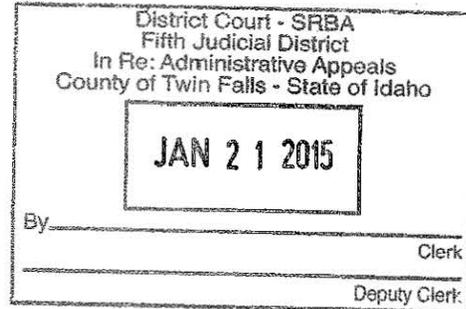


1 Robyn M. Brody (ISB No. 5678)
2 BRODY LAW OFFICE, PLLC
3 P.O. Box 554
4 Rupert, ID 83350
5 Telephone: (208) 434-2778
6 Facsimile: (208) 434-2780
7 robynbrody@hotmail.com

J. Justin May (ISB No. 5818)
MAY, BROWNING & MAY, PLLC
1419 W. Washington
Boise, ID 83702
Telephone: (208) 429-0905
Facsimile: (208) 342-7278
jmay@maybrowning.com

5 Fritz X. Haemmerle (ISB No. 3862)
6 HAEMMERLE LAW, PLLC
7 P.O. Box 1800
8 Hailey, ID 83333
9 Telephone: (208) 578-0520
10 Facsimile: (208) 578-0564
11 fxh@haemlaw.com

12 Attorneys for Petitioner, Rangen, Inc.



11 IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
12 STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

14 RANGEN, INC., an Idaho Corporation,)

Case No. CV-2014-4970

15 Petitioner,)

) AFFIDAVIT OF J. JUSTIN MAY IN
) OPPOSITION TO MOTION TO STAY
) CURTAILMENT ORDER

16 vs.)

17 IDAHO DEPARTMENT OF WATER)
18 RESOURCES and GARY SPACKMAN, in)
19 his official capacity as Director of the Idaho)
20 Department of Water Resources,)

21 Respondent.)

22 STATE OF IDAHO)
23) ss
24 County of Ada)

25 J. Justin May, being first duly sworn on oath, deposes and says:

1. My name is J. Justin May. I am an attorney licensed to practice law in the State of Idaho. The matters contained in this affidavit are based on my personal knowledge.

2. Attached hereto as Exhibit 1 is a true and correct copy of the Director's Order Approving IGWA's Fourth Mitigation Plan, dated October 29, 2014.

3. Attached hereto as Exhibit 2 is a true and correct copy of excerpts of the transcript of the hearing on IGWA's Fourth Mitigation Plan held on October 8, 2014.

4. Attached hereto as Exhibit 3 is a true and correct copy of the "Indication Quote" from Evolution Insurance Brokers filed by IGWA with IDWR in connection with the Fourth Mitigation Plan on January 16, 2015.

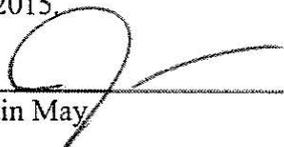
5. Attached hereto as Exhibit 4 is a true and correct copy of the lease between the Idaho Water Resource Board and North Snake Groundwater District, Magic Valley Groundwater District, and Southwest Irrigation District for the Aqualife facility that was filed by IGWA with IDWR in connection with the Fourth Mitigation Plan on January 16, 2015.

6. Attached hereto as Exhibit 5 is a true and correct copy of the Memorandum Agreement between the SeaPac of Idaho, Inc. and North Snake Groundwater District, Magic Valley Groundwater District, and Southwest Irrigation District that was filed by IGWA with IDWR in connection with the Fourth Mitigation Plan on January 16, 2015.

Attached hereto as Exhibit 6 is a true and correct copy of the Director's Order Denying Petition to Amend and Request for Temporary Stay, dated January 17, 2015.

Attached hereto as Exhibit 7 is a true and correct copy of the IDAPA Rules 37.01.01.760 and IDAPA 37.01.01.780.

DATED THIS 21st day of January, 2015.



J. Justin May

1 SUBSCRIBED AND SWORN to before me this 21st day of January, 2015



2 *Beverly Halling*
3 Notary Public for the State of Idaho
4 Residing at *Boise Idaho*
5 My Commission Expires: *9/10/2015*

6 **CERTIFICATE OF SERVICE**

7 The undersigned, a resident attorney of the State of Idaho, hereby certifies that on the 21st
8 day of January, 2015 he caused a true and correct copy of the foregoing document to be served
9 upon the following as indicated:

10 Original: 11 Director Gary Spackman 12 Idaho Department of Water 13 Resources 14 P.O. Box 83720 15 Boise, ID 83720-0098 16 <i>deborah.gibson@idwr.idaho.gov</i>	Hand Delivery <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Federal Express <input type="checkbox"/> E-Mail <input type="checkbox"/>
17 Garrick Baxter 18 Idaho Department of Water 19 Resources 20 P.O. Box 83720 21 Boise, Idaho 83720-0098 22 <i>garrick.baxter@idwr.idaho.gov</i> <i>chris.bromley@idwr.idaho.gov</i> <i>kimi.white@idwr.idaho.gov</i>	Hand Delivery <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Federal Express <input type="checkbox"/> E-Mail <input type="checkbox"/>
23 Randall C. Budge 24 TJ Budge 25 RACINE, OLSON, NYE, BUDGE & BAILEY, CHARTERED 201 E. Center Street P.O. Box 1391 Pocatello, ID 83204 <i>rbc@racinelaw.net</i> <i>tjb@racinelaw.net</i>	Hand Delivery <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Federal Express <input type="checkbox"/> E-Mail <input type="checkbox"/>

J. Justin May

J. Justin May

EXHIBIT 1

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF THE FOURTH MITIGATION
PLAN FILED BY THE IDAHO GROUND WATER
APPROPRIATORS FOR THE DISTRIBUTION OF
WATER TO WATER RIGHT NOS. 36-02551 & 36-
07694 IN THE NAME OF RANGEN, INC.

Docket No. CM-MP-2014-006

**ORDER APPROVING IGWA'S
FOURTH MITIGATION PLAN**

PROCEDURAL BACKGROUND

On January 29, 2014, the Director ("Director") of the Idaho Department of Water Resources ("Department") issued the *Final Order Regarding Rangen, Inc.'s Petition for Delivery Call; Curtailing Ground Water Rights Junior to July 13, 1962* ("Curtailment Order").¹ The Curtailment Order recognizes that holders of junior-priority ground water rights may avoid curtailment if they participate in a mitigation plan which provides "simulated steady state benefits of 9.1 cfs to Curren Tunnel [sometimes referred to as the "Martin-Curren Tunnel"] or direct flow of 9.1 cfs to Rangen." *Curtailment Order* at 42. The Curtailment Order explains that mitigation provided by direct flow to Rangen, Inc. ("Rangen"), "may be phased-in over not more than a five-year period pursuant to CM Rule 40 as follows: 3.4 cfs the first year, 5.2 cfs the second year, 6.0 cfs the third year, 6.6 cfs the fourth year, and 9.1 cfs the fifth year." *Id.*

On February 11, 2014, the Idaho Ground Water Appropriators, Inc. ("IGWA"), filed with the Department *IGWA's Mitigation Plan and Request for Hearing* ("First Mitigation Plan") to avoid curtailment imposed by the Curtailment Order. The First Mitigation Plan proposed nine possible mitigation activities for junior-priority ground water pumpers to satisfy mitigation obligations.

On February 12, 2014, IGWA filed *IGWA's Petition to Stay Curtailment, and Request for Expedited Decision*. On February 21, 2014, the Director issued an *Order Granting IGWA's Petition to Stay Curtailment*, which stayed enforcement of the Curtailment Order for members of IGWA and the non-member participants in IGWA's First Mitigation Plan until a decision was issued on the First Mitigation Plan.

¹ The Curtailment Order is currently on appeal in *Rangen, Inc., v. IDWR*, Twin Falls County Case No. CV-2014-1338. Judge Wildman issued his *Memorandum Decision and Order on Petitions for Judicial Review* ("Memorandum Decision") on October 24, 2014, which affirmed the Director on a number of issues, but held the Director erred by applying a trim line to reduce the zone of curtailment. *Memorandum Decision* at 28. The Memorandum Decision is not yet final, but given that time is of the essence in this matter, this order should not be delayed. Depending on the outcome of the appeal in Case No. CV-2014-1138, aspects of this order may need to be revisited and the mitigation obligation may increase.

On March 17-19, 2014, the Director conducted a hearing for the First Mitigation Plan at the Department's state office in Boise, Idaho. On April 11, 2014, the Director issued an *Order Approving in Part and Rejecting in Part IGWA's Mitigation Plan; Order Lifting Stay Issued February 21, 2014; Amended Curtailment Order* ("First Mitigation Plan Order"). In the First Mitigation Plan Order, the Director approved two of the nine proposed components of the First Mitigation Plan: (1) credit for current and ongoing mitigation activities (collectively referred to as "aquifer enhancement activities"), and (2) delivery of water directly to Rangen that otherwise would have been delivered in priority to Howard "Butch" Morris ("Morris") but for North Snake Ground Water District ("NSGWD") delivering surface water to Morris through the Sandy Pipeline ("Morris exchange agreement"). The Director rejected the other seven components of the First Mitigation Plan. The Director recognized 1.2 cfs of mitigation credit for IGWA's aquifer enhancement activities and 1.8 cfs of mitigation credit for delivery of water to Rangen as a result of the Morris exchange agreement. The Director recognized a total mitigation credit of 3.0 cfs, 0.4 cfs short of the 3.4 cfs mitigation required for the time period from April 1, 2014, through March 31, 2015. To satisfy the 0.4 cfs mitigation deficiency, the Director ordered curtailment of ground water rights bearing priority dates junior or equal to July 1, 1983, during the 2014 irrigation season. *First Mitigation Plan Order* at 21.²

On March 10, 2014, during the pendency of the First Mitigation Plan proceeding, IGWA filed with the Department *IGWA's Second Mitigation Plan and Request for Hearing* ("Second Mitigation Plan") in response to the Curtailment Order. The Second Mitigation Plan proposed delivery of up to 9.1 cfs of water from Tucker Springs, a tributary to Riley Creek, through a 1.3 mile pipeline to the fish research and propagation facility owned by Rangen ("Rangen Facility"). *Second Mitigation Plan* at 2.

On April 17, 2014, IGWA filed *IGWA's Second Petition to Stay Curtailment, and Request for Expedited Decision* ("Second Petition"). The Second Petition asked the Director to "stay implementation of the [Curtailment Order], . . . until the judiciary completes its review of the Curtailment Order in *IGWA v. IDWR*, Gooding County Case No. CV-2014-179, and *Rangen v. IDWR*, Twin Falls County Case No. CV-2014-1338." *Second Petition* at 1. On April 28, 2014, the Director issued an *Order Granting IGWA's Second Petition to Stay Curtailment* stating the Director would revisit the stay at the time a decision on IGWA's Second Mitigation Plan was issued.

On June 4-5, 2014, the Director conducted a hearing for the Second Mitigation Plan at the Department's state office in Boise, Idaho. On June 20, 2014, the Director issued an *Order Approving IGWA's Second Mitigation Plan; Order Lifting Stay Issued April 28, 2014; Second Amended Curtailment Order* ("Second Mitigation Plan Order"). To dovetail the First Mitigation Plan into the Second Mitigation Plan, the Director recalculated the period of time over which the

² On April 25, 2014, Rangen filed *Rangen's Motion for Reconsideration of Order Re: IGWA's Mitigation Plan; Order Lifting Stay; Amended Curtailment Order* ("Motion for Reconsideration") challenging the Director's method of determining mitigation credit for the Morris exchange water. *Motion for Reconsideration* at 1-6. On May 16, 2014, the Director issued both the Order on Reconsideration denying Rangen's Motion for Reconsideration and the Amended Mitigation Plan Order. The Director's method of calculating mitigation credit was not altered. *Amended Mitigation Plan Order* at 21.

volume of water provided by the Morris exchange agreement was averaged to equal the number of days the water would provide full mitigation to Rangen. *Second Mitigation Plan Order* at 6-7. The Director required curtailment or additional mitigation from IGWA under the Second Mitigation Plan after the time full mitigation credit under the First Mitigation Plan expires. *Id.* Specifically, the Director calculated that 2.2 cfs of mitigation water must be delivered to Rangen by the Morris exchange agreement to provide full mitigation during the first year of phased-in mitigation. The Director calculated the 2.2 cfs mitigation obligation by subtracting the 1.2 cfs mitigation credit from aquifer enhancement activities from the 3.4 cfs first year phase-in mitigation obligation. In the Second Mitigation Plan Order, the Director recognized mitigation credit for the Morris exchange agreement at an average rate of 2.2 cfs for the 293-day period between April 1, 2014 and January 18, 2015. As of January 19, 2015, IGWA must begin providing water to Rangen at a rate of 2.2 cfs by other means to meet the 3.4 cfs annual obligation for April 1, 2014 through March 31, 2015. *Id.* at 18. Accordingly, the Director ordered that the April 28, 2014, stay was lifted and failure to deliver 2.2 cfs to Rangen from Tucker Springs by January 19, 2015, will result in curtailment of water rights junior or equal to August 12, 1973, unless another mitigation plan has been approved and is providing the required water to Rangen. *Id.*

On August 27, 2014, IGWA filed *IGWA's Fourth Mitigation Plan and Request for Expedited Hearing* ("Fourth Mitigation Plan").³ The Fourth Mitigation Plan consists of the "Magic Springs Project." *Fourth Mitigation Plan* at 2. Rangen and Kathy McKenzie separately filed protests to the Fourth Mitigation Plan on September 19, 2014.

The Magic Springs Project is comprised of multiple components including: lease or purchase of 10.0 cfs of water right nos. 36-7072 and 36-8356 owned by SeaPac of Idaho ("SeaPac"); long-term lease or purchase from the Idaho Water Resource Board ("IWRB") of water right nos. 36-4011⁴, 36-2734, 36-15476, 36-2414, and 36-2338 to make available to SeaPac; design, construction, operation, and maintenance of the water intake and collection facilities, pump station, and pipeline to transport water from SeaPac's Magic Springs facility to the head of Billingsley Creek directly up gradient from the Rangen Facility; acquisition of permanent easements at Magic Springs for the water intake and collection facilities, pump

³ On June 10, 2014, IGWA filed *IGWA's Amended Third Mitigation Plan and Request for Hearing* ("Third Mitigation Plan"). The five components of the Third Mitigation Plan were identified as: 1) Sandy Ponds recharge and Sandy Pipe delivery; 2) improvements to the Curren Tunnel diversion; 3) direct delivery of water right no. 36-16976; 4) recirculation of Rangen water rights; and 5) the Aqua Life project. On August 19, 2014, the Director issued an *Order Denying Rangen's Motion to Dismiss Proposals One, Two, Three, and Four of IGWA's Amended Third Mitigation Plan*. After entry of that order, the only proposals remaining for consideration at the hearing regarding IGWA's Third Mitigation Plan are IGWA's request for mitigation credit for Sandy Ponds recharge, recirculation of Rangen water rights, and the Aqua Life project. On September 25, 2014, IGWA filed *IGWA's Motion to Vacate Hearing* requesting that the hearing scheduled for the Third Mitigation Plan be vacated. On October 7, 2014, IGWA filed *IGWA's Request for Hearing on Sandy Ponds/Sandy Pipe Component of Plan* requesting a hearing on only the Sandy Ponds/Sandy Pipe component of the Third Mitigation Plan, thereby bifurcating it from any hearing that may be held on the remaining components. On October 9, 2014, the Director issued an *Order Granting IGWA's Motion to Vacate Hearing and Notice of Third Status Conference*. A hearing date of February 18 & 19, 2015, for the Sandy Ponds/Sandy Pipe component of the Third Mitigation Plan was determined at a status conference on October 21, 2014.

⁴ This water right was mistakenly identified as 36-1044 in the Fourth Mitigation Plan.

station, pipeline, and other necessary features for delivery of water to the head of Billingsley Creek; and approval of a transfer application to change the place of use from SeaPac to Rangen. The Director held a hearing for the Fourth Mitigation Plan on October 8, 2014, at the Department's State office in Boise, Idaho.

APPLICABLE LAW

Conjunctive Management Rule 43.03 ("Rule 43.03") establishes the following factors that "may be considered by the Director in determining whether a proposed mitigation plan will prevent injury to senior rights":

- a. Whether delivery, storage and use of water pursuant to the mitigation plan is in compliance with Idaho law.
- b. Whether the mitigation plan will provide replacement water, at the time and place required by the senior-priority water right, sufficient to offset the depletive effect of ground water withdrawal on the water available in the surface or ground water source at such time and place as necessary to satisfy the rights of diversion from the surface or ground water source. Consideration will be given to the history and seasonal availability of water for diversion so as not to require replacement water at times when the surface right historically has not received a full supply, such as during annual low-flow periods and extended drought periods.
- c. Whether the mitigation plan provides replacement water supplies or other appropriate compensation to the senior-priority water right when needed during a time of shortage even if the effect of pumping is spread over many years and will continue for years after pumping is curtailed. A mitigation plan may allow for multi-season accounting of ground water withdrawals and provide for replacement water to take advantage of variability in seasonal water supply. The mitigation plan must include contingency provisions to assure protection of the senior-priority right in the event the mitigation water source becomes unavailable.
- d. Whether the mitigation plan proposes artificial recharge of an area of common ground water supply as a means of protecting ground water pumping levels, compensating senior-priority water rights, or providing aquifer storage for exchange or other purposes related to the mitigation plan.
- e. Where a mitigation plan is based upon computer simulations and calculations, whether such plan uses generally accepted and appropriate engineering and hydrogeologic formulae for calculating the depletive effect of the ground water withdrawal.
- f. Whether the mitigation plan uses generally accepted and appropriate values for aquifer characteristics such as transmissivity, specific yield, and other relevant factors.

- g. Whether the mitigation plan reasonably calculates the consumptive use component of ground water diversion and use.
- h. The reliability of the source of replacement water over the term in which it is proposed to be used under the mitigation plan.
- i. Whether the mitigation plan proposes enlargement of the rate of diversion, seasonal quantity or time of diversion under any water right being proposed for use in the mitigation plan.
- j. Whether the mitigation plan is consistent with the conservation of water resources, the public interest or injures other water rights, or would result in the diversion and use of ground water at a rate beyond the reasonably anticipated average rate of future natural recharge.
- k. Whether the mitigation plan provides for monitoring and adjustment as necessary to protect senior-priority water rights from material injury.
- l. Whether the plan provides for mitigation of the effects of pumping of existing wells and the effects of pumping of any new wells which may be proposed to take water from the areas of common ground water supply.
- m. Whether the mitigation plan provides for future participation on an equitable basis by ground water pumpers who divert water under junior-priority rights but who do not initially participate in such mitigation plan.
- n. A mitigation plan may propose division of the area of common ground water supply into zones or segments for the purpose of consideration of local impacts, timing of depletions, and replacement supplies.
- o. Whether the petitioners and respondents have entered into an agreement on an acceptable mitigation plan even though such plan may not otherwise be fully in compliance with these provisions.

IDAPA 37.03.11.043.03(a-o). A proposed mitigation plan must contain information that allows the Director to evaluate these factors. IDAPA 37.03.11.043.01(d).

While Rule 43.03 lists factors that “may be considered by the Director in determining whether a proposed mitigation plan will prevent injury to senior rights,” factors 43.03(a) through 43.03(c) are necessary components of mitigation plans that call for the direct delivery of mitigation water. A junior water right holder seeking to directly deliver mitigation water bears the burden of proving that (a) the “delivery, storage and use of water pursuant to the mitigation plan is in compliance with Idaho law,” (b) “the mitigation plan will provide replacement water, at the time and place required by the senior priority water right, sufficient to offset the depletive effect of ground water withdrawal on the water available in the surface or ground water source at such time and place as necessary to satisfy the rights of diversion from the surface or ground

water source,” and (c) “the mitigation plan provides replacement water supplies or other appropriate compensation to the senior-priority water right when needed during a time of shortage.” IDAPA 37.03.11.043.03(a-c). These three inquiries are threshold factors against which IGWA’s Magic Springs Project must be measured.

To satisfy its burden of proof, IGWA must present sufficient factual evidence at the hearing to prove that (1) the proposal is legal, and will generally provide the quantity of water required by the curtailment order; (2) the components of the proposed mitigation plan can be implemented to timely provide mitigation water as required by the curtailment order; and (3)(a) the proposal has been geographically located and engineered, and (b) necessary agreements or option contracts are executed, or legal proceedings to acquire land or easements have been initiated.

FINDINGS OF FACT

Rangen’s Existing System

1. The Rangen Facility is located in the Thousands Springs area near Hagerman, Idaho. The Rangen Facility is situated below a canyon rim at the headwaters of Billingsley Creek.
2. Immediately east of the Rangen Facility, water emanates from numerous springs on the talus slopes just below the canyon rim. Water also emanates from the Curren Tunnel. The tunnel is a large, excavated conduit constructed high on the canyon rim and extends approximately 300 feet into the canyon wall.
3. A concrete collection box located near the mouth of the Curren Tunnel collects water for delivery to Rangen and holders of early priority irrigation water rights via pipelines. The concrete box is commonly referred to as the “Farmers’ Box.”
4. Further down the talus slope is a second concrete water collection box with an open top, commonly referred to as the “Rangen Box.” Rangen rediverts the water from the Farmers’ box through two plastic pipes down to the Rangen Box. Water is then delivered from the Rangen Box via a steel pipe to the small raceways. The water diverted by Rangen can then be routed from the small raceways down through the large and CTR raceways at the Rangen Facility. Water can also be spilled out the side of the Rangen Box and returned to the talus slope.
5. In the early 1980’s, Rangen built a six-inch white PVC pipeline to divert water from inside the Curren Tunnel and deliver the water to the hatch house and greenhouse buildings. The water is used in the hatch house and/or greenhouse and then can be discharged either back into Billingsley Creek or discharged directly into the small raceways and used in the large and CTR raceways.

Magic Springs Project

6. IGWA's Fourth Mitigation Plan proposes direct delivery of up to 10 cfs of "first use" water from SeaPac's Magic Springs facility to the Rangen Facility. *Fourth Mitigation Plan* at 2; Ex. 1009 at 4.

7. SeaPac owns two water rights for fish propagation at its Magic Springs facility: 36-7072 which authorizes the diversion of 148.2 cfs for fish propagation from Thousand Springs with a priority date of September 5, 1969, and 36-8356 which authorizes the diversion of 45 cfs for fish propagation from springs with a priority date of May 9, 1988. Ex. 2013, attachments 4 & 5. The two water rights combined may not exceed a total diversion rate of 148.2 cfs. *Id.*

8. A letter of intent executed by IGWA and SeaPac states that SeaPac will agree to lease or sell to IGWA up to 10 cfs of "first use" water from its Magic Springs water rights (36-7072 and 36-8356) for mitigation purposes ("IGWA/SeaPac agreement"). Ex. 1003 at 2.

9. SeaPac currently has a short-term lease of the Aqua Life Aquaculture Facility Hatchery ("Aqua Life") from the IWRB, which owns and operates Aqua Life and water right numbers 36-4011, 36-2734, 36-15476, 36-2414, and 36-2338. SeaPac desires to continue its Aqua Life operations by securing ownership and/or a long-term lease of Aqua Life. Ex. 1003 at 1-3.

10. The IGWA/SeaPac agreement is contingent upon 1) IGWA securing an approval of its Fourth Mitigation Plan from the Department, 2) IGWA securing an order approving the transfer of the point of diversion and place of use (as necessary) from SeaPac to Rangen, 3) IGWA constructing the pump and pipeline facilities and delivering Magic Springs water pursuant to an approved mitigation plan, and 4) IGWA owning or controlling Aqua Life water right numbers 36-4011, 36-2734, 36-15476, 36-2414, and 36-2338 by long-term lease or purchase from the IWRB and making them available to SeaPac. Ex. 1003 at 2-3.

11. The Magic Springs Project will be designed to deliver a maximum flow of 10 cfs of spring water associated with water right 36-7072 to Rangen. IGWA will divert Magic Springs water from a point of diversion authorized by water right number 36-7072. Ex. 1009 at 4.

12. IGWA, on behalf of NSGWD, Magic Valley Ground Water District, and Southwest Irrigation District, submitted an Application for Transfer of Water Right to the Department on September 10, 2014, to add the Rangen Facility as a new place of use for up to 10 cfs from water right number 36-7072. Ex. 1009 at 64-70.

13. On July 18, 2014, prior to filing of the Fourth Mitigation Plan, the IWRB executed a letter of intent with IGWA to make available to IGWA by long-term lease or purchase up to 10 cfs of its Aqua Life water rights as needed to satisfy the mitigation obligation to Rangen ("IGWA/IWRB agreement"). Ex. 1002 at 2.

14. IGWA and the IWRB are negotiating to finalize the details of a thirty-year lease of the Aqua Life water rights and facility. IGWA intends to assign the lease to SeaPac and gain access to the Magic Springs water. Tr. p. 38-40; 87-89.

Engineering Design

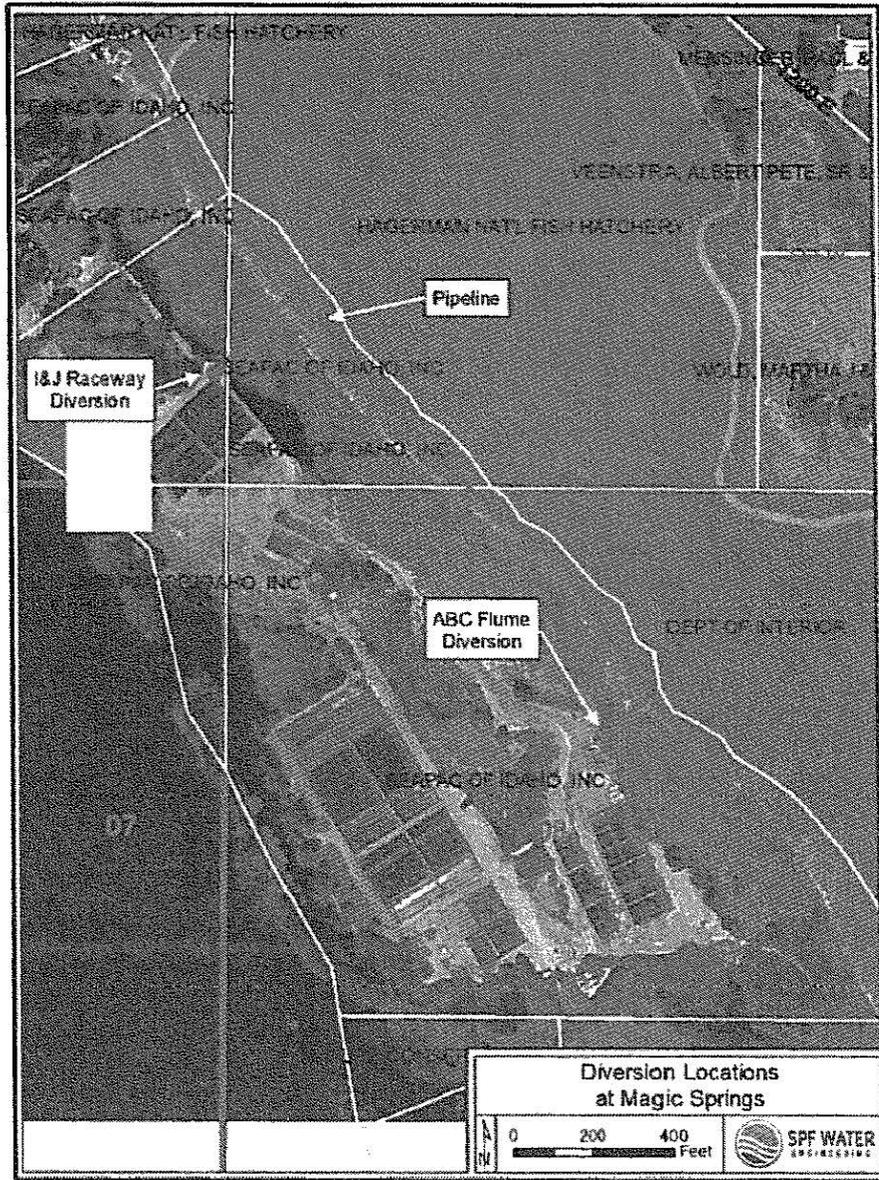
15. Engineers for IGWA have completed sixty percent of the engineering design necessary to construct the full Magic Springs Project (“engineering design”). Ex. 1009. The engineering design calls for the construction of a permanent pump station and pipeline system “to reliably deliver 9.1 cfs from Magic Springs to the Rangen [F]acility.” *Id.* at 10.

16. The engineering design also calls for the construction of a temporary pump and pipeline system to deliver water to Rangen by January 19, 2015, when the Morris exchange agreement will no longer provide full mitigation to Rangen as set forth in the Second Mitigation Plan Order.⁵ Ex. 1009 at 7-9. The design plans call for the delivery of 0.5 cfs to Rangen by January 19, 2015, but Bob Hardgrove (“Hardgrove”), the design engineer for IGWA, testified that the temporary system design could be modified to provide up to 2.2 cfs of water. Tr. p. 152-53.

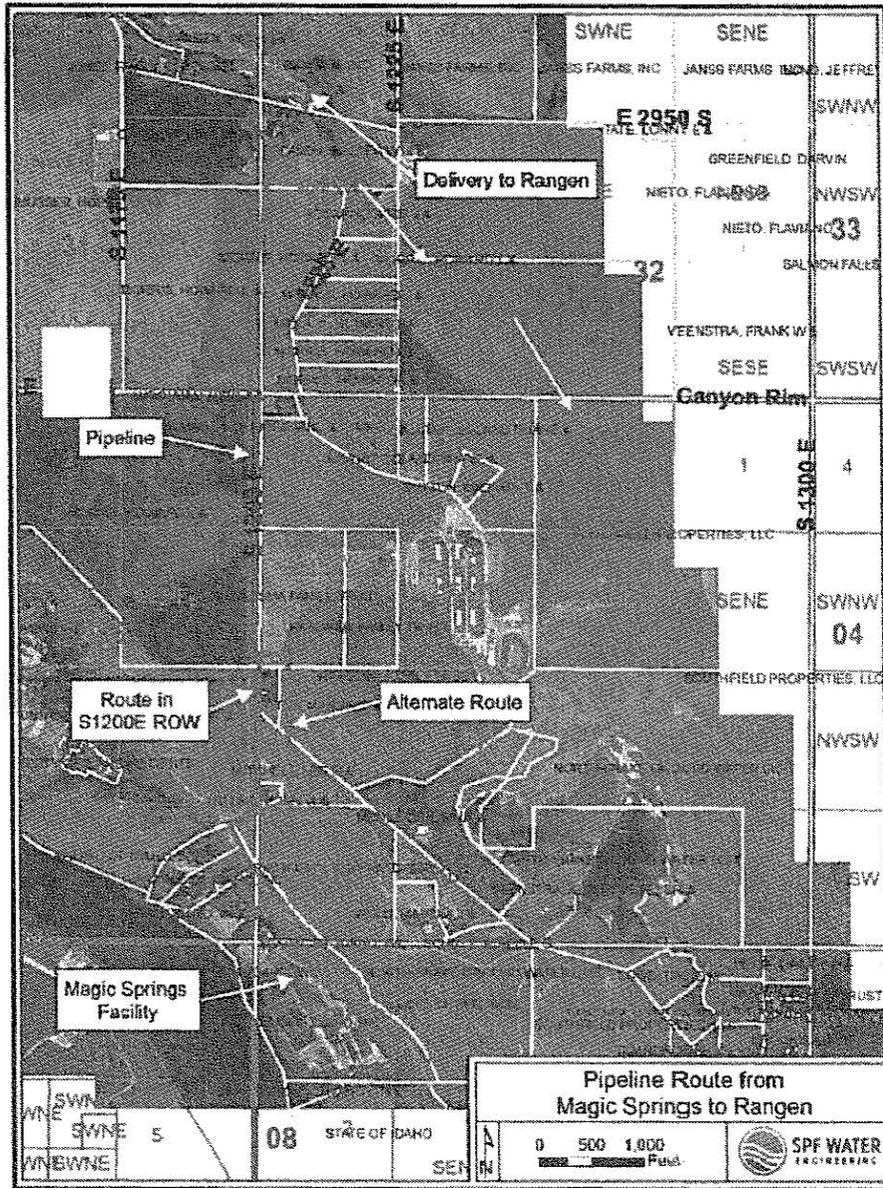
Permanent Pump Station and Pipeline System

17. The following figure taken from Exhibit 1009 at 13 displays two potential diversion points that have been identified below the rim at the Magic Springs facility: the I&J Raceway Diversion (“I&J Diversion”) and the ABC Flume Diversion (“ABC Diversion”).

⁵ On October 1, 2014, Rangen filed a motion in limine seeking to exclude presentation of evidence regarding the temporary pump and pipeline system at the October 8, 2014, hearing on the Fourth Mitigation Plan. The Director verbally denied the motion at the commencement of that hearing.



18. The pipeline alignments for the I&J Diversion and the ABC Diversion eventually intersect on top of the rim within SeaPac property, and from that point to the Rangen Facility, the alignment for both points of diversion is the same. Ex. 1009 at 10. The following figure taken from Exhibit 1009 at 11 depicts the proposed pipeline alignments:



- ABC Diversion, Pipeline, and Pump Station

19. The ABC Diversion, an authorized point of diversion under SeaPac's water right 36-7072, will connect to an existing concrete flume that carries ABC spring water to raceways at the Magic Springs facility. Ex. 1009 at 12. A 24-inch diameter and approximately 120 foot long gravity pipeline constructed of welded steel pipe will carry water from the flume to the pump station. *Id.* at 14. This pipeline will be installed above-ground and will connect to the flume via a new concrete collection box. *Id.* A head gate will be installed on the upstream end of the pipeline to isolate the feed to the pump station for maintenance. *Id.*

20. The proposed pipeline from the ABC Diversion to Rangen is approximately 1.9 miles long. Ex. 1009 at 16. In addition to the 120 feet of welded steel pipe for the gravity line from the ABC flume to the pump station, approximately 360 feet of exposed, above-ground welded 24-inch diameter steel pipe will convey water from the pump station to the top of the rim. *Id.* at 16, 27. Once to the top of the rim, the pipeline will change to 24-inch diameter high-density polyethylene pipe ("HDPE pipe"). *Id.* The HDPE pipe will be buried for approximately 9,440 feet. The HDPE pipe will be connected using a butt-fusion welding machine and interior welds will be de-beaded resulting in a fully restrained and leak-free pipeline. *Id.*

21. A minimum of three feet of cover is required for the pipeline installation. Ex. 1009 at 16. Combination air valves will be installed at the high points and pipeline drains will be installed at the low points. *Id.*

22. The engineering design calls for a skid-mounted packaged pump station including pumps, mechanical piping, valves, flow meter, variable frequency drives ("VFDs"), and associated controls, generators, and enclosure. Ex. 1009 at 14.

23. The pump station will include three short-set line-shaft turbine pumps. Ex. 1009 at 14. Two of the pumps will be duty pumps and one will be on standby to ensure that two pumps can operate at all times. Ex. 1009 at 14. The pumps will be placed in individual 24-inch diameter pump cans that will be approximately seven feet below existing ground surface. *Id.* The 24-inch diameter gravity line from the ABC flume will deliver water to the pump cans. *Id.*

24. The pump station will be enclosed for protection from weather and to reduce sound. Ex. 1009 at 12. The insulated enclosure will be heated and ventilated. *Id.* The pump station enclosure will be lockable and durable. *Id.*

25. To deliver 9.1 cfs to Rangen⁶ from the ABC Diversion, the pump station must produce approximately 200 feet of total dynamic head ("TDH"). Ex. 1009 at 15. The pumps will require nominal 150-hp motors that will be controlled by VFDs to maintain any operator-adjustable flow rate up to 10 cfs. *Id.* System operation will be controlled by a programmable logic controller with remote monitoring and auto-restart capabilities. *Id.* The packaged pump station will include an isolation and check valve on each pump, a mainline butterfly valve, pressure relief, combination air valve, and a flow meter. *Id.*

26. Three-phase power is available at Magic Springs to power the ABC pump station. Ex. 1009 at 15; Tr. p. 158. Idaho Power can supply the pump station with the necessary electrical service without any upgrades. *Id.*

27. A generator is proposed to provide emergency power. Ex. 1009 at 15. The generator will automatically start within seconds of a power outage. Tr. p 158-59. While the pumps will need to be slowly ramped up, the full pumping capacity can be restored within two or three minutes. *Id.* The generator proposed by IGWA is the type used by municipal water systems, semiconductor facilities, and hospitals. *Id.* at 159.

⁶ The design plans for the project state that "IGWA has requested SPF design a 10-cfs pumping and pipeline system to reliably deliver 9.1 cfs from Magic Springs to the Rangen [F]acility." Ex. 1009 at 10.

