

RECEIVED

JUN 15 2026

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

WATER SUPPLY BANK RENTAL AGREEMENT No. 971

RECEIVED

JUN 15 2026

Department of Water Resources

This is to certify that:

DARTON, BRANDON, STRR LLC
PO BOX G
ASPEN, CO 81612

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

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
22-13828	2/25/1975	GROUND WATER	0.34	124.9	49.7	0.007	2.51
Combined Rental Totals			0.34	124.9	49.7	0.007	2.51

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2026. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2026, whichever occurs last.

Annual Rental Fee:

2026: \$4,121.70

The full fee for the rental of the above-described right(s) is \$4,121.70 for 2026. The rental fee includes an administrative fee of \$412.17 for 2026.

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

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
DIVERSION TO STORAGE	0.34	N/A
RECREATION STORAGE	N/A	100.0
Combined Limit Total	0.34	100.0

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

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 971

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


Signature of Renter

2/14/26
Date

Brandon Darnton
Printed Name

member / manager
Title

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

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

By 
BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Date 6/16/26

Rental approved by IDWR 

Date 6/16/26

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 971

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	NWNE	Sec. 2, Twp 05N, Rge 44E,	TETON County
GROUND WATER	SESW	Sec. 2, Twp 05N, Rge 44E,	TETON County

BENEFICIAL USE

DIVERSION TO STORAGE
RECREATION STORAGE

DIVERSION RATE

0.34 CFS

VOLUME

100.00 AF

SEASON OF USE

DIVERSION TO STORAGE	4/15	10/31
RECREATION STORAGE	01/01	12/31

RENTERS PLACE OF USE: DIVERSION TO STORAGE AND RECREATION STORAGE

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	44E	2		X L2	X														X

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. The pond established by the storage of water under this rental shall not exceed a total capacity of 100.0 acre-feet or a total surface area of 10.0 acres.
10. This rental of water right 22-13828 authorizes the diversion of an annual total of 100.0 acre-feet to be used for the initial filling of the pond. Diversion for the replacement of losses caused by seepage and evaporation from the ponds is not authorized by this rental agreement.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 971

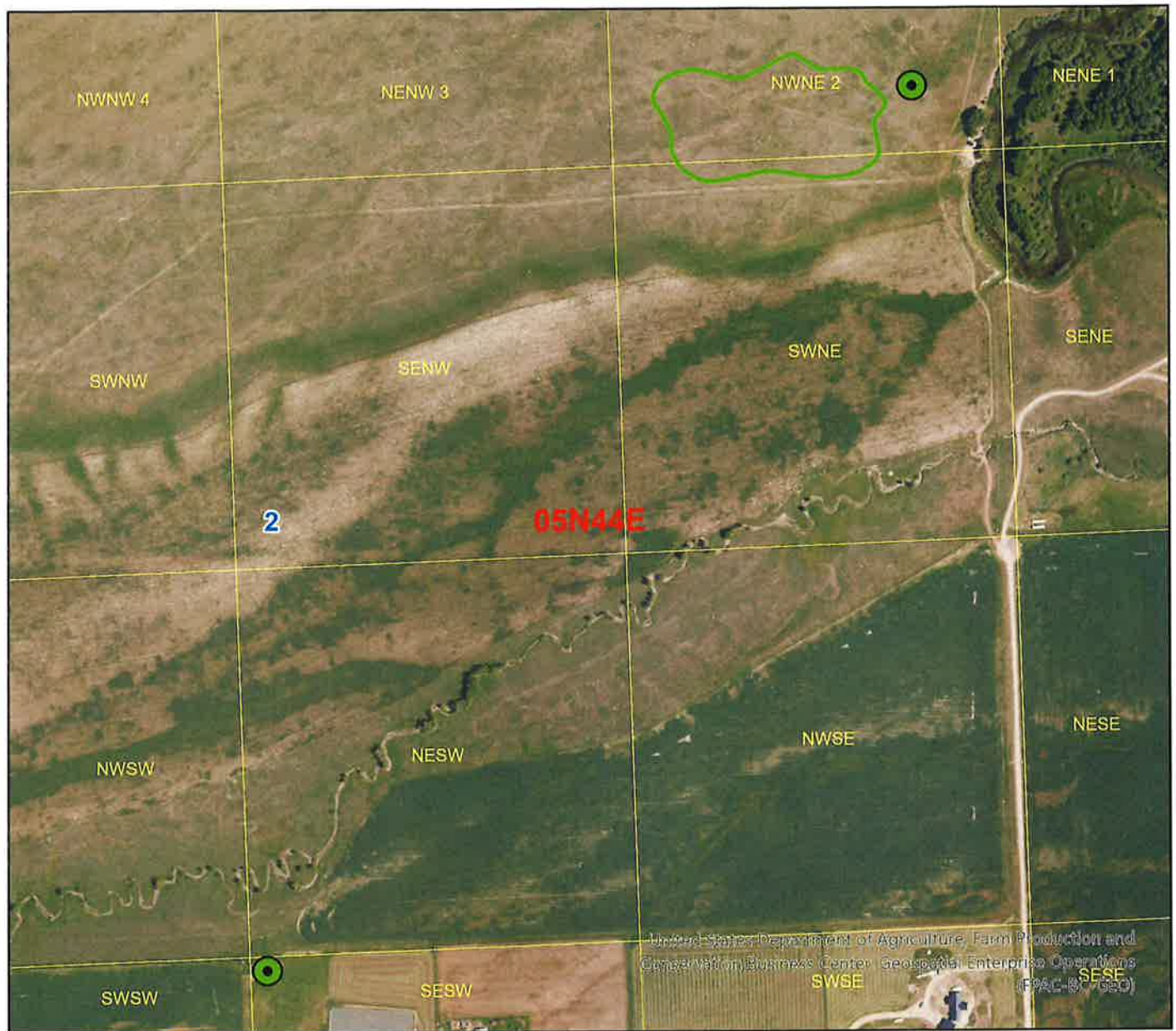
11. The right holder shall install and maintain an impermeable liner in the pond to eliminate seepage losses.
12. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
13. This rental agreement does not authorize the construction of a well.

