIVED FROM James J. Bennett of Challis \$ 30.00
Thirty \$100.00 DOLLARS

FOR		
<u>Plains</u>	\$	<u>30.00</u>
	\$	
<u>2449</u>	\$	
<u>12-297</u>	\$	
TOTAL - - -	\$	<u>30.00</u>

James L. Roiston
4.14
Mary A. Roiston

STATE OF IDAHO
Department of Water Resources

No 27230

Boise, Idaho, April 18, 1983

RECEIVED FROM Clayd Hammond of Challis \$ 30.00
Thirty \$100.00 DOLLARS

FOR		
<u>Plains</u>	\$	<u>30.00</u>
	\$	
<u>492</u>	\$	
<u>92-179</u>	\$	
TOTAL - - -	\$	<u>30.00</u>

Mary A. Roiston

STATE OF IDAHO
Department of Water Resources

No 27231

Boise, Idaho, April 18, 1983

RECEIVED FROM Bule Adams of Oakley \$ 30.00
Thirty \$100.00 DOLLARS

FOR		
<u>Plains</u>	\$	<u>30.00</u>
	\$	
<u>1022</u>	\$	
<u>72-160</u>	\$	
TOTAL - - -	\$	<u>30.00</u>

Mary A. Roiston

STATE OF IDAHO
Department of Water Resources

No 27232

Boise, Idaho, April 18, 1983

RECEIVED FROM George / Patricia Hackley of Oakley \$ 50.00
Fifty \$100.00 DOLLARS

FOR		
<u>Travel</u>	\$	<u>30.00</u>
	\$	
<u>unrecorded Bond 200</u>	\$	<u>20.00</u>
<u>3112 192-358</u>	\$	
TOTAL - - -	\$	<u>50.00</u>

MICROFILMED
Mary A. Roiston

MAR 29 2001

MEMO

FROM: Allen Merritt

DATE: December 6, 2000

TO: Glen Saxton
Mary Baldwin
Debbie Allen

SUBJECT: Protested Application for permit 36-08803 in the Name of Pete Veenstra

On this day I conducted a pre-hearing conference. The applicant was represented by, attorney, Craig Hobdey. The protestant, Idaho Rural Council, was represented by, attorney, Rich Carlson. Also at the conference were Cheryl and Pete Veenstra, Colin Maxey, Don Cogger and Lee Halper.

The application for permit attempts to record a pre- 1987 expansion of use at a dairy licensed under 36-07736 for 200 cows. The application is for another 411 cows for a total of 611 milking cows.

During the conference the applicant alleged that they filed something with IDWR on the same day that the Twamley application 36-08171 was filed back on 4/15/1983. Our record search at the region thus far finds no filing of any sort. It was agreed that a review of receipts during that period would be made to see if moneys were receipted in the name of "Veenstra" or "Hillview Dairy". The receipt number for Twamley was #27216 which was probably a paper receipt. Someone in the state office needs to check to see if anything can be found during that period and reported back to me so that I may inform the parties by December 16th. If I could be provided a list of receipts from the region between 4/14/1983 and 4/17/1983 I would appreciate it.

The parties agreed to share additional documents establishing pre-1987 water use beyond the bank statement in the application file on or before December 16th. It may be possible that the protest may be resolved.

We went ahead and agreed on scheduling a hearing for February 27th with exchange of exhibits and witness lists on or before February 13th.

MICROFILMED

MAR 29 2001

MAR 29 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 8, 2000

Craig Hobdey
Hobdey & Hobdey
PO Box 175
Gooding, ID 83330

Rich Carlson
PO Box 21
Filer, ID 83328

RE: Veenstra application 36-08803

Gentlemen:

Pursuant to our discussions on December 6th at the pre-hearing conference, I initiated a search of the receipt records of our office between the time period of 4/13 and 4/18 of year 1983. These records currently only exist on microfilm in our state office. Please find attached copies from the microfilm for the subject time period.