28. The redundant pump, remote monitoring and alarming capabilities, auto-restart, proposed standby power generator and auto-transfer switch, and lockable and durable pump station enclosure make the pump station dependable, and will minimize downtime due to maintenance and power outages. Ex. 1009 at 15.

- I&J Diversion, Pipeline, and Pump Station

29. The I&J Diversion, if chosen as the point of diversion, will divert water from the manifold at the head of the I&J raceway, eliminating the need to construct new spring collection infrastructure. Ex. 1009 at 16. The I&J Diversion is directly adjacent to the spring water source pond and is upstream of any commercial use within the raceway. *Id.*

30. A 24-inch diameter ductile iron pipe buried for approximately forty-five feet, will convey water from the I&J raceway to the pump station. Ex. 1009 at 17. A head gate will be installed on the upstream end of the gravity line to isolate the feed to the pump station for maintenance. *Id.*

31. The total pipeline length from the I&J Diversion to Rangen is 1.6 miles. Ex. 1009 at 19. A 24-inch diameter exposed, above-ground steel pipe 365 feet long will convey Magic Springs water from the I&J Diversion to the top of the rim. Approximately 7,980 feet of buried 24-inch diameter HDPE pipe will convey water from the top of the rim to the Rangen Facility. Ex. 1009 at 19. The HDPE pipe will be connected using a butt-fusion welding machine and interior welds will be de-beaded resulting in a fully restrained and leak-free pipeline. *Id.*

32. A minimum of three feet of cover is required for the pipeline installation. Ex. 1009 at 19. Combination air valves will be installed at the high points and pipeline drains will be installed at the low points. *Id.*

33. The engineering design calls for a skid-mounted packaged pump station including pumps, mechanical piping, valves, flow meter, VFDs, and associated controls, generators, and enclosure. Ex. 1009 at 18.

34. The pump station will include three short-set line-shaft turbine pumps. Ex. 1009 at 18. Two of the pumps will be duty pumps and one will be on standby to ensure that two pumps can operate at all times. *Id.* The pumps will be placed in individual 24-inch diameter pump cans that will be approximately twelve feet below existing ground surface. *Id.* The 24-inch diameter gravity line from the I&J raceway will deliver water to the pump cans. *Id.*

35. To deliver 10 cfs to Rangen from the I&J Diversion, the pump station must produce approximately 220 feet of TDH. Ex. 1009 at 18. The pumps will require nominal 200-hp motors that will be controlled by VFDs to maintain any operator-adjustable flow rate up to 10 cfs. *Id.* System operation will be controlled by a programmable logic controller with remote monitoring and auto-restart capabilities. *Id.* The pump station for the I&J Diversion will be designed to be a reliable and secure facility including a redundant pump, remote monitoring and

alarming capabilities, auto-restart, and a proposed standby power generator and auto-transfer switch. *Id.*

36. Three-phase power is available at Magic Springs to power the I&J pump station. Ex. 1009 at 18-19. Idaho Power can supply the pump station with the necessary electrical service without any upgrades. *Id.*

Temporary Pump and Pipeline System

37. IGWA proposes a temporary pump and pipeline system to deliver water from Magic Springs to the Rangen Facility. The engineering design proposes delivery of 0.5 cfs to Rangen, but at the hearing, Hardgrove testified the system design could be changed to deliver up to 2.2 cfs through the temporary system. Ex. 1009 at 7; Tr. p. 152-53.

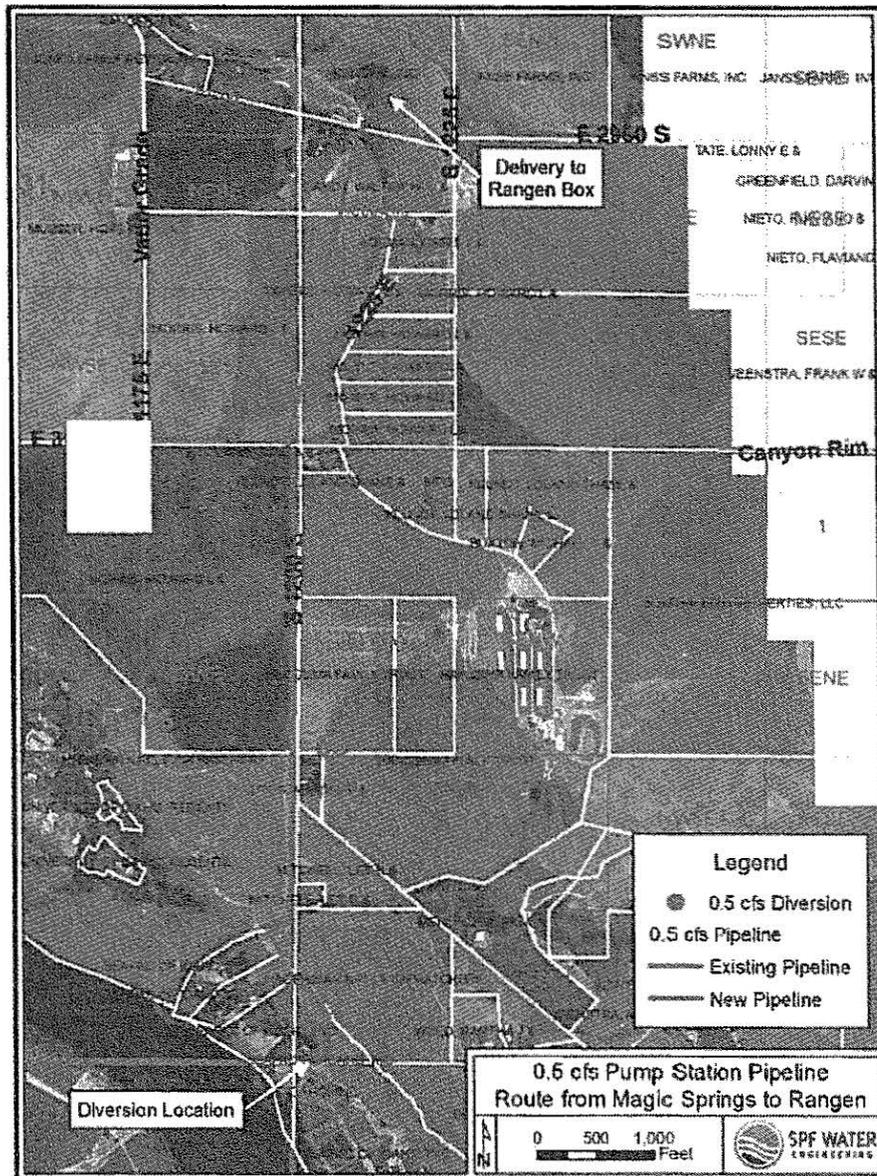
38. Delivery of 0.5 cfs to Rangen by January 19, 2015, will result in a remainder mitigation obligation of 1.7 cfs (3.4 cfs total mitigation obligation for the time period of April 1, 2014, through March 31, 2015, minus 1.2 cfs for aquifer enhancement activities, minus 0.5 cfs via IGWA's temporary pipeline).

39. The engineering design calls for a temporary end-suction pump that will be constructed to pump water directly from the upstream end of the I&J raceway at the Magic Springs facility. Ex. 1009 at 7. The pump will be designed with a manual priming pump and foot valve on the suction line. The design plans call for a pump to be sized for a TDH of 200 feet and a flow of 225 gpm (0.5 cfs) and will require a twenty-hp motor. *Id.* A larger pump can be used if IGWA decides to deliver 2.2 cfs to Rangen. Tr. p. 152-53.

40. IGWA alludes there will be some manual monitoring of the pump to ensure it is operating correctly: "Pump monitoring during the day will be completed by the general contractor selected for the pump installation." Ex. 1009 at 7. SeaPac staff that live on-site at the Magic Springs facility will be available during non-working hours for pump monitoring. *Id.* Hardgrove testified that backup pumps and power could be added to the temporary system to address concerns about backup power and reliability. Tr. p. 208-09.

41. The engineering design explains the proposed temporary pipeline alignment will parallel the permanent pipeline alignment. Ex. 1009 at 7. The design plans call for a six-inch diameter SDR 9 HDPE pipe to be placed on top of the ground from the pump to the top of the rim. *Id.* A 10 inch diameter pipe would be used if IGWA decides to increase the amount of water to 2.2 cfs. Tr. p. 152-53. The pipe will be hung, above-ground, from the rim and will be restrained across the talus slope with sand bags. Ex. 1009 at 7. Once on top of the rim, the pipe will be placed on top of the ground north to property owned by Lee and Mary Mitchell ("Mitchell"). *Id.* From the south end of the Mitchell property north to E 3000 S, water will be delivered through existing pipe owned by Morris. *Id.* New pipe will be buried under E 3000 S. *Id.* From the north side of the road to the Rangen property, pipe will be placed on top of the ground through dormant fields owned by Morris and Walter Candy. *Id.* The pipe will then follow the existing above grade piping up the talus slope and discharge into the existing Rangen

Box. *Id.* This described alignment is depicted in the following figure taken from Exhibit 1009 at 9⁷:



42. Once full build-out of the permanent pump station and pipeline occurs and the permanent piping is successfully delivering water to Rangen, the temporary piping facilities will be removed. Ex. 1009 at 8.

⁷ The engineering design and Hardgrove explained that additional portions of buried piping network that belong to Morris and idle above ground six-inch aluminum irrigation pipe have the potential to be used, which would result in a reduction of the amount of new pipe required for the temporary pipeline project. Ex. 1009 at 8-9; tr. p. 201-04. However, further investigation would be needed to confirm reliability, location, and materials of those existing pipes. *Id.*

Required Property Crossings for Permanent and Temporary Pipeline Alignments

43. Pursuant to the IGWA/SeaPac agreement, SeaPac will grant IGWA permanent easements at its Magic Springs facility to access design, construct, operate and maintain the water in-take and collection facilities, pump station, pipeline, and other facilities as necessary to divert and deliver water for mitigation purposes. Ex. 1003 at 2.

44. Once the proposed pipelines exit SeaPac property, the proposed alignments to the Rangen Facility cross properties owned by the following: Mitchell, North Side Canal Company, Hagerman Highway District, Howard "Butch" and Rhonda Morris (hereinafter collectively referred to as "Morris"), Walter and Margaret Candy ("Candy"), and Rangen.

45. IGWA and Mitchell entered into an option agreement on October 4, 2014, to allow IGWA an exclusive and irrevocable option and right to purchase an easement to construct, own, and operate a buried pipeline through Mitchell's property to convey 10 cfs of water from Magic Springs to the head of Billingsley Creek for mitigation purposes. Ex. 1034 at 1, 7.

46. North Side Canal Company has given IGWA verbal assurances that IGWA may run pipeline through North Side Canal Company's property. Tr. p. 103, 148.

47. The Hagerman Highway Commissioners held a meeting on September 26, 2014, and approved "the proposed main pipeline alignment within the S1200E right of way." Ex. 1014.

48. IGWA executed option agreements with Morris and Candy to purchase easements for the construction/placement of a pipeline through those properties to deliver Tucker Springs water to the Rangen Facility as part of the Second Mitigation Plan. Ex. 1012 & 1013. Morris is willing to provide and utilize the same option agreement to allow an easement for purposes of the Magic Springs Project. Tr. p. 50. The pipeline alignment through the Candy property for the Magic Springs Project is the same alignment proposed for the Tucker Springs Project. Tr. p. 51.

Tie-in to Rangen's Delivery System

49. The pipeline from Magic Springs will connect to the existing pipeline between the hatch house and the small raceway at the Rangen Facility. Ex. 1009 at 19. Redundant butterfly valves will be installed immediately upstream of the tie-in point to maintain minimum upstream pressure in the pipeline under all static and operating conditions. *Id.* Throttling the butterfly valve will ensure a full pipeline upstream of the valve and that enough pumping head is developed to transport water over the mainline high-point without creating a vacuum condition. *Id.* Only one throttling valve will be utilized at a time and should the active valve need replaced, the other valve could be used to maintain delivery of water to Rangen. *Id.* Isolation valves will be installed on either side of each butterfly valve to allow for maintenance or replacement. *Id.* The butterfly valves will be housed in a buried vault on Rangen's property. *Id.*

50. Directly downstream of the valve vault, the new pipeline will connect by a tee to the existing buried steel pipeline between the hatch house and small raceway at the Rangen

Facility. Ex. 1009 at 19. A butterfly valve will be installed on the small raceway leg of the tee to allow control of flow into the small raceway. *Id.* An existing valve located in a vault near the hatch house could be used to control flow from or to the Rangen Box. *Id.* There is also an existing valve and lateral that could deliver water from the buried pipeline to the hatch house. *Id.*

51. Hardgrove testified that the tie-in design could be modified to satisfy the needs of Rangen. Tr. p. 164.

Project Schedule

52. Figure 5 on page 20 of Exhibit 1009 is IGWA's project schedule. The target date to deliver water to Rangen via the temporary pump and pipeline system is January 19, 2015. The target date to deliver up to 10 cfs to Rangen via the permanent pump and pipeline system is April 1, 2015. IGWA's project schedule does not take into account the time for processing IGWA's September 10, 2014, transfer application to add the Rangen Facility as a new place of use for up to 10 cfs from water right number 36-7072.

Project Costs

53. The engineering design provides estimated design and construction costs for the ABC Diversion and I&J Diversion alignment options, but not the proposed temporary pipeline. For the I&J Diversion alignment, the estimated design and construction cost is \$2,217,000. *Id.* at 22. For the I&J Diversion, annual system operational costs were estimated to be \$176,392. *Id.* For the ABC Diversion alignment, the estimated design and construction cost is \$2,349,000. Ex. 1009 at 21. Annual system operational costs for the ABC Diversion alignment were estimated to be \$163,966. *Id.* at 24.

54. Rangen raised concerns at the October 8, 2014, hearing regarding how design, construction, and annual system operational costs would be paid for. Tr. p. 108-09. Lynn Carlquist ("Carlquist"), chairman of the board of NSGWD, explained assessments to NSGWD members have been increased for the upcoming budget year in order to help pay for mitigation costs. Tr. p. 108. He also testified that informal discussions revealed money could be borrowed from the IWRB in order to fund the Magic Springs Project. *Id.*; Tr. p. 124-25. Carlquist stated "But I'm not too worried about finding the funds for this, either privately or from the Water Resource Board." *Id.* at 109.

Insurance

55. Carlquist testified that, as an additional protective measure, IGWA can acquire insurance to insure against aquaculture production losses due to pumping system failures. Tr. p. 53-54; Ex. 1016.

Water Quality Issues

56. The engineering design presents water quality field analysis done at both Magic Springs and Rangen, which focused on temperature, pH, electrical conductivity, specific conductance, and dissolved oxygen. Ex. 1009 at 6.

Temperature

57. The temperature of Magic Springs water is very similar to temperature readings at Rangen. Ex. 1009 at 6. The temperature of Magic Springs water is suitable for rearing trout. *Id.*

58. An AMEC temperature analysis revealed that, with use of the ABC diversion system, the maximum expected rise in temperature from the diversion to the Rangen Facility is 10.96 degrees Fahrenheit for uninsulated steel pipe and 0.08 degrees Fahrenheit for insulated steel pipe. Ex. 1009, Appendix C. With use of the I&J diversion system, the maximum expected rise in temperature is 8.8 degrees Fahrenheit for uninsulated steel pipe and 0.06 degrees Fahrenheit for insulated steel pipe. *Id.* IGWA will insulate the permanent pipeline regardless of the chosen point of diversion in order to keep the water temperature within an acceptable range for delivery to the Rangen Facility. Tr. p. 160; Tr. p. 248-49.

59. Rangen raised concerns at the hearing regarding the potential for water temperature to rise to an unacceptable range if transported through the temporary pipeline. Tr. 249. IGWA's expert Hardgrove testified: "This is the January/February/March time frame, so external temperatures will not have any heating effects on the water, more than likely, if people are concerned about an increase in temperature." Tr. p. 152.

Water Chemistry

60. IGWA gathered and analyzed water quality field data regarding dissolved oxygen, conductivity, and pH of the water at Magic Springs and Rangen. Ex. 1009 at 6. In general, the Magic Spring water had a pH and dissolved oxygen concentration similar to that found at Rangen. *Id.* The electrical conductivity and specific conductance had slightly higher readings than the water at Rangen. *Id.*

61. In its answer to interrogatory number five, Rangen stated that dissolved oxygen and pH of the water at Magic Springs as set forth in the engineering design appear to be within acceptable ranges. Ex. 1032 at 4. Hardgrove testified that, if deemed necessary, infrastructure including packed columns or aeration structures or degassing facilities could be added at the Rangen site. Tr. p. 145. Rangen raised no concerns regarding electrical conductivity or specific conductance.

62. The engineering design concludes there are no critical water quality disparities between the Magic Springs and Rangen water sources and that water from Magic Springs will be suitable for raising trout at Rangen. Ex. 1009 at 7. Rangen has previously purchased fingerlings from Magic Springs to stock in ponds and raise at the Rangen Facility. Tr. p. 219; 247. The water quality at Magic Springs is suitable for raising trout at the Rangen Facility.

63. With respect to the temporary pipeline system, Rangen raised concerns that, if used irrigation pipe delivers water to Rangen, there is a risk of contamination of water delivered from Magic Springs to the Rangen Facility. Tr. p. 241, 252.

CONCLUSIONS OF LAW

1. Idaho Code § 42-602, addressing the authority of the Director over the supervision of water distribution within water districts, provides:

The director of the department of water resources shall have direction and control of the distribution of water from all natural water sources within a water district to the canals, ditches, pumps and other facilities diverting therefrom. Distribution of water within water districts created pursuant to section 42-604, Idaho Code, shall be accomplished by watermasters as provided in this chapter and supervised by the director. The director of the department of water resources shall distribute water in water districts in accordance with the prior appropriation doctrine. The provisions of chapter 6, title 42, Idaho Code, shall apply only to distribution of water within a water district.

In addition, Idaho Code § 42-1805(8) provides the Director with authority to “promulgate, adopt, modify, repeal and enforce rules implementing or effectuating the powers and duties of the department.”

2. Idaho Code § 42-603 grants the Director authority to adopt rules governing water distribution. In accordance with chapter 52, title 67, Idaho Code, the Department adopted rules regarding the conjunctive management of surface and ground water effective October 7, 1994, (“CM Rules”). The CM Rules prescribe procedures for responding to a delivery call made by the holder of a senior-priority surface or ground water right against junior-priority ground water rights in an area having a common ground water supply. CM Rule 1.

3. CM Rule 43.01 sets forth the criteria for submission of a mitigation plan to the Director.

4. CM Rule 43.03 establishes factors that may be considered by the Director in determining whether a proposed mitigation plan will prevent injury to senior rights.

5. The Director concludes IGWA’s Fourth Mitigation Plan is an acceptable mitigation plan under the CM Rules and conditionally approves the plan. The Fourth Mitigation Plan adequately describes the actions that will be taken by IGWA to mitigate material injury to Rangen by pumping water from Magic Springs to the Rangen Facility for the beneficial purpose of fish propagation. CM Rule 43.01.d. The plan is in compliance with Idaho law. CM Rule 43.03.a. The plan has been geographically located and engineered. While IGWA has not finalized some aspects of the plan, for instance IGWA offered two possible points of diversion and also offered at least two alternative pipeline alignments, this does not render the plan unapprovable. In fact, because some aspects of the plan have not yet been finalized, this will

provide Rangen an opportunity to offer additional input on issues such as how to integrate the Magic Springs water into Rangen's system.

6. If implemented, the plan will provide water to Rangen "at the time and place required by the senior-priority water right..." CM Rule 43.03.b.

7. The permanent pipeline system proposed in the Fourth Mitigation Plan satisfies the necessary standard of temperature, water chemistry, reliability, and biosecurity. Should dissolved oxygen levels become an issue once the permanent pipeline system is constructed and operating, IGWA will be required to install an aeration system to oxygenate the water. Similarly, should it appear that gas supersaturation is an issue once the system is constructed and operating, IGWA will be required to address the issue.

8. The redundancy built into the permanent pumping and power system are the same type and design as those used by municipalities and hospitals and are of sufficient protection to justify approval of the Fourth Mitigation Plan. The system design is reliable. CM Rule 43.03.h. If IGWA builds the temporary pipeline, IGWA must provide similar redundancy for pumping and power systems.

9. While the system design near the proposed points of diversion at Magic Springs is open (i.e. there is no netting surrounding the headwaters of the springs and points of diversion), this is similar to the open systems at other fish hatcheries. Tr. p. 217-19. The open nature of these delivery systems does not cause problems for operations of fish facilities. *Id.* The system design provides adequate protection.

10. With respect to the temporary pipeline system, because the pipeline will be above ground, IGWA will be required to monitor the temperature of water delivered to the Rangen Facility through the pipeline to ensure temperatures remain within a suitable range for raising trout at the Rangen Facility.

11. Concerns were raised by Rangen about any potential contamination through the use of existing pipe to develop the temporary pipeline system. If IGWA decides to develop a temporary pipeline system, IGWA must build the pipeline using new pipe.

12. The Fourth Mitigation Plan should be approved conditioned upon the approval of the IGWA's September 10, 2014, Application for Transfer of Water Right to add the Rangen Facility as a new place of use for up to 10 cfs from water right number 36-7072 or an authorized lease through the water supply bank. The consideration of a transfer application is a separate administrative contested case evaluated pursuant to the legal standards provided in Idaho Code §§ 42-108 and 42-222. Issues of potential injury to other water users due to a transfer are most appropriately addressed in the transfer contested case proceeding.

13. An additional condition of approval is that all necessary agreements or options contracts must be reduced to final written agreements including:

- a. The IGWA/SeaPac agreement;

- b. The IGWA/IWRB agreement;
- c. Easements with Mitchell, North Side Canal Company, Hagerman Highway District, Morris, and Candy.

14. IGWA is required to pay for all costs of building, operating, maintaining, and monitoring the pipeline(s). As an additional contingency, IGWA is also required to purchase an insurance policy for the benefit of Rangen to cover any losses of fish attributable to the failure of the temporary or permanent pipeline system to the Rangen Facility. CM Rule 43.03.c

15. IGWA is entitled to know whether Rangen will refuse the replacement water. It appears Rangen will accept water provided from Magic Springs:

Question by Randy Budge, Attorney for IGWA: If [the water is] the quality of Magic [Springs], according to the tests and the testimony of Mr. Hardgrove, and according to the interrogatory answers of Rangen, that it's suitable to raise fish, if it comes in that form will you in fact begin to ramp up and change your operations and utilize it, or will you wait until April 1 when you know you have a constant supply of 5 or 6 [cfs], whatever is required, from that point on?

Response by Joy Kinyon, Rangen Manager: I think I've already answered that. But yes, if its suitable water, we will use that water for raising fish.

Tr. R. p. 253. However, to be certain, Rangen should be afforded an opportunity to consider and formally notify IGWA of its intent. Within seven (7) days from the date of this order, Rangen must state, in writing, whether it will accept the water delivered pursuant to the Magic Springs Project.

16. IGWA shall provide the 100 percent engineering design to the Department and Rangen upon its completion of the design. Objections to the 100 percent design must be filed within seven (7) days of receipt of the design. If no objections are received, the final engineering design will be deemed acceptable.

17. This approval does not modify the deadline established in the Director's approval of the Second Mitigation Plan. IGWA must provide the full 2.2 cfs mitigation required when credit for the Morris exchange agreement expires on January 19, 2015, or junior-priority ground water pumpers will face curtailment to satisfy the mitigation deficiency unless another mitigation plan has been approved and is providing water to Rangen at its time of need.

ORDER

Based upon and consistent with the foregoing, the Director hereby orders as follows:

IT IS ORDERED that the Fourth Mitigation Plan is conditionally approved. It is approved conditioned upon approval of IGWA's September 10, 2014, Application for Transfer of Water Right to add the Rangen Facility as a new place of use for up to 10 cfs from water right number 36-7072 or an authorized lease through the water supply bank. Approval is also

conditioned upon all necessary agreements or options contracts being reduced to final written agreements.

IT IS FURTHER ORDERED that, should dissolved oxygen levels become an issue once the permanent pipeline system is constructed and operating, IGWA will be required to install an aeration system to oxygenate the water. Similarly, should it appear that gas supersaturation is an issue once the system is constructed and operating; IGWA will be required to address the issue.

IT IS FURTHER ORDERED that, if IGWA builds the temporary pipeline, IGWA must provide similar redundancy for the pumping and power system as proposed for the permanent pipeline pumping and power system. IGWA must also monitor the temperature of water delivered to the Rangen Facility through the temporary pipeline to ensure temperatures remain within a suitable range for raising trout at the Rangen Facility. In addition, if IGWA decides to construct a temporary pipeline system, IGWA must build the pipeline with new pipe.

IT IS FURTHER ORDERED that IGWA is required to purchase an insurance policy for the benefit of Rangen to cover any losses of fish attributable to the failure of the temporary or permanent pipeline system to the Rangen Facility.

IT IS FURTHER ORDERED that, within seven (7) days from the date of this order, Rangen must state, in writing, whether it will accept water delivered pursuant to the Magic Springs Project. Rangen must submit its written acceptance/rejection to the Department and IGWA. The written acceptance/rejection must state whether Rangen will accept the Magic Springs water and whether Rangen will allow construction on its land related to placement of the delivery pipe. If the Fourth Mitigation Plan is rejected by Rangen or Rangen refuses to allow construction in accordance with an approved plan, IGWA's mitigation obligation is suspended.

IT IS FURTHER ORDERED that IGWA shall provide the 100 percent engineering design to the Department and Rangen upon its completion of the design. Objections to the 100 percent design must be filed within seven (7) days of receipt of the design. If no objections are received, the final engineering design will be deemed acceptable.

IT IS FURTHER ORDERED that failure to provide water by January 19, 2015, to Rangen to satisfy the 2.2 cfs mitigation deficiency will result in curtailment of junior water rights, unless another mitigation plan has been approved and is providing water to Rangen at its time of need. If IGWA fails to satisfy this obligation, at 12:01 a.m. on or before January 19, 2015, users of ground water holding consumptive water rights bearing priority dates junior to August 12, 1973, listed in Attachment A to this order, within the area of common ground water, located west of the Great Rift, and within a water district that regulates ground water, shall curtail/refrain from diversion and use of ground water pursuant to those water rights unless notified by the Department that the order of curtailment has been modified or rescinded as to their water rights. This order shall apply to all consumptive ground water rights, including agricultural, commercial, industrial, and municipal uses, but excluding ground water rights used for *de minimis* domestic purposes where such domestic use is within the limits of the definition set forth in Idaho Code § 42-111 and ground water rights used for *de minimis* stock watering

where such stock watering use is within the limits of the definitions set forth in Idaho Code § 42-1401A(11), pursuant to IDAPA 37.03.11.020.11.

IT IS FURTHER ORDERED that the watermasters for the water districts within the area of common ground water, located west of the Great Rift, and who regulate ground water, are directed to issue written notices to the holders of the consumptive ground water rights listed in Attachment A to this order. The water rights on the list bear priority dates equal or junior to August 12, 1973. The written notices are to advise the holders of the identified ground water rights that their rights are subject to curtailment in accordance with the terms of this order.

IT IS FURTHER ORDERED that this is a FINAL ORDER of the agency. Any party may file a petition for reconsideration of this final order within fourteen (14) days of the service of this order. The agency will dispose of the petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law pursuant to Idaho Code § 67-5246.

IT IS FURTHER ORDERED that pursuant to sections 67-5270 and 67-5272, Idaho Code, any party aggrieved by the final order or orders previously issued by the Director in this matter may appeal the final order and all previously issued orders in the matter to district court by filing a petition in the district court of the county in which a hearing was held, the final agency action was taken, the party seeking review of the order resides, or 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: (a) of the service date of the final order; (b) of an order denying petition for reconsideration; or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration, whichever is later. See Idaho Code § 67-5273. The filing of an appeal to district court does not in itself stay the effectiveness or enforcement of the order under appeal.

Dated this 29th day of October 2014.


GARY SPACKMAN
Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 29th, 2014, I served a true and correct copy of the *ORDER APPROVING IGWA'S FOURTH MITIGATION PLAN* on the persons listed below by the method indicated.

RANDALL C BUDGE
THOMAS J BUDGE
RACINE OLSON NYE BUDGE &
BAILEY CHARTERED
201 E CENTER STREET
PO BOX 1391
POCATELLO, ID 83204
rcb@racinelaw.net
tjb@racinelaw.net
bjh@racinelaw.net

- U.S. Mail, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

J JUSTIN MAY
MAY BROWNING & MAY PLLC
1419 W WASHINGTON
BOISE ID 83702-5039
jmay@maybrowning.com
bev@maybrowning.com

- U.S. Mail, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

ROBYN BRODY
BRODY LAW OFFICE PLLC
PO BOX 554
RUPERT ID 83350-0554
robynbrody@hotmail.com

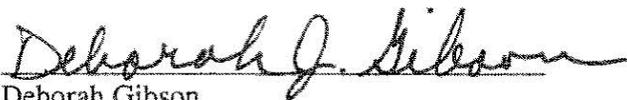
- U.S. Mail, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

FRITZ X HAEMMERLE
HAEMMERLE HAEMMERLE
PO BOX 1800
HAILEY ID 83333-1800
fxh@haemlaw.com

- U.S. Mail, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

KATHY MCKENZIE
PO BOX 109
HAGERMAN ID 83332
knbmac@q.com

- U.S. Mail, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email



Deborah Gibson
Administrative Assistant to the Director

ATTACHMENT A

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
2+RANCH LLC	36-16161	8/9/1975	2.97	IRRIGATION, MITIGATION	395.5
2+RANCH LLC	36-16163	8/9/1975	0.02	MITIGATION	
4 BROS DAIRY INC	37-20613	12/19/1974	1.12	STOCKWATER, COMMERCIAL	
4 BROS DAIRY INC	37-20614	12/19/1974	0.58	STOCKWATER, COMMERCIAL	
4 BROS DAIRY INC	37-22653	5/16/1980	0.02	STOCKWATER, COMMERCIAL	
4 BROS DAIRY INC	37-7033	7/5/1988	2.16	IRRIGATION	211
4 BROS DAIRY INC	37-7278	9/10/1973	6	IRRIGATION	390.9
4 BROS DAIRY INC	37-7575	3/28/1977	2.21	IRRIGATION	349
4 BROS DAIRY INC	37-8813	10/14/1983	0.13	STOCKWATER, COMMERCIAL	
4 BROS DAIRY INC	37-8814	7/10/1983	0.1	STOCKWATER, COMMERCIAL	
93 GOLF RANCH	36-7573	10/31/1975	2.92	IRRIGATION	188
A & B IRRIGATION DISTRICT; UNITED STATES OF AMERICA ACTING THROUGH	36-15127B*	4/1/1984	28.89	IRRIGATION	82610
A & B IRRIGATION DISTRICT; UNITED STATES OF AMERICA ACTING THROUGH	36-15193B*	4/1/1965	0.31	IRRIGATION	82610
A & B IRRIGATION DISTRICT; UNITED STATES OF AMERICA ACTING THROUGH	36-15194B*	4/1/1968	2.51	IRRIGATION	82610
A & B IRRIGATION DISTRICT; UNITED STATES OF AMERICA ACTING THROUGH	36-15195B*	4/1/1978	2.24	IRRIGATION	82610
A & B IRRIGATION DISTRICT; UNITED STATES OF AMERICA ACTING THROUGH	36-15196B*	4/1/1981	0.08	IRRIGATION	82610
AARDEMA FARMS LTD PARTNERSHIP	36-10225F	5/1/1985	0.01	STOCKWATER	
AARDEMA FARMS LTD PARTNERSHIP	36-14035B	5/26/1976	0.42	STOCKWATER, COMMERCIAL	
AARDEMA FARMS LTD PARTNERSHIP	36-15256C*	3/15/1975	0.92	IRRIGATION	401.6
AARDEMA FARMS LTD PARTNERSHIP	36-15256D	3/15/1975	0.11	STOCKWATER, COMMERCIAL	
AARDEMA FARMS LTD PARTNERSHIP	36-15563	2/26/1979	1.91	IRRIGATION	608
AARDEMA FARMS LTD PARTNERSHIP	36-16275	5/28/1974	0.19	IRRIGATION	302.7
AARDEMA FARMS LTD PARTNERSHIP	36-16277	2/4/1976	0.17	IRRIGATION	302.7
AARDEMA FARMS LTD PARTNERSHIP	36-16279	2/22/1978	0.57	IRRIGATION	302.7
AARDEMA FARMS LTD PARTNERSHIP	36-16281	12/11/1978	0.03	IRRIGATION	302.7
AARDEMA FARMS LTD PARTNERSHIP	36-16283*	5/1/1985	0.17	IRRIGATION	302.7
AARDEMA FARMS LTD PARTNERSHIP	36-16449	5/26/1976	0.19	STOCKWATER, COMMERCIAL	
AARDEMA FARMS LTD PARTNERSHIP	36-16891	1/10/1997	0.06	STOCKWATER	
AARDEMA FARMS LTD PARTNERSHIP	36-16893	11/1/1979	0.02	STOCKWATER	
AARDEMA FARMS LTD PARTNERSHIP	36-16896	5/26/1976	6.03	IRRIGATION	435.1
AARDEMA FARMS LTD PARTNERSHIP	36-16897	5/26/1976	0.23	STOCKWATER, COMMERCIAL	
AARDEMA FARMS LTD PARTNERSHIP	36-7477F	5/28/1974	0.01	STOCKWATER	
AARDEMA FARMS LTD PARTNERSHIP	36-7606F	2/4/1976	0.01	STOCKWATER	
AARDEMA FARMS LTD PARTNERSHIP	36-7734	3/11/1977	1	IRRIGATION, STOCKWATER, COMMERCIAL, DOMESTIC	30
AARDEMA FARMS LTD PARTNERSHIP	36-7779F	2/22/1978	0.02	STOCKWATER	
AARDEMA FARMS LTD PARTNERSHIP	36-7832F	12/11/1978	0.01	STOCKWATER	
AARDEMA FARMS LTD PARTNERSHIP	36-8169	4/6/1983	0.26	STOCKWATER, COMMERCIAL	
AARDEMA FARMS LTD PARTNERSHIP	36-8517	4/3/1990	0.04	STOCKWATER, COMMERCIAL	
AARDEMA, CORNELIA; AARDEMA, FRANS; BOX CANYON LAND HOLDINGS LLC; HEIDA, MARY JANE; HEIDA, THOMAS	36-15181*	3/15/1982	0.23	IRRIGATION	54
AARDEMA, CORNELIA; AARDEMA, FRANS; BOX CANYON LAND HOLDINGS LLC; HEIDA, MARY JANE; HEIDA, THOMAS	36-7387D	10/27/1973	0.15	STOCKWATER, COMMERCIAL	
AARDEMA, CORNELIA; AARDEMA, FRANS; BOX CANYON LAND HOLDINGS LLC; HEIDA, MARY JANE; HEIDA, THOMAS	36-7650A	7/30/1976	1.22	IRRIGATION	220