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 971

Effective until December 31, 2026

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



Legend

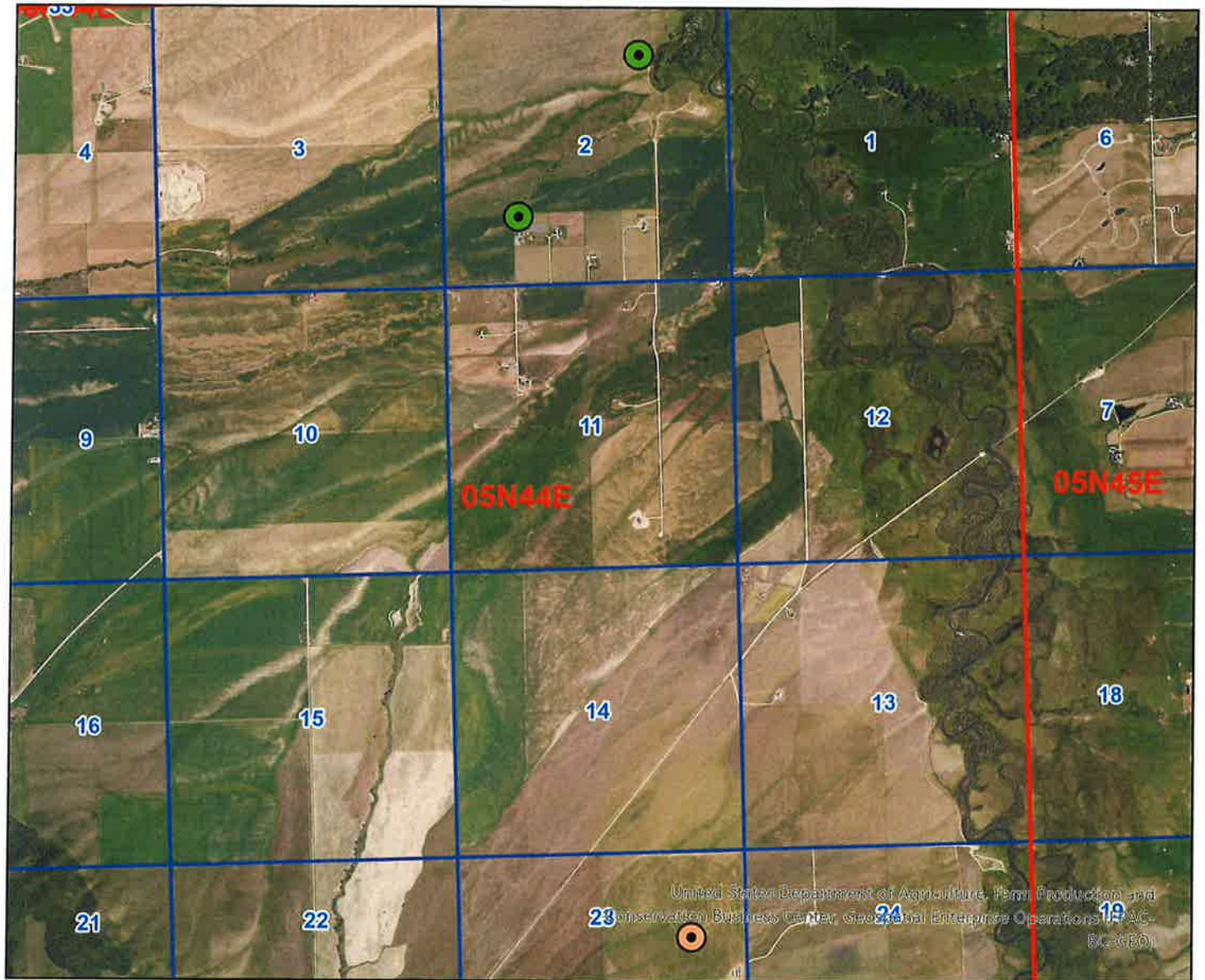
-  Water Supply Bank Rental Point of Diversion
-  Water Supply Bank Rental Place of Use
-  Township/Range
-  Sections
-  QQ