Review of the records finds that Harold Twamley paid \$45.00 on 4/15/1983 for an application for permit as noted under receipt number 27216. This agrees with the water right record for lapsed permit 36-08174 in the name of Twamley.

Review of the receipts and water right records finds no money receipted or water right permit filed in the name of Veenstra or Hillview Dairy during this time period. I do not know of other records the department may have to confirm the account of filing or attempting to file a water permit by Veenstras during this time period.

If you have questions, please feel free to contact me at this office.

Sincerely

Allen Merritt, PE
Southern Region Manager

MICROFILMED

MAY 29 2001

Craig D. Hobdey
Attorney at Law
125 Fifth avenue West
Gooding, Idaho 83330
Phone (208) 934-4429
I.S.B. #3199

RECEIVED
NOV 28 2000
Department of Water Resources
Southern Region

Attorney for Applicants

IDAHO DEPARTMENT OF WATER RESOURCES

IN THE MATTER OF APPLICATION)
FOR PERMIT NO. 36-08803)

Pete and/or Cheryl Veenstra,)

Applicants,)

Idaho Rural Council,)

Protestant)
_____)

NOTICE OF APPEARANCE

SOURCE: Ground Water

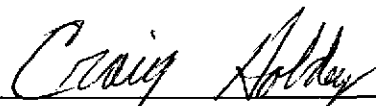
COUNTY: Gooding

TO THE DEPARTMENT OF WATER RESOURCES AND ALL PARTIES:

Please take notice that Craig D. Hobdey, will appear on behalf of the Applicants, Pete and/or Cheryl Veenstra, in all further proceedings in this matter.

Any notice shall be sent to Craig D. Hobdey, P.O. Box 175, Gooding, Idaho 83330.

DATED THIS 27 day of November, 2000.



Craig D. Hobdey
Attorney for Applicant

MICROFILMED

MAR 29 2001

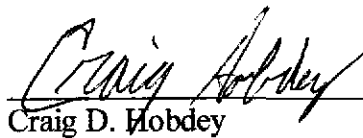
RECEIVED
NOV 28 2000
Department of Water Resources
Southern Region

CERTIFICATE OF SERVICE

THE UNDERSIGNED hereby states that on November 27, 2000, he caused the foregoing document to be served on the following individuals by First Class U.S. Mail:

Idaho Rural Council
Lee Halper
331 S 230 W
Jerome ID 83338

Richard A. Carlson
Attorney at Law
PO Box 21
Filer ID 83328


Craig D. Hobdey

MICROFILMED

MAR 29 2001

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to: *AM/36-08803*

RICHARD A CARLSON
ATTORNEY AT LAW
PO BOX 21
FILER ID 83328

MICROFILMED
MAR 29 2001

4a. Article Number

5802

4b. Service Type

- | | |
|---|---|
| ☐ Registered | ☐ Insured |
| ☒ Certified | ☐ COD |
| ☐ Express Mail | ☐ Return Receipt for Merchandise |

7. Date of Delivery

12-2-00

5. Signature (Addressee)

R Carlson

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

UNITED STATES POSTAL SERVICE



Official Business

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300

RECEIVED
NOV - 3 2000
Department of Water Resources
Southern Region

MICROFILMED

MAR 29 2001

Print your name, address and ZIP Code here

IDAHO DEPARTMENT OF WATER RESOURCES
1341 Fillmore STREET, SUITE 200
TWIN FALLS, ID 83301-9380

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3; 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to: *Am/36-08803*

4a. Article Number

5819

LEE HALPER
331 S 230 W
JEROME ID 83338

MICROFILMED

MAR 28 2000

JEROME, ID 83338

NOV 9 2000

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD
Date of Delivery

5. Received By: (Print Name)

LEE HALPER

6. Signature: (Addressee or Agent)

X

[Signature]

8. Addressee's Address (Only if requested and fee is paid)

331 S 230 W

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Print your name, address, and phone number in this box •