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
AARDEMA, CORNELIA; AARDEMA, FRANS; BOX CANYON LAND HOLDINGS LLC; HEIDA, MARY JANE; HEIDA, THOMAS	36-8305	2/14/1986	1.9	IRRIGATION	95
AARDEMA, CORNELIA; AARDEMA, FRANS; BOX CANYON LAND HOLDINGS LLC; HEIDA, MARY JANE; HEIDA, THOMAS	36-8362	6/3/1988	1	STOCKWATER, COMMERCIAL	
AARDEMA, DONALD J	36-8548	5/11/1990	0.06	STOCKWATER	
AARDEMA, DONALD JOHN	36-10225H*	5/1/1985	0.01	IRRIGATION	3
AARDEMA, DONALD JOHN	36-7477H	5/28/1974	0.01	IRRIGATION	3
AARDEMA, DONALD JOHN	36-7606H	2/4/1976	0.01	IRRIGATION	3
AARDEMA, DONALD JOHN	36-7779H	2/22/1978	0.01	IRRIGATION	3
AARDEMA, DONALD JOHN	36-7832H	12/11/1978	0.01	IRRIGATION	3
AARON BALL FARMS INC	36-8183	5/12/1983	0.66	STOCKWATER, COMMERCIAL	
ABC AGRA LLC	36-8484	12/11/1989	0.08	COMMERCIAL, DOMESTIC	
ADKINS, GINA; ADKINS, RICK	36-8525	3/2/1990	0.06	IRRIGATION, DOMESTIC	1
AKL PROPERTIES LLC	36-16944	12/11/1981	1.72	IRRIGATION	295.7
ALLEN, BETTY; ALLEN, BUD	37-21225	1/29/1974	0.02	IRRIGATION	1
ALLEN, HERB; ALLEN, MARY CHUGG; LLOYD, DANIEL; TIERNEY LLOYD, MONA LISA	36-8523	4/25/1990	1.89	IRRIGATION	115
ALLEN, JANE C; ALLEN, WAYNE R	36-7418	12/11/1973	3.48	IRRIGATION	217
ALLEN, PATRICIA; ALLEN, STEPHEN B	37-21226	1/29/1974	2.72	IRRIGATION	154
ALLEN, REX	36-7649	10/19/1976	0.26	IRRIGATION, DOMESTIC	12
ALLIANCE LAND & LIVESTOCK LLC	45-13520*	3/15/1976	0.23	IRRIGATION	3088.3
ALLIANCE LAND & LIVESTOCK LLC	45-14104	6/30/1985	0.09	IRRIGATION	3088.3
ALLIANCE LAND & LIVESTOCK LLC	45-14105	6/30/1985	0.01	STOCKWATER, COMMERCIAL	
ALLIANCE LAND & LIVESTOCK LLC	45-14254	5/16/1980	0.08	IRRIGATION	3088.3
ALLIANCE LAND & LIVESTOCK LLC	45-14255*	5/26/1971	0.02	IRRIGATION	3088.3
ALLIANCE LAND & LIVESTOCK LLC	45-14256	9/12/1973	0.24	IRRIGATION	3088.3
ALLIANCE LAND & LIVESTOCK LLC	45-14257	5/4/1978	0.51	STOCKWATER, COMMERCIAL	
ALLIANCE LAND & LIVESTOCK LLC	45-7243	7/1/1975	2.19	IRRIGATION	3088.3
ALLIANCE LAND & LIVESTOCK LLC	45-7482A	11/24/1981	2.18	IRRIGATION	3088.3
ALLIANCE LAND & LIVESTOCK LLC	45-7482B	11/24/1981	1.99	IRRIGATION	3088.3
ALLIANCE LAND & LIVESTOCK LLC	45-7513	10/13/1982	0.31	IRRIGATION	3088.3
ALLRED, JACKSON W; SMITH, MIRIAM ALLRED	45-11142	6/30/1985	3.11	IRRIGATION	2073
ANDERLAND LLC	45-14070	2/6/1979	0.01	IRRIGATION	8.4
ANDERSEN, ALAN H; ANDERSEN, NORMA	45-13394	2/6/1979	0.05	STOCKWATER, COMMERCIAL	
ANDERSON, DONALD M; ANDERSON, JOAN	36-8285	6/14/1985	0.04	IRRIGATION	2
ANDERSON, GEORGE; ANDERSON, MARILYN	36-7777	2/7/1978	1.33	IRRIGATION	75
ANDERSON, SHERRY; HARRIS, STEVEN; JENSEN, CINDY	36-7897	2/25/1980	2.84	IRRIGATION	203
ANDRESEN DAIRY LLC	36-16381	9/12/1973	0.08	STOCKWATER, COMMERCIAL	
ANDRESEN DAIRY LLC	36-8215	6/22/1983	0.07	STOCKWATER, COMMERCIAL, DOMESTIC	
ANDRESEN DAIRY LLC	36-8735	1/10/1992	0.04	STOCKWATER, COMMERCIAL	
ANDREWS, GERALD CLINTON; ANDREWS, MARIAN J	36-15227*	8/27/1973	0.7	IRRIGATION	163
ARCOOSH, KAREN A; ARCOOSH, WILLIAM	37-7570	3/9/1977	4.29	IRRIGATION	277
ASTLE, DOUGLAS D; ASTLE, JANIS L	37-8296	5/11/1987	4.01	IRRIGATION	357.2
ASTLE, GERALDINE; ASTLE, SEM D	37-7538	11/2/1976	4.18	IRRIGATION	285

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
ASTLE, MICHELE	37-8125	6/23/1983	0.04	STOCKWATER, COMMERCIAL, DOMESTIC	
ASTLE, RICK J; ASTLE, TANYA R	37-7264	8/21/1973	3.42	IRRIGATION	192
ASTORQUIA, FRANK	37-7475	2/12/1976	0.7	IRRIGATION	35
ASTORQUIA, FRANK	37-8338	5/19/1994	0.6	IRRIGATION	72
ASTORQUIA, FRANK; ASTORQUIA, JOSEPHINE	37-7460	7/3/2002	3.33	IRRIGATION	258
B & H FARMING	36-11643*	4/1/1981	1	IRRIGATION	448
B & H FARMING	36-15226*	6/15/1973	0.36	IRRIGATION	658
B & H FARMING	36-16206	4/14/1983	1.91	IRRIGATION	152
B & H FARMING	36-4264*	4/1/1974	2	IRRIGATION	455
B 4 DAIRY	36-7732B	10/21/1977	0.4	STOCKWATER, COMMERCIAL	
B 4 DAIRY	36-7732C	10/21/1977	2.64	IRRIGATION	132
B 4 DAIRY	36-7732D	10/21/1977	0.34	STOCKWATER, COMMERCIAL	
B-4 DAIRY LLC	36-8050	12/11/1981	2.34	IRRIGATION	403.3
BAAR, ANNA E; BAAR, THEODORE; NORTHWEST FARM CREDIT SERVICES FLCA	36-8478	11/7/1989	0.47	STOCKWATER, COMMERCIAL, DOMESTIC	
BAILEY, CALVIN M; BAILEY, DE ANN W	36-7735	7/25/1977	1.75	IRRIGATION	105
BAILEY, CARL W; BAILEY, STEPHANIE G	36-16981	3/4/1976	1	IRRIGATION	50
BAILEY, CARL W; BAILEY, STEPHANIE G	36-7615	3/4/1976	1.6	IRRIGATION	203
BAILEY, PATSY J; BAILEY, QUINN W	36-7941	9/17/1980	0.13	STOCKWATER, COMMERCIAL	
BAKER, DARRELL JAMES	36-13065A	3/15/1981	0.66	IRRIGATION	260.7
BAKER, DARRELL JAMES	36-13065B	3/15/1981	0.16	IRRIGATION	634.4
BAKER, DWAIN D; BAKER, LINDA	45-4216B	6/30/1985	0.01	IRRIGATION	7
BANDY, BONNIE; BANDY, BRADLEY W	36-7473	5/14/1974	0.1	IRRIGATION	5
BANNOCK PAVING CO	36-7470	4/26/1974	0.33	INDUSTRIAL	
BARNES, T H; COLLINS, LARRY	36-8780	4/17/1998	0.04	IRRIGATION, DOMESTIC	1
BARRYMORE EST SUBDIVISION WATER USERS	36-8155	3/4/1983	0.07	STOCKWATER, DOMESTIC	
BARRYMORE, BLAKE; BARRYMORE, DEBORAH	37-8145	7/7/1983	0.17	COMMERCIAL	
BAXTER, DAVID W; BAXTER, ELIZABETH R	36-7948	11/21/1980	0.87	IRRIGATION	160
BECK, BART L; BECK, DANENE	45-7263	3/30/1976	3	IRRIGATION	997.5
BECK, DAVID; BECK, SUSAN K	45-13907*	4/13/1971	0.11	STOCKWATER	
BECK, DAVID; BECK, SUSAN K	45-14304*	4/13/1971	2.14	IRRIGATION	1766
BECK, PAIGE	45-10679*	4/1/1977	0.22	IRRIGATION	301.8
BECK, PAIGE	45-10777B*	3/15/1976	0.23	IRRIGATION	151
BECK, SCOTT W	45-14448*	4/1/1977	0.3	IRRIGATION	427.7
BECKLEY, BONNIE B; BECKLEY, RON K	37-8138	6/29/1983	0.12	STOCKWATER, COMMERCIAL	
BEEM, DONNA L; BEEM, KENNETH C	36-7695	4/13/1977	1	IRRIGATION	50
BEEM, STEVEN G	36-7609	2/19/1976	3.18	IRRIGATION, STOCKWATER	295
BENNETT, CAROLE R; BENNETT, JOHN D	37-20931	5/5/2003	0.12	IRRIGATION	4.3
BEORCHIA PROPERTIES & HOLDINGS LLC	36-8108	8/16/1982	0.03	IRRIGATION, STOCKWATER, DOMESTIC	5
BETTENCOURT, LUIS M	36-10821A	6/1/1979	2.45	IRRIGATION	138
BETTENCOURT, LUIS M	36-10821B	6/9/1979	10.2	IRRIGATION	626.5
BETTENCOURT, LUIS M	36-15161*	3/15/1977	0.14	IRRIGATION	258
BETTENCOURT, LUIS M	36-15174A	11/21/1973	3.08	IRRIGATION	154
BETTENCOURT, LUIS M	36-15174B	11/21/1973	0.12	IRRIGATION	128
BETTENCOURT, LUIS M	36-15354	1/6/1975	2.3	IRRIGATION	193.4
BETTENCOURT, LUIS M	36-7368B	8/16/1973	0.04	STOCKWATER, COMMERCIAL	
BETTENCOURT, LUIS M	36-7373	8/31/1973	4.46	IRRIGATION	258

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
BETTENCOURT, LUIS M	36-7499B	9/4/1974	0.12	IRRIGATION	128
BETTENCOURT, LUIS M	36-7605	2/4/1976	1.04	IRRIGATION, MITIGATION	29.6
BETTENCOURT, LUIS M	36-7608	2/24/1976	0.82	IRRIGATION	128
BETTENCOURT, LUIS M	36-8081	3/7/1983	0.42	IRRIGATION	22
BETTENCOURT, LUIS M	36-8135	11/5/1983	0.06	STOCKWATER, DOMESTIC	
BETTENCOURT, LUIS M	36-8302	11/14/1985	0.96	IRRIGATION	193.4
BETTENCOURT, LUIS M	36-8739	5/10/1995	1	IRRIGATION	108.6
BETTENCOURT, LUIS M	36-8740	5/10/1995	0.53	IRRIGATION	126.5
BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	36-14595A*	5/1/1978	1.31	IRRIGATION	414.8
BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	36-14595B*	5/1/1978	0.1	STOCKWATER, COMMERCIAL	
BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	36-16162	8/9/1975	0.01	STOCKWATER, COMMERCIAL	
BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	36-7591D	12/29/1975	5.54	IRRIGATION	414.8
BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	36-7591E	12/29/1975	0.52	STOCKWATER, COMMERCIAL	
BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	36-8062	2/9/1982	0.05	STOCKWATER, COMMERCIAL, DOMESTIC	
BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	36-8411	4/18/1989	0.5	STOCKWATER, COMMERCIAL	
BETTENCOURT, LUIS M; BETTENCOURT, SHARON L	37-8865	3/25/1974	0.24	STOCKWATER, COMMERCIAL	
BHB FARMS INC	36-7494	8/12/1974	3.2	IRRIGATION	160
BHB FARMS INC	36-8144	2/2/1983	0.84	IRRIGATION	42
BICKETT, HARVEY B; BICKETT, MYRNA	37-8366	7/14/1988	0.06	IRRIGATION, DOMESTIC	0.8
BIG SKY DAIRY	36-7366B	8/13/1973	0.11	STOCKWATER	
BIG SKY DAIRY	36-7367C	8/13/1973	0.33	STOCKWATER, COMMERCIAL	
BIG SKY DAIRY	36-7367G	8/13/1973	0.66	STOCKWATER, COMMERCIAL	
BIG SKY DAIRY	36-7367K	8/13/1973	2.62	IRRIGATION	451.3
BIG SKY DAIRY	36-7367L	8/13/1973	2.52	IRRIGATION	762.6
BIG SKY DAIRY	36-7381C	9/19/1973	0.05	STOCKWATER, COMMERCIAL	
BIG SKY DAIRY	36-7381G	9/19/1973	0.11	STOCKWATER, COMMERCIAL	
BIG SKY DAIRY	36-7381K	9/19/1973	0.43	IRRIGATION	451.3
BIG SKY DAIRY	36-7381L	9/19/1973	0.42	IRRIGATION	762.6
BIG SKY DAIRY	36-7402	11/8/1973	2.78	IRRIGATION	451.3
BIG SKY DAIRY	36-7445C	2/21/1974	0.1	STOCKWATER, COMMERCIAL	
BIG SKY DAIRY	36-7445G	2/21/1974	0.19	STOCKWATER, COMMERCIAL	
BIG SKY DAIRY	36-7445K	2/21/1974	0.77	IRRIGATION	451.3
BIG SKY DAIRY	36-7445L	2/21/1974	0.74	IRRIGATION	762.6
BIG SKY DAIRY	36-7480D	5/31/1974	0.21	STOCKWATER, COMMERCIAL	
BIG SKY DAIRY	36-7480H	5/31/1974	0.43	STOCKWATER, COMMERCIAL	
BIG SKY DAIRY	36-7480L	5/31/1974	1.73	IRRIGATION	451.3
BIG SKY DAIRY	36-7480M	5/31/1974	1.66	IRRIGATION	762.6
BIG SKY DAIRY	37-7388	9/30/1974	0.78	IRRIGATION	39
BIG SKY DAIRY	37-7419B	1/29/1975	0.14	IRRIGATION	7
BIG SKY DAIRY	37-7419C	1/29/1975	2.02	IRRIGATION	762.6
BIG SKY DAIRY	37-7435A	4/22/1975	0.74	IRRIGATION	762.6
BIG SKY DAIRY	37-7440A	5/31/1974	1.47	IRRIGATION	762.6
BIG SKY DAIRY	37-7488	4/15/1976	1.98	IRRIGATION	99
BIG SKY DAIRY	37-7639A	7/8/1977	2.76	IRRIGATION	762.6
BIG SKY DAIRY	37-7805	3/25/1975	0.78	IRRIGATION	39
BIG SKY DAIRY	37-8054	7/1/1983	3.34	IRRIGATION	167

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
BIG SKY DAIRY	45-13549*	8/21/1978	0.76	IRRIGATION, STOCKWATER, COMMERCIAL	863
BIG SKY DAIRY	45-13853	6/30/1985	2.27	IRRIGATION	2077
BIG SKY DAIRY	45-13854	6/30/1985	1.66	IRRIGATION	2077
BIG SKY DAIRY	45-7258	2/2/1976	4.49	IRRIGATION	880
BIG SKY DAIRY	45-7276	10/13/1976	3	IRRIGATION	880
BIG SKY DAIRY	45-7335	9/19/1978	6.68	IRRIGATION, STOCKWATER, COMMERCIAL	863
BIG SKY DAIRY	45-7340A	2/2/1978	2.93	IRRIGATION	880
BIG SKY DAIRY	45-7355	8/21/1978	6.4	IRRIGATION, STOCKWATER, COMMERCIAL	863
BINGHAM II, WALLACE S; BINGHAM, NANCY L	36-7802B	6/16/1978	1.4	IRRIGATION	522.5
BINGHAM, LAVERLE M	36-8425	6/23/1989	0.88	IRRIGATION	105
BINGHAM, MARJORIE J; BINGHAM, THOMAS O	37-7473	2/4/1976	3.46	IRRIGATION	439
BLACK BUTTE HILLS LLC	36-15233*	4/6/1980	0.73	IRRIGATION	180
BLAINE COUNTY SCHOOL DISTRICT #61	37-21742	4/17/2006	0.8	IRRIGATION	20
BLAINE COUNTY SCHOOL DISTRICT #61	37-22542	4/30/2010	3.65	HEATING, COOLING	
BLALACK, JOANN K; SCHMIDT, CHESTER A	36-8208	5/20/1985	0.1	IRRIGATION, DOMESTIC	2
BLINCOE FARMS INC	36-15362*	4/1/1981	2.8	IRRIGATION	960
BLINCOE FARMS INC	36-7413	11/30/1973	5.18	IRRIGATION	960
BLIND CANYON AQUA RANCH INC	36-8299	10/21/2001	14.2	FISH PROPAGATION	
BLISS ACRES LLC; BOSMA, JACOB F	37-8487B	1/25/1989	0.18	STOCKWATER, COMMERCIAL	
BLISS LLC	37-7381	9/11/1974	0.8	IRRIGATION	40
BLISS LLC	37-7761A	5/8/1980	0.07	STOCKWATER, DOMESTIC	
BLISS LLC	37-7761B	5/8/1980	1.21	IRRIGATION	146
BLISS, GARY B	36-8459	9/22/1989	0.04	IRRIGATION	2.4
BLUE LAKES COUNTRY CLUB INC	36-8439	8/17/1989	0.18	COMMERCIAL	
BLUE SKY RANCH; KRUCKER, KATHLEEN; KRUCKER, ROBERT	36-16184	6/30/1983	0.13	STOCKWATER, DOMESTIC	
BLUE SKY RANCH; KRUCKER, KATHLEEN; KRUCKER, ROBERT	36-8482	11/7/1989	0.05	STOCKWATER	
BOER DAIRY LLC	36-7617	3/11/1976	10	IRRIGATION	920
BOER JR, ADRIAN K; BOER, LINDA M; NORTHWEST FARM CREDIT SERVICES FLCA	36-8359	6/15/1988	0.29	STOCKWATER, COMMERCIAL	
BOKMA, FLORA; BOKMA, HARRY B	36-8662	5/26/1992	0.18	STOCKWATER, COMMERCIAL	
BOLDT, LAWRENCE P; BOLDT, MARCY M	45-7370	1/24/1979	0.11	IRRIGATION, STOCKWATER	5.6
BONAWITZ, DANI; BONAWITZ, DUKE	36-8065	2/17/1982	0.12	IRRIGATION, DOMESTIC	5
BOOT JACK DAIRY PARTNERSHIP	37-20395	3/16/1982	2.1	IRRIGATION	277.4
BOOT JACK DAIRY PARTNERSHIP	37-20396	3/16/1982	0.08	STOCKWATER, COMMERCIAL	
BORBA, JOSE; BORBA, MARIA	36-16240	1/7/1974	0.01	STOCKWATER, COMMERCIAL	
BORBA, JOSE; BORBA, MARIA	36-8731	7/13/1994	0.08	STOCKWATER, DOMESTIC	
BORBA, JOSE; BORBA, MARIA	37-21318	1/7/1974	0.13	IRRIGATION, MITIGATION	4.5
BOSMA, JACOB F	37-8487C	1/25/1989	0.48	IRRIGATION	97.9
BOTHOF, GERALDA; BOTHOF, ROGER W	36-8805	10/31/2000	0.03	IRRIGATION	0.8
BOTT, BRIAN; BOTT, KELLI	36-16621	7/3/1974	2.32	IRRIGATION	135
BOWEN THEATRE CO	36-8631	11/7/1991	0.04	DOMESTIC	
BOWMAN, GARY F	37-7465B	12/1/1975	2.22	IRRIGATION	132
BOX CANYON DAIRY	36-8713	8/6/1993	0.04	STOCKWATER	
BOX CANYON LAND HOLDINGS LLC	36-10044*	3/1/1984	0.55	IRRIGATION	124
BOX CANYON LAND HOLDINGS LLC	36-15991	11/29/1973	0.08	STOCKWATER, COMMERCIAL	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
BOX CANYON LAND HOLDINGS LLC	36-16274	5/28/1974	0.29	IRRIGATION	444
BOX CANYON LAND HOLDINGS LLC	36-16276	2/4/1976	0.29	IRRIGATION	444
BOX CANYON LAND HOLDINGS LLC	36-16278	2/22/1978	0.86	IRRIGATION	444
BOX CANYON LAND HOLDINGS LLC	36-16280	12/11/1978	0.08	IRRIGATION	444
BOX CANYON LAND HOLDINGS LLC	36-16282*	5/1/1985	0.26	IRRIGATION	444
BOX CANYON LAND HOLDINGS LLC	36-16497	11/29/1973	1.24	IRRIGATION	126.2
BOX CANYON LAND HOLDINGS LLC	36-16498	11/29/1973	0.16	STOCKWATER, COMMERCIAL	
BOX CANYON LAND HOLDINGS LLC	36-7387A	10/27/1973	0.44	IRRIGATION	33.7
BOX CANYON LAND HOLDINGS LLC	36-7387C	10/27/1973	0.17	IRRIGATION	33.7
BOX CANYON LAND HOLDINGS LLC	36-7450A	3/6/1974	5.2	IRRIGATION	261
BOX CANYON LAND HOLDINGS LLC	36-7585	12/9/1975	0.52	IRRIGATION	97
BOX CANYON LAND HOLDINGS LLC	36-7713A	8/13/1977	0.85	IRRIGATION	107
BOX CANYON LAND HOLDINGS LLC	36-7713B	8/13/1977	0.13	STOCKWATER, COMMERCIAL	
BOX CANYON LAND HOLDINGS LLC	36-7871	9/24/1979	1	IRRIGATION, STOCKWATER, COMMERCIAL	40
BRADLEY, DAWN ANN; BRADLEY, R BRUCE	36-8112	9/7/1982	0.04	IRRIGATION, COMMERCIAL, DOMESTIC	1
BRANCHFLOWER, KATHERINE L; BRANCHFLOWER, MICHAEL G	36-8581	3/13/1991	0.74	IRRIGATION	39
BRANDSMA, ANN; BRANDSMA, HILL A	36-16028	5/28/1974	0.21	IRRIGATION	318
BRANDSMA, ANN; BRANDSMA, HILL A	36-16030	2/4/1976	0.19	IRRIGATION	318
BRANDSMA, ANN; BRANDSMA, HILL A	36-16032	2/22/1978	0.61	IRRIGATION	318
BRANDSMA, ANN; BRANDSMA, HILL A	36-16034	12/11/1978	0.05	IRRIGATION	318
BRANDSMA, ANN; BRANDSMA, HILL A	36-16036*	5/1/1985	0.18	IRRIGATION	318
BRANDSMA, ANN; BRANDSMA, HILL A	36-7574	10/30/1975	1.5	IRRIGATION	108
BRANDSMA, ANN; BRANDSMA, HILL A	36-7576	11/17/1975	1.97	IRRIGATION	140
BRANDSMA, ANN; BRANDSMA, HILL A	36-7799	6/27/1978	0.8	IRRIGATION	40
BRANDSMA, ANN; BRANDSMA, HILL A	36-8140	1/21/1983	0.11	STOCKWATER, COMMERCIAL	
BRANDSMA, DEBRA K; BRANDSMA, KENNETH A	36-7513	11/29/1974	1.73	IRRIGATION	152
BRANDSMA, DEBRA K; BRANDSMA, KENNETH A	36-8252D	10/17/1984	0.52	STOCKWATER, COMMERCIAL	
BRANDSMA, DEBRA K; BRANDSMA, KENNETH A	36-8787	1/22/1999	1.05	IRRIGATION	152
BRANDSMA, HILL A	36-8063D	3/18/1982	0.28	STOCKWATER, COMMERCIAL	
BRETZ, WAYNE E	37-7376	8/14/1974	0.09	IRRIGATION, STOCKWATER, DOMESTIC	5
BROWN II, ROBERT BURTON; BROWN, MARIA CHRISTENSEN	45-14189*	3/15/1968	0.01	IRRIGATION	3
BROWN, AUSTIN; BROWN, REED	36-7484	6/12/1974	0.18	IRRIGATION, DOMESTIC	13
BROWN, JAY A; BROWN, MARIE H	36-8111	8/20/1982	0.76	IRRIGATION	309.8
BROWNING FAMILY LLC	36-10123*	4/1/1977	1.78	IRRIGATION	429
BUERKLE, ARLEN E; BUERKLE, MARY LEE	36-8519	4/10/1990	0.09	IRRIGATION, COMMERCIAL	1.5
BURLEY IRRIGATION DISTRICT	45-7720	9/27/1993	0.09	DOMESTIC	
BURLEY WEST INVESTMENTS LLC	45-13522*	3/15/1976	1.05	IRRIGATION	358.6
BURTON, JERRY; BURTON, SUZANNE	36-8181	4/28/1983	0.09	IRRIGATION, DOMESTIC	1.5
BUSMAN, JOHN R; BUSMAN, SHERRY A	36-10640	6/1/1978	0.04	STOCKWATER, DOMESTIC	
BUSMAN, JOHN R; BUSMAN, SHERRY A	36-16182	1/7/1974	0.04	STOCKWATER, COMMERCIAL	
BUSMAN, JOHN R; BUSMAN, SHERRY A	37-21134	1/7/1974	0.31	IRRIGATION, MITIGATION	18.9
BUTTARS FAMILY LTD PARTNERSHIP	36-8453	9/21/1989	0.04	COMMERCIAL	
BUTTERFIELD, LEE	45-7200	11/19/1974	0.33	IRRIGATION	29
BUXTON, ANNA LEE; BUXTON, BILL W	36-7496	8/13/1974	0.33	IRRIGATION	27
C DE KRUYF DAIRY PARTNERSHIP	36-15993	7/31/1974	0.52	IRRIGATION	116

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
C DE KRUYF DAIRY PARTNERSHIP	36-7491	7/31/1974	1.64	IRRIGATION	120
C DE KRUYF DAIRY PARTNERSHIP	36-8539	4/13/1990	0.27	IRRIGATION, STOCKWATER, COMMERCIAL, DOMESTIC	1
CALDERON, DAVID	36-8463	9/18/1989	0.02	COMMERCIAL	
CALKINS, LAWRENCE L	37-20382	3/1/2001	0.07	DOMESTIC	
CALKINS, LAWRENCE L	37-20383	3/12/2001	0.07	DOMESTIC	
CALKINS, LAWRENCE L	37-22596	2/15/2011	0.07	DOMESTIC	
CALKINS, LAWRENCE L; CALKINS, SANDRA L	37-21384	12/6/2004	0.07	DOMESTIC	
CALLEN, JERRY; CALLEN, PATRICIA	36-7384	10/4/1973	2.26	IRRIGATION	130
CALLEN, JERRY; CALLEN, PATRICIA	36-7975	3/20/1981	0.03	STOCKWATER	
CALVARY BAPTIST CHURCH	45-14173	5/16/1980	0.01	IRRIGATION	
CAMPBELL, ANNIE M; CAMPBELL, WILLIAM ROY	36-8535	4/12/1990	0.13	IRRIGATION, DOMESTIC	4
CANYONSIDE DAIRY	36-7947	11/28/1980	0.13	IRRIGATION, STOCKWATER, DOMESTIC	4
CARLQUIST BROTHERS	36-7527	3/26/1975	0.6	IRRIGATION	528.5
CARNEY FARMS	36-16395	12/8/1981	0.62	IRRIGATION	524
CARNEY FARMS	36-7501	9/18/1974	0.8	IRRIGATION	40
CARNEY FARMS	36-7949	2/4/1981	1.41	IRRIGATION	524
CARNEY, BARBARA J; CARNEY, GARY	36-7408	11/21/1973	1.84	IRRIGATION	779
CARNEY, BARBARA J; CARNEY, GARY	36-7560	3/3/1976	5.45	IRRIGATION	779
CARNEY, BARBARA J; CARNEY, GARY	36-7603	1/29/1976	1.76	IRRIGATION	779
CARRELL, F DUANE	36-8342	1/5/1988	0.02	COMMERCIAL	
CARRILLO, CUTBERTO	36-8407	1/19/1989	0.08	IRRIGATION, DOMESTIC	3
CASSIA JOINT SCHOOL DISTRICT #151	45-7207	3/22/1975	0.36	IRRIGATION	18
CASSIA JOINT SCHOOL DISTRICT #151	45-7208	12/19/1974	0.22	IRRIGATION	11
CASSIA JOINT SCHOOL DISTRICT #151	45-7236	4/28/1975	0.13	IRRIGATION	6.6
CASSIA JOINT SCHOOL DISTRICT #151	45-7741	11/12/1998	0.45	IRRIGATION	11.7
CASTLE, NICOLE R; CASTLE, SCOTT A	37-7621D	6/7/1977	0.77	IRRIGATION	39
CATMULL, KAY E	36-8496	10/24/1989	0.03	COMMERCIAL	
CENARRUSA, JANICE M; CENARRUSA, JERRY	37-7517	9/7/1976	2.04	IRRIGATION	160
CENARRUSA, JANICE M; CENARRUSA, JERRY	37-7593A	5/4/1977	2.2	IRRIGATION	110
CENARRUSA, JOHN L	37-7593B	5/4/1977	1.88	IRRIGATION	94
CHAMBERS, DEANNA; CHAMBERS, FERRELL J	36-7715	5/26/1977	3.63	IRRIGATION	257
CHAMBERS, DEANNA; CHAMBERS, FERRELL J	36-7885	12/28/1979	0.74	IRRIGATION	257
CHISHOLM, DONALD J	45-7564	11/20/1984	0.02	HEATING, COOLING	
CHRISTENSEN, PAUL; CHRISTENSEN, PERRY G	45-14188*	3/15/1968	0.17	IRRIGATION	389.6
CHRISTIANSON FAMILY REVOCABLE TRUST	45-11180	6/30/1985	0.27	IRRIGATION	307
CHURCH OF LIFE	36-8504	2/20/1990	0.01	STOCKWATER, DOMESTIC	
CIOCCA, ANN A; CIOCCA, EDWARD M	36-7448	2/27/1974	2.23	IRRIGATION	139.1
CIOCCA, ANN A; CIOCCA, EDWARD M	36-8219	6/30/1983	1.72	IRRIGATION	86
CIOCCA, ANN A; CIOCCA, EDWARD M; NORTHWEST FARM CREDIT SERVICES FLCA	36-8672	9/23/1992	0.06	STOCKWATER	
CIOCCA, TONY M; CIOCCA, TRINA A	36-8255	12/7/1984	1.16	IRRIGATION	154
CITY OF BLISS	37-8886	11/24/1998	0.45	MUNICIPAL	
CITY OF BURLEY	36-8154	2/24/1983	1.2	INDUSTRIAL	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
CITY OF BURLEY	45-13411	10/22/2001	7.8	MUNICIPAL	
CITY OF BURLEY	45-7269	5/25/1976	3.56	MUNICIPAL	
CITY OF BURLEY	45-7436	2/15/1980	0.69	MUNICIPAL	
CITY OF BURLEY	45-7686	2/11/1991	1.75	MUNICIPAL	
CITY OF BURLEY	45-7735	9/3/1996	4.46	MUNICIPAL	
CITY OF CAREY	37-20384	3/20/2001	0.7	MUNICIPAL	
CITY OF CAREY	37-21243	12/25/2003	0.6	MUNICIPAL	
CITY OF CAREY	37-21355	9/23/2004	1.29	MUNICIPAL	
CITY OF CAREY	37-22661	8/18/2011	1.45	MUNICIPAL	
CITY OF CAREY	37-7766	2/21/1979	0.71	MUNICIPAL	
CITY OF DECLO	45-7726	2/16/1995	2.23	MUNICIPAL	
CITY OF DIETRICH	37-22751	6/1/2012	0.2	MUNICIPAL	
CITY OF GOODING	37-11221	4/20/1977	5.9	MUNICIPAL	
CITY OF GOODING	37-7597	5/5/1977	1.07	IRRIGATION	78
CITY OF HAZELTON	36-7634B	7/23/1976	0.14	IRRIGATION	7
CITY OF HAZELTON	36-7858	6/12/1979	1	MUNICIPAL, DOMESTIC	
CITY OF HEYBURN	36-8550	5/29/1990	6.67	MUNICIPAL	
CITY OF HEYBURN	36-8738	5/22/1995	3.3	MUNICIPAL	
CITY OF JEROME	36-16938	8/20/1982	0.01	IRRIGATION	2.2
CITY OF JEROME	36-8234	1/11/1984	1.23	IRRIGATION, COMMERCIAL, DOMESTIC, RECREATION	14
CITY OF JEROME	36-8237	12/22/1983	2.71	MUNICIPAL	
CITY OF PAUL	36-7899	2/27/1980	0.78	MUNICIPAL	
CITY OF PAUL	36-8763	10/18/1999	2.75	MUNICIPAL	
CITY OF RICHFIELD	37-22431	1/13/2009	1.19	MUNICIPAL	
CITY OF RICHFIELD	37-8402	9/22/1988	1.63	MUNICIPAL	
CITY OF RUPERT	36-7862	10/11/1985	1.15	MUNICIPAL	
CITY OF RUPERT	36-7863	6/30/1979	3.83	MUNICIPAL	
CITY OF SHOSHONE	37-7432	5/6/1975	2	MUNICIPAL	
CITY OF SHOSHONE	37-7662	8/30/1977	2.01	MUNICIPAL	
CITY OF WENDELL	36-7440	2/6/1974	0.22	INDUSTRIAL	
CITY OF WENDELL	36-7722	6/20/1977	2.67	MUNICIPAL	
CITY OF WENDELL	36-8421	9/14/1998	2.76	MUNICIPAL	
CITY OF WENDELL	36-8764	3/28/1997	1.27	MUNICIPAL	
CLARK, BETTE L; CLARK, RAYMOND G	36-15253*	3/15/1985	0.34	IRRIGATION	211
CLARK, BETTE L; CLARK, RAYMOND G	36-7644	9/22/1976	3.34	IRRIGATION	211
CLARK, RAYMOND G	36-8286	6/26/1985	0.21	IRRIGATION	225
CLAYSON, CASEY; CLAYSON, SHANE	45-7496	1/27/1982	0.06	IRRIGATION, DOMESTIC	0.7
CLAYTON, CARRIE L; CLAYTON, DOUGLAS M	45-13400	7/7/1986	0.06	IRRIGATION	2
CLEAR LAKE COUNTRY CLUB	36-8369	7/6/1988	0.07	COMMERCIAL	
CLEAR SPRINGS FOODS INC	36-16156	4/9/2003	1.34	INDUSTRIAL, DOMESTIC	
CLEAR SPRINGS TROUT CO	36-8639	2/18/1992	0.04	COMMERCIAL, DOMESTIC	
CLIFFORD SEARLE FAMILY TRUST	45-14415	5/4/1978	0.65	IRRIGATION	4389
CLOYD R SEARLE FAMILY TRUST	45-14416	5/4/1978	0.66	IRRIGATION	4389
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7315A	11/7/1973	3.05	IRRIGATION	422
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7379	9/21/1974	3.96	IRRIGATION	300
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7419D	1/29/1975	0.18	IRRIGATION	422
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7420A	1/29/1975	1.48	IRRIGATION	422