Idaho Water Resource Board

WSB Move Map

22-13828

2026



Legend

-  Water Supply Bank Rental Point of Diversion
-  Water Supply Bank Lease Point of Diversion
-  Township/Range
-  Sections

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

**APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK**

APR 21 2025

DEPT. OF WATER RESOURCES

Applicant Name: STRR LLC

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

Yes ☐ No ☒

If yes, specify companion water rights in Section 4

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

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

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

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

MINIMUM REQUIREMENT CHECKLIST

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

Yes

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

- | | | |
|----|-------------------------------------|--|
| 2 | ☒ | A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request |
| 3A | ☒ | ☐ Detailed information on a proposed use of rental water |
| 3F | ☒ | ☐ Authorization from the owner/operator of the rental point(s) of diversion |
| 3H | ☒ | ☐ Water modeling to account for the impacts of the rental request |
| 3J | ☒ | ☐ Documents justifying a rate of flow greater than 0.02 cfs/acre |
| 3K | ☒ | ☐ Authorization from the owner/operator of the property at the proposed rental place(s) of use |
| 4B | ☒ | ☐ Explanation of how the rental water will sufficiently accomplish your rental purposes |
| 4C | ☐ | ☒ Explanation of consumptive use amounts for water rights experiencing a change in nature of use |

Department Use Only – Proposed Water Right(s)

22-13828

3219

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant STRR LLC

Mailing Address _____
Street City State Zip Code
Email Address bdarton@gmail.com Phone Number (231) 330-8738

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐
If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative Thane Kindred Professional Title Staff Geologist
Organization Rocky Mountain Environmental Relationship to Applicant Consultant
Mailing Address 482 Constitution Way Suite 303 Idaho Falls, ID 83402
Email Address thane.rmea@gmail.com Phone Number (208) 524-2353

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

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

Applicant intends to construct a pond on their property in the fall of 2025. The rented water will be used for initial fill of the pond beginning in the spring of 2026, after which the pond will be maintained by water provided by
Transfer Number 89160.

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

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
0.34 CFS	100 AF	0.34 CFS	100 AF	AC

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

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

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
01/01/2026	03/01/2026	☒ 1	☐ 2	☐ 3	☐ 4	☐ 5	☒ Process application as soon as possible	☐ Return application to applicant

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

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

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

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

Applicant owns two wells that will be used to fill the pond (one existing and one new). These wells will also be used to maintain the pond in compliance with Transfer 89160 and will thus have a measuring devise installed.