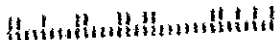
MAR 29 2001

IDAHO DEPARTMENT OF WATER RESOURCES
1844 *Fillmore* STREET, SUITE 200
TWIN FALLS, ID 83301-9380

Department of Water Resources
Bureau of Reclamation

NOV 13 2000

RECEIVED



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *AM/36-08803*

PETE VEENSTRA &/OR
CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

MICROFILMED

MAR 29 2001

2. Article Number (Copy from service label)

5826

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

PETE VEENSTRA *11-2-00*

C. Signature

X

Pete Veenstra

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If Yes, enter delivery address below:

☐ No

RECEIVED

NOV - 3 2000

Department of Water Resources
Southern Region

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

IDAHO DEPARTMENT OF WATER RESOURCES
1841 FILLMORE STREET, SUITE 200
TWIN FALLS, ID 83801-3360

MICROFILMED

MAR 29 2001



Merritt, Allen

From: Merritt, Allen
Sent: Tuesday, October 31, 2000 9:53 AM
To: Lee Halper (E-mail)
Subject: Answer to question Schedule?

Lee:

I've again asked the question regarding your representation for IRC. Saxton's response follows:

I discussed the matter of lay representation again today with Phil Rassier. Phil's position is that the department will rely on the provisions of Rule of Procedure 202, rather than on the position described in a December 30, 1999 letter from Darrell G. Early, Deputy Attorney General to Jean Uranga, Hearing Officer. This is not to say that the position described in the Darrell G. Early letter is not correct, but the interpretation and applicability of the letter will have to be done by someone other than IDWR's attorney. If Halper wants to pursue its applicability, he can seek interpretation through his own attorney.

Rule of Procedure 202,d. provides for the representation of a non-profit organization by an officer or duly authorized employee. If Halper can make that showing, IDWR will allow him to represent the Idaho Rural Council ("Council") in IDWR hearings. Allowing representation in compliance with our rule, however, does not prevent challenges of Halper's authority by other parties in a court review of a proceeding in which he has represented the Council. I think we should insist on evidence to show that Halper complies with Rule 202,d, before we conduct a conference. If he can't make the showing I think we should entertain the idea of rejecting any protest he files on behalf of the Council.

lgs

I believe Saxton's response answers your question fully. I will procede on the basis outlined in Saxton's response. Please provide evidence that shows you comply with Rule 202.01.d of the Rules of Procedure for those protests that you have filed in the name of IRC. (Evidence you are an officer of IRC or duly authorized employee of IRC) I believe the department requested this information before but has never received a response. Please provide this information within 10 days.

I will place a copy of this message in all files related to IRC. If you don't respond then I will probably need to send out a formal order requesting the information.

As for the other matter.....Please provide a list of dates you may be available for a pre-hearing conference for Aardema in November and early December.

Thanks.

MICROFILMED

MAR 29 2001

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES

IN THE MATTER OF APPLICATION
FOR PERMIT NO. 36-08803

Pete &/or Cheryl Veenstra,

Applicants

Idaho Rural Council,

Protestant

NOTICE
PRE-HEARING CONFERENCE

SOURCE: ground water

COUNTY: Gooding

On July 13, 2000 Pete &/or Cheryl Veenstra (applicants), filed with the Department of Water Resources an application to appropriate the public waters of the State of Idaho. The Department has received a protest against the approval of said application from the above captioned protestant.

The Department has set the matter of protest for conference on **Wednesday-December 6, 2000 at 10:00 a.m.** in the Conference Room, Idaho Department of Water Resources, Southern Region, 1341 Fillmore Street, Suite # 200, TWIN FALLS ID 83301.

The purpose of the conference is to formulate and simplify the issues, obtain admissions of fact and of documents which will avoid unnecessary proof, arrange for the exchange of proposed exhibits or prepared expert testimony prior to the hearing, limit the number of witnesses, consolidate the examination of witnesses, and advise the parties of the procedure which will be followed at any subsequent hearing.

The conference will be held in accordance with Chapter 2, Title 42, of the Idaho Code and the adopted Rules of Practice and Procedure of the Department of Water Resources.