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7420B	1/29/1975	0.58	STOCKWATER, COMMERCIAL	
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7435B	4/22/1975	0.06	IRRIGATION	422
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7438	5/13/1975	3	IRRIGATION	153
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7440B	5/31/1974	0.13	IRRIGATION	422
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7470	12/9/1975	3.12	IRRIGATION	422
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7476	1/7/1976	1.4	IRRIGATION	300
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7545	2/1/1977	0.18	STOCKWATER, COMMERCIAL	
COLEMAN, CAROLYN F; COLEMAN, GARY R	37-7639B	7/8/1977	0.13	IRRIGATION	422
COOK, TYSON; COOK, VALERIE B	36-7927	7/15/1980	0.07	IRRIGATION, DOMESTIC	1
COOMBS, MICHAEL R	36-15565	2/5/2001	0.08	DOMESTIC	
CORP OF THE PRESIDING BISHOP	36-7782	3/10/1978	2.43	IRRIGATION	132
CORP OF THE PRESIDING BISHOP	36-8145	2/14/1983	0.04	IRRIGATION, DOMESTIC	0.5
CORP OF THE PRESIDING BISHOP	36-8428	6/7/1989	0.02	IRRIGATION	0.5
CORP OF THE PRESIDING BISHOP	36-8429	6/7/1989	0.12	IRRIGATION	4
CORP OF THE PRESIDING BISHOP	36-8430	6/7/1989	0.04	IRRIGATION, DOMESTIC	0.8
CORP OF THE PRESIDING BISHOP	37-7076	10/24/1988	0.09	IRRIGATION, DOMESTIC	1
CORP OF THE PRESIDING BISHOP	45-10984	6/30/1985	0.78	IRRIGATION	7502
CORP OF THE PRESIDING BISHOP	45-11867	6/30/1985	0.29	IRRIGATION	7502
CORP OF THE PRESIDING BISHOP	45-13471	6/30/1985	0.69	IRRIGATION	7502
CORP OF THE PRESIDING BISHOP	45-13472	6/30/1985	0.7	IRRIGATION	7502
CORP OF THE PRESIDING BISHOP	45-13781	6/30/1985	2.43	IRRIGATION	7502
CORP OF THE PRESIDING BISHOP	45-13782	6/30/1985	1.47	IRRIGATION	7502
CORP OF THE PRESIDING BISHOP	45-13798	6/30/1985	0.2	IRRIGATION	7502
CORP OF THE PRESIDING BISHOP	45-13811	6/30/1985	0.93	IRRIGATION	7502
CORP OF THE PRESIDING BISHOP	45-4216A	6/30/1985	4.99	IRRIGATION	7502
CORP OF THE PRESIDING BISHOP	45-7535	6/10/1983	0.08	IRRIGATION	2.5
COUNTRY CLUB ESTATES WATER ASSN INC	36-8607	11/18/1991	0.5	STOCKWATER, DOMESTIC, FIRE PROTECTION	
CRANE, CALVIN C	45-7303	5/10/1977	1.28	IRRIGATION, STOCKWATER	62
CRANE, SARA D	36-8282	6/13/1985	2	IRRIGATION	108
CRANER, DAVID A; CRANER, HELEN B	45-7442	4/4/1980	0.12	IRRIGATION	4
CRANNEY BROTHERS	45-13550	6/30/1985	8.14	IRRIGATION	3605
CRANNEY BROTHERS	45-7150	8/17/1973	6.2	IRRIGATION, STOCKWATER	3605
CRANNEY BROTHERS	45-7242	6/27/1975	4.8	IRRIGATION	3605
CRANNEY BROTHERS	45-7307	5/11/1977	4.48	IRRIGATION	3605
CRANNEY LAND CO LLC	45-13999	1/7/1975	1.72	IRRIGATION	255
CRANNEY RANCHES	45-13599*	6/11/1981	0.42	IRRIGATION	344
CRESPO TRUCKING INC	37-8355	8/9/1988	0.04	COMMERCIAL, DOMESTIC	
CRESPO, ATILANO	37-7694	1/9/1978	0.1	IRRIGATION	5
CROCKER, BRENT; CROCKER, TONIA	36-8375	7/18/1988	0.04	IRRIGATION, DOMESTIC	2
CULLEY, JUDITH; CULLEY, RYAN D	36-8563	10/18/1990	0.07	IRRIGATION, DOMESTIC	1
DALLEY, RICHARD B; DALLEY, SHAUNA H	36-16129	11/8/1973	1.24	IRRIGATION	813.6
DALLEY, RICHARD B; DALLEY, SHAUNA H	36-4263*	3/15/1974	0.74	IRRIGATION	352
DANSIE, BERTHA D; DANSIE, ELVOY H	37-8363	8/6/1988	0.05	STOCKWATER, COMMERCIAL, DOMESTIC	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
DARRINGTON, MARK L; DARRINGTON, VERLA	45-7249	10/28/1975	4.54	IRRIGATION	227
DARRINGTON, MARK L; DARRINGTON, VERLA	45-7501	4/7/1982	2	IRRIGATION	108
DARRINGTON, MARK L; DARRINGTON, VERLA	45-7551	7/26/1983	0.6	IRRIGATION	30
DARRINGTON, MARK L; KOEPNICK, KENNY D; KOEPNICK, TAMMERA L	45-7455	10/30/1980	0.11	IRRIGATION	5.8
DARRINGTON, MARK L; KOEPNICK, KENNY D; KOEPNICK, TAMMERA L	45-7552A	7/19/1983	0.19	IRRIGATION, DOMESTIC	10
DAVIDSON, JOSEPH E	36-8790	4/12/1999	0.05	DOMESTIC	
DAVIS, STACI ; DAVIS, TRENT W	36-7457	3/20/1974	1.18	IRRIGATION	59
DAVIS, STACI ; DAVIS, TRENT W	36-7458	3/20/1974	0.8	IRRIGATION	40
DDARK PROPERTIES	36-8441A	9/12/1989	0.04	IRRIGATION	1
DDARK PROPERTIES	36-8441B	9/12/1989	0.02	COMMERCIAL	
DE FILIPPIS, EARL H; DE FILIPPIS, JOAN A	36-7864	6/18/1979	0.03	IRRIGATION	1
DE KRUYF, ALICE RUTH; DE KRUYF, CALVIN	36-10082A*	3/15/1976	0.21	IRRIGATION	162.7
DE KRUYF, ALICE RUTH; DE KRUYF, CALVIN	36-8530	4/5/1990	0.54	STOCKWATER, COMMERCIAL, DOMESTIC	
DE KRUYF, CALVIN; DE KRUYF, MARK A	36-10082B	3/15/1976	0.06	STOCKWATER, COMMERCIAL	
DE KRUYF, CALVIN; DE KRUYF, MARK A	36-8481	12/4/1989	0.34	STOCKWATER	
DE MOSS, GARY A; DE MOSS, HELEN	37-22168	9/20/1974	1.73	IRRIGATION, STOCKWATER	808
DE VRIES, KRISTY; DE VRIES, WIETZE	36-15711	12/8/1981	0.06	STOCKWATER, COMMERCIAL	
DE WIT DAIRY	36-8661	5/21/1992	0.26	STOCKWATER, COMMERCIAL	
DE WIT, MELINDA; DE WIT, NEIL	36-7714B	5/19/1977	1.44	IRRIGATION	144
DE WIT, NEIL	36-7714A	5/19/1977	2.79	IRRIGATION	188
DE WIT, NEIL	36-8388	5/8/2003	0.17	STOCKWATER, COMMERCIAL	
DEL RIO ESTATES HOMEOWNERS ASSN INC	45-7647	6/6/1989	0.2	DOMESTIC	
DELIS FARMS INC	36-7371	8/23/1973	2.9	IRRIGATION	1275
DELIS FARMS INC	36-7652	10/29/1976	5.06	IRRIGATION	283
DELIS FARMS INC	36-8489	10/11/1989	0.02	COMMERCIAL	
DEVELOPMENT WEST CORP	37-8379	8/22/1988	0.36	IRRIGATION, DOMESTIC	17
DEWIT DAIRY PARTNERSHIP	36-8491	10/31/1989	0.33	STOCKWATER, COMMERCIAL	
DICKINSON, DALE; DICKINSON, MARSHA	36-8681	10/16/1992	0.03	IRRIGATION, DOMESTIC	1
DILWORTH, PAMLA; DILWORTH, REED W	36-8114	6/16/1982	0.04	IRRIGATION, DOMESTIC	3
DIMOND, CAROLYN T; DIMOND, HAROLD	36-7401	11/7/1973	3.52	IRRIGATION	343
DIMOND, DEAN T; DIMOND, EDEN C	36-7614	5/8/1976	1.26	IRRIGATION	322
DINIS, MANUEL A; DINIS, MARIA	36-10656	3/1/1981	0.04	STOCKWATER, COMMERCIAL	
DINIS, MANUEL A; DINIS, MARIA	36-7460S	3/25/1974	0.11	STOCKWATER, COMMERCIAL	
DINOS LLC; DINOS LLC	36-8680	10/21/1992	0.1	DOMESTIC	
DOUBLE A DAIRY	37-22613	9/29/1976	0.1	IRRIGATION	335.1
DOUBLE A DAIRY	37-22614	9/29/1976	0.19	STOCKWATER, COMMERCIAL	
DOUBLE A DAIRY	37-7533B	9/29/1976	0.12	STOCKWATER, COMMERCIAL	
DOUBLE V LLC	36-7582	1/1/1976	1.6	IRRIGATION	138
DOUBLE V LLC	36-8247	6/12/1984	0.08	STOCKWATER, COMMERCIAL, DOMESTIC	
DOUBLE V LLC	36-8543	6/15/1990	0.08	STOCKWATER, COMMERCIAL	
DOUBLE V LLC	37-7453	8/27/1975	2.14	IRRIGATION, STOCKWATER	146
DOUBLE V LLC	37-8756A	2/4/1987	2.41	IRRIGATION	146.5
DOUBLE V LLC	37-8756B	2/4/1987	2.41	IRRIGATION	146.5
DOUBLE V LLC	37-8757	2/4/1987	2.56	IRRIGATION	160
DOUBLE V LLC; VANDERVEGT, RAY	36-7377B	9/7/1973	0.11	STOCKWATER, COMMERCIAL	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
DOUBLE V LLC; VANDERVEGT, RAY	36-7460G	3/25/1974	0.19	IRRIGATION	32
DOUBLE V LLC; VANDERVEGT, RAY	36-7547B	5/13/1975	0.09	STOCKWATER, COMMERCIAL	
DOUBLE V LLC; VANDERVEGT, RAY	36-8047B	12/9/1981	0.17	STOCKWATER, COMMERCIAL	
DOUBLE V LLC; VANDERVEGT, RAY	36-8047D	12/9/1981	0.26	STOCKWATER, COMMERCIAL	
DOUBLE V LLC; VANDERVEGT, RAY	36-8047E	12/9/1981	0.8	IRRIGATION	81
DOUBLE V LLC; VANDERVEGT, RAY	36-8047F	12/9/1981	0.09	STOCKWATER, COMMERCIAL	
DOUBLE V LLC; VANDERVEGT, RAY	36-8313B	8/20/1986	0.32	IRRIGATION	16
DRAKOS, CHRIS	45-13469	6/30/1985	0.16	IRRIGATION	318
DRISCOLL BROTHERS PARTNERSHIP	36-8466	10/4/1989	0.03	COMMERCIAL	
DUFFIN, DON D	45-7696	1/3/1992	0.02	IRRIGATION	0.5
DUGAN FAMILY FARMS LLC	36-7704A	5/12/1977	1.58	IRRIGATION	79
DUGAN FAMILY FARMS LLC	36-7704B	5/12/1977	0.18	STOCKWATER, COMMERCIAL	
DUNCAN PARTNERSHIP TRUST	45-7232C	3/13/1975	0.17	IRRIGATION	274
DUNCAN PARTNERSHIP TRUST; DUNCAN, KATHY F; DUNCAN, PAUL H	36-13531*	4/1/1979	0.42	IRRIGATION	341
DUNCAN PARTNERSHIP TRUST; DUNCAN, KATHY F; DUNCAN, PAUL H	36-15458*	12/31/1978	0.05	IRRIGATION	158
DUNCAN PARTNERSHIP TRUST; PKD PROPERTIES LC	36-15200*	3/15/1980	1.01	IRRIGATION	296
DUNCAN PARTNERSHIP TRUST; PKD PROPERTIES LC	36-15979	3/13/1975	0.02	IRRIGATION	256
DUNCAN PARTNERSHIP TRUST; PKD PROPERTIES LC	36-15980	3/13/1975	0.24	IRRIGATION	256
DUNCAN PARTNERSHIP TRUST; PKD PROPERTIES LC	36-15981	2/10/1981	0.65	IRRIGATION	256
DUNCAN, JACK F; WALTON, DANIEL C	45-7658	7/8/1989	0.02	COMMERCIAL	
DUNCAN, KATHY F; DUNCAN, PAUL H	45-4241B*	8/20/1976	0.3	IRRIGATION	271
DURAND, DANIEL G; DURAND, VICKY S	37-8410	10/4/1988	0.03	STOCKWATER, COMMERCIAL, DOMESTIC	
DURFEE, BRENDA J; DURFEE, JAMES M	36-8367	6/21/1988	0.11	STOCKWATER, COMMERCIAL	
DURFEE, DEWEY D	36-7641	5/19/1983	1.19	IRRIGATION	64
DUTCHMEN MFG INC	45-7512	9/28/1982	1.57	COMMERCIAL	
EAMES, CARI H; EAMES, TIMOTHY R	36-7460N	3/25/1974	0.2	STOCKWATER, COMMERCIAL	
EAMES, CARI H; EAMES, TIMOTHY R	36-8231	9/27/1983	0.04	RECREATION	
EAST RIDGE MILK LLC	45-14020	2/10/1981	0.04	STOCKWATER	
EAST RIDGE MILK LLC	45-7462B	2/10/1981	0.22	STOCKWATER	
EDDINGS, RE NAE; SPURGEON-EDDINGS, JASON T	45-7615	6/17/1987	0.07	IRRIGATION, DOMESTIC	1
EDWARDS, KENT F	36-8628	11/26/1991	0.18	IRRIGATION, STOCKWATER, DOMESTIC	8
EKINS, CHRIS; EKINS, ERNESTINE	45-7634	4/12/1993	0.06	COMMERCIAL	
ESTATE OF RAY CHUGG	36-8266	3/18/1985	0.12	STOCKWATER, COMMERCIAL, DOMESTIC	
ESTATE OF TED LENO	36-7607	2/20/1976	4.5	IRRIGATION	289
EVANS GRAIN & ELEVATOR CO	36-8436	9/8/1989	0.11	COMMERCIAL	
EVANS GRAIN & ELEVATOR CO	37-8573	11/6/1989	0.03	COMMERCIAL	
EVARD LLC	45-13573	5/19/2003	0.11	STOCKWATER, COMMERCIAL	
EVERS BROTHERS PARTNERSHIP; NORTHWEST FARM CREDIT SERVICES FLCA	36-8584	2/26/1991	2.08	IRRIGATION	144
EVERS, DARLENE; EVERS, J RAY	36-7668	1/13/1977	1.22	IRRIGATION	76
FARMLAND RESERVE INC	36-11278*	4/1/1977	2.55	IRRIGATION	1610
FARMLAND RESERVE INC	36-15564	2/26/1979	0.96	IRRIGATION	307
FARMLAND RESERVE INC	36-8239	1/12/1984	0.88	IRRIGATION	630

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
FARMLAND RESERVE INC	45-14175	6/30/1985	1.03	IRRIGATION	3832.6
FARMLAND RESERVE INC	45-7238	5/2/1975	6.4	IRRIGATION	3832.6
FARMLAND RESERVE INC	45-7363	1/8/1979	1.66	IRRIGATION	3832.6
FARMLAND RESERVE INC	45-7374	4/11/1979	3.1	IRRIGATION	3832.6
FASSETT, LYLE A	36-12650	3/15/1979	0.08	IRRIGATION	146
FASSETT, LYLE A	36-8046	12/11/1981	0.62	IRRIGATION	202.5
FASSETT, LYLE A	36-8446	9/26/1989	0.2	IRRIGATION	10
FATTIG, PATSY; FATTIG, WAYNE	36-7524	3/5/1975	4.36	IRRIGATION	232
FATTIG, PATSY; FATTIG, WAYNE	36-8637	12/6/1991	0.23	IRRIGATION	245
FAULKNER LAND & LIVESTOCK CO INC	37-7808	11/16/1979	3.26	IRRIGATION	163
FAULKNER LAND & LIVESTOCK CO INC	37-8005B	3/20/1982	2.02	IRRIGATION	264
FAULKNER LAND & LIVESTOCK CO INC	37-8005C	3/20/1982	1.6	IRRIGATION	264
FAULKNER LAND & LIVESTOCK CO INC	37-8005D	3/20/1982	0.41	IRRIGATION	264
FAULKNER LAND & LIVESTOCK CO INC	37-8487D	1/25/1989	0.86	IRRIGATION	112
FAULKNER LAND & LIVESTOCK CO INC	37-8720	4/23/1991	3.2	IRRIGATION	324
FEARLESS FARRIS STINKER STATIONS	36-8332	10/12/1987	0.04	COMMERCIAL	
FED AGRIBUSINESS LLC	45-10164	6/30/1985	2.47	IRRIGATION	515
FED AGRIBUSINESS LLC	45-7201	11/18/1974	5.72	IRRIGATION	936
FIELDS, KAREN C; FIELDS, VIRGIL	37-7699	2/23/1978	0.2	STOCKWATER, DOMESTIC	
FIRST PRESBYTERIAN CHURCH	45-7529	4/13/1983	0.03	IRRIGATION	1
FLAT TOP SHEEP CO	36-8273	7/4/1985	0.68	IRRIGATION	447
FLAT TOP SHEEP CO	36-8275A	5/9/1985	2.44	IRRIGATION	447
FLAT TOP SHEEP CO	36-8641	8/25/1983	0.08	STOCKWATER, DOMESTIC	
FORD, JOYCE A; FORD, THOMAS RAY	36-14617*	5/1/1982	0.9	IRRIGATION	378
FORD, JOYCE A; FORD, THOMAS RAY	36-14619*	5/1/1965	1.32	IRRIGATION	311
FORSYTH, DANNY R	36-16639	2/26/1980	1.1	IRRIGATION	59
FORSYTH, DANNY R; FORSYTH, GINGER	36-8531	4/24/1990	0.05	IRRIGATION, DOMESTIC	0.8
FOUR + RANCH INC	37-8729	6/11/1991	2	IRRIGATION	120
FOWLER, GARY; SOMSEN, G FRANK; SOMSEN, KRISTINE P	45-7192	10/7/1974	0.36	IRRIGATION, STOCKWATER	18
FRANCIS, MARK	36-8371	7/20/1988	0.06	IRRIGATION, DOMESTIC	2
FRAZIER FAMILY TRUST DTD 6/19/80 4% UNDIVIDED INT; FRAZIER, JAMES F; FRAZIER, JEFFREY W; FRAZIER, JOE K; FRAZIER, JORDAN P	36-7745	8/15/1977	4.5	IRRIGATION	292
FRAZIER FAMILY TRUST DTD 6/19/80 4% UNDIVIDED INT; FRAZIER, JAMES F; FRAZIER, JEFFREY W; FRAZIER, JOE K; FRAZIER, JORDAN P	36-8049	12/21/1981	0.94	IRRIGATION	47
FREDERICKSEN, GENE D; FREDERICKSEN, JUDI K	36-7359	9/27/1973	2.18	IRRIGATION	143
FRENCH III, JAMES A; FRENCH, PATRICIA A	36-16404	11/14/1991	0.02	IRRIGATION, DOMESTIC	0.5
FRENCH JR, JAMES A; FRENCH, KARI D	36-16405	11/14/1991	0.03	IRRIGATION, STOCKWATER	1.5
FUNDERBURG, DENISE K; FUNDERBURG, GARY L	36-7357	8/26/1973	0.08	IRRIGATION, DOMESTIC	2
FUNK, DARRELL M	45-13657	1/1/1983	0.06	STOCKWATER	
FUNK, DARRELL M	45-4103	6/30/1985	1.6	IRRIGATION	305
FUNK, DARRELL M; FUNK, PATRICIA M	45-13910	8/19/1976	5.07	IRRIGATION	277
FUNK, DARRELL M; FUNK, PATRICIA M	45-13911	8/19/1976	0.64	STOCKWATER, COMMERCIAL	
FUNK, DARRELL M; FUNK, PATRICIA M	45-13917	6/8/1982	0.06	STOCKWATER, COMMERCIAL	
G & G DAIRY; GILTNER, BILL; GRIFFITH, MIKE	36-14834	12/12/1979	0.04	DOMESTIC	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
G & G DAIRY; GILTNER, BILL; GRIFFITH, MIKE	36-8532	4/10/1990	0.18	STOCKWATER	
G & H DAIRY LLC	36-7409A	11/21/1973	2.19	IRRIGATION	268
G & H DAIRY LLC	36-7631A	6/23/1976	3.17	IRRIGATION	268
G & H DAIRY LLC	36-7847	3/28/1979	0.56	STOCKWATER, COMMERCIAL	
G & H DAIRY LLC	36-8396	10/20/1992	0.2	STOCKWATER, COMMERCIAL	
GALLEGOS, GEORGE	36-8201	5/31/1983	0.12	IRRIGATION, DOMESTIC	5.5
GALOW, MOLLY; GALOW, ROGER A	36-8448	9/28/1989	0.05	IRRIGATION	1.5
GARDNER TRUST	36-16841	3/13/1989	0.05	IRRIGATION	20
GARDNER TRUST	36-16847	7/13/1987	0.01	IRRIGATION	20
GARDNER TRUST	36-16855	4/6/1978	0.01	IRRIGATION	20
GARDNER TRUST	36-7479	7/8/1974	0.65	IRRIGATION	354
GARDNER TRUST	36-7588	1/12/1976	0.4	IRRIGATION	354
GARNER, BEVERLY; GARNER, GARY B	36-12043*	7/31/1987	0.25	IRRIGATION	308
GARNER, ELDON I; GARNER, MARIE	36-8195	9/1/1989	0.08	IRRIGATION, DOMESTIC	1.5
GARRARD, KATHLEEN; GARRARD, THOMAS E	45-12460A	6/30/1985	0.46	IRRIGATION	149
GARRARD, KATHLEEN; GARRARD, THOMAS E	45-12460B	6/30/1985	0.47	IRRIGATION	151
GBD LLC	36-8467	12/15/1989	0.12	COMMERCIAL	
GERMAN, DONALD H	36-7460X	3/25/1974	0.25	STOCKWATER, COMMERCIAL	
GIBBY, REED	45-13990	2/10/2006	0.09	DOMESTIC	
GILLETTE, CINDY; GILLETTE, RANDY	36-11412*	4/1/1984	0.84	IRRIGATION	1108
GILLETTE, CINDY; GILLETTE, RANDY	36-7435	1/25/1974	5.03	IRRIGATION	1108
GILLETTE, JERRY; GILLETTE, ROANNE	36-11413*	4/1/1984	0.13	IRRIGATION	274
GILLETTE, JERRY; GILLETTE, ROANNE	36-7626	6/3/1976	5.14	IRRIGATION	308
GILLETTE, PERRY	36-7542	5/7/1975	5.36	IRRIGATION	268
GILLEY, KAREN; GILLEY, PHILLIP N	36-8018	11/12/1981	0.06	IRRIGATION, COMMERCIAL, DOMESTIC	0.5
GILTNER, HOLLY L; GILTNER, SCOTT R; MCCOY, LUKE; MCCOY, TANI; PITTOCK, BRIAN M; PITTOCK, SANDY L	36-14988	12/31/1983	0.07	STOCKWATER, COMMERCIAL, DOMESTIC	
GILTNER, HOLLY L; GILTNER, SCOTT R; MCCOY, LUKE; MCCOY, TANI; PITTOCK, BRIAN M; PITTOCK, SANDY L	36-7460AG	3/25/1974	0.18	STOCKWATER, COMMERCIAL	
GLANBIA FOODS	36-16217	5/16/1980	0.96	MITIGATION	
GLANBIA FOODS	36-16219*	5/26/1971	0.33	MITIGATION	
GLANBIA FOODS INC	37-21136	7/24/2003	8	IRRIGATION	1422.7
GLANBIA FOODS INC	37-7380A	9/5/1974	3.03	IRRIGATION	983.7
GLANBIA FOODS INC	37-7380C	9/5/1974	4.38	IRRIGATION	983.7
GLANBIA FOODS INC	37-7576	3/29/1977	2.5	IRRIGATION	983.7
GLANBIA FOODS INC	37-7677	9/15/1977	2	IRRIGATION	622
GLANBIA FOODS INC	37-8903	9/17/1999	1.67	COMMERCIAL	
GLEN CAPPS INC	36-8176	3/31/1983	0.04	COMMERCIAL, DOMESTIC	
GLENN WARD DAIRY LLC; WARD LAND & LIVESTOCK LLC	45-7733	8/27/1979	0.33	STOCKWATER, COMMERCIAL	
GLOBAL AG PROPERTIES USA LLC	36-15165*	3/15/1970	2.2	IRRIGATION	2785
GLOBAL AG PROPERTIES USA LLC	36-16421	12/30/1983	0.13	IRRIGATION	2785
GLOBAL AG PROPERTIES USA LLC	36-16425*	5/1/1976	0.15	IRRIGATION	2785
GLOBAL AG PROPERTIES USA LLC	36-4200*	3/15/1974	0.84	IRRIGATION	2785
GLOBAL AG PROPERTIES USA LLC	36-8403	11/28/1988	0.31	IRRIGATION	2785
GOCHNOUR, JIM W; GOCHNOUR, MARILYN A	45-7461	2/5/1981	0.73	IRRIGATION	36.5

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
GOEDHART, HUGO C; GOEDHART, MARY	36-7460AD	3/25/1974	0.06	STOCKWATER, COMMERCIAL	
GOEDHART, HUGO; GOEDHART, MARY	36-8774	3/10/1998	0.13	STOCKWATER, DOMESTIC	
GOLDEN ACRES LLC	37-7458B	10/14/1975	1.23	IRRIGATION	142.5
GOLDEN RAIL MOBILE HOME COURT	45-7458	12/16/1980	0.22	IRRIGATION, DOMESTIC	8.1
GOOCH, BEATRICE; GOOCH, ELLIS	37-8839	11/22/1994	0.06	STOCKWATER	
GOTT, MIKE	36-8534	4/27/1990	0.1	IRRIGATION, DOMESTIC	2.5
GRANT 4 D FARMS	36-16130	11/8/1973	0.05	IRRIGATION	264
GRANT 4 D FARMS	36-2194	9/10/1984	3.18	IRRIGATION	264
GRANT 4 D FARMS	36-7850C	3/30/1979	0.39	IRRIGATION	290
GRANT 4 D FARMS	36-8106C	8/10/1982	1.26	IRRIGATION	290
GRANT 4 D FARMS	36-8187	5/27/1983	1.4	IRRIGATION	310
GRANT 4 D FARMS; RLDR FARM LLC	36-7850D	3/30/1979	0.04	IRRIGATION	591
GRANT 4 D FARMS; RLDR FARM LLC	36-8106D	8/10/1982	0.13	IRRIGATION	591
GRANT JR, ROBERT	36-7516	12/13/1974	5.35	IRRIGATION	420
GRANT, DUANE R; GRANT, LAURA A	36-16549	4/21/1989	0.16	IRRIGATION	16.1
GRANT, DUANE R; GRANT, LAURA A	36-16800	4/21/1989	1.23	IRRIGATION	126.7
GRANT, DUANE R; GRANT, LAURA A	36-16801	4/21/1989	0.07	IRRIGATION	305
GRANT, DUANE R; GRANT, LAURA A	36-7932	8/14/1980	0.8	IRRIGATION	40
GRAVES, FRANCES M; GRAVES, RICHARD L	37-7371	7/31/1974	6.49	IRRIGATION, STOCKWATER, DOMESTIC	320
GREAVES, ALAN; GREAVES, COLLEEN	36-8479	11/13/1989	0.04	IRRIGATION	1.5
GREEN, DONALD L; GREEN, MARY S	37-7621G	6/7/1977	0.59	IRRIGATION	30
GREENE, DOUGLAS E; GREENE, GLORIA V	36-8438	7/24/1989	0.09	IRRIGATION	4.5
GREENER, BARNEY; GREENER, SHERRIE	45-14352	6/20/2011	0.02	HEATING, COOLING	
GUILLORY, CAMERON; GUILLORY, IDA	36-7382	9/20/1973	0.1	IRRIGATION, DOMESTIC	5
GULICK, LARRY	36-8507	2/1/1990	0.06	STOCKWATER, COMMERCIAL	
GULLEY, JUDY L; GULLEY, WILLIAM F	36-7425	12/28/1973	0.8	IRRIGATION	130
GULLEY, JUDY L; GULLEY, WILLIAM F	36-8789	3/23/1999	0.39	IRRIGATION	12
GUNNING, F F; GUNNING, G C	36-8063A	2/16/1982	2.14	IRRIGATION	329
GZMAC LLC	36-7431	1/18/1974	0.54	IRRIGATION	122
HAAGSMA FAMILY TRUST	36-7337B	11/25/1977	1.34	IRRIGATION	138
HAAGSMA FAMILY TRUST	36-8345	4/9/2001	0.08	STOCKWATER, COMMERCIAL	
HANCHETT, AUREL K; HANCHETT, PHYLLIS	36-15355*	3/23/1971	0.4	IRRIGATION	139
HANDY TRUCK LINES INC	36-8510	2/14/1990	0.04	COMMERCIAL	
HANEY SEED CO	36-8416	3/30/1989	0.04	COMMERCIAL	
HANEY SEED CO	45-7639	3/30/1989	0.04	COMMERCIAL	
HANSEN QUALITY JERSEYS LLC	36-16760*	9/23/1967	0.37	IRRIGATION	263
HANSEN QUALITY JERSEYS LLC	36-16761*	9/23/1967	0.03	STOCKWATER, COMMERCIAL	
HANSEN, CREG; HANSEN, LETA	37-7621F	6/7/1977	2.53	IRRIGATION	129
HANSEN, GARY L	36-11508*	3/15/1978	0.31	IRRIGATION	110
HARDY PROPERTIES L P	36-7510	11/7/1974	1.1	IRRIGATION	55
HARMS, BOYD L	36-16904	8/21/1973	0.08	IRRIGATION	3.9
HARPER, CLINT; HARPER, KEVIN; HARPER, LAYNE R	36-7960A	1/26/1981	0.9	IRRIGATION	1194
HARPER, CLINT; HARPER, KEVIN; HARPER, LAYNE R	36-7960B	1/26/1981	0.9	IRRIGATION	1194
HARPER, CLINT; HARPER, LAYNE R	36-7412	11/30/1973	4.01	IRRIGATION	460
HARTLEY, DOUGLAS D; HARTLEY, RENEAN	36-7529E	3/28/1975	0.42	IRRIGATION	312
HARTWELL, JANET L; HARTWELL, JIMMY	45-14437	10/30/1980	0.01	IRRIGATION	0.6
HATFIELD DAIRY LLC	37-21628	9/25/1979	0.11	STOCKWATER, DOMESTIC	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
HAWKER, FRED	45-7339A	2/2/1978	2.3	IRRIGATION	154
HAYDEN, DONALD D; HAYDEN, SHARON	36-8470	9/12/1989	0.08	IRRIGATION	2.5
HEIDA, MARY JANE; HEIDA, THOMAS	36-7597A	1/13/1976	0.7	IRRIGATION	114
HEIDA, MARY JANE; HEIDA, THOMAS	36-7597B	1/13/1976	1.18	IRRIGATION	79
HEIDA, MARY JANE; HEIDA, THOMAS	36-7610	2/27/1976	2.4	IRRIGATION	120
HEIDA, MARY JANE; HEIDA, THOMAS	36-7682	2/14/1977	1.24	IRRIGATION	78
HEIDA, MARY JANE; HEIDA, THOMAS	36-8276	6/6/1985	0.14	IRRIGATION	121
HENRY FARMS	36-15163*	5/1/1981	0.66	IRRIGATION	286
HENRY FARMS	36-7698	4/22/1977	2.36	IRRIGATION	160
HENRY FARMS	36-8568	11/7/1990	0.79	IRRIGATION	240
HENRY, AUDREY; HENRY, ROBERT P	36-14844*	3/15/1983	0.25	IRRIGATION	94
HEPWORTH FAMILY LANDHOLDINGS LLC	45-14245	6/30/1985	4.27	IRRIGATION	1887
HEPWORTH FAMILY LANDHOLDINGS LLC	45-7330	11/30/1977	4	IRRIGATION	601
HEPWORTH, BONNIE B; HEPWORTH, WILLIAM M	45-7160	12/13/1973	3.11	IRRIGATION	229
HEPWORTH, BONNIE B; HEPWORTH, WILLIAM M	45-7187	9/16/1974	0.36	IRRIGATION, STOCKWATER	229
HERNANDO, EDWARD O; HERNANDO, TERESA C	36-16493	8/25/1977	0.11	IRRIGATION, IRRIGATION STORAGE, IRRIGATION FROM STORAGE, STOCKWATER, DIVERSION TO STORAGE	2.5
HEWARD LANDS LTD	45-7668	11/7/1989	0.5	IRRIGATION	25
HEWARD, DORA W; HEWARD, GERALD B	45-13564	10/12/1973	1.53	IRRIGATION	185.4
HEWARD, DORA W; HEWARD, GERALD B	45-7166A	2/3/1974	1.53	IRRIGATION	185.4
HIDDEN VALLEY LAND CO LLC	36-10174*	3/15/1968	0.74	IRRIGATION	377
HIDDEN VALLEY LAND CO LLC	36-8528	3/16/1990	0.6	IRRIGATION	421.5
HILT, ARIE; HILT, CECIL; HILT, HENRIETTA	36-8265	3/7/1985	0.15	STOCKWATER, COMMERCIAL	
HILT, DARYL; HILT, ELAINE	37-8055	10/28/1982	0.08	STOCKWATER, COMMERCIAL, DOMESTIC	
HIRAI, GREGORY; HIRAI, JENNIFER	36-7793	6/1/1978	2.26	IRRIGATION	144
HIRAI, GREGORY; HIRAI, JENNIFER	36-7946	1/8/1981	0.05	STOCKWATER, COMMERCIAL	
HIRAI, JACK J; MATTHEWS, J W	36-8585	8/11/1988	0.22	IRRIGATION	171
HOBSON, DAVID MARK	45-14434	3/13/1976	0.2	IRRIGATION	84.5
HOBSON, DAVID MARK	45-14435*	3/15/1976	0.21	IRRIGATION	84.5
HOLT, RONALD; HOLT, SHARON	36-7876	10/26/1979	0.88	IRRIGATION	48
HOLTEN, RONALD	36-12588*	3/1/1974	0.44	IRRIGATION	147
HOLTZEN FARMS INC	36-8603	6/14/1991	0.14	STOCKWATER	
HONDO FARMS	45-13602	6/30/1985	2.87	IRRIGATION	737.4
HONDO FARMS	45-7465A	4/15/1981	1.91	IRRIGATION	737.4
HOOPER, CYNTHIA ANN; HOOPER, LAURA KAY; HOOPER, TIMOTHY E	37-7279	9/13/1973	1.23	IRRIGATION, STOCKWATER	74
HRUZA, EUGENE	36-8290	6/24/1985	1.88	IRRIGATION	277
HRUZA, RONALD L	36-7878	10/30/1979	1.43	IRRIGATION	76
HUBSMITH, IRIS B; HUBSMITH, LOUIS L	37-8093	3/17/1984	0.08	STOCKWATER, COMMERCIAL	
HUETTIG, ELLEN M; HUETTIG, MYRON A	36-7639	8/24/1976	1.45	IRRIGATION	511
HUETTIG, ELLEN M; HUETTIG, MYRON A	36-8147	3/1/1983	1.6	IRRIGATION	511
HULTS, JOSEPH; HULTS, DAVID; HULTS, KAY A; HULTS, NICOLE	36-16203	8/21/1973	2.6	IRRIGATION	387.5
HULTS, JOSEPH; HULTS, DAVID; HULTS, KAY A; HULTS, NICOLE	36-16902	8/21/1973	0.73	IRRIGATION	387.5
HULTS, JOSEPH; HULTS, DAVID; HULTS, KAY A; HULTS, NICOLE	36-16903	8/21/1973	3.11	IRRIGATION	307.6
HULTS, JOSEPH; HULTS, DAVID; HULTS, KAY A; HULTS, NICOLE	36-7817	10/14/1978	1.1	IRRIGATION	307.6

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
HULTS, JOSEPH; HULTS, DAVID; HULTS, KAY A; HULTS, NICOLE	36-7877	12/21/1979	0.83	IRRIGATION	307.6
HULTS, JOSEPH; HULTS, KAY A	36-16399	8/24/1973	0.01	IRRIGATION	9
HULTS, JOSEPH ; HULTS, KAY A	36-10547*	4/1/1980	0.25	IRRIGATION	154
HULTS, JOSEPH ; HULTS, KAY A	36-16400	8/24/1973	0.01	IRRIGATION	142
HULTS, JOSEPH ; HULTS, KAY A	36-8200	5/26/1983	0.28	IRRIGATION	154
HUNT, DUANE W; HUNT, MARGARET	36-11079*	3/15/1973	0.05	IRRIGATION	163
HURTADO, GRICELDA; HURTADO, JESUS	36-7508B	11/5/1974	2.42	IRRIGATION	132
HURTADO, GRICELDA; HURTADO, JESUS	36-8736	5/19/1992	0.52	STOCKWATER, COMMERCIAL	
HUTCHISON, W JAY	45-7158	11/13/1973	1.4	IRRIGATION	70
IDA GOLD FARMS GENERAL PARTNERSHIP; NORTHWEST FARM CREDIT SERVICES FLCA	45-7680	10/15/1990	1.22	STOCKWATER, COMMERCIAL	
IDA GOLD FARMS GENERAL PARTNERSHIP; NORTHWEST FARM CREDIT SERVICES FLCA	45-7684	12/11/1990	0.14	STOCKWATER, DOMESTIC	
IDAHO ACRES DAIRY	36-11110*	3/15/1968	1	IRRIGATION	408
IDAHO ACRES DAIRY	36-8412	3/1/1989	0.95	IRRIGATION	408
IDAHO AG INC	36-7493	8/8/1974	3.84	IRRIGATION	974
IDAHO AG INC	36-7883A	1/15/1980	5.64	IRRIGATION	678
IDAHO FRESH PAK INC	36-15553*	3/15/1974	0.06	COMMERCIAL	
IDAHO FRESH PAK INC	36-8456	9/21/1989	0.27	COMMERCIAL	
IDAHO POWER CO	36-8761	1/23/1997	0.11	DOMESTIC	
IDAHO POWER CO	37-8484	1/17/1989	0.02	COMMERCIAL	
IDAHO WATER CO LLC	36-16537	5/16/1980	0.05	STOCKWATER, COMMERCIAL	
IDAHO WATER CO LLC	36-16540*	5/26/1971	0.02	STOCKWATER, COMMERCIAL	
IDAHO WATER CO LLC	36-16629	5/16/1980	0.04	MITIGATION	
IDAHO WATER CO LLC	36-16766	9/12/1973	0.11	IRRIGATION	160
IDAHO WATER CO LLC	36-16878*	10/31/1986	0.02	IRRIGATION	4
IDAHO WATER CO LLC	36-16879	1/27/1976	0.06	IRRIGATION	4
IDAHO WATER CO LLC	36-16909	9/12/1973	0.06	IRRIGATION	485
IDAHO WATER CO LLC	36-16911	9/12/1973	0.1	IRRIGATION	485
IDAHO WATER CO LLC	37-22446	9/12/1973	0.1	STOCKWATER, COMMERCIAL	
IDAHO WATER CO LLC	37-22452	9/12/1973	0.12	STOCKWATER, COMMERCIAL	
IDAHO WATER CO LLC	45-13988	5/16/1980	0.03	STOCKWATER, COMMERCIAL	
IDAHO WATER CO LLC	45-13989*	5/26/1971	0.01	STOCKWATER, COMMERCIAL	
IDAHO WATER RESOURCE BOARD	36-8094	6/28/1982	7	POWER	
IDAHO YOUTH RANCH INC	36-8256	12/6/1984	0.55	IRRIGATION, STOCKWATER, DOMESTIC	58.9
INFANGER, DEBRA A; INFANGER, JOHN N	37-20800	9/10/2002	0.12	DOMESTIC	
INTERSTATE MFG	36-8454	9/14/1989	0.04	COMMERCIAL	
J D HEISKELL HOLDINGS LLC	37-22665	9/12/1973	0.02	COMMERCIAL	
J D HEISKELL HOLDINGS LLC	37-22666	9/12/1973	0.02	COMMERCIAL	
J D HEISKELL HOLDINGS LLC	37-7380D	9/5/1974	0.05	COMMERCIAL	
J R SIMPLOT CO	36-7636	7/27/1976	0.49	INDUSTRIAL	
J R SIMPLOT CO	36-8469	10/12/1989	0.28	IRRIGATION	16
J R SIMPLOT CO	36-8471	10/4/1989	0.18	COMMERCIAL	
JACKSON FARMS INC	45-4241A*	8/20/1976	0.3	IRRIGATION	294
JACKSON, IRIS; JACKSON, MICHAEL	45-7353A	8/9/1978	0.02	IRRIGATION, DOMESTIC	1.4
JACKSON, JAMES EARL	36-8605	5/23/1991	0.04	IRRIGATION	1.4
JACKSON, LAVAR R; VEENSTRA, FRANK W; VEENSTRA, MARY JANE	36-8101	7/13/1982	0.8	IRRIGATION	40
JADE INVESTMENTS LTD PARTNERSHIP	45-7232E	3/13/1975	1.36	IRRIGATION	68