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

POD Description	Water Source	Other Water Rights Diverted from this POD
Well and Pump (New)	Groundwater	22-7279A
T05N R44E Sec 2	NWNE Lot 2	
Well and Pump (Existing)	Groundwater	22-7279 A
T05N R44E Sec 2	SESW	

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

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

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

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

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

- ☐ Irrigation _____ (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
- ☒ Other: Diversion to Storage / Recreation Storage from: 01/01 (mm/dd) to: 12/31 (mm/dd)

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

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

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

Water Right 22-7279A in compliance with Transfer 89160

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☒ No ☐

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

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

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

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
22-13828	Irrigation	0.81	294	117		0.34	122.2	48.6
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL	0.34	122.2	48.6
						CFS	AF	AC

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

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

NA

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

Yes ☒ No ☐

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

See Attached

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

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

NA

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

This application is for a one-time-fill of the pond. Once filled the pond will be maintained by water provided by
Transfer Number 89160.

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

- D. Additional Information

NA

DECLARATION

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



Signature of Applicant

Brandon Darnton

Printed Name of Applicant

Feb 19 2025

Date

Signature of Representative

Printed Name of Representative

Date

Mail to:

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

LIMITED LIABILITY COMPANY AGREEMENT

OF

STRR, LLC

Dated as of April 24, 2023

THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE DELAWARE SECURITIES ACT, OR OTHER SIMILAR FEDERAL OR STATE STATUTES OR AGENCIES IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION AS PROVIDED IN THOSE STATUTES. THE SALE, ASSIGNMENT, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHER DISPOSITION OF ANY LIMITED LIABILITY COMPANY INTEREST IS RESTRICTED IN ACCORDANCE WITH THE PROVISIONS OF THIS LIMITED LIABILITY COMPANY AGREEMENT, AND THE EFFECTIVENESS OF ANY SUCH SALE OR OTHER DISPOSITION MAY BE CONDITIONED UPON, AMONG OTHER THINGS, RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT AND OTHER APPLICABLE FEDERAL OR STATE STATUTES. BY ACQUIRING THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS LIMITED LIABILITY COMPANY INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID STATUTES AND RULES AND REGULATIONS THEREUNDER AND THE TERMS AND PROVISIONS OF THIS LIMITED LIABILITY COMPANY AGREEMENT.

TABLE OF CONTENTS

<u>Article</u>	<u>PAGE</u>
ARTICLE I DEFINED TERMS	1
1.01 Defined Terms	1
1.02 Other Defined Terms	8
ARTICLE II ORGANIZATION	8
2.01 Formation	8
2.02 Name and Principal Place of Business	8
2.03 Term	8
2.04 Registered Agent and Registered Office	8
2.05 Purpose	8
ARTICLE III MEMBERS	9
3.01 Members	9
3.02 Limitation on Liability	9
ARTICLE IV CAPITAL	9
4.01 Initial Capital Contributions	9
4.02 Additional Capital Contributions	9
4.03 Capital Accounts	12
4.04 No Further Capital Contributions	13
ARTICLE V INTERESTS IN THE COMPANY	13
5.01 Percentage Interest	13
5.02 Return of Capital	13
5.03 Ownership	13
5.04 Waiver of Partition; Nature of Interests in the Company	13
ARTICLE VI ALLOCATIONS AND DISTRIBUTIONS	14
6.01 Allocations	14
6.02 Allocations and Compliance with Section 704(b)	14
6.03 Distributions and Payments	15
6.04 [Intentionally Omitted]	16
6.05 Distributions in Liquidation	16
6.06 Tax Matters	16
6.07 Tax Matters Partner	16
6.08 Allocations for Income Tax Purposes	16
6.09 Withholding	17
ARTICLE VII MANAGEMENT	17
7.01 Management	17
7.02 Services and Fees	20
7.03 Duties and Conflicts	20
7.04 Company Expenses	20

TABLE OF CONTENTS

(continued)