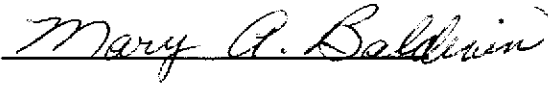
The conference will be conducted in a facility which meets the accessibility requirements of the Americans with Disabilities Act. If you require special accommodations in order to attend, participate in or understand the conference, please advise the department within (10) days prior to the conference.

Dated this 30th day of October, 2000.


Allen D. Merritt, P.E.
Regional Manager

CERTIFICATE OF MAILING

I hereby certify that on the 30th day of October, 2000 a true and correct copy of the above and foregoing document was forwarded with all required charges prepared, by Certified U.S. Mail, to the parties listed:


Secretary

PETE VEENSTRA &/OR
CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

IDAHO RURAL COUNCIL
LEE HALPER
331 S 230 W
JEROME ID 83338

RICHARD A CARLSON
ATTORNEY AT LAW
PO BOX 21
FILER ID 83328

NOT RECORDED
MAR 29 2001

TO: Department of Water Resources
1341 Fillmore Street
STE 200
Twin Falls, Idaho 83301-3380

RECEIVED
OCT - 3 2000
Department of Water Resources
Southern Region

October 1, 2000

Dear Mr. Merritt,

After several attempts to resolve the matter of our water right application with Mr. Lee Halper, of Jerome, we have come to the conclusion that the only way to resolve the matter is to have a pre hearing conference so that Mr. Halper will be able to understand that we are not transferring water, that we are only protecting our grandfather usage rights.

Please notify me of the date and of anything I should bring to this pre-hearing conference.

Application for permit: 36-08803.

Thank you.



Pete Veensta

cc: file

MICROFILMED

MAR 29 2001



State of Idaho
DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 22, 2000

PETE VEENSTRA &/OR
CHERYL VEENSTRA
1700-A EAST 3400 S
WENDELL ID 83355

RE: APPLICATION FOR PERMIT NO. 36-08803

Dear Applicants:

Enclosed is a copy of a protest filed against the above referenced application. The Department suggests you contact the protestant(s) directly to determine the exact nature of the protest(s) and, if possible, to resolve the matter without action by the Department.

Please note that your application is considered a contested case and subject to the Rules of Procedure adopted by the Department.

If you need a copy of these rules, please contact this office. The Rules of Procedure are also available on the Internet by using the IDWR Homepage at the following electronic address:

<http://www.idwr.state.id.us/apa/idapa37/0101.htm>

The attachment to this letter describes the issues which the Department must consider in taking action on an application. It also gives a brief description of the conference and hearing procedure followed by the Department in resolving protested applications.

If you wish to proceed with a Pre-hearing Conference &/or formal Hearing, please notify this office or if you have any questions please feel free to contact us.

Very truly yours,

Allen D. Merritt, P.E.
Southern Region Manager

AM:MB

Enclosure(s)

MICROFILMED

MAR 29 2001



State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 22, 2000

IDAHO RURAL COUNCIL
LEE HALPER
331 S 230 W
JEROME ID 83338

RE: APPLICATION FOR PERMIT NO. 36-08803 (Pete &/or Cheryl Veenstra)

Dear Protestant(s):

Your protest against the approval of the above referenced application has been received and a copy has been sent to the applicant with the suggestion that he contact you directly to determine the exact nature of the protest and, if possible, to resolve the matter without action by the Department.

Please note that the application is considered a contested case and subject to the Rules of Procedure adopted by the Department.

If you need a copy of these rules, please contact this office. The Rules of Procedure are also available on the Internet by using the IDWR Homepage at the following electronic address:

<http://www.idwr.state.id.us/apa/idapa37/0101.htm>

The attachment to this letter describes the issues which the Department must consider in taking action on an application. It also gives a brief description of the conference and hearing procedure followed by the Department in resolving protested applications.

If you have any questions or if this office can be of further assistance, please feel free to contact us.