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
JANSS FARMS	36-16705	3/25/1974	5.72	IRRIGATION	321
JANSS FARMS	37-7351	4/12/1974	0.14	STOCKWATER	
JAROLIMEK, LEROY; JAROLIMEK, PEGGY	45-11196*	3/15/1968	2.04	IRRIGATION	884
JAROLIMEK, LEROY; JAROLIMEK, PEGGY	45-14403	6/30/1985	0.3	IRRIGATION, MITIGATION	1035.5
JENTZSCH KEARL FARMS	36-16420	12/30/1983	1.95	IRRIGATION	995
JENTZSCH KEARL FARMS	36-16424*	5/1/1976	0.85	IRRIGATION	995
JENTZSCH KEARL FARMS	36-16773	3/13/1989	4.93	IRRIGATION	2508.5
JENTZSCH KEARL FARMS	36-16779*	7/13/1987	1.3	IRRIGATION	2508.5
JENTZSCH KEARL FARMS	36-16787	4/6/1978	0.63	IRRIGATION	2508.5
JENTZSCH KEARL FARMS	36-16925	7/25/1987	0.03	COMMERCIAL	
JENTZSCH KEARL FARMS	36-16980	7/25/1987	0.29	IRRIGATION	995
JENTZSCH KEARL FARMS	36-8622	12/4/1991	0.02	COMMERCIAL	
JENTZSCH, RODNEY A; JENTZSCH, SHIRLEY S	36-15536*	4/1/1964	3.44	IRRIGATION	1201
JENTZSCH, RODNEY A; JENTZSCH, SHIRLEY S	36-16554	3/21/1989	0.34	IRRIGATION	1201
JENTZSCH, RODNEY A; JENTZSCH, SHIRLEY S	36-16622	7/3/1974	2.95	IRRIGATION	172
JENTZSCH, RODNEY A; JENTZSCH, SHIRLEY S	36-16827	9/13/1984	0.1	IRRIGATION	15.3
JENTZSCH, RODNEY A; JENTZSCH, SHIRLEY S; KEARL, JOSEPH; KEARL, MELYNDA	36-16826	9/13/1984	2.34	IRRIGATION	1257
JENTZSCH, RODNEY A; JENTZSCH, SHIRLEY S; KEARL, JOSEPH; KEARL, MELYNDA	36-16924	7/25/1987	2.74	IRRIGATION	1257
JEROME CHEESE CO	36-16380	9/12/1973	0.11	MITIGATION	
JEROME CHEESE CO	36-7337F	11/25/1977	0.66	COMMERCIAL	
JEROME COUNTRY CLUB INC	36-8344	2/12/1988	0.41	IRRIGATION	104
JEROME COUNTY ROD & GUN CLUB	36-8620	11/14/1991	0.02	IRRIGATION, COMMERCIAL	0.5
JEROME RECREATION DISTRICT	36-7525	3/20/1975	0.2	DOMESTIC, RECREATION	
JEROME SCHOOL DISTRICT #261	36-16440	8/31/2006	1.07	HEATING	
JEROME SCHOOL DISTRICT #261	36-16441	8/31/2006	0.45	HEATING	
JEROME SCHOOL DISTRICT #261	36-16898	6/8/2011	1.1	HEATING, COOLING	
JESSE, LYDIA MARIA; JESSE, ROBERT LEE	36-8447	10/10/1989	0.12	IRRIGATION	6
JOHN A STEVENSON & ELAINE G STEVENSON TRUST	36-16872	3/28/1975	0.01	IRRIGATION	3.2
JOHN A STEVENSON & ELAINE G STEVENSON TRUST	36-16873	3/28/1975	0.01	IRRIGATION	3.2
JOHN A STEVENSON & ELAINE G STEVENSON TRUST	36-7529G	3/28/1975	2.18	IRRIGATION	946
JOHN R SEYMOUR & EVELYN LOIS SEYMOUR FAMILY TRUST	45-13542*	3/15/1976	1.28	IRRIGATION	479
JOHN, GLORIA; JOHN, KIT M	37-8346	6/21/1988	0.03	COMMERCIAL	
JOHNSON JR, ELMER F; JOHNSON, JUDY	36-7462	4/3/1974	0.89	IRRIGATION	80
JOHNSON, BECKY; JOHNSON, CHARLES; NELSON, JACK; NELSON, KATHY	37-21644	2/2/2006	0.12	DOMESTIC	
JOHNSON, JODIE; JOHNSON, MITCH	36-7929	8/4/1980	0.06	IRRIGATION, DOMESTIC	1
JOHNSON, WALTER B	45-7632	3/27/1996	1.13	IRRIGATION	79
JONES, RONALD S ; JONES, TAMMY	36-8056A	1/21/1982	4.79	IRRIGATION	312
JONES, RONALD S ; JONES, TAMMY	36-8110A	8/19/1982	0.8	IRRIGATION	312
JOSEF & RITA EHRLER TRUST	45-7377	5/26/1979	0.15	IRRIGATION	12
JOUGLARD SHEEP CO INC	36-8462	10/11/1989	0.16	STOCKWATER, DOMESTIC	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
JUDD, ALENE L; JUDD, GLENN C	45-7536	6/9/1983	0.02	COMMERCIAL, DOMESTIC	
JURGENSMEIER, RALPH	36-7616	3/4/1976	0.22	IRRIGATION	11
K & W DAIRY	36-10225D	5/1/1985	0.06	STOCKWATER, COMMERCIAL	
K & W DAIRY	36-10225K*	5/1/1985	0.58	IRRIGATION	1064.7
K & W DAIRY	36-7477D	5/28/1974	0.06	STOCKWATER, COMMERCIAL	
K & W DAIRY	36-7477K	5/28/1974	0.66	IRRIGATION	1064.7
K & W DAIRY	36-7606D	2/4/1976	0.06	STOCKWATER, COMMERCIAL	
K & W DAIRY	36-7606K	2/4/1976	0.61	IRRIGATION	1064.7
K & W DAIRY	36-7779D	2/22/1978	0.19	STOCKWATER, COMMERCIAL	
K & W DAIRY	36-7779K	2/22/1978	1.93	IRRIGATION	1064.7
K & W DAIRY	36-7832D	12/11/1978	0.02	STOCKWATER, COMMERCIAL	
K & W DAIRY	36-7832K	12/11/1978	0.16	IRRIGATION	1064.7
K & W DAIRY	36-8175	4/1/1984	0.17	STOCKWATER, COMMERCIAL	
K L BLACK TRUST	36-7726	6/23/1977	4	IRRIGATION	261
KEARL, JOSEPH; KEARL, MELYNDA	36-16553	3/21/1989	0.48	IRRIGATION	160
KEARL, JOSEPH; KEARL, MELYNDA	36-8205	6/15/1983	0.6	IRRIGATION	30
KEARL, JOSEPH; KEARL, MELYNDA	36-8595	7/10/1991	0.11	IRRIGATION	5.3
KEARL, JOSEPH; KEARL, MELYNDA	36-8624	12/10/1991	0.21	IRRIGATION	160
KENNEDY, BRENDA; KENNEDY, TRACY S	36-7471	5/3/1974	0.08	IRRIGATION, STOCKWATER	10
KENT SEARLE FAMILY TRUST	45-7317	7/11/1977	3.35	IRRIGATION	4389
KERBS OIL CO INC	45-7643	5/19/1989	0.04	COMMERCIAL	
KERBS OIL CO INC	45-7644	5/22/1989	0.04	COMMERCIAL	
KERBS, WILLIAM	36-16688	5/22/1974	1.52	IRRIGATION	113
KERNER, HERSHEL	37-8361	6/16/1988	0.03	COMMERCIAL	
KING, CORY; KING, VICKY	36-16971	1/4/2013	0.12	HEATING, COOLING, DOMESTIC	
KING, FERRIL; KING, RENE	36-8440	9/7/1989	0.02	COMMERCIAL	
KIRCHER, JAMES; KIRCHER, RACHEL	45-7511	8/27/1982	0.07	IRRIGATION, DOMESTIC	1.1
KLOSTERMAN, KENT L	36-7974	3/25/1981	2.6	IRRIGATION	201
KLOSTERMAN, KENT L	36-8432	6/22/1989	4.01	IRRIGATION	277
KOCH AGRI SERVICE	36-8476	11/6/1989	0.01	COMMERCIAL	
KOCH AGRI SERVICE	36-8477	11/6/1989	0.06	COMMERCIAL	
KOCH, DENISE K; KOCH, MITCHELL L	37-7755	12/4/1978	0.04	IRRIGATION, DOMESTIC	2
KORB, LONNIE; KORB, LOVENIA	45-7689	2/22/1991	0.14	IRRIGATION	7
KULHANEK, DENNIS; KULHANEK, MAXINE	36-8503	2/21/1990	0.04	IRRIGATION	2
KUNSMAN, SHIRLEY	36-8249	7/12/1984	0.09	IRRIGATION, DOMESTIC	2.5
KUNSMAN, SHIRLEY	36-8306	2/26/1986	0.08	IRRIGATION	2.5
L & S LAND HOLDINGS LLC	36-7539	6/10/1975	7.6	IRRIGATION	449.3
L M DAIRY	36-8224	6/29/1983	0.17	IRRIGATION, STOCKWATER, COMMERCIAL, DOMESTIC	2
LAKE MEAD ENTERPRISES	45-7439B	2/29/1980	3.92	IRRIGATION	921.3
LAMBERT PRODUCE CO INC	45-13470	6/30/1985	0.1	IRRIGATION	186
LAMBERT PRODUCE CO INC	45-13777	6/30/1985	11.22	IRRIGATION	4983
LAMBERT PRODUCE INC	45-4041	6/30/1985	0.5	IRRIGATION	749
LAMBERT PRODUCE INC	45-7439A	2/29/1980	1.46	IRRIGATION	118.8
LANIER, BLANCHE; LANIER, MELVIN	36-8501	2/21/1990	0.07	IRRIGATION, DOMESTIC	1.5
LAZY P FARMS; PAULS, DEBBRAH; PAULS, EMIL V; PAULS, RONALD	37-8147	6/27/1983	0.04	IRRIGATION, STOCKWATER, DOMESTIC	1.8
LCSC ENTERPRISES LLC	45-13776	6/30/1985	1.81	IRRIGATION	449
LCSC ENTERPRISES LLC	45-7189	9/16/1974	3.53	IRRIGATION	476
LCSC ENTERPRISES LLC	45-7277	10/4/1976	1.11	IRRIGATION	476
LEAVELL, ALONZO B	37-22164	9/20/1974	0.05	IRRIGATION	4.1
LEAVELL, ALONZO B	37-22165	9/20/1974	0.05	IRRIGATION	2
LEAVELL, ALONZO B	37-22166	9/20/1974	0.3	IRRIGATION	21.6

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
LEAVELL, ALONZO B	37-22167	9/20/1974	0.4	IRRIGATION	31
LEDBETTER, GREG; LEDBETTER, JANE F	36-16186	10/28/1977	0.75	IRRIGATION	154
LEDBETTER, JANE F; MILLER, TED	36-8223	3/11/1984	0.62	IRRIGATION, STOCKWATER, COMMERCIAL, DOMESTIC	5
LEDERER, PAUL H; LEDERER, SHARON	36-7592	1/6/1976	2.44	IRRIGATION	178
LEDERER, PAUL H; LEDERER, SHARON	36-7939A	11/29/1980	0.84	IRRIGATION	69.5
LEDERER, PAUL H; LEDERER, SHARON	36-7939B	11/29/1980	0.05	IRRIGATION, STOCKWATER, COMMERCIAL, DOMESTIC	0.5
LEE, MARTIN R	36-8410	2/10/1989	0.03	COMMERCIAL	
LEED CORP	37-21952	10/11/2006	0.44	DOMESTIC	
LG GILLETTE INVESTMENTS LC	37-8742	3/28/1991	4.21	IRRIGATION	995.5
LIND, ELDEN; LIND, MELBA JEAN	36-8583	2/22/1991	3.99	IRRIGATION	238.9
LITTLE SKY FARMS	37-7480	2/24/1977	9.83	IRRIGATION	844.4
LLOYD, JANICE	36-8580	2/19/1991	0.7	IRRIGATION	35
LONG VIEW DAIRY	36-16185	6/30/1983	2.03	IRRIGATION	131
LONG VIEW DAIRY	36-8061	2/9/1982	0.2	STOCKWATER, COMMERCIAL	
LUND, JEFFREY A	36-15211*	1/30/1970	0.33	IRRIGATION	75
LUND, JEFFREY A	36-8649	1/25/1978	1.47	IRRIGATION	73.5
LUXTON, JORDAN; LUXTON, MARJORIE	36-8078	4/14/1982	0.02	DOMESTIC, FIRE PROTECTION	
MAGIC VALLEY GROWERS LTD	37-7591	5/30/1979	5.21	IRRIGATION	260.4
MAGIC VIEW CALVES LLC	37-21144	1/7/1974	0.17	IRRIGATION, MITIGATION	4
MAHLER, ALPHA; MAHLER, EDWIN	36-8442	9/14/1989	0.03	IRRIGATION	1
MALAD ESTATES WATER USERS	37-8892	6/28/2000	0.2	DOMESTIC	
MART PRODUCE CORP	36-8457	9/20/1989	0.16	COMMERCIAL	
MART PRODUCE CORP	36-8458	9/20/1989	0.01	COMMERCIAL	
MC CABE, LINDA JOY; MC CABE, ROBERT	37-20747*	4/1/1978	0.56	IRRIGATION	300
MC CAIN FOODS USA INC	45-7241	5/27/1975	0.25	COMMERCIAL, FIRE PROTECTION	
MC CAUGHEY, MARGARET; MC CAUGHEY, WALTER L	36-7438	1/31/1974	2	IRRIGATION	100
MC CAUGHEY, MARGARET; MC CAUGHEY, WALTER L	36-8579	2/8/1991	0.68	IRRIGATION	52
MC CLELLAN, TOM	45-7533	4/26/1983	0.09	IRRIGATION	3
MC CLYMONDS, MICHAEL J	36-7873	9/27/1979	0.08	IRRIGATION, DOMESTIC	4.5
MC DONALD, FRANK F	36-8516	3/2/1990	0.11	IRRIGATION, DOMESTIC	3
MC KAY, BRYAN; MC KAY, SHAWNA	36-7456A	3/20/1974	2.1	IRRIGATION, STOCKWATER	182
MC KAY, BRYAN; MC KAY, SHAWNA	36-7456B	3/20/1974	0.89	IRRIGATION	77.5
MC KEAN, EDWARD; MC KEAN, LYNETTE	36-8186	5/17/1983	0.04	COMMERCIAL, DOMESTIC	
MC KNIGHT, SPARR	37-22201	7/5/2007	0.04	DOMESTIC	
MC MANUS, JANINE B; MC MANUS, WILLIAM D	36-8226	7/23/1983	0.74	IRRIGATION	37
MC MANUS, JANINE B; MC MANUS, WILLIAM D	36-8288	7/21/1985	0.58	IRRIGATION	29
MC MANUS, JANINE B; MC MANUS, WILLIAM D	45-7548	7/3/1983	1.44	IRRIGATION	103.8
MC MANUS, WILLIAM D	45-7264	3/23/1976	3.78	IRRIGATION	189
MC MINN, DALE M	36-16109	11/19/1979	0.06	IRRIGATION, DOMESTIC	2
MC REITS LLC	36-8382	8/16/1988	0.67	STOCKWATER, COMMERCIAL, DOMESTIC	
MEEKS FAMILY LTD PARTNERSHIP	36-7684	3/2/1977	1.41	IRRIGATION	180
MEEKS, DIANE SAWYER; MEEKS, JAMES D	36-7336	8/8/1986	0.88	IRRIGATION	87
MENDOZA, BERTHA; MENDOZA,	45-14343	12/29/1989	0.07	IRRIGATION	3.3

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
MENSINGER, PAUL; VOGT, EVELYN	36-16136	11/25/1977	0.36	IRRIGATION	18
MERENZ, MAX H	36-7396	10/29/1973	0.15	IRRIGATION, DOMESTIC	5.5
MESSNER, ROBERT; MESSNER, SHIRLENE	36-16547	9/12/1973	1.6	IRRIGATION	160
METZ, JOHN B	36-16492	8/25/1977	0.11	IRRIGATION, IRRIGATION STORAGE, IRRIGATION FROM STORAGE, STOCKWATER, DIVERSION TO STORAGE	5
MEYERS, KATHI L; MEYERS, ROBERT J	36-7459	3/20/1974	2.45	IRRIGATION	160
MEYERS, KATHI L; MEYERS, ROBERT J	37-7611	5/23/1977	2.18	IRRIGATION, STOCKWATER	112
MEYERS, ROBERT J	36-7854	2/16/1990	2.71	IRRIGATION	142
MEYERS, ROBERT J	37-8801	10/20/1992	0.1	DOMESTIC	
MILLENKAMP PROPERTIES	36-16927	11/26/1974	1.06	IRRIGATION	217.8
MILLENKAMP PROPERTIES LLC	36-16914	4/24/1990	0.06	IRRIGATION	3
MILLENKAMP PROPERTIES LLC	36-16915	4/24/1990	1.36	STOCKWATER, COMMERCIAL	
MILLENKAMP, SUSAN; MILLENKAMP, WILLIAM J	36-16916	4/24/1990	0.88	IRRIGATION	217.8
MILLENKAMP, SUSAN; MILLENKAMP, WILLIAM J	36-16926	11/26/1974	1.18	IRRIGATION	79
MILLENKAMP, SUSAN; MILLENKAMP, WILLIAM J	45-11912*	11/6/1981	0.71	IRRIGATION	277
MILLENKAMP, SUSAN; MILLENKAMP, WILLIAM J	45-7290	7/26/1977	3.78	IRRIGATION	189
MILLENKAMP, SUSAN; MILLENKAMP, WILLIAM J	45-7331	10/12/1978	4.7	IRRIGATION	277
MILLER, CARLEEN; MILLER, GERALD	36-8232	9/27/1983	0.09	IRRIGATION, COMMERCIAL, DOMESTIC	1
MILLER, CARLEEN; MILLER, GERALD	36-8233	12/17/1991	0.06	HEATING, RECREATION	
MILLER, DIANE M; MILLER, GUS E	37-8373	8/10/1988	0.04	IRRIGATION, STOCKWATER, DOMESTIC	2
MILLER, GARY W; MILLER, TERESA S	37-7491	6/8/1976	0.06	IRRIGATION, DOMESTIC	2
MILLER, JOLENE R; MILLER, TERRY D	36-7823A	9/8/1978	1.31	IRRIGATION	331
MILLER, JOLENE R; MILLER, TERRY D	36-7823B	9/8/1978	0.23	IRRIGATION	130
MILLER, KALVIN W; MILLER, PAMELLA K	36-12953*	3/9/1979	1.25	IRRIGATION	320
MILLERCOORS LLC	45-7641	6/8/1989	0.04	COMMERCIAL	
MINIDOKA COUNTY FIRE PROTECTION DISTRICT	36-16364	8/15/2005	0.04	DOMESTIC, FIRE PROTECTION	
MINIDOKA FARMS LLC	36-7403	11/8/1973	1.35	IRRIGATION	632
MINIDOKA FARMS LLC	36-8133	12/31/1982	0.21	IRRIGATION	632
MINIDOKA LUMBER CO	36-12643*	3/15/1973	1.7	IRRIGATION	793
MINIDOKA LUMBER CO	36-16208	10/29/1973	0.16	COMMERCIAL	
MINIDOKA LUMBER CO	36-16209	10/29/1973	4.36	IRRIGATION	634
MINIDOKA LUMBER CO	36-8493	12/19/1989	2.7	IRRIGATION	793
MIPAD LTD PARTNERSHIP	36-8538	6/1/1990	0.27	STOCKWATER, COMMERCIAL	
MIPAD LTD PARTNERSHIP	37-8867	11/25/1977	0.14	STOCKWATER, COMMERCIAL	
MIRKIN, JON F; MIRKIN, SHANNAN R	36-16634	4/8/1975	0.09	COMMERCIAL	
MITCHELL, DELL N; MITCHELL, LYNN N	45-14334	10/20/1980	0.31	IRRIGATION	23.8
MITCHELL, DELL N; MITCHELL, LYNN N	45-14336	2/14/1991	0.11	IRRIGATION	7
MITCHELL, DELL N; MITCHELL, SUSAN L	45-7454	10/20/1980	1.32	IRRIGATION	102.6
MITCHELL, DELL N; MITCHELL, SUSAN L	45-7688	2/14/1991	0.56	IRRIGATION	35.6
MITCHELL, JAN R; MITCHELL, LYNN N	45-14333	10/20/1980	0.17	IRRIGATION	13.6
MITCHELL, JAN R; MITCHELL, LYNN N	45-14335	2/14/1991	0.15	IRRIGATION	9.4
MITCHELL, RALPH M	45-7640	5/23/1989	0.07	IRRIGATION, DOMESTIC	1.5

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
MOLYNEUX, CLYDE L; MOLYNEUX, TERESA L	37-8065	1/14/1983	0.09	IRRIGATION, DOMESTIC	1.5
MONSON, LEO DEAN	36-16205	4/14/1983	0.09	IRRIGATION	7
MONTGOMERY, DARLENE M; MONTGOMERY, LLOYD J	36-12464*	5/1/1981	0.11	IRRIGATION	76.2
MOO VIEW COW PALACE	45-13905	11/16/1974	0.3	STOCKWATER, COMMERCIAL	
MOOSMAN, MARK C; MOOSMAN, SHANILLE H	45-11635	6/26/1978	0.04	DOMESTIC	
MORGAN, CODY G; MORGAN, KATHY J	36-16094	3/10/1992	0.03	STOCKWATER	
MORGAN, CODY G; MORGAN, KATHY J	36-16407	3/10/1992	1.53	IRRIGATION	390.5
MORGAN, CODY G; MORGAN, KATHY J	36-16408	3/10/1992	0.08	STOCKWATER, COMMERCIAL	
MORRIS, AUDREY; MORRIS, HOWARD L; MORRIS, JEREMY; MORRIS, RHONDA K	37-20838	2/6/1974	1.15	IRRIGATION	376
MORRIS, AUDREY; MORRIS, HOWARD L; MORRIS, JEREMY; MORRIS, RHONDA K	37-8500	2/22/1989	0.09	IRRIGATION	3
MORRIS, HOWARD L; MORRIS, RHONDA	36-7367M	8/13/1973	3.52	IRRIGATION	421
MORRIS, HOWARD L; MORRIS, RHONDA	36-7381M	9/19/1973	0.59	IRRIGATION	421
MORRIS, HOWARD L; MORRIS, RHONDA	36-7445M	2/21/1974	1.03	IRRIGATION	421
MORRIS, HOWARD L; MORRIS, RHONDA	36-7480N	5/31/1974	2.32	IRRIGATION	421
MORRIS, HOWARD L; MORRIS, RHONDA	37-7315B	11/7/1973	0.15	IRRIGATION	126.8
MORRIS, HOWARD L; MORRIS, RHONDA	37-7316	11/7/1973	3.1	IRRIGATION	155
MORRIS, HOWARD L; MORRIS, RHONDA	37-7363	5/31/1974	1.64	IRRIGATION	117
MORRIS, HOWARD L; MORRIS, RHONDA	37-7531	10/6/1976	0.66	IRRIGATION	33
MOSS GREENHOUSES INC; MOSS, CAROLYN A	36-8298	9/23/1985	0.27	COMMERCIAL	
MOSS PRODUCE LLC	36-8426	7/18/1989	0.02	COMMERCIAL	
MOSS, CAROLYN A; MOSS, DE WITT A	36-7898	2/27/1980	0.06	COMMERCIAL, DOMESTIC	
MOSS, DEAN H; MOSS, MARSHA	45-14436	10/30/1980	0.04	IRRIGATION, DOMESTIC	2.2
MOUNTAIN VIEW LAND LP	36-7460L	3/25/1974	0.55	STOCKWATER, COMMERCIAL	
MOUNTAIN VIEW LAND LP	36-7646	9/24/1976	1.05	STOCKWATER, COMMERCIAL	
MOUNTAIN VIEW LAND LP	36-7945	10/20/1980	0.5	IRRIGATION	25
MOUNTAIN VIEW WATER CORP	37-21278	3/22/2004	0.06	DOMESTIC	
MOUNTAIN VIEW WATER CORP	37-7469	3/14/1976	0.67	DOMESTIC	
MOYLE, ALLEN; MOYLE, KARLA	36-8418	3/16/1989	0.48	STOCKWATER, COMMERCIAL, DOMESTIC	
MOYLE, ALLEN; MOYLE, KARLA	36-8768	6/16/1997	0.17	STOCKWATER, COMMERCIAL	
MOYLE, LEE	36-8450	9/21/1989	0.02	COMMERCIAL	
MPD HOLDING LLC	37-7259	9/12/1973	3.64	IRRIGATION	182
MPD HOLDING LLC	37-8707	3/26/1991	2	IRRIGATION	100
MUNSEE, AMY; MUNSEE, MARK W	36-8559	9/4/1990	1.86	IRRIGATION	93
MURPHY, LA VERN A	36-8361	5/31/1988	0.09	IRRIGATION	3
MUSSMANN, MILDRED; MUSSMANN, BERWYN	36-7700	5/2/1977	0.73	IRRIGATION, STOCKWATER	88
MVCP LLC	45-13904	11/16/1974	10.07	IRRIGATION	4389
MVCP LLC	45-13981	5/4/1978	4.6	IRRIGATION	4389
MVCP LLC	45-7186A	12/7/1974	6.12	IRRIGATION	4389
NALLEY, TINA L	37-8750	7/12/1991	0.13	IRRIGATION, STOCKWATER, DOMESTIC	6
NAPIER, DIANNA K	36-8521	12/19/1991	0.03	IRRIGATION, DOMESTIC	1
NEIBAUR, MACK W	36-11893*	7/23/1985	0.08	IRRIGATION	79
NEIBAUR, MACK W	36-7529H	3/28/1975	0.35	IRRIGATION	79
NEIBAUR, MITCHELL D; NEIBAUR, RACHEL H	36-15212*	3/15/1975	0.33	IRRIGATION	310

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
NEIBAUR, MITCHELL D; NEIBAUR, RACHEL H	36-15213*	3/15/1980	0.13	IRRIGATION	310
NEIBAUR, MITCHELL D; NEIBAUR, RACHEL H	36-16955*	7/23/1985	0.07	IRRIGATION	79
NEIBAUR, MITCHELL D; NEIBAUR, RACHEL H	36-7490	7/30/1974	4	IRRIGATION	310
NEIBAUR, MITCHELL D; NEIBAUR, RACHEL H	36-7529A	3/28/1975	0.9	IRRIGATION	541.8
NEIBAUR, MITCHELL D; NEIBAUR, RACHEL H	36-7529B	3/28/1975	1.47	IRRIGATION	541.8
NEIBAUR, STEVE	36-15375*	4/1/1978	1.25	IRRIGATION	427
NEILSON, GLENN	36-8487	9/27/1989	0.22	DOMESTIC	
NELLIS, CARL H; NELLIS, JANE	36-7481	6/4/1974	0.04	IRRIGATION	2
NELSEN DAIRY	36-8745	11/7/1995	0.14	STOCKWATER, COMMERCIAL	
NELSON, JACK; NELSON, KATHY	37-8717	3/1/1991	0.08	IRRIGATION	2.6
NELSON, JACK; NELSON, KATHY	37-8740	3/14/1991	0.09	IRRIGATION	3
NESBIT, BERVA DAWN; NESBIT, LARRY R	36-8124	9/30/1982	0.16	IRRIGATION, STOCKWATER	7
NEUMANN, DAVID A; NEUMANN,	37-7837	6/24/1980	0.1	IRRIGATION, STOCKWATER	5
NEWCOMB, BRUCE C	45-7184	8/6/1974	5.57	IRRIGATION	614.1
NEWCOMB, BRUCE C	45-7507	6/16/1982	1.93	IRRIGATION	614.1
NEWCOMB, LONNA; NEWCOMB, MARK T	36-7890	1/17/1980	1.48	IRRIGATION	144
NEWCOMB, MARK T	45-12439	7/28/1978	11.15	IRRIGATION, STOCKWATER	629
NEWCOMB, MARK T	45-12440	5/14/1976	4.28	IRRIGATION	237
NEWCOMB, MARK T	45-14069	2/6/1979	0.37	IRRIGATION	269.6
NEWCOMB, MARK T	45-7252	7/2/1976	4.56	IRRIGATION	842
NEWCOMB, MARK T	45-7268B	5/14/1976	0.61	IRRIGATION	842
NEWCOMB, MARK T	45-7318	7/14/1977	3.38	IRRIGATION	200
NIELSEN, A DIANE; NIELSEN, RICHARD G	36-8474	9/29/1989	0.04	COMMERCIAL	
NORTH RIM FAIRWAYS OWNERS ASSN INC	36-8399	1/5/1995	0.41	DOMESTIC	
NORTH SNAKE GROUND WATER	36-16178	11/25/1977	0.26	IRRIGATION	13
NORTHSIDE DAIRY	36-7529F	3/28/1975	0.27	IRRIGATION	312
NORTHSIDE DAIRY	36-8490	11/7/1989	0.27	STOCKWATER, COMMERCIAL, DOMESTIC	
NORTHSIDE DAIRY; VERBREE JR, JACK; VERBREE LAND HOLDINGS LLC	36-16747	8/16/1973	0.38	IRRIGATION	100
NORTHSIDE DAIRY; VERBREE LAND HOLDINGS LLC	36-16633	4/8/1975	2.2	IRRIGATION	211.5
NORTHSIDE RANCH CO LLC	36-13986	3/1/1978	0.2	STOCKWATER, DOMESTIC	
NORTHWEST FARM CREDIT SERVICES FLCA; ROTH INVESTMENTS LLC	36-8417	3/1/1989	0.76	STOCKWATER, DOMESTIC	
NORTHWEST FARM CREDIT SERVICES FLCA; ROTH INVESTMENTS LLC	37-8685	9/20/1990	0.84	STOCKWATER, INDUSTRIAL	
NORTHWEST FARM CREDIT SERVICES FLCA; VAN BEEK, JOHN W	36-8165	4/7/1983	0.88	STOCKWATER, COMMERCIAL	
NORTHWEST FARM CREDIT SERVICES FLCA; VAN DYK, MARIE C; VAN DYK, RICHARD B	36-8547	4/25/1990	0.33	STOCKWATER, COMMERCIAL, DOMESTIC	
NORTHWEST FARM CREDIT SERVICES FLCA; VERBREE LAND HOLDINGS LLC	36-8667	7/10/1992	0.27	STOCKWATER, COMMERCIAL, DOMESTIC	
NORTHWEST FARM CREDIT SERVICES PCA; TABER, BEVERLY; TABER, DONALD	37-8401	9/20/1988	3	IRRIGATION	248

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
NORTHWEST FARM CREDIT SERVICES PCA; TAYLOR, JACK; VERBREE LAND HOLDINGS LLC	36-7882A	12/7/1979	2.06	IRRIGATION	200
NOTCH BUTTE FARMS LLC	36-16139*	3/15/1974	0.18	IRRIGATION	188
NOTCH BUTTE FARMS LLC	36-7648	9/29/1976	0.44	IRRIGATION	667
NOTCH BUTTE FARMS LLC	37-20816	11/12/1981	0.49	IRRIGATION	195.4
NOTCH BUTTE FARMS LLC	37-20817	11/12/1981	0.47	IRRIGATION	187
NOTCH BUTTE FARMS LLC	37-22612	9/29/1976	0.11	IRRIGATION	335.1
NOTCH BUTTE FARMS LLC	37-8909*	3/15/1974	0.02	STOCKWATER	
NUNES BROTHERS DAIRY	36-8552	6/28/1990	0.12	STOCKWATER, COMMERCIAL, DOMESTIC	
O DONNELL, JOSEPH A; O DONNELL, JOYCE M	36-7662	1/8/1977	0.08	IRRIGATION, DOMESTIC	2
OAK VALLEY LAND CO LLC	45-10777A*	3/15/1976	0.47	IRRIGATION	463
OAK VALLEY LAND CO LLC	45-13591*	3/15/1979	0.26	IRRIGATION	241
OAK VALLEY LAND CO LLC	45-13923	11/24/1981	0.49	IRRIGATION	267.1
OAK VALLEY LAND CO LLC	45-13928	6/11/1979	6	IRRIGATION	3694.1
OAK VALLEY LAND CO LLC	45-13929	6/11/1979	0.4	IRRIGATION	267.1
OAK VALLEY LAND CO LLC	45-13930	6/30/1985	1.29	IRRIGATION	3694.1
OAK VALLEY LAND CO LLC	45-13931	6/30/1985	0.08	IRRIGATION	267.1
OAK VALLEY LAND CO LLC	45-13934	6/30/1985	2.3	IRRIGATION	3694.1
OAK VALLEY LAND CO LLC	45-13935	6/30/1985	0.15	IRRIGATION	267.1
OAK VALLEY LAND CO LLC	45-13945	11/24/1981	1.24	STOCKWATER, COMMERCIAL	
OAK VALLEY LAND CO LLC	45-14005*	4/1/1978	0.33	IRRIGATION	265.1
OAK VALLEY LAND CO LLC	45-14006*	4/1/1978	0.1	STOCKWATER, COMMERCIAL	
OAK VALLEY LAND CO LLC	45-14310	11/24/1981	5.07	IRRIGATION	3694.1
OAK VALLEY LAND CO LLC	45-14311	11/24/1981	1.02	STOCKWATER, COMMERCIAL	
OAK VALLEY LAND CO LLC	45-4176*	3/15/1976	0.18	IRRIGATION	463
OAK VALLEY LAND CO LLC	45-7339B	2/2/1978	0.8	IRRIGATION	371.7
OAK VALLEY LAND CO LLC	45-7672	12/29/1989	0.43	IRRIGATION	371.7
OLIVER, DEBBY; OLIVER, ROGER K	45-7545	6/29/1983	0.05	IRRIGATION	1.5
OLIVER, JIMMY R	45-7650	6/21/1989	0.06	IRRIGATION, DOMESTIC	1
OLSON, CHRISTIAN CHAD	37-8377	8/19/1988	0.03	IRRIGATION	1
OPPIO LAND & LIVESTOCK LLC	37-19848*	4/15/1987	0.29	IRRIGATION	142.4
OPPIO LAND & LIVESTOCK LLC	37-8010	12/5/1982	2.52	IRRIGATION	142.4
OPPIO LAND & LIVESTOCK LLC	37-8756C	2/4/1987	1.34	IRRIGATION	67
ORLO H MAUGHAN FAMILY REVOCABLE TRUST	36-7669	1/17/1977	2.36	IRRIGATION	1100
ORLO H MAUGHAN FAMILY REVOCABLE TRUST	36-7883B	1/15/1980	1.49	IRRIGATION	1100
ORLO H MAUGHAN FAMILY REVOCABLE TRUST DTD 02/03/1978	36-15191	6/15/1981	0.45	IRRIGATION	1100
ORLO H MAUGHAN FAMILY REVOCABLE TRUST DTD 02/03/1978	36-7964A	2/9/1981	2	IRRIGATION	1100
ORLO H MAUGHAN FAMILY REVOCABLE TRUST DTD 02/03/1978	36-7964B	2/9/1981	3.7	IRRIGATION	1100
PALACIO, THOMAS R	37-7629	6/14/1977	1.3	IRRIGATION	76
PARKINSON, ROBERT J	36-8591	3/6/1991	1	IRRIGATION	66
PARNELL, KEVIN	36-16207	2/27/1979	0.02	STOCKWATER, COMMERCIAL	
PARNELL, KEVIN	37-21266	2/27/1979	0.07	IRRIGATION, MITIGATION	3.6
PARR, LOVELLE L; PARR, ROLLIN	36-7541	5/7/1975	0.19	IRRIGATION	25
PATTCO LLLP	45-13398*	3/15/1987	0.66	IRRIGATION	133
PATTCO LLLP	45-13399*	3/15/1976	0.97	IRRIGATION	305
PATTCO LLLP	45-7164	1/17/1974	1.2	IRRIGATION	133