<u>Article</u>	<u>PAGE</u>
ARTICLE VIII BOOKS AND RECORDS	21
8.01 Books and Records	21
8.02 Accounting and Fiscal Year.....	21
8.03 Reports	21
8.04 The Company Accountant	21
8.05 Reserves	21
8.06 Accounts	21
ARTICLE IX TRANSFER OF INTERESTS	22
9.01 No Transfer	22
9.02 Permitted Transfers.....	22
9.03 Transferees.....	22
9.04 Section 754 Election	23
ARTICLE X EXCULPATION AND INDEMNIFICATION	23
ARTICLE XI DISSOLUTION AND TERMINATION.....	25
11.01 Dissolution	25
11.02 Termination.....	25
11.03 Liquidating Manager.....	26
11.04 Claims of the Members	26
ARTICLE XII DEFAULT BY MEMBER	27
12.01 Events of Default	27
12.02 Effect of Event of Default.....	27
ARTICLE XIII MISCELLANEOUS	27
13.01 Representations and Warranties of the Members.....	27
13.02 Further Assurances.....	30
13.03 Notices	30
13.04 Governing Law	30
13.05 Attorney Fees	30
13.06 Captions	31
13.07 Pronouns	31
13.08 Successors and Assigns.....	31
13.09 Extension Not a Waiver	31
13.10 Creditors Not Benefited	31
13.11 Recalculation of Interest	31
13.12 Severability	31
13.13 Entire Agreement.....	32
13.14 Publicity	32
13.15 Counterparts.....	32
13.16 Venue	32
13.17 Waiver of Jury Trial.....	32

TABLE OF CONTENTS
(continued)

<u>Article</u>	<u>PAGE</u>
13.18 Limitation of Liability.....	32
13.19 Attorney Representation	32

EXHIBITS AND SCHEDULES

Exhibit A	Example of Operation of Calculation Set Forth in Section 4.02(c)
Schedule 1	Names, Initial Capital Contributions and initial Percentage Interest of the Class A Members

**LIMITED LIABILITY COMPANY AGREEMENT
OF
STRR, LLC**

Pages 1-32 redacted

CLASS A MEMBER SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY
AGREEMENT OF STRR, LLC, A DELAWARE LIABILITY COMPANY

IN WITNESS WHEREOF, this instrument has been executed by the undersigned Member to be effective as of the day, month and year above first written.

MEMBER:

Randall Gillum Bone GBG Trust

By: Cambridge Nevada Corporation, Its Trustee

_____

Dirk Gosda, Director

Address for Mailing Purposes:

4785 Caughlin Parkway
Reno, NV 89519

Email Address: connect@cambridgenevada.com

Social Security Number/Taxpayer Identification Number [REDACTED]

CLASS A MEMBER SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY
AGREEMENT OF STRR, LLC, A DELAWARE LIABILITY COMPANY

IN WITNESS WHEREOF, this instrument has been executed by the undersigned
Member to be effective as of the day, month and year above first written.

MEMBER:



Brandon Darnton

Address for Mailing Purposes:

1575 Fumarole Drive
Victor, ID 83455

Telephone Number: 231-330-8738

Date of Birth: April 3, 1985

Email Address: bdarnton@gmail.com

Social Security Number/Taxpayer Identification Number: 

CLASS A MEMBER SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY
AGREEMENT OF STRR, LLC, A DELAWARE LIABILITY COMPANY

IN WITNESS WHEREOF, this instrument has been executed by the undersigned Member to be effective as of the day, month and year above first written.

MEMBER:

Teddy Farrell

Joseph T. Farrell

Address for Mailing Purposes:

PO Box 6186

Snowmass Village, CO 81615

Telephone Number: 970-920-3255

Date of Birth: December 25, 1984

Email Address: tfarrell@sunriseco.com

Social Security Number/Taxpayer Identification Number: 

CLASS B MEMBER SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY
AGREEMENT OF STRR, LLC, A DELAWARE LIABILITY COMPANY

IN WITNESS WHEREOF, this instrument has been executed by the undersigned Member to be effective as of the day, month and year above first written.

MEMBER:

Teddy Farrell

By: **Joseph T. Farrell, Member**

Brandon Darnton

By: **Brandon Darnton, Member**

Address for Mailing Purposes:

Joseph T. Farrell
PO Box 6186
Snowmass Village, CO 81615

Brandon Darnton
1575 Fumarole Drive
Victor, ID 83455



- STRR LLC**
Brandon Darnton

Drafted by: TK



Conversion of Nature of Use

STRR LLC

Applicant proposes to rent and convert 48.6 acres of existing water right 22-13828 from irrigation to be used as diversion to storage.