Very truly yours,

Allen D. Merritt, P.E.
Southern Region Manager

AM:MB
Enclosure(s)

MICROFILMED

MAR 29 2001

RECEIVED
AUG 21 2000
Department of Water Resources
Southern Region

**IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF PROTEST**

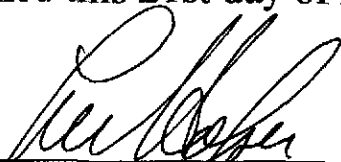
Matter being protested: New Water Right Application by Pete and/or Cheryl Veenstra.

2. Protestant//Representative: Idaho Rural Council//Lee Halper
331 S 230 W Jerome, ID. 83338 208-324-2240

3. Basis of protest: Protestant requires proof of IC 42-222 issues and applicant's claims and that this water does, in fact, exist. Additionally, there are questions as to the legality of the beneficial use as well as issues of 42-203A.

4. A withdrawal of this application. I hereby acknowledge that if I or my designated representative fails to appear at any regularly scheduled conference or hearing in the matter of which I have been notified at the address above, the Department may issue a notice of proposed default against me in this matter for failure to appear. I also verify that I have served a copy of this protest upon the applicant.

Signed this 21st day of August, 2000.



Protestant/Representative

FOR DEPARTMENT USE ONLY

Received by He Date Aug 21, 00 Time 9:55AM

\$25.00 fee Receipted by CH # 5023324 Date Aug 21, 000

MICROFILMED

MAR 23 2001

AFFIDAVIT of PUBLICATION

State of Idaho }
County of Gooding } ss.

RECEIVED

AUG 14 2000

Department of Water Resources
Southern Region

RECEIVED

AUG 22 2000

Department of Water Resources
Southern Region

PLAINTIFF ATTORNEY

DEFENDANT

Norma DeVoe, being first duly sworn, deposes and says that she is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for

2 consecutive issues in said newspaper proper and not in supplement; that the date of the first publication of said advertisement was on the 3rd day of August, 192000 and that date of the last publication was on the 10th day of August, 192000

On this 10th day of August in the year of 2000, before me, a Notary Public, personally appeared Norma DeVoe, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that she executed the same.

Shelley Sturgeon
Notary Public for Idaho
Residing at Jerome

SHELLEY STURGEON My commission expires: 12/3/05
Notary Public
State of Idaho
7509/31836
GOODING COUNTY LEADER
Gooding, Idaho

COST OF PUBLICATION

Number of Picas per Line _____
Number of Lines in Notice _____
Number of Insertions 2x

Lines tabular at _____ 7.5¢/Pica
507.38 Lines straight at 32.98 6.5¢/Pica
507.38 Subsequent lines at 27.91 5.5¢/Pica

Affidavit Fee: 2.25

TOTAL COST 63.14

App for Water Rights - Veestra
TITLE OF NOTICE

PLAINTIFF

IDWR

BILL TO

COPY OF NOTICE

NOTICE OF APPLICATION FOR WATER RIGHT

The Following application(s) have been filed to appropriate the public waters of the State of Idaho:

36-08803

VEENSTRA, PETE

VEENSTRA, CHERYL

1700-A EAST 3400 S

WENDELL, IDAHO 83355

Source: GROUND WATER

Diversion Pt: LOT 4 (SWSW) Sec 19

T 08S R 15E in GOODING County.

Use: STOCKWATER (0.130 CFS)

COMMERCIAL (0.130 CFS)

Total Diversion: (0.130 CFS)

Date Filed: 7/13/2000

In: GOODING County

T08S R15E S19 SWSW

The application proposes to divert groundwater from the "Eastern Snake River Plain Aquifer" presently under a moratorium order dated April 30th, 1993. The order allows the Director to consider on a case-by-case basis applications; if it can be shown the development will have no effect on prior surface and groundwater rights because of its location, insignificant consumption, or mitigation by the applicant to offset injury to other rights. The applicant has submitted material as evidence of pre-1987 development as part of the application. Any protest against the proposed application must be filed with the Department of Water Resources, Southern Region, 1241 Fillmore St., Suite 200, Boise, ID 83725 on or before August 21, 2000 to be considered by the Department in its decision to grant or deny any part of the proposed application. The protestant must also send a copy of the protest to the applicant.