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
PATTCO LLLP	45-7261	3/13/1976	0.7	IRRIGATION	305
PATTCO LLLP	45-7603	7/9/1986	1.26	IRRIGATION	72
PATTERSON BROTHERS	36-8022B	11/19/1981	0.04	COMMERCIAL	
PATTERSON FARMS OF IDAHO INC	36-7718	6/1/1977	1.68	IRRIGATION	84
PATTERSON LAND & LIVESTOCK CO INC	37-7357	4/25/1974	2.9	IRRIGATION	170
PATTERSON LAND & LIVESTOCK CO INC	37-7952	11/18/1981	0.15	IRRIGATION	10
PATTERSON, ARNOLD F; PATTERSON, CECILIA S	36-7687	4/4/1977	2.8	IRRIGATION	199
PATTERSON, ARNOLD F; PATTERSON, CECILIA S	36-8022A	11/19/1981	0.15	STOCKWATER	
PATTERSON, E F; PATTERSON, PHYLLIS	36-8449	10/12/1989	0.03	IRRIGATION	1
PATTERSON, LISA E; PATTERSON, RUSSELL V	36-16499*	4/1/1984	0.04	IRRIGATION	466.5
PATTERSON, LISA E; PATTERSON, RUSSELL V	36-16526*	4/1/1955	0.31	IRRIGATION	466.5
PAUL CEMETERY MAINTENANCE	36-8586	4/24/1991	0.2	IRRIGATION	10
PAYTON, BROOKE; PAYTON, STEVEN R	36-7483	6/7/1974	0.12	IRRIGATION	6
PEARSON, DONALD N; PEARSON, MARY L	36-16727	3/7/1978	0.07	IRRIGATION	3.6
PELICAN POINT SUBDIVISION ASSN INC	36-8772	1/16/1998	0.73	DOMESTIC	
PERRINE RANCH INVESTMENT GROUP	36-8017	12/24/1981	0.06	STOCKWATER, DOMESTIC	
PERRY GILLETTE FARMS INC	36-15552	3/15/1974	0.86	IRRIGATION	282.6
PETE & JANE REITSMA LIVING TRUST	36-16651	12/17/1974	1.54	IRRIGATION	76.9
PETE & JANE REITSMA LIVING TRUST	36-16652	12/17/1974	0.06	STOCKWATER, COMMERCIAL	
PETE & JANE REITSMA LIVING TRUST	36-8378	7/23/1997	0.07	STOCKWATER, COMMERCIAL	
PETERS, THOMAS R	36-8577	2/28/1991	1.68	IRRIGATION	94
PETTA, DANIEL FREDRICK	36-16144	11/25/1977	0.02	IRRIGATION	1
PETTERSON, REBECCA L; PETTERSON, TIM	36-7460AH	3/25/1974	0.49	STOCKWATER, COMMERCIAL	
PETTERSON, REBECCA L; PETTERSON, TIM	36-8533	4/11/1990	0.1	STOCKWATER, COMMERCIAL, DOMESTIC	
PICKET, KIRK	45-7635	4/12/1993	0.08	COMMERCIAL	
PICKETT RANCH & SHEEP CO	45-13658	6/30/1985	0.34	IRRIGATION	475
PIERSON, MARGARET A; PIERSON, MARVIN E	37-7649	7/27/1978	2.99	IRRIGATION	181
PILKINTON, C R; PILKINTON, THOMAS R	36-7650B	7/30/1976	0.08	IRRIGATION	4
PIRES, JOHN; PIRES, LUCIA	36-10664	6/23/1976	0.05	IRRIGATION	1.6
PKD PROPERTIES LC	45-14019	2/10/1981	2.05	IRRIGATION	104
PKD PROPERTIES LC	45-7159	11/13/1973	2.36	IRRIGATION	118
PKD PROPERTIES LC	45-7292	4/25/1977	2.6	IRRIGATION	180
PKD PROPERTIES LC	45-7299	5/4/1977	3.18	IRRIGATION	165
PKD PROPERTIES LC	45-7433	12/28/1979	0.83	IRRIGATION	140
PKD PROPERTIES LC	45-7508	7/12/1982	1.62	IRRIGATION	112
PKD PROPERTIES LC; TLD PROPERTIES LLC	45-13475	6/30/1985	3.66	IRRIGATION	2040
POPA, DAN; POPA, PAM	36-8197	6/7/1983	0.08	IRRIGATION, DOMESTIC	2.5
POSTMA, LAURA; POSTMA, RAYMOND	37-7447B	7/30/1975	0.31	IRRIGATION	16
POTEET, HERBERT W; POTEET, RICHARD F	36-7600	1/19/1976	3.88	IRRIGATION	308
PRESCOTT, ALICE M; PRESCOTT, GWENNA R; PRESCOTT, MARVIN L; PRESCOTT, WADE L	37-7620	6/2/1977	3.31	IRRIGATION, IRRIGATION STORAGE, IRRIGATION FROM STORAGE, DIVERSION TO STORAGE	450.4
PRICE, BERTHA; PRICE, EUGENE F	45-10000*	4/1/1971	0.74	IRRIGATION	202.1
PRINCE, CARI L; PRINCE, JAMES J	36-16100	5/9/1988	0.09	STOCKWATER, COMMERCIAL	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
PRINCE, CARI L; PRINCE, JAMES J	36-8395	9/23/1988	0.11	STOCKWATER, COMMERCIAL	
PRINCE, CARI L; PRINCE, JAMES J	36-8505	2/23/1990	0.08	STOCKWATER, COMMERCIAL, DOMESTIC	
QUAD CAPITAL LLC	36-8221	7/9/1983	0.02	COMMERCIAL	
R J LLC	36-7523	2/26/1975	2.68	IRRIGATION, DOMESTIC	660
R J LLC	36-7835	12/22/1978	3.13	IRRIGATION	660
R J LLC	36-7934	8/19/1980	2.68	IRRIGATION	660
RANGEN INC	36-8048	12/21/1981	0.41	IRRIGATION	20.2
RAVENS CROFT, HARRIETT B; RAVENS CROFT, VERNON F	37-7343	3/3/1974	1.8	IRRIGATION	90
RED BRIDGE FARMS LLC	36-14285*	5/1/1977	0.32	IRRIGATION	274
RED BRIDGE FARMS LLC	36-14394*	6/28/1967	0.16	IRRIGATION	618
REMSBERG, JOHN D; REMSBERG, JUDY	36-16728	3/7/1978	0.71	IRRIGATION	35.4
REMSBERG, JOHN D; REMSBERG, JUDY	36-7730	7/1/1977	4	IRRIGATION	400
RICHAN, CLYDE L; RICHAN, ELVERA L	36-8486	9/19/1989	0.03	COMMERCIAL, DOMESTIC	
RICHARDS, BETH N; RICHARDS, JACKSON H	36-16110	11/19/1979	0.06	IRRIGATION	3
RIDDLE, LEN H; VEENSTRA, FRANK W	36-7376	9/29/1973	2.75	IRRIGATION	185
RIETKERK, GEORGE; RIETKERK, NANCY	36-7888	1/10/1980	0.07	IRRIGATION, STOCKWATER, DOMESTIC	1
RIETKERK, JOHN H; RIETKERK, RHONDA	36-7691	3/22/1977	0.7	IRRIGATION	220
RITCHIE, JAMES M; RITCHIE, KARLYN	36-7394	11/14/1973	4.56	IRRIGATION	330
RITCHIE, JAMES M; RITCHIE, KARLYN	36-7752	9/28/1977	3.58	IRRIGATION	251
RITCHIE, JAMES M; RITCHIE, KARLYN	36-8077	7/12/1984	1.6	IRRIGATION	330
RIVERSIDE CEMETERY DISTRICT	36-15341*	8/20/1976	0.12	IRRIGATION	9
RIVERSIDE ELECTRIC CO	36-8492	11/13/1989	0.01	COMMERCIAL	
ROBERTSON LAND CO LLC	36-7674	1/28/1977	4.74	IRRIGATION	400
ROBERTSON, COLLETTE; ROBERTSON, LOGAN	36-16840	3/13/1989	0.02	IRRIGATION	7.7
ROBERTSON, COLLETTE; ROBERTSON, LOGAN	36-16846	7/13/1987	0.01	IRRIGATION	7.7
ROBERTSON, COLLETTE; ROBERTSON, LOGAN	36-16854	4/6/1978	0.01	IRRIGATION	7.7
ROBERTSON, PAUL	36-7690A	4/6/1978	2.24	IRRIGATION	1140
ROCHA DAIRY	36-7460AB	3/25/1974	0.6	STOCKWATER, COMMERCIAL, DOMESTIC	
ROCHA DAIRY	36-8379	8/19/1988	0.38	STOCKWATER, COMMERCIAL, DOMESTIC	
RODNEY HANSEN FARMS INC	36-11147*	3/15/1968	0.27	IRRIGATION	500
ROGERS, DOROTHY; ROGERS, WAYNE	36-7428	1/10/1974	0.4	IRRIGATION	30
ROLLER KING TRUST	36-8419	4/4/1989	0.04	COMMERCIAL	
ROLLING ROCK DAIRY FARM LLC	36-8546	5/15/1990	0.08	STOCKWATER, COMMERCIAL	
ROSA, EDWARD M; ROSA, KAREN R	37-7447A	7/30/1975	0.29	IRRIGATION	15
ROSS, PAULINE	37-8112	6/2/1983	0.02	COMMERCIAL, COOLING	
ROTH INVESTMENTS LLC	36-16683	2/26/1980	18.39	IRRIGATION	1151.5
ROTH INVESTMENTS LLC	36-16684	2/26/1980	0.37	STOCKWATER, COMMERCIAL	
ROTH INVESTMENTS LLC	36-16886*	7/5/1985	0.49	IRRIGATION	220
ROTH INVESTMENTS LLC	36-16887*	7/5/1985	0.03	STOCKWATER, COMMERCIAL	
ROTH INVESTMENTS LLC	36-7894B	2/26/1980	0.31	STOCKWATER, COMMERCIAL	
ROTH INVESTMENTS LLC	36-7906A	3/26/1980	0.35	IRRIGATION	234
ROTH INVESTMENTS LLC	36-7906B	3/26/1980	0.11	STOCKWATER, COMMERCIAL	
ROTH INVESTMENTS LLC	36-8468	9/26/1989	0.86	COMMERCIAL	
ROTH, JAMES D	36-7395	10/24/1973	3.18	IRRIGATION	314

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
ROTH, JAMES D	36-7705	5/16/1977	2.09	IRRIGATION	167
ROWSER, JUSTIN	45-13519*	3/15/1976	0.01	IRRIGATION	27
ROYCE, DAN; ROYCE, JO ANNE	36-8609	10/21/1991	0.02	IRRIGATION, STOCKWATER, DOMESTIC	2.5
RUBY RANCH INC	36-7860	6/20/1979	1.01	IRRIGATION	51
RUBY, HAROLD J; RUBY, LINDA L	36-7508A	11/5/1974	0.61	IRRIGATION	33
RUBY, KENNETH E	36-7794	4/28/1978	0.38	IRRIGATION	19
RUBY, KENNETH E; RUBY, MARY LOU	37-7442	7/11/1975	6.47	IRRIGATION, STOCKWATER, DOMESTIC	320
RUDY, THOMAS A	45-7278	12/6/1976	0.24	DOMESTIC	
RUPERT ANIMAL HOSPITAL	36-8460	10/11/1989	0.05	COMMERCIAL	
RURAL ELECTRIC CO	36-8435	8/11/1989	0.04	COMMERCIAL	
RYAN, EDWARD G	37-7313	11/2/1973	1.11	IRRIGATION	75
SABALA, JANE M; SABALA, JERRY	36-7515	12/12/1974	0.73	IRRIGATION	38
SACCOMAN, MARK M	36-7380	9/19/1973	0.32	IRRIGATION	16
SAGEBRUSH SPUDS	36-8366	6/15/1988	0.02	COMMERCIAL	
SALMON FALLS LAND & LIVESTOCK CO INC	36-10033*	3/15/1975	1.07	IRRIGATION	370
SALMON FALLS LAND & LIVESTOCK CO INC	36-10035*	3/15/1981	0.47	IRRIGATION	370
SALMON FALLS LAND & LIVESTOCK CO INC	36-10037*	3/15/1974	1.65	IRRIGATION	404
SAND SPRINGS LP	36-7452	3/11/1974	0.5	IRRIGATION	235
SAND SPRINGS LP	36-7453	3/11/1974	1.34	IRRIGATION	67
SAND SPRINGS RANCH PARTNERSHIP	36-7499A	9/4/1974	2.26	IRRIGATION	113
SAWTOOTH SHEEP INC	37-8702	1/31/1991	2.5	IRRIGATION	260
SCARROW, JIM D	36-15328	7/6/1974	5.19	IRRIGATION	263
SCARROW, JIM D	36-7337K	11/25/1977	1.3	STOCKWATER, COMMERCIAL	
SCARROW, JIM D	36-7386	10/9/1973	3.2	IRRIGATION	160
SCARROW, JIM D	36-7563	9/26/1974	4.38	IRRIGATION	219
SCARROW, JIM D	36-7572	10/14/1975	2.64	IRRIGATION	132
SCARROW, JIM D	36-8164	6/27/1985	2.08	IRRIGATION	104
SCARROW, JIM D	36-8263	2/3/1985	0.85	IRRIGATION	128
SCARROW, JIM D	37-8152	6/30/1983	0.25	STOCKWATER	
SCARROW, JIM D	37-8901	11/25/1977	0.2	STOCKWATER	
SCHAEFFER, DAN; SCHAEFFER, JAMES K	36-8220B	2/7/1990	1.2	IRRIGATION	162
SCHENK, ROBERT W; STEWART, REID S; ZOLLINGER, C S	36-10030*	4/1/1975	1.3	IRRIGATION	462
SCHMID, JOHN; SCHMID, PATRICIA	36-8434	7/31/1989	0.03	IRRIGATION	1
SCHOTH, PAMELA S	36-8589	5/9/1991	0.13	IRRIGATION, DOMESTIC	2.7
SEARLE, CLIFFORD; SEARLE, CLOYD R; SEARLE, CRAIG; SEARLE, KELLY; SEARLE, KENT R; SEARLE, RAYMOND C	45-13946	5/4/1978	0.35	STOCKWATER, COMMERCIAL	
SEARLE, SCOTT O	45-7151	8/29/1973	1.38	IRRIGATION	458
SEARLE, SCOTT O	45-7338	1/31/1978	1.54	IRRIGATION	458
SEARLE, SCOTT O	45-7358B	3/20/1979	1.54	IRRIGATION	458
SEARS, CODY J; SEARS, NATALIE N	36-8372	8/3/1988	0.06	IRRIGATION	3
SERR, KAREN B; SERR, MAX A	36-15364*	4/1/1985	0.06	IRRIGATION	214
SERR, KAREN B; SERR, MAX A	36-7965	12/29/1980	1.18	IRRIGATION	59
SHADY GROVE DAIRY PROPERTIES LLC	37-7458A	10/14/1975	1.25	IRRIGATION	145
SHADY GROVE DAIRY PROPERTIES LLC	37-8751	6/11/1991	0.11	STOCKWATER, COMMERCIAL, DOMESTIC	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
SHAW, ACEY RYAN; SHAW, JALYN BELLE; SHAW, RITA S; SHAW, WILLIAM HUBERT	37-21264	2/27/1979	0.63	IRRIGATION	31.5
SHAW, ACEY RYAN; SHAW, JALYN BELLE; SHAW, RITA S; SHAW, WILLIAM HUBERT	37-21425	1/7/1974	2.65	IRRIGATION	133
SHAW, DEAN B	36-7702	5/5/1977	2.32	IRRIGATION	116
SHAW, EUGENE L; SHAW, JOYCE	37-7314	11/5/1973	2.8	IRRIGATION	180
SHAW, EUGENE L; SHAW, JOYCE	37-7726	8/10/1978	0.8	IRRIGATION	180
SHAW, RITA S; SHAW, WILLIAM HUBERT	37-7716	5/22/1978	0.78	IRRIGATION	39
SHAW, WILLIAM HUBERT	37-7394	12/1/1974	5.94	IRRIGATION, STOCKWATER	1892
SHAW, WILLIAM HUBERT	37-7768	2/28/1979	0.18	STOCKWATER	
SHAW, WILLIAM HUBERT	37-7814	12/12/1979	0.14	IRRIGATION	1892
SHAW, WILLIAM HUBERT	37-8705	2/21/1991	7	IRRIGATION	1892
SHEPARD, JANET C; SHEPARD, ROBERT	36-14202*	5/1/1975	0.2	IRRIGATION	130
SHEPARD, JANET C; SHEPARD, ROBERT	36-7737A	7/29/1977	1.42	IRRIGATION	120
SHEPARD, JANET C; SHEPARD, ROBERT	36-7737B	7/29/1977	0.16	IRRIGATION	142
SHOSHONE JOINT SCHOOL DISTRICT	37-7498	6/25/1976	0.3	IRRIGATION	18
SIMPSON, JOYE	45-7333B	1/19/1978	0.08	IRRIGATION	8
SIMPSON, JOYE; TURNER, LOVELL J; TURNER, RONALD J	45-7731	2/12/1996	1.21	IRRIGATION	110.9
SINCLAIR OIL CORP	45-7657	6/30/1989	0.02	COMMERCIAL	
SINNOTT, EDGAR L	37-8869	2/3/1998	0.04	DOMESTIC	
SIRUCEK, MIKE	36-8569	12/10/1990	0.46	IRRIGATION	67
SKAAR, KELLI JO	36-7434	3/21/1974	0.17	IRRIGATION, STOCKWATER	8.5
SLADE, DELILAH; SLADE, KEVIN L	36-15229*	8/17/1972	0.3	IRRIGATION	153
SLADE, WILLIAM J; SLADE, WYLENE	36-15228*	3/15/1973	0.1	IRRIGATION	459
SLIGAR, KEITH	36-7619	8/16/1976	4.15	COMMERCIAL, RECREATION, FIRE PROTECTION	
SLIMAN, MICHAEL E; SLIMAN, MIKE G	37-8060	12/9/1982	0.01	COMMERCIAL	
SLIMAN, MICHAEL E; SLIMAN, MIKE G	37-8061	12/9/1982	0.07	IRRIGATION, DOMESTIC	1
SLUDER, GILBERT T; SLUDER, GONDA O; SLUDER, RONALD E	37-8108	6/1/1983	0.08	DOMESTIC	
SMITH, CLIFFORD L	36-8522	4/11/1990	0.14	IRRIGATION, STOCKWATER, DOMESTIC	5
SMITH, DAVID RA	37-7484	3/22/1976	2.88	IRRIGATION	144
SMITH, GEORGE E; SMITH, NANCY L	45-7541	7/29/1983	0.03	IRRIGATION	1
SMITH, JAMES M; SMITH, SHERRI	45-7180	7/15/1974	0.62	IRRIGATION, DOMESTIC	38
SMITH, JEREMY S	36-16967	5/2/1977	0.05	IRRIGATION	26.4
SMITH, JEREMY S	36-16969	3/15/1981	0.02	IRRIGATION	26.4
SMITH, JEREMY S; SMITH, LISA G; SMITH, RANAE GRIFFIN	36-16664	11/15/1973	0.17	IRRIGATION	51
SMITH, JEREMY S; SMITH, LISA G; SMITH, RANAE GRIFFIN	36-16666*	5/1/1984	0.07	IRRIGATION	51
SMITH, JOHN E	45-7353B	8/9/1978	0.04	IRRIGATION, STOCKWATER, DOMESTIC	2.8
SMITH, RONNIE D; SMITH, SHARLENE M	36-8333	8/25/1987	2.91	IRRIGATION	146
SOARES, JOHN C	36-8803	7/13/2000	0.13	STOCKWATER, COMMERCIAL	
SODERQUIST, CHRISTIE; SODERQUIST, KEITH EDWIN	36-7416C	2/22/1974	4.78	IRRIGATION	310.4
SODERQUIST, CHRISTIE; SODERQUIST, KEITH EDWIN	36-7416D	2/22/1974	4	IRRIGATION	310.4

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
SORENSEN, ESMERALDA J, SORENSON, GREGORY J	37-20361	1/9/2001	0.06	STOCKWATER	
SOUTH IDAHO LEASING INC	36-7768	11/28/1977	3.42	IRRIGATION	171
SOUTH VIEW DAIRY	36-14035D	5/26/1976	0.14	COMMERCIAL	
SOUTH VIEW DAIRY	36-16611	5/28/1974	0.16	IRRIGATION	236.2
SOUTH VIEW DAIRY	36-16612	5/28/1974	0.01	STOCKWATER, COMMERCIAL	
SOUTH VIEW DAIRY	36-16613	2/4/1976	0.15	IRRIGATION	236.2
SOUTH VIEW DAIRY	36-16614	2/4/1976	0.01	STOCKWATER, COMMERCIAL	
SOUTH VIEW DAIRY	36-16615	2/22/1978	0.18	IRRIGATION	236.2
SOUTH VIEW DAIRY	36-16616	2/22/1978	0.01	STOCKWATER, COMMERCIAL	
SOUTH VIEW DAIRY	36-7681A	2/14/1977	0.9	IRRIGATION	56.7
SOUTH VIEW DAIRY	36-7681B	2/14/1977	0.08	STOCKWATER, COMMERCIAL, DOMESTIC	
SOUTH VIEW DAIRY	36-8578	2/8/1993	0.25	STOCKWATER, COMMERCIAL	
SOUTHERN IDAHO REGIONAL SOLID WASTE DISTRICT	45-7221B	1/7/1975	0.46	IRRIGATION, STOCKWATER, INDUSTRIAL, DOMESTIC	640
SOUTHFIELD DAIRY	36-8387	8/31/1988	2.48	IRRIGATION	149
SOUTHFIELD PROPERTIES LLC	36-10666*	5/1/1987	0.19	IRRIGATION	142
SOUTHFIELD PROPERTIES LLC	36-2907	4/26/1990	0.8	IRRIGATION	436
SOUTHFIELD PROPERTIES LLC	36-7295A	12/11/1973	2.43	IRRIGATION	177
SOUTHFIELD PROPERTIES LLC	36-7295B	12/11/1973	2.8	IRRIGATION	190.9
SOUTHFIELD PROPERTIES LLC	36-7295C	12/11/1973	0.32	STOCKWATER, COMMERCIAL	
SOUTHFIELD PROPERTIES LLC	36-7377D	9/7/1973	0.79	STOCKWATER, COMMERCIAL	
SOUTHFIELD PROPERTIES LLC	36-7377F	9/7/1973	0.24	IRRIGATION	141
SOUTHFIELD PROPERTIES LLC	36-7377G	9/7/1973	1.04	IRRIGATION	139
SOUTHFIELD PROPERTIES LLC	36-7377H	9/7/1973	0.05	IRRIGATION	7
SOUTHFIELD PROPERTIES LLC	36-7460B	3/25/1974	1.04	IRRIGATION	99
SOUTHFIELD PROPERTIES LLC	36-7460E	3/25/1974	0.13	IRRIGATION	8
SOUTHFIELD PROPERTIES LLC	36-7460F	3/25/1974	0.12	IRRIGATION	8
SOUTHFIELD PROPERTIES LLC	36-7533A	3/27/1975	1.13	IRRIGATION	72
SOUTHFIELD PROPERTIES LLC	36-7533B	3/27/1975	1.12	IRRIGATION	81
SOUTHFIELD PROPERTIES LLC	36-7533C	3/27/1975	0.42	IRRIGATION	30
SOUTHFIELD PROPERTIES LLC	36-7547D	5/13/1975	1.14	STOCKWATER, COMMERCIAL	
SOUTHFIELD PROPERTIES LLC	36-7547F	5/13/1975	0.35	IRRIGATION	141
SOUTHFIELD PROPERTIES LLC	36-7547G	5/13/1975	1.51	IRRIGATION	139
SOUTHFIELD PROPERTIES LLC	36-7547H	5/13/1975	0.08	IRRIGATION	7
SOUTHFIELD PROPERTIES LLC	36-7575	10/31/1975	0.43	IRRIGATION, STOCKWATER	37
SOUTHFIELD PROPERTIES LLC	36-7583	12/9/1975	0.22	IRRIGATION	142
SOUTHFIELD PROPERTIES LLC	36-7584	12/9/1975	1.08	IRRIGATION	154
SOUTHFIELD PROPERTIES LLC	36-7672	1/27/1977	1.77	IRRIGATION	103
SOUTHFIELD PROPERTIES LLC	36-8063C	2/21/1982	0.3	IRRIGATION	99
SOUTHFIELD PROPERTIES LLC	36-8252E	10/17/1984	0.1	IRRIGATION	99
SOUTHFIELD PROPERTIES LLC	36-8313A	8/20/1986	1.2	IRRIGATION	60
SOUTHFIELD PROPERTIES LLC	36-8529	4/5/1990	0.66	IRRIGATION	33
SOUTHFIELD PROPERTIES LLC	36-8560A	9/7/1990	1.03	IRRIGATION	135
SOUTHFIELD PROPERTIES LLC	36-8560B	9/7/1990	0.12	IRRIGATION	6
SOUTHFIELD PROPERTIES LLC	36-8582	2/20/1991	0.46	IRRIGATION	23
SOUTHFIELD PROPERTIES LLC	36-8608	9/3/1991	0.86	IRRIGATION, STOCKWATER, COMMERCIAL, DOMESTIC	2
SOUTHFIELD PROPERTIES LLC	36-8760	12/4/1990	1.52	IRRIGATION	436
SOUTHFIELD PROPERTIES LLC	37-7370	7/22/1974	3.26	IRRIGATION	576
SOUTHFIELD PROPERTIES LLC	37-7572	3/21/1977	2.53	IRRIGATION	576
SOUTHFIELD PROPERTIES LLC	37-7634	5/23/1977	1.31	IRRIGATION	576
SOUTHFIELD PROPERTIES LLC	37-8326	1/6/1988	1.36	IRRIGATION	602

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
SOUTHFIELD PROPERTIES LLC	37-8732	4/13/1991	3	IRRIGATION	587
SPENCER, GLEN D	36-8536	4/12/1990	0.03	IRRIGATION, DOMESTIC	1
SPRING CREEK TERRACES INC	45-7286	3/22/1977	0.27	DOMESTIC	
SPRINGDALE ACRES HOMEOWNERS ASSN	45-7697	1/9/1992	0.31	IRRIGATION, DOMESTIC	11
SPRINGDALE ACRES HOMEOWNERS ASSN INC	45-13513	12/6/2002	0.29	HEATING, COOLING	
SPRINGDALE ACRES HOMEOWNERS ASSN INC	45-7375	4/12/1979	0.12	DOMESTIC	
STANDING 16 RANCH LAND CO LLC	36-16707	4/26/1990	0.03	STOCKWATER, COMMERCIAL	
STANDING 16 RANCH LAND CO LLC	36-16708	4/26/1990	0.06	STOCKWATER, COMMERCIAL	
STANDING 16 RANCH LAND CO LLC	36-16767	9/12/1973	0.16	STOCKWATER, COMMERCIAL	
STANDING 16 RANCH LAND CO LLC	36-7337H	11/25/1977	0.3	STOCKWATER, COMMERCIAL	
STANDLEE FAMILY LTD PARTNERSHIP	36-15119*	3/1/1975	1.31	IRRIGATION	534
STANDLEE FAMILY LTD PARTNERSHIP	36-15178*	3/1/1975	0.04	IRRIGATION	456
STANDLEE FAMILY LTD PARTNERSHIP	36-16500*	4/1/1984	0.51	IRRIGATION	345
STAR FALLS AG INC	36-7417	12/11/1973	0.51	IRRIGATION	200
STAR FALLS FARMS LLC	36-16947	8/24/1976	0.52	IRRIGATION	511
STAR FALLS FARMS LLC	36-8289	6/26/1985	0.04	IRRIGATION	511
STARGAZER LAND & CATTLE LP	36-15152*	8/30/1984	0.08	IRRIGATION	633
STARGAZER LAND & CATTLE LP	36-7554	7/5/1975	5.35	IRRIGATION	633
STARGAZER LAND & CATTLE LP	36-7620	3/15/1976	1.76	IRRIGATION	137
STARGAZER LAND & CATTLE LP	36-7829	11/9/1978	4.8	IRRIGATION	633
STATE OF IDAHO	36-15958	10/16/2001	0.2	DOMESTIC	
STATE OF IDAHO	37-20853	9/20/1974	0.13	MUNICIPAL	
STATE OF IDAHO	37-22570	5/5/2010	0.06	DOMESTIC	
STATE OF IDAHO	37-7457	10/1/1975	0.05	DOMESTIC	
STATE OF IDAHO; STATE OF IDAHO	37-7372	6/30/1999	6.54	IRRIGATION, STOCKWATER	320
STATE OF IDAHO; STATE OF IDAHO DEPT OF TRANSPORTATION	37-20852	9/20/1974	0.09	IRRIGATION	4.7
STEVE NEIBAUR FARMS INC	36-15209*	3/15/1970	0.71	IRRIGATION	335
STEVENSON BROTHERS FARMS	36-7495	8/13/1974	4.58	IRRIGATION	320
STEVENSON BROTHERS FARMS	36-7529C	3/28/1975	4.28	IRRIGATION	316
STEVENSON, DEAN F; STEVENSON, ELLEN W	36-7956A	1/16/1981	2.15	IRRIGATION	884
STEVENSON, DEAN F; STEVENSON, ELLEN W	36-7956B	1/16/1981	0.15	IRRIGATION	884
STEVENSON, DEAN F; STEVENSON, ELLEN W	36-8619A	11/13/1991	1.13	IRRIGATION	884
STEVENSON, DEAN F; STEVENSON, ELLEN W	36-8619B	11/13/1991	0.2	IRRIGATION	884
STEVENSON, JOHN A	36-7529Q	3/28/1975	0.69	IRRIGATION	158
STEVENSON, SCOTT A; STEVENSON, TAMARA LYNN	36-16461	2/15/1974	0.04	IRRIGATION	5.1
STEVENSON, SCOTT A; STEVENSON, TAMARA LYNN	36-7651	10/28/1976	4.5	IRRIGATION	316
STEVENSON, SCOTT A; STEVENSON, TAMARA LYNN	36-8161	3/31/1983	1.8	IRRIGATION	446
STEWART, CAROLYN L; STEWART, DENNIS G	37-7628	6/16/1977	3.4	IRRIGATION	170
STODDARD, NEIL	36-8744	12/22/1995	0.12	IRRIGATION, DOMESTIC	0.3
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-13865	12/26/1973	8.84	IRRIGATION	2034.6

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-13866	12/26/1973	0.72	STOCKWATER, COMMERCIAL	
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-13871	3/20/1979	1.54	IRRIGATION	2034.6
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-13872	3/20/1979	0.13	STOCKWATER, COMMERCIAL	
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-13900	10/16/1987	2.09	IRRIGATION	2034.6
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-13901	10/16/1987	0.17	STOCKWATER, COMMERCIAL	
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-14102	5/4/1978	1.36	IRRIGATION	2034.6
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-14250	5/4/1978	1.41	STOCKWATER, COMMERCIAL	
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-7161B	12/26/1973	0.3	STOCKWATER, COMMERCIAL	
STOKER, BRENT; STOKER, LAVEL ; STOKER, MARLA ; STOKER, WENDY	45-7358D	3/20/1979	1.59	IRRIGATION, STOCKWATER	2034.6
STOKES, SHIRLEY W	36-8409	1/23/1989	0.2	IRRIGATION	10
STOUDER HOLSTEINS LLP	36-8225A	11/19/1983	0.54	IRRIGATION, STOCKWATER, COMMERCIAL	1.5
STOUDER HOLSTEINS LLP	36-8225B	11/19/1983	0.18	STOCKWATER	
STOUDER HOLSTEINS LLP	36-8350	4/5/1988	0.31	STOCKWATER, COMMERCIAL	
STRICKLAND, CAROL; STRICKLAND, JERRY A	36-7450B	3/6/1974	0.76	IRRIGATION	37
STROUD, JAMES L; STROUD, LORIEN E	36-13645	12/31/1978	0.08	STOCKWATER, DOMESTIC	
STROUD, JAMES L; STROUD, LORIEN E	36-16210	5/4/1978	0.11	STOCKWATER, COMMERCIAL	
SUCHAN, CHEYENNE B; SUCHAN, RUSSELL F	36-12454*	7/4/1974	0.51	IRRIGATION	800
SUCHAN, FRANK J	36-7629	6/24/1976	2	IRRIGATION	240
SUCHAN, FRANK J	36-7828	10/23/1978	2.32	IRRIGATION	156
SUCHAN, FRANK J	36-7839	1/19/1979	0.8	IRRIGATION	156
SUHR, DANIEL A; SUHR, DONNA DEE	36-14317*	3/20/1976	0.67	IRRIGATION	153
SUN VALLEY POTATOES INC	36-8349	7/20/1988	0.29	COMMERCIAL	
SUNDANCE INC	36-15992	7/31/1974	0.42	IRRIGATION	94
SUNRISE ORGANIC DAIRY LLC	36-16045	10/19/1981	1.95	IRRIGATION	1520
SUNRISE ORGANIC DAIRY LLC	36-16046	10/19/1981	0.05	STOCKWATER, COMMERCIAL	
SUNRISE ORGANIC DAIRY LLC	36-16055	12/8/1981	4.12	IRRIGATION	1520
SUNRISE ORGANIC DAIRY LLC	36-16056	12/8/1981	0.61	STOCKWATER, COMMERCIAL	
SUNRISE ORGANIC DAIRY LLC	36-16396	12/8/1981	0.75	STOCKWATER, COMMERCIAL	
SUNRISE ORGANIC DAIRY LLC	36-7688	4/6/1977	8.36	IRRIGATION	513
SUNRISE ORGANIC DAIRY LLC	36-7801	8/24/1978	0.89	STOCKWATER, COMMERCIAL	
SUNRISE ORGANIC DAIRY LLC	36-8005B	12/8/1981	0.27	STOCKWATER, COMMERCIAL	
SUNRISE ORGANIC DAIRY LLC	36-8008	12/8/1981	0.84	IRRIGATION	1520
SUNRISE ORGANIC DAIRY LLC	36-8011A	12/24/1981	0.15	DOMESTIC	
SUNRISE ORGANIC DAIRY LLC	36-8011B	12/24/1981	0.14	STOCKWATER	
SUNRISE ORGANIC DAIRY LLC	36-8014	11/4/1981	0.26	STOCKWATER, COMMERCIAL, DOMESTIC	
SUNRISE ORGANIC DAIRY LLC	36-8015	12/24/1981	0.46	STOCKWATER, COMMERCIAL	
SUNRISE ORGANIC DAIRY LLC	36-8401	11/28/1988	0.68	IRRIGATION	520
SUNRISE ORGANIC DAIRY LLC	36-8402	11/28/1988	0.84	IRRIGATION	1520
SWEET, WILLIAM G	37-7692	12/21/1977	4	IRRIGATION	196
SWISHER, JERRY S	45-7652	6/5/1989	0.06	IRRIGATION, DOMESTIC	2.1