Historically, the above listed water right has most recently been used to irrigate Alfalfa – Less Frequent Cuttings. Using ET-IDWR 2021, and based upon information gathered at the Driggs station (NWS – USC00102676), Alfalfa – Less Frequent Cuttings has a precipitation deficit of 627 mm/year, or 2.06 af/year, for the growing season. **Therefore, 48.6 acres of irrigation water right would convert to a total of 100 afa** (48.6 ac x 2.06 afa/ac) available for diversion to storage.

Excerpts of the ET IDWR 2021 precipitation deficits are included in Figure 1 below.

Figure 1. ET Values for Alfalfa – less frequent cuttings at Driggs (NWS – USC00102676).

**Evapotranspiration and Consumptive
Irrigation Water Requirements
for Idaho**

[Driggs \(NWS -- USC00102676\)](#)

Statistics based on thirty year normal spans 1990 to 2020 years

For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data.

Alfalfa - less frequent cuttings Precipitation Deficit (Click here for a graph)														
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Non Growing Season ^b
Mean ^j	mm/day												mm	
Monthly ^c	-0.45	-0.04	0.07	0.05	1.88	5.40	4.88	5.30	2.40	0.39	-0.42	-0.74	627	-53
Annual													573	



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 16, 2026

STRR LLC
PO BOX 689
VICTOR ID 83455

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 22-13828, AGREEMENT 971**

Dear Renter:

Please find enclosed a receipt in the amount of **\$4,121.70** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 124.9 acre-feet of water for irrigation of 49.7 acres during 2026. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$3,709.53 of the rental fee will be paid to the lessor(s) and 10% or \$412.17 will be retained by the department to offset administrative costs for 2026.

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

Sincerely,

Darin Vrem
Water Supply Bank

Enclosures: Receipt No. C126725
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office (via email)
Thane Kindred, RMEA
Water District – 122



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 29, 2026

STRR LLC
PO BOX 689
VICTOR, ID 83455

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 22-13828 AGREEMENT 971**

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

Dear Applicant:

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

A rental fee of **\$4,121.70 per year** was calculated based on the current rental rate of \$33.00 per acre-foot times a diversion volume of 124.9 acre-feet. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check in the amount of \$4,121.70 for 2026 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, 90% or \$3,709.53 of the rental fee will be paid to the lessor(s) and 10% or \$412.17 will be retained by the Department to offset administrative costs for **2026**.

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

Sincerely,

Skyler Cheever
Water Resource Agent, Sr – State Office
Idaho Dept. of Water Resources

Enclosure: Proposed Rental Agreement

cc: IDWR Front Desk (via email)
WSB (via email)
Representative (via email)

MEMORANDUM FOR AGREEMENT # 971

To: Water Right No(s). 22-13828

From: Skyler Cheever – Water Resource Agent, Sr – State Office

Date: 11/20/2025

Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE:

Application 3219 was sent in by STRR LLC and received by the Idaho Dept. of Water Resources on April 21st, 2025. The applicant proposes to rent enough acres of irrigation from lease contract 1986 to change the nature of use to recreation storage and diversion to storage for a 100 af capacity pond from the Water Supply Bank (WSB) for 2026. The applicant is required to rent water from the WSB for the initial fill of the pond according to Transfer approval 89160. The proposed point of diversion is within the Snake River Basin Moratorium Area, and Non-Trust Water Area. This is the first time this applicant has submitted this proposal.

AUTHORITY TO FILE:

Brandon Darnton signed the application. Mr Darnton has the authority to sign the application on behalf of STRR LLC because documentation was provided with the application demonstrating Mr. Darnton is a member of the LCC. STRR LLC is the current owner of water right 22-7279A according to Department records and the property containing the proposed POD and place of use (POU) according to Idaho Tax Parcel Data. Therefore, there are no legal access concerns.

INJURY TO OTHER WATER RIGHTS:

The proposed rental POD's and the lease POD are at most 3.1 miles apart The source for both the lease and rental is groundwater within the same administrative basin, and neither POD's are within a groundwater management area. Therefore, it's unlikely there would be impacts to other groundwater users. There are no other injury concerns.

ENLARGEMENT OF USE:

The applicant proposes to change the nature of use authorized under the lease from irrigation to recreation storage and diversion to storage. According to aerial imagery and the applicant alfalfa with less frequent cutting was the historical crop grown at the lease POU. 2023 Evapotranspiration (ET) data from the Driggs ID station was used to determine a historical consumptive use of 2.01 af/acre. Therefore, the applicant would be required to rent 49.7 acres of irrigation from lease contract 1984 to achieve 100 af of storage volume after the change in nature of use (see tables below).