/s/ Karl J. Deuser, Director
No. 7509

(PUB: 8/21/00)

31836
MICROFILMED

MAR 29 2001

IDAHO DEPARTMENT OF WATER RESOURCES
1541 FILLMORE STREET, SUITE 200
TWIN FALLS, ID 83301-3380

JULY 24, 2000

Legal Notices Department
GOODING COUNTY LEADER
200 N MAIN
GOODING, ID 83330

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before AUGUST 21, 2000.

Yours truly,

Mary Baldwin
Administrative Assistant

Enclosure

MICROFILMED

MAR 29 2001

NOTICE OF APPLICATION FOR WATER RIGHT

The Following application(s) have been filed to appropriate the public waters of the State of Idaho:

36-08803

VEENSTRA, PETE
VEENSTRA, CHERYL
1700-A EAST 3400 S
WENDELL, ID 83355

Source: GROUND WATER

Diversion Pt: LOT 4 (SWSW) Sec 19 T 08S R 15E in GOODING County.

Use: STOCKWATER	(	0.130 CFS)
COMMERCIAL	(	0.130 CFS)
Total Diversion:	(	0.130 CFS)

Date Filed: 7/13/2000

In: GOODING County
T08S R15E S19 SWSW

The application proposes to divert groundwater from the "Eastern Snake River Plain Aquifer" presently under a moratorium order dated April 30th, 1993. The order allows the Director to consider on a case-by-case basis applications; if it can be shown the development will have no effect on prior surface and groundwater rights because of its location, insignificant consumption, or mitigation by the applicant to offset injury to other rights. The applicant has submitted material as evidence of pre-1987 development as part of the application. Any protest against the proposed application must be filed with the Department of Water Resources, Southern Region, 1341 Fillmore St., Suite 200; Twin Falls, ID 83301 together with a protest fee of \$25.00 on or before August 21, 2000 to be considered by the Department in its decision to grant or deny any part of the proposed application. The protestant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director

Published in the Gooding County Leader on 08/03 & 08/10/00.

MICROFILMED

MAR 29 2001

TO THE FARMERS NATIONAL BANK OF BUHL OR THE FARMERS SECURITIES COMPANY

PERSONAL DATA:

Social Security or IRS Identification Number 561-60-6382

FINANCIAL STATEMENT

1.4
D/W

LIABILITY AS ENDORSER OR GUARANTOR FOR OTHERS \$ See on Court loan FNB AS BONDSMAN \$ No
EXPLANATION: _____
JUDGMENTS OUTSTANDING OR SUITS OR LITIGATION PENDING EITHER FOR OR AGAINST APPLICANT: no
INSURANCE: LIFE \$ 200M HEALTH \$ Yes BX FIRE \$ Yes Peterson AUTO LIAB. \$ Peterson EMPLOYERS LIAB. \$ Yes
HAVE YOU EVER TAKEN BANKRUPTCY? _____ EXPLAIN _____
HAVE REQUIRED INCOME TAX RETURNS BEEN FILED? Yes ARE ANY RETURNS UNDER DISPUTE? no ARE THERE ANY UNPAID DEFICIENCIES? no
THE UNDERSIGNED CERTIFIES THAT ALL OF THE FOREGOING REPRESENTATIONS, STATEMENTS, AND FINANCIAL STATEMENT, INCLUDING THOSE UPON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE SUBMITTED FOR THE PURPOSE OF OBTAINING CREDIT FROM TIME TO TIME, ARE TRUE AND CORRECT
(Type name and capacity such as applicant, co-maker, guarantor, partner or stockholder) MAR 29 2001 [Signature] 6-17-81
Cheryl C. [Signature] 6-17-81
[Signature] 36-088030