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
SYBRANDY, ANNA; SYBRANDY, IDA; SYBRANDY, SIMON	36-8408	1/19/1989	0.31	COMMERCIAL, DOMESTIC	
SYDNOR, CARLA; SYDNOR, CHARLES	45-7661	6/29/1989	0.05	IRRIGATION, DOMESTIC	2
TABER FAMILY LLC	37-7465A	12/1/1975	2.67	IRRIGATION	160
TABER FAMILY LLC	37-7504	7/22/1976	3.3	IRRIGATION, STOCKWATER	178
TABER FAMILY LLC	37-7772	1/11/1980	0.71	IRRIGATION	38
TABER, BEVERLY	37-7877A	2/5/1981	0.02	IRRIGATION	1
TABER, BEVERLY; TABER, DONALD E	37-7617A	6/2/1977	3.64	IRRIGATION	186
TABER, BEVERLY; TABER, DONALD E	37-7617B	6/2/1977	0.14	STOCKWATER, COMMERCIAL	
TABER, DONALD C; TABER, LYNDA L	37-8078	5/15/1983	2	IRRIGATION	116
TABER, DONALD E	37-10158*	4/1/1974	1.78	IRRIGATION	466
TAJO LLC	45-7214	12/24/1974	1	IRRIGATION	50
TANNER, BARBARA; TANNER, ROBERT	36-8512	2/27/1990	0.02	COMMERCIAL	
TAT FARMS LLC	45-13490	6/30/1985	0.74	IRRIGATION	385
TAT FARMS LLC	45-13491	6/30/1985	4.02	IRRIGATION	1261.1
TATEOKA, JIM; TATEOKA, KO T	36-7522	1/29/1975	2.15	IRRIGATION	307
TED MILLER DAIRY	36-16187	10/28/1977	0.75	IRRIGATION	150
TEIXEIRA, HUMBERTO AZEVEDO	36-16732	8/21/1973	0.16	IRRIGATION	8
TELFORD, MICHAEL S	36-10024*	5/31/1976	1.15	IRRIGATION	298.8
TELFORD, MICHAEL S	36-10025*	5/31/1976	0.77	IRRIGATION	238
TELFORD, MICHAEL S	36-15984	12/7/1979	2.91	IRRIGATION	444
TELFORD, MICHAEL S	36-15984	12/7/1979	2.91	IRRIGATION	444
TELFORD, MICHAEL S	36-15985	12/7/1979	0.94	IRRIGATION	308
TELFORD, MICHAEL S	36-15985	12/7/1979	0.94	IRRIGATION	308
TELFORD, MICHAEL S	36-8189	5/11/1983	0.96	IRRIGATION	48
TELFORD, MICHAEL S	36-8191	5/11/1983	1.97	IRRIGATION	98.3
TELFORD, MICHAEL S	37-7650	9/4/1977	0.17	STOCKWATER, DOMESTIC	
TELFORD, MICHAEL S	37-7949	11/4/1981	0.25	STOCKWATER, COMMERCIAL	
TELFORD, MICHAEL S; TELFORD, ROBERT	37-8212	5/11/1983	0.01	STOCKWATER, COMMERCIAL	
TERRONEZ, EUGENE THOMAS; TERRONEZ, JUDITH J	36-7924	6/30/1980	0.08	IRRIGATION, STOCKWATER, DOMESTIC	1
TESSENDERLO KERLEY INC	45-7465C	4/15/1981	0.14	IRRIGATION	9
TESSENDERLO KERLEY INC	45-7465D	4/15/1981	0.56	INDUSTRIAL	
TEXAS MUNICIPAL PLAN CONSORTIUM LLC	36-16140*	3/15/1974	0.01	IRRIGATION	11.3
THAIN, CORY S	36-16702	3/13/1981	0.86	IRRIGATION	43
THAIN, GREG S	36-16701	3/13/1981	0.3	IRRIGATION	15
THAIN, GREG S; THAIN, JOHN T	36-8413	3/2/1989	1	IRRIGATION	183.5
THE ALTON & PAULA HUYSER TRUST	37-7268	8/23/1973	3.06	IRRIGATION	489
THE ALTON & PAULA HUYSER TRUST	37-7268	8/23/1973	3.06	IRRIGATION	489
THE ALTON & PAULA HUYSER TRUST	37-7454	9/8/1975	3.94	IRRIGATION	489
THE ALTON & PAULA HUYSER TRUST	37-7602	5/4/1977	2.62	IRRIGATION	489
THE ALTON & PAULA HUYSER TRUST	37-8679	8/23/1990	0.16	IRRIGATION	489
THE AMALGAMATED SUGAR CO LLC	36-8364	6/10/1988	0.22	INDUSTRIAL	
THE BAKER FAMILY TRUST	36-7405	11/8/1973	1.16	IRRIGATION	240
THE BENEDICTINE MONKS OF IDAHO INC	36-7904	3/26/1980	0.38	IRRIGATION	425
THIBAUT, DONALD F; THIBAUT, PHYLLIS N	36-7447	2/21/1974	3.91	IRRIGATION	282
THOMPSON, DEBORAH M; THOMPSON, GARY C	36-11839*	3/15/1976	0.25	IRRIGATION	317
THOMPSON, KURT; THOMPSON, LINDA B	36-8615	10/30/1991	0.05	IRRIGATION	1.5
THOMSON, JOHN S	36-8675	9/14/1992	0.03	STOCKWATER	
TLD PROPERTIES LLC	36-16663	11/15/1973	3.03	IRRIGATION	929

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
TLD PROPERTIES LLC	36-16665*	5/1/1984	1.19	IRRIGATION	929
TOLEDO, JOHN B; TOLEDO, MARIA R	36-7460AF	3/25/1974	0.2	STOCKWATER, COMMERCIAL	
TOONE, MARK S; TOONE, SALLY J	37-7412	12/18/1974	2.25	IRRIGATION	247
TOONE, MARK S; TOONE, SALLY J	37-7816	12/26/1979	2.25	IRRIGATION	138
TRACY, CHARLES R	36-7733	7/22/1977	0.12	IRRIGATION, DOMESTIC	3.5
TRAU, GARRETT E; TRAU, HELEN	36-8464B	10/12/1989	0.16	IRRIGATION, STOCKWATER	5
TRAVELERS OASIS TRUCK PLAZA; WILLIE, DANIEL L	36-8766	6/8/1997	0.1	COMMERCIAL	
TRIPLE C CONCRETE INC	36-8791	6/17/1999	1.68	INDUSTRIAL	
TRIPLE C CONCRETE INC	36-8792	6/17/1999	1.68	INDUSTRIAL	
TRIPLE T FARMS	36-7882B	12/7/1979	7.85	IRRIGATION	639.5
TROST, KEN R; TROST, PAM J	36-7996	7/24/1981	0.22	IRRIGATION	11
TURNER, CHARLES K; TURNER, STACEY	37-7415A	1/6/1975	1.39	IRRIGATION	69.4
TURNER, CHARLES K; TURNER, STACEY	37-7415B	1/6/1975	0.21	STOCKWATER, COMMERCIAL	
TURNER, DALE N; TURNER, NILENE M	45-7334	6/7/1978	1.78	IRRIGATION	160
TURNER, LOVELL J	45-13548	1/19/1978	0.03	IRRIGATION	5.6
TURNER, RONALD J	45-7333A	1/19/1978	0.44	IRRIGATION	97.3
TURNEY, JAMES O; TURNEY, VICKIE	45-7674	4/9/1990	0.03	IRRIGATION	0.8
TWIN STOCK LLC	36-7699	5/2/1977	2.15	IRRIGATION	107.5
UNIT 3 WATER ASSN INC	36-8090	6/16/1982	0.51	IRRIGATION, STOCKWATER, DOMESTIC, FIRE PROTECTION	24
UNIT 3 WATER ASSN INC	36-8727	5/5/1994	0.45	DOMESTIC	
UNITED ELECTRIC COOP INC	36-8797	11/5/1999	0.21	HEATING, COOLING	
UNITED STATES OF AMERICA ACTING THROUGH	36-16183	6/18/2003	0.03	STOCKWATER, WILDLIFE	
UNITED STATES OF AMERICA ACTING THROUGH	36-16583*	3/15/1987	0.03	IRRIGATION	4
UNITED STATES OF AMERICA ACTING THROUGH	36-16691	9/10/1984	2.68	IRRIGATION	133.8
UNITED STATES OF AMERICA ACTING THROUGH	36-7497	8/21/1974	0.05	STOCKWATER, WILDLIFE	
UNITED STATES OF AMERICA ACTING THROUGH	36-7611A	2/25/1977	1.67	IRRIGATION	119
UNITED STATES OF AMERICA ACTING THROUGH	36-7830A	11/9/1978	0.67	IRRIGATION	119
UNITED STATES OF AMERICA ACTING THROUGH	36-8056B	1/21/1982	0.7	IRRIGATION	46
UNITED STATES OF AMERICA ACTING THROUGH	36-8110B	8/19/1982	0.12	IRRIGATION	46
UNITED STATES OF AMERICA ACTING THROUGH	37-20839	2/6/1974	0.19	IRRIGATION	64
UNITED STATES OF AMERICA ACTING THROUGH	37-20849	10/6/1977	0.42	IRRIGATION	30
UNITED STATES OF AMERICA ACTING THROUGH	37-20851*	3/15/1983	0.02	IRRIGATION	30
UNITED STATES OF AMERICA ACTING THROUGH	45-7340B	2/2/1978	0.97	IRRIGATION	80
UR FARMS LTD PARTNERSHIP	36-16192	1/7/1974	0.03	STOCKWATER, COMMERCIAL	
UR FARMS LTD PARTNERSHIP	36-16378	1/7/1974	0.1	STOCKWATER, COMMERCIAL	

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
UR FARMS LTD PARTNERSHIP	36-8549	6/28/1990	0.09	STOCKWATER, COMMERCIAL	
UR FARMS LTD PARTNERSHIP	37-21142	1/7/1974	0.08	IRRIGATION, MITIGATION	4.9
UR FARMS LTD PARTNERSHIP	37-21160	2/27/1979	0.12	MITIGATION	
US DEPARTMENT OF INTERIOR BUREAU OF RECLAMATION	36-16928	2/1/2012	0.2	HEATING, COOLING	
US DEPARTMENT OF THE INTERIOR	45-14305*	4/13/1971	0.69	IRRIGATION	130.5
US DEPT OF INTERIOR	36-16062	8/12/2002	0.02	DOMESTIC, FIRE PROTECTION	
US DEPT OF INTERIOR	36-8575	12/24/1990	0.07	STOCKWATER, WILDLIFE	
US DEPT OF INTERIOR	36-8750	3/13/1996	0.04	DOMESTIC	
V & L DAIRY	36-7569	9/24/1975	6.02	IRRIGATION	302
V & R FARMS LLC	45-13950	8/15/1975	1.16	IRRIGATION	120
V & R FARMS LLC	45-13962	8/29/1991	7.35	IRRIGATION	367.4
V & R FARMS PARTNERSHIP	45-13963	8/29/1991	0.22	IRRIGATION	120
VALLEY COOPS INC	36-8452	8/22/1989	0.16	COMMERCIAL	
VALLEY SCHOOL DISTRICT #262	36-16299	9/22/2004	1.52	DOMESTIC, FIRE PROTECTION	
VAN BEEK, DIANNE; VAN BEEK, JACK	36-7958	1/9/1981	5.8	IRRIGATION	290
VAN BEEK, DIANNE; VAN BEEK, JOHN	36-16719*	3/15/1975	0.08	STOCKWATER, COMMERCIAL	
VAN BEEK, DIANNE; VAN BEEK, JOHN	36-16720*	3/15/1975	0.05	STOCKWATER, COMMERCIAL	
VAN BEEK, DIANNE; VAN BEEK, JOHN	36-8021	1/2/1982	0.22	STOCKWATER, COMMERCIAL	
VAN BEEK, DIANNE; VAN BEEK, JOHN	36-8398	2/14/1995	0.51	STOCKWATER, COMMERCIAL	
VAN DYK & SONS A GENERAL PARTNERSHIP	36-7454	3/11/1974	0.28	IRRIGATION	74
VAN DYK, MARIE C; VAN DYK, RICHARD B	36-7738	9/7/1977	2.5	IRRIGATION	125
VAN DYK, RICHARD B; VAN DYK, TAMMY D	36-7760	11/7/1977	2.3	IRRIGATION	222
VAN DYK, RICHARD B; VAN DYK, TAMMY D	36-8389	9/1/1988	0.18	STOCKWATER, COMMERCIAL	
VAN STRAALLEN, ALICE; VAN STRAALLEN, ARIE	36-16506	4/8/1975	0.05	COMMERCIAL	
VAN STRAALLEN, ALICE; VAN STRAALLEN, ARIE	36-16510	8/16/1973	0.08	STOCKWATER, COMMERCIAL	
VAN TASSELL, AFTON; VAN TASSELL, GAIL	36-7512	11/25/1974	9.2	IRRIGATION	837
VAN TASSELL, AFTON; VAN TASSELL, GAIL	36-7966	2/23/1981	0.37	IRRIGATION	837
VAN TASSELL, PERRY	36-7784A	3/17/1978	3.23	IRRIGATION	272
VAN TASSELL, PERRY	36-7784B	3/17/1978	1.11	IRRIGATION	305
VANDEN BOSCH SR, MARVIN L; VANDEN BOSCH, JEANNETTE	36-7954	12/30/1980	0.07	IRRIGATION, DOMESTIC	2
VANDERHAM BROTHERS DAIRY	36-7379A	9/18/1973	1.96	IRRIGATION	132
VANDERHAM BROTHERS DAIRY	36-7379B	9/18/1973	0.27	STOCKWATER, COMMERCIAL	
VANDERHAM BROTHERS DAIRY	36-8554	5/13/1990	0.23	STOCKWATER, COMMERCIAL, DOMESTIC	
VANDERHAM, DANNY C	36-8636	9/23/1997	1	STOCKWATER, COMMERCIAL, DOMESTIC	
VANDERVEGT, RAY	36-7460J	3/25/1974	1.23	IRRIGATION	69
VANDERVEGT-GIBSON, IRENE	36-7517	12/17/1974	4	IRRIGATION	556
VASQUAZ, DUFIA; VASQUAZ, J REUBEN	36-10243*	5/1/1985	0.4	IRRIGATION	205
VEENHOUWER FAMILY FARMS LLC	36-8060	2/9/1982	0.2	COMMERCIAL	
VEENHOUWER FAMILY FARMS LLC	36-8422	4/20/1989	0.2	STOCKWATER, COMMERCIAL	
VEENSTRA FAMILY LTD PARTNERSHIP	36-16706	3/25/1974	2.34	IRRIGATION	132

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
VEENSTRA, FRANK W	36-15077*	4/1/1982	0.91	IRRIGATION	198.5
VEENSTRA, FRANK W	36-16748	8/16/1973	0.05	STOCKWATER, COMMERCIAL	
VEENSTRA, FRANK W	36-7666A	1/5/1977	1.64	IRRIGATION	82
VEENSTRA, FRANK W	36-7666B	1/5/1977	0.66	STOCKWATER, COMMERCIAL	
VEENSTRA, FRANK W; VEENSTRA, MARY	36-15207	7/29/1988	0.04	DOMESTIC	
VEENSTRA, FRANK W; VEENSTRA, MARY	36-7472	5/8/1974	2.16	IRRIGATION	157
VEENSTRA, FRANK W; VEENSTRA, MARY	36-7526	3/24/1975	5.08	IRRIGATION	306
VEENSTRA, FRANK W; VEENSTRA, MARY JANE	36-8100	7/13/1982	0.15	IRRIGATION, STOCKWATER, DOMESTIC	5
VEENSTRA, FRANK; VEENSTRA, MARY JANE	36-15206	7/29/1988	0.24	STOCKWATER	
VERBREE LAND HOLDINGS LLC	36-15998	4/8/1975	0.38	IRRIGATION	211.5
VERBREE LAND HOLDINGS LLC	36-15999	4/8/1975	0.3	STOCKWATER, COMMERCIAL	
VERBREE LAND HOLDINGS LLC	36-16460	2/15/1974	7.3	IRRIGATION	471.5
VERBREE LAND HOLDINGS LLC	36-7535	4/9/1975	4.34	IRRIGATION	305
VERBREE LAND HOLDINGS LLC	36-7571	10/14/1975	1.5	IRRIGATION	305
VERBREE LAND HOLDINGS LLC	36-7604	3/11/1976	5.74	IRRIGATION	906
VERBREE LAND HOLDINGS LLC	36-7640	10/8/1976	2.13	IRRIGATION	108
VERBREE LAND HOLDINGS LLC	36-7706	5/25/1977	1.45	IRRIGATION	136
VERBREE LAND HOLDINGS LLC	36-7788A	4/8/1978	1.94	IRRIGATION	889
VERBREE LAND HOLDINGS LLC	36-7788B	4/8/1978	0.28	IRRIGATION	500
VERBREE LAND HOLDINGS LLC	36-8079	4/15/1982	0.06	STOCKWATER, COMMERCIAL, DOMESTIC	
VERBREE LAND HOLDINGS LLC	36-8199	6/15/1983	0.2	STOCKWATER, COMMERCIAL	
VERBREE LAND HOLDINGS LLC	36-8351	6/15/1988	0.19	STOCKWATER, COMMERCIAL, DOMESTIC	
VERBREE LAND HOLDINGS LLC	36-8666	7/10/1992	0.27	STOCKWATER, COMMERCIAL, DOMESTIC	
VICTOR, SALLY; VICTOR, STEVE	36-8128	12/30/1982	0.03	COMMERCIAL	
VILLAGE ENTERPRISES LLC	45-7662A	8/2/1989	0.6	IRRIGATION, COMMERCIAL, DOMESTIC, RECREATION	5
VILLAGE ENTERPRISES LLC	45-7662B	8/2/1989	0.46	IRRIGATION, RECREATION	20
VIRGIL & AMA LEE BROCKMAN FAMILY TRUST	36-7623	4/13/1976	0.64	IRRIGATION, COMMERCIAL	27
VISSER, CAROL; VISSER, TONY	36-7366A	8/13/1973	2.83	IRRIGATION	141.5
W 4 DAIRY	36-16569	2/8/1977	2.89	IRRIGATION	308
W 4 DAIRY	36-16578	2/20/1990	0.42	IRRIGATION	308
W 4 DAIRY	36-16587*	3/15/1987	0.03	IRRIGATION	308
WAHLSTROM, LESLIE; WAHLSTROM, WALKER, AUSTIN RAY; WALKER, JONI	36-8612	10/24/1991	0.03	IRRIGATION	1
WALKER, AUSTIN RAY; WALKER, JONI	45-7235	4/4/1975	0.83	IRRIGATION	170.6
WALL, DIANA R; WALL, LARRY G	36-8451	9/28/1989	0.02	COMMERCIAL	
WARD, ALLAN	45-14340	6/30/1985	0.01	IRRIGATION	27.9
WARD, AMY RAE; WARD, STANLEY	37-7695	2/7/1977	2.59	IRRIGATION	198
WARD, DANIEL G; WARD, KARLA	36-16333	5/16/1980	0.05	STOCKWATER, COMMERCIAL	
WARD, DANIEL G; WARD, KARLA	36-16335*	5/26/1971	0.02	STOCKWATER, COMMERCIAL	
WARD, DANIEL G; WARD, KARLA	36-7717	5/26/1977	0.07	STOCKWATER, COMMERCIAL	
WARD, DANIEL G; WARD, KARLA	45-14425	6/30/1985	0.25	IRRIGATION	294.8
WARD, DANIEL G; WARD, KARLA	45-7259	2/9/1976	4.03	IRRIGATION	313
WARNER, GARALD; WARNER, SARA	37-7679	9/23/1977	0.12	IRRIGATION	6
WARNER, THOMAS	36-7486	6/27/1974	2.4	IRRIGATION	120
WARNER, THOMAS	36-7498	8/19/1974	0.8	IRRIGATION	40
WARREN, DAVID L; WARREN, SANDRA L	45-13567*	11/14/1983	0.21	IRRIGATION	163
WARTLUFT, HAROLD; WARTLUFT, LOIS	37-8375	8/11/1988	0.15	IRRIGATION, DOMESTIC	3.5
WATERS, LINDA K; WATERS, TIM H	36-7613	2/26/1976	1.6	IRRIGATION	701

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
WATERS, LINDA K; WATERS, TIM H	36-7703	5/10/1977	3.57	IRRIGATION	198
WAUNA VISTA PARK HOMEOWNERS ASSN	36-8720	2/4/1994	0.03	IRRIGATION	0.7
WAYMENT FARMS INC	45-13413	6/30/1985	0.75	IRRIGATION	791.8
WAYNE C ANDERSEN LLC	45-10310*	5/1/1978	4.04	IRRIGATION	1265
WAYNE C ANDERSEN LLC	45-11728	6/30/1985	1.25	IRRIGATION	465
WAYNE C ANDERSEN LLC	45-14246	6/30/1985	2.13	IRRIGATION	941.5
WAYNE C ANDERSEN LLC	45-7347	6/29/1978	4.5	IRRIGATION	1265
WAYSIDE ESTATES INC	36-7970	3/10/1981	0.2	DOMESTIC	
WEBER, JEFF L; WEBER, KERI JO	37-20848	10/6/1977	8.28	IRRIGATION	634
WEBER, JEFF L; WEBER, KERI JO	37-20850*	3/15/1983	0.4	IRRIGATION	634
WEL IDAHO REAL ESTATE LLC	37-8289	2/23/1987	0.11	COMMERCIAL	
WENDELL CEMETERY DISTRICT	36-8242	4/10/1984	0.2	IRRIGATION	10
WERT, LOREN; WERT, RITA	36-8000	9/11/1981	0.8	IRRIGATION	40
WEST ONE BANK IDAHO	36-15215*	3/15/1972	1.1	IRRIGATION	609
WEST ONE BANK IDAHO	36-7528	3/27/1975	1.08	IRRIGATION	609
WEST SLOPE FARMS INC	45-11022*	5/1/1966	0.37	IRRIGATION	884
WEST SLOPE FARMS INC	45-14404	6/30/1985	0.02	IRRIGATION	884
WEST, JIM	37-8222	8/5/1985	0.03	STOCKWATER	
WESTERN DAIRYMEN COOPERATIVE INC	36-7492B	7/31/1974	3.96	IRRIGATION	198
WESTERN FARM SERVICE INC	36-8341	11/25/1987	0.08	COMMERCIAL	
WESTERN FARM SERVICE INC	45-7648	6/13/1989	0.2	COMMERCIAL	
WESTERN IDAHO POTATO PROCESSING CO	36-8324	4/3/1987		2 FIRE PROTECTION	
WESTERN MORTGAGE & REALTY CO	36-10863A*	5/1/1970	2.57	IRRIGATION	5063
WESTERN MORTGAGE & REALTY CO	36-10863B*	5/1/1970	0.03	IRRIGATION	5063
WESTERN MORTGAGE & REALTY CO	36-11290*	5/1/1985	0.06	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-11340*	4/1/1972	0.97	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-15234*	3/15/1971	1.14	IRRIGATION	2969.3
WESTERN MORTGAGE & REALTY CO	36-15264A*	8/24/1966	0.68	IRRIGATION	5063
WESTERN MORTGAGE & REALTY CO	36-15264B*	8/4/1979	0.71	IRRIGATION	5063
WESTERN MORTGAGE & REALTY CO	36-15567	2/20/1990	1.54	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-15616*	7/13/1971	0.17	IRRIGATION	260
WESTERN MORTGAGE & REALTY CO	36-15617*	7/13/1971	0.03	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-15621	2/8/1977	3.34	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-16456*	3/15/1984	0.1	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-16582*	3/15/1987	0.09	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-16585*	3/15/1987	0.96	IRRIGATION	2969.3
WESTERN MORTGAGE & REALTY CO	36-16689	5/22/1974	4.68	IRRIGATION	2969.3
WESTERN MORTGAGE & REALTY CO	36-16690	9/10/1984	5.52	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-16692	9/10/1984	0.11	IRRIGATION	5.4
WESTERN MORTGAGE & REALTY CO	36-16814	2/20/1990	11.33	IRRIGATION	2969.3
WESTERN MORTGAGE & REALTY CO	36-16815	2/20/1990	3.9	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-16816	2/20/1990	0.16	IRRIGATION	5063
WESTERN MORTGAGE & REALTY CO	36-4006*	7/14/1977	1.7	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-7391	10/12/1973	0.11	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-7476B	5/22/1974	1.8	IRRIGATION	2969.3
WESTERN MORTGAGE & REALTY CO	36-7580B	11/21/1975	0.07	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-7580C	11/21/1975	3.53	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-7580D	11/21/1975	0.32	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-7611B	2/25/1977	4.29	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-7627	6/7/1976	5.57	IRRIGATION	5063
WESTERN MORTGAGE & REALTY CO	36-7795A	5/26/1978	1.58	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-7795B	5/26/1978	0.06	IRRIGATION	8627.4

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
WESTERN MORTGAGE & REALTY CO	36-7830B	11/9/1978	1.71	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8068B	3/4/1982	0.05	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8068D	3/4/1982	0.04	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8068E	3/4/1982	2.17	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8068F	3/4/1982	0.05	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8069N	3/4/1982	0.03	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8069P	3/4/1982	3.34	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8069Q	3/4/1982	0.05	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8227	6/30/1983	1.91	IRRIGATION	5063
WESTERN MORTGAGE & REALTY CO	36-8274A	7/4/1985	0.28	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8274B	7/4/1985	2.04	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8275B	5/9/1985	2.46	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8404	3/1/1989	2.1	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8475	10/31/1989	2.64	IRRIGATION	8627.4
WESTERN MORTGAGE & REALTY CO	36-8777	3/4/1982	1.12	IRRIGATION	8627.4
WESTWAY TRADING	36-8765	4/7/1997	0.04	DOMESTIC	
WG FARMS LLC	36-15356A*	6/30/1973	0.22	IRRIGATION	4382.7
WG FARMS LLC	36-15380*	4/1/1974	0.26	IRRIGATION	4382.7
WG FARMS LLC	36-7393	10/12/1973	0.78	IRRIGATION	312
WG FARMS LLC	36-7399	10/30/1973	4.83	IRRIGATION	4382.7
WG FARMS LLC	36-7531	3/31/1975	1.6	IRRIGATION	80
WG FARMS LLC	36-8107	8/10/1982	0.76	IRRIGATION	312
WG FARMS LLC	36-8212	6/22/1983	1.16	IRRIGATION	4382.7
WG FARMS LLC	36-8213	6/22/1983	2.04	IRRIGATION	4382.7
WG FARMS LLC	36-8257	12/6/1984	4.42	IRRIGATION	4382.7
WG FARMS LLC	36-8258	12/6/1984	8.7	IRRIGATION	4382.7
WG FARMS LLC	36-8259	12/6/1984	5.2	IRRIGATION	4382.7
WHEELER, DEE RAY	36-8601	9/5/1991	0.06	IRRIGATION	2
WHEELER, DEE RAY; WHEELER, LINDA	36-8488	10/10/1989	0.03	COMMERCIAL	
WHITBY, BEVERLY A; WHITBY, ROBERT D	37-7581	1/9/1978	5.1	IRRIGATION	460
WHITELEY BROTHERS LLC	45-10414	6/30/1985	3.14	IRRIGATION	1426
WHITTAKER, JAMES A	37-8063	1/6/1983	2	IRRIGATION	658
WHITTAKER, KEITH	36-8553	7/9/1990	0.13	IRRIGATION	4.3
WHITWORTH, BOYD	45-7638	3/10/1989	0.06	INDUSTRIAL	
WICKEL, ARDEL W; WICKEL, JUDY M	45-13773*	3/15/1968	0.66	IRRIGATION	849
WICKEL, ARDEL W; WICKEL, JUDY M	45-7336	1/24/1978	4.38	IRRIGATION	849
WICKEL, ARDEL W; WICKEL, JUDY M	45-7449	7/15/1980	0.41	IRRIGATION, STOCKWATER	849
WICKEL, ARDEL W; WICKEL, JUDY M	45-7471	5/22/1981	1.36	IRRIGATION	849
WILCOX, FRANCIS; WILCOX, MARGARET	36-8515	3/2/1990	0.03	IRRIGATION	1
WILD WEST INC	37-21719	3/22/2006	0.11	DOMESTIC	
WILFERTH, CONNIE; WILFERTH, DON E	36-7594	12/16/1975	0.14	IRRIGATION	7
WILLIE, DANIEL L	36-16116	5/16/1980	0.07	MITIGATION	
WILLIE, DANIEL L	36-16124*	5/26/1971	0.03	MITIGATION	
WILSON, DIANA J; WILSON, ROBERT E	36-7892	2/4/1980	0.06	IRRIGATION, DOMESTIC	1.4
WISE, EARL; WISE, INEZ	36-8638	1/7/1992	0.04	IRRIGATION, DOMESTIC	1
WLR LC	36-16568	2/8/1977	10.14	IRRIGATION	1076
WLR LC	36-16577	2/20/1990	1.5	IRRIGATION	1076
WLR LC	36-16586	3/15/1987	0.09	IRRIGATION	1076
WOOD RIVER RANCH CO INC	36-8312	8/15/1986	0.05	STOCKWATER	
WOODLAND, ALAN; WOODLAND, DEBRA	36-16517*	3/15/1984	0.93	IRRIGATION	307
WOODLAND, ALAN; WOODLAND, DEBRA	36-16518*	3/15/1984	0.12	IRRIGATION	32
WOODLAND, MICHAEL D	36-7930	8/11/1980	3.68	IRRIGATION	200
WOODLAND, MICHAEL D; WOODLAND, PATRICIA	36-15179*	3/15/1975	0.94	IRRIGATION	531

* Enlargement right subordinate to rights earlier than April 12, 1994

Water Rights Subject to Curtailment - Rangen Delivery Call

Current Owner	Water Right No.	Priority Date	Diversion Rate (cfs)	Purpose of Use	Total Acres
WOODLAND, MICHAEL D; WOODLAND, PATRICIA	36-7461	3/26/1974	8.35	IRRIGATION	548
WOODWARD, ARLEN; WOODWARD, WOODWARD, RODGER; WOODWARD, RUTH	36-8194	5/24/1983	0.03	IRRIGATION	1
	36-8214	6/27/1983	0.04	IRRIGATION, DOMESTIC	1
WRIGHT, CECELIA W; WRIGHT, JOHN W	36-7562C	1/21/1974	0.6	IRRIGATION	30
WRIGHT, CECELIA W; WRIGHT, JOHN W	36-7562D	1/21/1974	0.12	STOCKWATER, COMMERCIAL	
WRIGHT, CECELIA W; WRIGHT, JOHN W	36-7562E	1/21/1974	0.15	IRRIGATION	30
WRIGHT, CECELIA W; WRIGHT, JOHN W	36-7562F	1/21/1974	0.05	STOCKWATER, COMMERCIAL	
WRIGHT, CECELIA W; WRIGHT, JOHN W	36-7622A	4/29/1976	0.45	IRRIGATION	30
WRIGHT, CECELIA W; WRIGHT, JOHN W	36-7622B	4/29/1976	0.15	STOCKWATER, COMMERCIAL	
WRIGLEY, DON; WRIGLEY, EDITH; WRIGLEY, MAVIS; WRIGLEY, RICK; WRIGLEY, VERLA	45-7155A	10/12/1973	2.29	IRRIGATION	296
WRIGLEY, DON; WRIGLEY, EDITH; WRIGLEY, MAVIS; WRIGLEY, RICK; WRIGLEY, VERLA	45-7166B	2/3/1974	2.29	IRRIGATION	296
WRIGLEY, DON; WRIGLEY, GALE; WRIGLEY, JAYE; WRIGLEY, RICK	45-7166D	2/3/1974	2	IRRIGATION	172.5
WRIGLEY, EDITH; WRIGLEY, RICK	45-13565	10/12/1973	2.18	IRRIGATION	280
WRIGLEY, EDITH; WRIGLEY, RICK	45-7166C	2/3/1974	2.18	IRRIGATION	280
WYATT, GRANT M	45-13541	6/30/1985	2.09	IRRIGATION	479
WYBENGA DAIRY LLC	45-13418	10/31/1974	5.24	IRRIGATION	1223
WYBENGA DAIRY LLC	45-13440	1/4/1975	2.11	IRRIGATION	1223
WYBENGA DAIRY LLC	45-13442	10/31/1974	5.45	IRRIGATION	1223
WYBENGA DAIRY LLC	45-13444	6/30/1978	2.31	IRRIGATION	1223
WYBENGA DAIRY LLC	45-7196B	1/4/1975	2.03	IRRIGATION	1223
WYBENGA DAIRY LLC	45-7345B	6/30/1978	2.22	IRRIGATION	1223
WYBENGA, DARLA; WYBENGA, STEVE	45-13423	1/4/1975	0.25	STOCKWATER, COMMERCIAL	
WYBENGA, DARLA; WYBENGA, STEVE	45-13425	10/31/1974	0.63	STOCKWATER, COMMERCIAL	
WYBENGA, DARLA; WYBENGA, STEVE	45-13427	6/30/1978	0.27	STOCKWATER, COMMERCIAL	
WYBENGA, DARLA; WYBENGA, STEVE	45-13976	1/4/1975	0.06	STOCKWATER, COMMERCIAL	
WYBENGA, DARLA; WYBENGA, STEVE	45-13978	10/31/1974	0.16	STOCKWATER, COMMERCIAL	
WYBENGA, DARLA; WYBENGA, STEVE	45-13980	6/30/1978	0.07	STOCKWATER, COMMERCIAL	
WYNN DEWSNUP FAMILY REVOCABLE TRUST	36-15217*	3/15/1968	0.76	IRRIGATION	176
YERION, GEORGE A; YERION, SUSAN F	37-20717	4/29/2002	0.1	IRRIGATION	3.3
YOUNG, ELIZABETH A	37-7782	6/5/1979	0.14	IRRIGATION, DOMESTIC	3
YOUNG, KAREN W; YOUNG, ROSS M	37-7621E	6/7/1977	0.67	IRRIGATION	34
ZION LUTHERAN CHURCH	45-7167	2/13/1974	0.06	IRRIGATION	2.1

* Enlargement right subordinate to rights earlier than April 12, 1994

EXPLANATORY INFORMATION TO ACCOMPANY A FINAL ORDER

(Required by Rule of Procedure 740.02)

The accompanying order is a "Final Order" issued by the department pursuant to section 67-5246 or 67-5247, Idaho Code.

Section 67-5246 provides as follows:

- (1) If the presiding officer is the agency head, the presiding officer shall issue a final order.
- (2) If the presiding officer issued a recommended order, the agency head shall issue a final order following review of that recommended order.
- (3) If the presiding officer issued a preliminary order, that order becomes a final order unless it is reviewed as required in section 67-5245, Idaho Code. If the preliminary order is reviewed, the agency head shall issue a final order.
- (4) Unless otherwise provided by statute or rule, any party may file a petition for reconsideration of any order issued by the agency head within fourteen (14) days of the service date of that order. The agency head shall issue a written order disposing of the petition. The petition is deemed denied if the agency head does not dispose of it within twenty-one (21) days after the filing of the petition.
- (5) Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date 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.
- (6) A party may not be required to comply with a final order unless the party has been served with or has actual knowledge of the order. If the order is mailed to the last known address of a party, the service is deemed to be sufficient.
- (7) A non-party shall not be required to comply with a final order unless the agency has made the order available for public inspection or the nonparty has actual knowledge of the order.

(8) The provisions of this section do not preclude an agency from taking immediate action to protect the public interest in accordance with the provisions of section 67-5247, Idaho Code.

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a final order within fourteen (14) days of the service date of this order as shown on the certificate of service. **Note: the petition must be received by the Department within this fourteen (14) day period.** 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 67-5246(4) Idaho Code.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, any party aggrieved by a final order or orders previously issued in a matter before the department may appeal the final order and all previously issued orders in the matter 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: a) of the service date of the final order, b) the service date of an order denying petition for reconsideration, or c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration, whichever is later. See section 67-5273, Idaho Code. The filing of an appeal to district court does not in itself stay the effectiveness or enforcement of the order under appeal.

EXHIBIT 2

1 November are our -- that's our high flows. Excuse me.
 2 And our low flows would be more into the June/July time
 3 frame.
 4 Q. So would it be better for Rangen to receive
 5 a small quantity in January, a half second-feet, and
 6 have it ramped up to say 5.5 second-feet April 1, or
 7 would it be better for Rangen to have a steady flow
 8 that ramps up to something higher like 6 or
 9 7 second-feet to make up for a shortfall early in the
 10 year, yet have a steady supply of a higher number that
 11 begins April 1?
 12 A. I'm not prepared to answer that question
 13 today. Today is the first I've heard of that.
 14 Q. If the Director issues an order approving
 15 the Fourth Mitigation Plan, will Rangen accept water
 16 from this Magic Springs project?
 17 A. Well, that answer is well above my pay
 18 grade.
 19 Q. Okay.
 20 A. But I'm sure if that option is put to
 21 Chris, he'll make the decision similar to what he did
 22 in the Tucker Springs plan.
 23 Q. So a decision hasn't been made yet on it?
 24 A. That's correct.
 25 Q. That's a decision that would have to be

1 MS. BRODY: Thank you. I have no further
 2 questions.
 3 THE HEARING OFFICER: Recross, Mr. Budge?
 4 MR. RANDY BUDGE: Nothing further. Thank you.
 5 THE HEARING OFFICER: Ms. McKenzie?
 6 MS. McKENZIE: Nothing.
 7 THE HEARING OFFICER: Okay. Thank you,
 8 Mr. Kinyon.
 9 Further witnesses?
 10 MR. HAEMMERLE: Rangen rests, Director.
 11 THE HEARING OFFICER: Okay. Any rebuttal,
 12 Mr. Budge?
 13 MR. RANDY BUDGE: None.
 14 THE HEARING OFFICER: Okay. Do we need to clean
 15 up any exhibits, Emmi?
 16 MR. MAY: Director.
 17 THE HEARING OFFICER: Yeah, I would only mention
 18 that Ms. McKenzie is sitting at the end of the table
 19 and may have some input.
 20 MS. McKENZIE: Oh, thank you very much.
 21 THE HEARING OFFICER: What did I overlook?
 22 MR. MAY: Ms. McKenzie down there, I think.
 23 MS. BRODY: If she has anything to present.
 24 MR. MAY: If she has anything to bring up, I
 25 guess.