Table 1. Amounts required to rent before change in nature of use and authorized amounts after.

Before Change in Nature of Use (Need to Rent)					
WR #	Rate (CFS)	Volume (AF)	Acres	Rate/Acre	Vol/Acre
22-13828	0.34	124.9	49.7	0.007	2.51
After Change in Nature of Use (Actual Authorization)					
22-13828	0.34	100.0	49.7	0.007	2.01

WR 22-7279A overlaps the proposed POD and POU. According to transfer approval 89160 the applicant must rent 100 af for the original fill of the pond. WR 22-7279A authorizes 15.8 af for recreation storage accounting for evaporative losses. The pond is required to be lined so additional volume for seepage losses is not required. To prevent an enlargement of WR 22-

7279A the same conditions on the transfer limiting the storage capacity, surface area, and lining should also be included on the agreement. There are no other enlargement concerns.

LOCAL PUBLIC INTEREST:

The proposed rental of water is in the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES:

The proposed rental is consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:

The proposed POD is within Administrative Basin 22. A request for comment was sent to the IDWR Eastern Regional Manager on November 21st, 2025. No concerns were received.

Cheever, Skyler

From: Cheever, Skyler
Sent: Friday, November 21, 2025 11:55 AM
To: Cefalo, James
Subject: Water Supply Bank Rental Application 3219 STRR LLC
Attachments: Rental Agreement 971.pdf; Rental Review Memo 971.pdf; Rental Approval Map 971.pdf

Hello James,

I have completed my review of Water Supply Bank Rental Application 3219 with the proposed point of diversion within Administrative Basin 22. The applicant is STRR LLC. They propose to rent a 47.9-acre portion of lease contract 1986 from the Water Supply Bank for 2026. They propose to change the nature of use from irrigation to recreation storage and diversion to storage. Attached is a copy of the rental agreement, review memo, and map of the place of use. If you have any comments regarding the applicant's proposal or my review, please let me know within 7 days. If you have any questions or concerns, please let me know.

Best,

Skyler



Idaho Dept. of Water Resources

322 E. Front St. P.O. Box 83720 Boise, ID
83720

Crichton, Izzy

From: Crichton, Izzy
Sent: Wednesday, May 7, 2025 2:51 PM
To: Thane Kindred
Cc: Bank; bdarton@gmail.com; Kristin Moore
Subject: RE: Authorized Applicant for STRR LLC

Thane,

Thank you for the information, the rental application is now complete and will be moved to the queue for rentals in 2026.

Best,

 IDAHO DEPARTMENT OF
WATER RESOURCES
Izzy Crichton | Water Supply Bank Specialist
322 E Front St Boise, Idaho 83702
(208)-287-4963 | izzy.crichton@idwr.idaho.gov

From: Thane Kindred <thane.rmea@gmail.com>
Sent: Wednesday, May 7, 2025 2:33 PM
To: Crichton, Izzy <izzy.crichton@idwr.idaho.gov>
Cc: Bank <Bank@idwr.idaho.gov>; bdarton@gmail.com; Kristin Moore <kristin.rmea@gmail.com>
Subject: Re: Authorized Applicant for STRR LLC

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Izzy,

I apologize for my delayed response.

Attached is documentation allowing Brandon Carnton to sign. It was submitted with a recent transfer, but not with the WSB Application. Please let me know if you have any more questions.

Thanks,
Thane

On Wed, Apr 23, 2025 at 3:35 PM Crichton, Izzy <izzy.crichton@idwr.idaho.gov> wrote:

Good Afternoon, Thane,

I've started the intake on STRR LLC's Application to rent water beginning in 2026. I'm having some issues with finding Brandon Darton's authorization to sign on behalf of the company as required during the initial screening process on the rental application.

I've checked the Secretary of State and the company website with no information linking Mr. Darton with the company. Please send proof that Mr. Darton has authority to sign on behalf of the company in writing at the earliest convenience.

Thank you,

Izzy Crichton

Water Supply Bank Specialist



322 E Front St

Boise, Idaho 83702

(208)-287-4963

--
Thanks,

Thane Kindred, GIT