1 made in the future?
 2 A. Correct.
 3 Q. And if I asked you the same question, if
 4 the Director issued an order approving the plan, would
 5 Rangen provide access for the construction of the
 6 facilities necessary to take delivery?
 7 A. Well, that would be part of that same
 8 answer.
 9 Q. Okay. The decision hasn't been made yet?
 10 A. Not that I'm aware of.
 11 MR. RANDY BUDGE: No further questions. Thank
 12 you very much, Mr. Kinyon.
 13 THE WITNESS: Thank you.
 14 THE HEARING OFFICER: Ms. McKenzie, questions
 15 for Mr. Kinyon?
 16 MS. McKENZIE: I have no questions.
 17 THE HEARING OFFICER: Redirect, Ms. Brody?
 18
 19 REDIRECT EXAMINATION
 20 BY MS. BRODY:
 21 Q. Mr. Kinyon, is one of Rangen's concerns
 22 with the Fourth Mitigation Plan the fact that all of
 23 the risk for the nondelivery of water through the
 24 proposed pipeline is with Rangen?
 25 A. Absolutely. Yes, it is.

1 THE HEARING OFFICER: Oh, I'm sorry.
 2 MS. McKENZIE: I do not at this time. Thank
 3 you.
 4 THE HEARING OFFICER: Thank you.
 5 Okay. Do we have any cleanup?
 6 MR. HAEMMERLE: No cleanup, Director.
 7 In lieu of closing, we were going to
 8 request a one-week time period to file a brief with
 9 you.
 10 THE HEARING OFFICER: Okay. Simultaneous briefs
 11 if you want to file them.
 12 Do you also want a chance to reply?
 13 MR. HAEMMERLE: We're good with just -- I
 14 understand IGWA's anxious to get this done, so I think
 15 we're satisfied with a brief in one week.
 16 MR. TJ BUDGE: Yes.
 17 THE HEARING OFFICER: Is that okay, TJ?
 18 MR. TJ BUDGE: Yes.
 19 THE HEARING OFFICER: Okay. I'll allow a brief
 20 to come in within a week.
 21 And let's just have a brief discussion
 22 again, because there's some urgencies here, and it's a
 23 little unusual.
 24 But based on the evidence that I've heard,
 25 I'll just tell you what my inclinations are, and you

1 can scold me for getting out in front. And it's
2 unusual. But given what we've approved with respect to
3 Tucker Springs in the past, given that this water
4 supply, in my opinion, is much more secure, we have the
5 same level of engineering plans. I'm inclined to
6 approve the overall mitigation plan.

7 Now, the downside is I view the proposal
8 for temporary delivery of water rather dimly. And I
9 think there are some concerns that I have about what's
10 been proposed. And I suspect when I get done, there
11 will be some proposal to augment the record or
12 something.

13 I guess both in quantity and both in -- on
14 the planning side, it seems to me there hasn't been
15 enough analysis. I'm frankly concerned about a
16 pipeline that runs approximately 2 miles, much of it
17 exposed on the land surface. Really no analysis of
18 what possible temperature changes will be. The
19 statement that I have in the record is simply, well, we
20 think this is at a time of year when temperature won't
21 be an issue.

22 And I'll paraphrase a title of a song that
23 I once heard John Denver sing, and it was Late
24 winter/early spring when everyone goes to Mexico, and I
25 think in Idaho it's the time when everyone goes to

1 Hagerman because it's warmer down there than anywhere
2 else.

3 So I think overall I don't view the
4 proposal for a temporary pipeline as being a very
5 feasible proposal. But I'll look at it in writing the
6 decision.

7 I guess the other point I want to emphasize
8 is that I view January 19th as a drop-dead date. And
9 the attempts, in my opinion, to provide some small
10 quantity of water to Rangen that would be equal to the
11 amount of depletions being caused by dairies and
12 industries and municipalities is an inadequate approach
13 to providing the required mitigation water to -- that
14 Rangen is entitled to under the previous orders.

15 And we've gone through a number in previous
16 mitigation plans, and I can tell you in trying to
17 compute something that made sense with respect to the
18 Morris water and to try to look at it in a way that
19 there was mitigation credit given but that Rangen
20 received water and at the same time that the
21 groundwater users did not evade curtailment, it was a
22 difficult process for me. And I hope in some of the
23 previous writings you understand what the difficulty
24 has been.

25 But nonetheless, in all of that writing

1 there was a deadline of January 19th set. And I intend
2 to adhere to it. And I think from what I've seen from
3 the courts there will be an expectation that I protect
4 the senior water right holder.

5 So I want to leave you with that, I guess,
6 sobering thought to me and everybody else here. The
7 seniors are entitled to their water. And from my
8 perspective, there's been an opportunity for almost a
9 year to address the material injury that's -- that has
10 occurred.

11 So I don't know whether the parties want to
12 add to the statement. Maybe that's helpful to you,
13 maybe it isn't.

14 MR. HAEMMERLE: Thank you, Director.

15 MR. RANDY BUDGE: That's helpful, Director. I
16 have one question for you to ponder, expecting to have
17 a decision out pretty quick on this, since there's no
18 briefing, and that is, the proposal that we made to
19 provide more than the 5.5 that we're required to do
20 beginning April 1 to make up for the shortfall
21 retroactively to January. I know that seems like a
22 different situation, but I'd like you to consider it in
23 the context of what the Director did last year on the
24 current order -- earlier this year on the order.

25 We spread a credit forward over nine

1 months, or whatever it was, to get to January 19th. So
2 it doesn't seem anything different to us to supply a
3 larger amount for a period of time beginning April 1,
4 which we propose to do, and take a credit for the
5 shortfall over this two-month period when, you know,
6 frankly the water isn't going to do Rangen any good.

7 I just would ask you to give consideration,
8 because it seems like two sides of the same coin and
9 consistent. That's why we proposed that as an
10 alternative today as a part of the testimony.

11 MR. HAEMMERLE: Can I comment, Director?

12 THE HEARING OFFICER: Go ahead. Yeah. Go
13 ahead, Mr. Haemmerle.

14 MR. HAEMMERLE: The problem with that is IGWA
15 believes that they're in full control of this process.
16 And then despite your orders, which I think that you've
17 outlined today, you said deadlines, IGWA believes that
18 there's something else out there that makes more sense
19 to them.

20 And, you know, what I said before is, I
21 think one of my closing arguments, was that they intend
22 to just keep flopping mitigation plans out here with
23 the hopes of getting some stay. And that's their plan.
24 That's always been their plan. And they just think
25 they have a better idea than you do. And that's the

1 way they've proceeded.
 2 And I think they've proceeded definitely at
 3 their own risk. So, you know, they have a better idea
 4 that they think is contrary to your orders, then, you
 5 know, all's I have to say to them is too bad for them.
 6 They should have been contemplating the order and
 7 believing that it was real instead of coming up with
 8 things that they think are better.
 9 THE HEARING OFFICER: Well, I won't characterize
 10 their efforts as being deficient in some way or not,
 11 Mr. Haemmerle.
 12 But, Mr. Budge, in response to your
 13 suggestion that there's some parallel reasoning that I
 14 should apply to this latest proposal, I guess I would
 15 turn around and say I view it as just more of the same.
 16 And I'm not perhaps being as disparaging
 17 about it as Mr. Haemmerle is, but what I guess my
 18 problem is that I'm not certain with an April 1
 19 deadline that Rangen will -- or that IGWA will have the
 20 pipeline half built or a third built or that any of it
 21 will be built at all.
 22 And so what I've done is I've allowed the
 23 seniors to be injured without assurance that something
 24 absolutely will be in place. And I -- I can't do that.
 25 I don't see how I could do that. I think I need to

1 address the material injury that's occurring in the
 2 time of injury. And that's what I see coming down in
 3 Court decisions, and I need to adhere to it and protect
 4 the seniors.
 5 So I guess I want to emphasize again, I
 6 view the January 19th as a drop-dead deadline, and
 7 April 1 as a drop-dead deadline. And the subsequent
 8 benchmarks as well.
 9 Okay. We'll close the record. Thanks for
 10 coming.
 11 (Hearing concluded at 4:58 p.m.)
 12 -oOo-
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

1 REPORTER'S CERTIFICATE
 2 I, JEFF LaMAR, CSR No. 640, Certified Shorthand
 3 Reporter, certify:
 4 That the foregoing proceedings were taken before
 5 me at the time and place therein set forth, at which
 6 time the witness was put under oath by me.
 7 That the testimony and all objections made were
 8 recorded stenographically by me and transcribed by me
 9 or under my direction.
 10 That the foregoing is a true and correct record
 11 of all testimony given, to the best of my ability.
 12 I further certify that I am not a relative or
 13 employee of any attorney or party, nor am I financially
 14 interested in the action.
 15 IN WITNESS WHEREOF, I set my hand and seal this
 16 14th day of October, 2014.
 17
 18
 19
 20
 21
 22
 23
 24
 25



JEFF LaMAR, CSR NO. 640
 Notary Public
 Eagle, Idaho 83616
 My commission expires December 30, 2017

EXHIBIT 3



8722 South Harrison St., Sandy, UT 84070
P.O. Box 4439, Sandy, UT 84091
Phone: 877-678-7342 - Fax: 877-452-6910
Website: www.eibdirect.com
E-mail: quotes@eibdirect.com

1/13/2015

Baker Insurance Agency, Inc.

538 Main St
Gooding, ID 83330

Re: North Snake Ground Water District

Below please find an Indication Quote. In order to accommodate the Insurer's underwriting parameters and/or the Insured's premium preference, the Quote may contain coverage options or be based upon factors such as lower Limits of Liability or a higher Self-Insured Retention or Deductible than what was stated as preferred on the Application. Accordingly, please read the Quote carefully.

INDICATION QUOTE

This is an Indication Quote only. The prices listed below are subject to review and change after receipt of any requested additional information. Be aware that the Insurer is not obligated to bind any risk based on the following information. Policy forms are manuscript policies and differ substantially from ISO forms. This Indication Quote expires after 30 days

Quote Number: MM1501329-1

Customer Number: E15-101329

Underwriter: Maria Martin

Direct Phone No.: (801) 304-5570

E-Mail: mariam@primeis.com

Note: Please review the following coverage(s) as presented. Coverage may differ from the coverage requested on the application/ submission. Any changes must be submitted to the underwriter in writing for approval and pricing. *Please note that the new quoted coverage is not an extension of the previous Coverage Contract as the quoted coverage is for a new contract with a new coverage period. However, we are offering you the option to purchase retroactive coverage, for an additional premium, and subject to potential additional underwriting. Retroactive coverage provides continuous uninterrupted coverage for claims made against you during the new coverage period but which result from an accident that happened before the new coverage period. If you have questions regarding retroactive coverage, please contact us or your broker.*

Description of Risk(s): Not Otherwise Classified

Description of Coverage: Contractual Legal Liability

Premium:	\$13,475.00	Agent Commission Percentage: 10%
Policy/Inspection Fee:	\$350.00	Agent Commission Amount: \$1,347.50
State Taxes:	\$207.38	Total Due: \$12,719.44
SLSC:	\$34.56	Minimum Earned: 40%
Total:	\$14,066.94	

To Bind Coverage: Payment must be received before coverage can be bound. Review and comply with all the conditions below and complete and return all requirements on the coverage request form.

Conditions:

Policy is to cover losses from Rangem Inc due to failure of the pump system and supply of spring water resulting in loss of fish stock.

Quote is based on the following information: operating expenses of \$250,000

Only scheduled operations and locations are covered on the policy

Higher Limits - If Higher Liability Limits are required by the insured, please contact underwriting for a formal quote.

RMD - Subject to completion of a Risk Management Direct discussion by the insured within thirty-days of binding coverage. Toll Free 877-585-2851.

Named Insured must be provided an Additional Insured on the Contractor and Engineering subcontractors policies.



8722 South Harrison St., Sandy, UT 84070
 P.O. Box 4439, Sandy, UT 84091
 Phone: 877-678-7342 - Fax: 877-452-6910
 Website: www.eibdirect.com
 E-mail: quotes@eibdirect.com

Commercial Liability

\$1,000,000 Contractual Legal Liability
 \$2,000,000 Aggregate

\$2,500 SIR_BI
 \$2,500 SIR_PD

Products: Include Exclude
 Completed Ops: Include Exclude
 Form Type: Claims Made Occurrence

Limitations: The Policy provides coverage for only those activities and operations otherwise covered under the Policy as listed below and for which a specific coverage charge has been paid.

Classification and Description of activities and operations	Code No.	Basis of Coverage Charge
Contract Services - Water Pump station to supply Spring Water	91609	Annual Gross Receipts

Loc No.	Address
1	152 E Main St Jerome, ID 83338

Other Coverages Available: (Additional underwriting required and an increase in premium, if accepted)
 Limited Terrorism Coverage - see Claims Warranty form.
 Retroactive Coverage - see Claims Warranty form.

PERSONAL GUARANTEE
PAP-99-35

Please Sign and Return this Form

Coverage provided under the Policy is contingent on the following;

I hereby agree that I will be personally responsible for any unpaid premiums and/or Self Insured Retentions ("SIRs") payable under the Policy. I acknowledge and agree that my obligation to pay such amounts will not be diminished or otherwise altered by a change in ownership or management of the insured entity, or by bankruptcy, dissolution, insolvency or any other change with respect to the Company. All such amounts shall be paid within fifteen (15) calendar days of written notice provided to me by the Insurer. In the event such amounts are not paid within that time, I acknowledge and agree that I will be responsible for all collection costs, including reasonable attorney fees.

PRINT NAME: _____

SIGNATURE: _____, DATED _____

JOB TITLE/CAPACITY OF SIGNOR: _____

Greenlight Premium Financing Options

(Monthly Payments as low as: \$1,011.92)

Please Sign and Return this Form

Quote Date: 1/13/2015

Company Name: North Snake Ground Water District

Customer Number: E15-101329

Total Premium Due (includes taxes and fees): \$14,066.94

If you want to finance, INITIAL the option containing the finance terms of your choice.

Choose ONLY ONE option otherwise 100% of the Total Premium is due.

	<u>25% Down *</u> <small>*Auto Draft Monthly Payments are Required</small>	<u>30% Down</u>	<u>40% Down</u>
<u>3 Monthly Payments</u>	Initial Here	Initial Here	Initial Here
Monthly Payments	3 @ \$3,616.93	3 @ \$3,376.69	3 @ \$2,896.21
Down Payment	25% or \$3,516.74	30% or \$4,220.08	40% or \$5,626.78
Interest Rate	14.75%	14.75%	14.75%
Finance Charge	\$300.59	\$283.22	\$248.47
Final APR**	17.02 %	17.18 %	17.58 %
Amount Financed	\$10,550.21	\$9,846.86	\$8,440.16
Total of Payments	\$10,850.80	\$10,130.08	\$8,688.64
<u>5 Monthly Payments</u>	Initial Here	Initial Here	Initial Here
Monthly Payments	5 @ \$2,205.82	5 @ \$2,059.30	5 @ \$1,766.25
Down Payment	25% or \$3,516.74	30% or \$4,220.08	40% or \$5,626.78
Interest Rate	16.50%	16.50%	16.50%
Finance Charge	\$478.89	\$449.63	\$391.11
Final APR**	17.98 %	18.09 %	18.35 %
Amount Financed	\$10,550.21	\$9,846.86	\$8,440.16
Total of Payments	\$11,029.09	\$10,296.49	\$8,831.27
<u>7 Monthly Payments</u>	Initial Here	Initial Here	Initial Here
Monthly Payments	7 @ \$1,600.75	7 @ \$1,494.42	7 @ \$1,281.75
Down Payment	25% or \$3,516.74	30% or \$4,220.08	40% or \$5,626.78
Interest Rate	17.25%	17.25%	17.25%
Finance Charge	\$655.08	\$614.07	\$532.06
Final APR**	18.35 %	18.43 %	18.63 %
Amount Financed	\$10,550.21	\$9,846.86	\$8,440.16
Total of Payments	\$11,205.28	\$10,460.93	\$8,972.23
<u>9 Monthly Payments</u>	Initial Here	Initial Here	Initial Here
Monthly Payments	9 @ \$1,263.79	9 @ \$1,179.83	9 @ \$1,011.92
Down Payment	25% or \$3,516.74	30% or \$4,220.08	40% or \$5,626.78
Interest Rate	17.50%	17.50%	17.50%
Finance Charge	\$823.88	\$771.62	\$667.10
Final APR**	18.37 %	18.43 %	18.59 %
Amount Financed	\$10,550.21	\$9,846.86	\$8,440.16
Total of Payments	\$11,374.09	\$10,618.48	\$9,107.27

Check this box if you would like to setup your Monthly Payments to be Auto Drafted (This option is for 30 & 40% down, all 25% down payments will automatically be setup up for auto drafts).

After initialing an option listed above, sign the agreement on the next page and attach a check for the Down Payment Amount shown in your selected option above.

***Note: All 25% Down Payment options require an automatic draft from your bank account monthly.**

****Note: Final APR is based on the Annual Percentage Rate plus Fees for the duration of the number of monthly payments selected.**

This is not a loan document and is not binding on any premium finance company to accept any loan for the undersigned.

The first payment is due in 30 days after the coverage effective date.

Greenlight Premium Financing Request (Continued)

Please Sign and
Return this Form

Yes, I want to finance according to the option selected on the previous page (Please sign and see down payment methods below)
(Note: All 25% Down Payment options require an automatic draft from your bank account monthly.)

The undersigned insured/member requests that, EIB International, LLC. (EIB) a Utah corporation, arrange the financing for its premium in monthly installments and hereby irrevocably appoints (EIB) a limited power of attorney to complete and execute a premium financing agreement on its behalf.

The undersigned shall have the right to, without charge, rescind by paying to (EIB) the net amount financed on the financing agreement executed on its behalf by (EIB) within 10 days after (EIB) or the actual premium finance company mails to the undersigned a true copy of the actual premium financing agreement being executed by (EIB) as attorney-in fact for the undersigned. Failure to rescind shall be deemed a ratification and affirmation of the actions of the attorney-in-fact in the execution of a premium financing.

Security Interest: Borrower gives the PFC a security interest in and assigns to the PFC as security for any amount due under this Agreement, including interest, late or cancellation charges, any and all unearned premiums and dividends which may be payable under the insurance policies listed in the Schedule of Policies, loss payments which reduce the unearned premiums, and any interest arising under a state guarantee fund relating to these items.

No, I do not want to finance. I am paying 100% of the Total Premium listed on my quote. (See payment methods below)

Authorization to Set Up Financing

I, the Insured, have read and authorize (EIB) to set up financing according to my selection on the previous page.

Signature _____

Date _____

Print Name and Title _____

PAY BY WIRE, PHONE, FAX, OR MAIL Payment Method

BANK WIRE	CHECK VIA OVERNIGHT OR EXPRESS MAIL	CHECK BY FAX CREDIT CARD BY PHONE
Account Name: Evolution Insurance Brokers, LC	EIB 8722 South Harrison St, Sandy, UT 84070	FAX: 1-877 452 6910
Bank Name: Bank of American Fork		E-MAIL: ar@primeis.com
Telephone: 801-428-0532		PHONE: 1-877-257-5590
Routing No.: 124301025		
Account No.: 07110224		

CHECK DISCLOSURE:

Checks received may be processed electronically. (EIB), through its bank, has the ability to provide EFT (Electronic Fund Transfer) checks for processing rather than submitting a paper copy of the check to the bank. Funds transfer in the same manner if transacted electronically or by submitting a paper copy of the check to the bank, except funds transfer the day the information is received with electronic processing rather than within a few business days as with a paper check. Electronically processed transactions appear on your bank statement in the same manner as paper checks.

CHECK BY FAX METHOD:

To use this method, please complete the requested information below and fax to the Association. PLEASE PRINT CLEARLY- OR - You may attach a voided check to this form or fax a voided check instead. EITHER WAY, WE WILL ELECTRONICALLY DRAFT YOUR ACCOUNT. IF YOU CHOOSE THIS METHOD OF PAYMENT PLEASE DO NOT MAIL THE ORIGINAL CHECK TO US.

Attach Check here or Enter Check Information:

Bank Name and Address: _____	
Bank Routing No.(usually 9 digits): _____	Account No.: _____
Amount of Check: \$ _____	Check No.: _____
Authorized By: _____	Date: _____

Signature of authorization: _____

Date _____

IF FINANCING Attach an additional check if you would like to use a different account for your Auto Draft Monthly Payments.

SERVICE FEE: (EIB) reserves the right to collect directly from your account a processing fee of \$25 for any incomplete transaction due to insufficient funds in your account (i.e. a "bounced check")."

This is not a loan document and is not binding on any premium finance company to accept any loan for the undersigned.
The first payment is due in 30 days after the coverage effective date.



8722 South Harrison St., Sandy, UT 84070
 P.O. Box 4439, Sandy, UT 84091
 Phone: 877-678-7342 - Fax: 877-452-6910
 Website: www.eibdirect.com
 E-mail: rmd@primeis.com

Please Sign and
 Return this Form

RISK MANAGEMENT DIRECT

The assessment, management, and loss cost containment of insured risks are long-standing objectives at Prime. Prime's risk management department fosters a mutually beneficial relationship with Prime's insured by taking a partnership approach to the management of each insured's account.

RMD begins this partnership with an initial contact with the insured to:

- Welcome the insured to the company.
- Review policy terms, limits, and conditions
- Establish a direct point of contact for risk management related concerns.

One of the applicant's contact requirements in the policy is to complete a Risk Management Call with Risk Management Direct to review certain important aspects of our partnership approach within 30 days of the policy being bound. The applicants contact should be the one that handles the day to day operations, insurance, hiring, safety, and maintenance for the company. The call must be completed with the applicant's contact person.

Please fill out the information below.

**Required*

*Applicant/Office Contact Name(s): _____

*Contact Phone Number(s): _____

Contact Fax Number(s): _____

Contact Email address(s): _____

*Best Time to Contact

- *Time of Day: Anytime Morning Afternoon Evening
 Day of Week: Any Day Mon Tues Wed Thurs Fri

***By signing below, I understand that one of the requirements of binding the policy is to have the applicant's contact complete a Risk Management Call with Risk Management Direct within 30 days of policy being bound to keep policy coverage in effect.**

If you don't receive a phone call within 14 days of the policy being bound, please contact one of our team members at 1-877-585-2851. We are available Monday through Friday, 7:00 AM - 5:00 PM Mountain Standard Time.

 *Applicant's Signature/Date

 Signature of Broker/Agent of Applicant/Date

 Print Applicant's Name

 Print Broker/Agent Name

RMD-001 06DEC2013



8722 South Harrison St., Sandy, UT 84070
 P.O. Box 4439, Sandy, UT 84091
 Phone: 877-678-7342 - Fax: 877-452-6910
 Website: www.eibdirect.com
 E-mail: quotes@eibdirect.com

Please Sign and Return this Form

COVERAGE REQUEST FORM

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY MATERIAL FACT THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

Applicant: North Snake Ground Water District Producer: Evolution Insurance Brokers, LC.
 Quote #: MM1501329-1 Amount Due: \$14,066.94 Requested Bind Date: _____

Coverage will not be bound until the following documents are received:

- A valid Indication Quote with all requirements reviewed and complied with.
- A completed and signed Coverage Request Form.
- A completed and signed Claims Warranty.
- Amount due to bind policy, in full, unless financed through Greenlight Premium Finance, in which case attach the payment terms. Finance agreement must be completed and signed by the Insured.
- All check by fax or electronic checks presented to bind or add coverage will be processed via electronic funds transfer ("EFT") and must be on an account which authorizes this type of transaction.
- If attached, a fully completed and signed affidavit.
- A completed and signed Claims History and Incident Disclosure History form.

Special Conditions to Bind:

By signing below the Applicant acknowledges that municipal, state, federal or other law may require higher or otherwise different limits of liability coverage than have been offered. The Applicant further accepts responsibility for obtaining additional insurance or self-insuring to fulfill the requirements of the law.

This surplus line contract is issued pursuant to the Idaho Insurance Laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.

(YOU MUST MAKE A SELECTION BELOW)

Do you require certificates or proof of insurance? Yes No If yes, please provide list.
 Do you require filings? Yes No If yes, complete filing section on indication quote.

TO BIND SEND ABOVE DOCUMENTS TO: 8722 S. Harrison St
 Sandy, UT 84070
 Phone: Phone: 877-678-7342
 Fax: Fax: 877-452-6910
 E-mail: policyservices@eibdirect.com

We appreciate your business and are available to answer any questions. If we can be of any help, please contact your underwriter or the customer care department at the number or email addresses provided above.

Thank you,

 Applicant's Signature/Date

 Signature of Broker/Agent of Applicant/Date

 Print Applicant's Name

 Print Broker/Agent Name

UDA-F-004-22MAR2012

CLAIM, WARRANTY AND COVERAGE STATEMENT

Please Sign and
Return this Form

PAP-99-07

Coverage provided under the Policy/Certificate is contingent on the following warranty, requirements, and acknowledgements as evidenced by the Applicant's signature.

WARRANTY STATEMENT

The "Applicant" is the party to be named as the "Insured"/"Assured" in any insuring contract if issued. By signing this statement, the Applicant for insurance hereby represents and warrants that the information provided in the Application, together with all supplemental information and documents provided in conjunction with the Application, is true, correct, inclusive of all relevant and material information necessary for the Insurer/Underwriter to accurately and completely assess the Application, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Insurer/Underwriter can and will rely upon the Application and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) all supplemental information and documents provided in conjunction with the Application are warranties that may become a part of any coverage contract that may be issued; (iii) the submission of an Application or the payment of any premium does not obligate the Insurer/Underwriter to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Application, any coverage provided will be deemed void from initial issuance. The Applicant hereby authorizes the Insurer/Underwriter and its agents to gather any additional information the Insurer/Underwriter deems necessary to process the Application for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit reporting agencies.

FUTURE CLAIM INCIDENT/REPORTING REQUIREMENT

As an express condition precedent to coverage under this Policy, you must give us immediate written notice no later than 72 hours after any incident, event, occurrence, loss, or Accident which might give rise to a Claim covered by this Policy. Written notice must be given to: Claims Direct Access, P.O. Box 4439, Sandy, Utah 84091-4439, U.S.A. Phone: (877) 585-2849 or (801) 304-5530; Fax: (877) 452-6909 or (801) 304-5536.

ACKNOWLEDGEMENT OF RESTRICTIVE SURPLUS LINES COVERAGES

The Policy/Certificate to be issued differs significantly from policies offered by other insurance companies. It is a manuscript policy with very strict reporting requirements. The "warranty-prior claims" forms are a part of the Policy/Certificate and constitute warranties. Coverage is provided only for otherwise covered Claims: (1) Which are first made by or against an Insured/Assured during the Policy Period; (2) Which result from an Accident occurring during the Policy Period; and (3) For which written notice is given to the Insurer/Underwriter during the Policy Period.

NOTE: If this Quote is being provided by Evolution Insurance Brokers ("EIB") for insurance placed with Prime Insurance Company ("Prime"), you are hereby informed that EIB is acting as a surplus lines broker for and on behalf of Prime. Certain agreements are in place between EIB and Prime that affect the types and nature of insurance offered through EIB. These agreements include Rick J. Lindsey serving as an officer of both EIB and Prime. You are further informed that nothing herein is meant to indicate that EIB is acting as an agent or broker on your behalf. All insurance decisions must be made independently by you and you are free to seek professional advice regarding such decisions.

In addition, coverage is strictly limited to those activities and operations and at those locations listed, described, and defined in the Policy/Certificate. Unless otherwise specifically stated in the Policy, the Policy is subject to Utah law and any coverage disputes shall be determined only by a court in the State of Utah. Various other provisions of this Policy/Certificate restrict and limit the coverage provided. Please read the Policy/Certificate and all Endorsements carefully to determine your rights and duties and what is and is not covered.

Claim Expenses reduce the available Limits of Liability stated on the Declarations. In the event of any Claim, the total amount of any premium charged shall be 100% earned and not subject to short-rate or pro rata adjustment.

The Applicant expressly understands, acknowledges, and agrees that (i) any and all policy fees are fully earned at inception; accordingly, no refund of any policy fees will be made regardless of whether the Policy is cancelled by the covered party or the Insurer/Underwriter for any reason, (ii) the Applicant agrees to pay a service fee for any Endorsements made to the Policy after initial binding unless additional premium is associated with such Endorsement. An additional fee may be assessed if a notice of cancellation is processed, (iii) The Insurer/Underwriter may process checks electronically, and a \$25 charge may be assessed for any check or electronic transaction returned for insufficient funds, (iv) the Applicant agrees to pay additional premium equal to 25% of the total premium due for the Policy if the Applicant fails to comply with any premium audit request made by the Insurer/Underwriter at any time, and (v) if any portion of the premium is financed through Greenlight Premium Finance Company, the Insurer/Underwriter may add, at any time, any additional premium, audit premium, endorsement fees, cancellation or other fees related to prior or current coverage to the amount financed by the Applicant.

Please check the corresponding box to accept or reject the following coverages, if accepted additional premium will apply.

Accepted Rejected **(YOU MUST MAKE A SELECTION)**

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Limited Terrorism Coverage (ADDITIONAL PREMIUM required if accepted). |
| <input type="checkbox"/> | <input type="checkbox"/> | Retroactive Coverage for renewal coverage only (SEE QUOTE - ADDITIONAL PREMIUM required if accepted). |

All other terms and conditions of this Policy/Certificate remain unchanged.

Applicant's Signature/Date

Signature of Broker/Agent of Applicant/Date

Print Applicant's Name

Print Broker/Agent Name

PAP-99-07 15MAY2014



8722 South Harrison St., Sandy, UT 84070
 P.O. Box 4439, Sandy, UT 84091
 Phone: 8776787342 - Fax: 877-452-6910
 Website: www.primeis.com
 E-mail: quotes@primeis.com

Please Sign and
 Return this Form

**AFFIDAVIT OF ORIGINATING AGENT
 OR BROKER DUE DILIGENCE EFFORT**

State Of: _____

City And County Of: _____

Producing Agent: _____

Agency License #: _____ (or Producers)

The producing agent affirms that a diligent effort was made to place the insurance coverage in three specific admitted licensed insurers in this state, and that being unable to place such coverage(s), in the admitted insurance market, the required insurance coverage(s) was placed through the Surplus Lines market represented by a duly licensed Surplus Lines Broker in this state.

Name of Insured: _____

Type of Risk: _____

The following authorized licensed Insurer(s) were contacted by this Producer:

1. Insurer: _____ Person Contacted: _____

Telephone #: _____ Date Contacted: _____ NAIC # _____

The reason(s) for declination by the insurer: _____

2. Insurer: _____ Person Contacted: _____

Telephone #: _____ Date Contacted: _____ NAIC # _____

The reason(s) for declination by the insurer: _____

3. Insurer: _____ Person Contacted: _____

Telephone #: _____ Date Contacted: _____ NAIC # _____

The reason(s) for declination by the insurer: _____

The information that the Insurance was being quoted, and would be placed with a Surplus Lines Insurer, was (or will be) made known to the insured prior to procuring the insurance with a non-admitted insurer and that the insured(s) signature thereon was (or will be) obtained as soon as reasonably possible.

Signed: _____
 (Originating Agent, Broker or Producer)

Agency: _____

Address: _____

Phone: _____

EIBI-F-031 19MAR201

E-mail: _____

Information:

Applicant Name:		Quote Number:
Claimants Name:	Age:	Sex:
Date Claim was made or Suit Brought:		Date Claim was made or Suit brought:
Insurance Carrier to Whom Claim/Circumstance Reported:		

Claim/Incident Status: For all Paid and Reserve amounts, include both Indemnity and Expense dollars

Dismissed:	Defense Verdict:	
Plaintiff Verdict:	Total Paid: \$	Paid on Your Behalf: \$
Settlement:	Total Paid: \$	Paid on Your Behalf: \$
Open:		
Settlement Demand:	Settlement Offer: \$	Loss Reserve: \$

Detailed description of Claim/Incident:

What steps have you taken to reduce the chance of this type of claim/incident in the future? _____

By signing this document, the undersigned Applicant or Applicant's Agent hereby warrants to the Insurer that to the best of the Applicant's knowledge all of the information provided herein is complete, truthful, and accurate. The Applicant further understands and agrees that any insurance policy or certificate issued by the Insurer may, at the Insurer's discretion, be rescinded and voided (null and void from the beginning) in the event that the Applicant provides any incomplete, false, or misleading information of any kind on this document or on any other document relating to this insurance.

Applicant's/Insured's Name: _____

Applicant's/Insured's Signature: _____ Date: _____

Signature of Applicant's Broker or Agent: _____ Date: _____

Printed Name of Applicant's Broker or Agent: _____

EXHIBIT 4

LEASE

BETWEEN

**NORTH SNAKE GROUND WATER DISTRICT,
MAGIC VALLEY GROUND WATER DISTRICT**

**AND SOUTHWEST IRRIGATION DISTRICT,
COLLECTIVELY, TENANT**

AND

**STATE OF IDAHO, BY AND THROUGH THE
IDAHO WATER RESOURCE BOARD,
LANDLORD**

TABLE OF CONTENTS

Page

ARTICLE 1 BASIC PROVISIONS.....1

1.1 Tenant1

1.2 Landlord1

1.3 Premises1

1.3.11

1.3.21

1.3.31

1.3.41

1.3.51

1.4 Permitted Use1

1.5 Term and Commencement Date2

1.6 Annual Rent.....2

1.6.1 Calculation of Average Annual CFS2

1.6.2 Adjustment of Rent Rate2

1.6.3 Rent Payment Date2

1.7 Services.....3

1.8 Personal Property.....3

1.9 Confirmation of Terms.....3

ARTICLE 2 GRANT OF PREMISES, DELIVERY OF POSSESSION, TENANT’S RIGHTS.....3

2.1 Grant of Premises.....3

2.2 Delivery of Possession3

2.3 Permits3

2.4 Lease Water Rights.....3

2.5 Tenant’s Right to Revenue4

2.6 Condition of Premises4

ARTICLE 3 TERM.....4

3.1 Term4

3.2 Tenant’s Termination Right.....4

3.2.14

3.2.24

3.2.34

ARTICLE 4 OPERATION OF PREMISES.....4

4.1 Tenant's Use of Premises4

4.2 Tenant's Maintenance Obligations4

4.3 Landlord's Maintenance and Repair Obligations.....5

4.4 Alterations.....5

4.5 Excluded Improvements5

4.6 Utilities5

4.7 Real and Personal Property Taxes5

4.8 Covenant Against Liens.....5

4.9 Landlord’s Right of Entry.....6

4.10	Control of Access.....	6
4.11	Environmental Definitions	6
4.12	Hazardous Materials Use by Tenant.....	6
4.13	Environmental Condition of Premises	6
ARTICLE 5 CHANGES IN THE PARTIES.....		7
5.1	Relationship of Parties.....	7
5.2	Successors and Assigns	7
5.3	Tenant's Assignment and Subletting.....	7
ARTICLE 6 LOSS AND DAMAGE TO PREMISES		7
6.1	Tenant Insurance Obligations.....	7
6.2	Condemnation	7
ARTICLE 7 DEFAULT.....		8
7.1	Tenant's Default.....	8
7.2	Landlord's Remedies Upon Tenant's Default	8
7.2.1	.....	8
7.2.2	.....	8
7.2.3	.....	8
7.2.4	.....	8
7.2.5	.....	8
7.3	Landlord's Default.....	8
7.4	Tenant's Remedies Upon Landlord's Default	9
7.4.1	.....	9
7.4.2	.....	9
7.4.3	.....	9
7.4.4	.....	9
ARTICLE 8 CLAIMS AND DISPUTES.....		9
8.1	Rights and Remedies Cumulative.....	9
8.2	Non-waiver of Remedies.....	9
8.3	Indemnification	9
8.4	Remedies Subject to Idaho Tort Claims Act and Appropriations Limits.....	10
8.5	Dispute Resolution	10
8.6	Attorneys' Fees and Costs	10
ARTICLE 9 TERMINATION OF LEASE.....		10
9.1	Events of Termination	10
9.2	Surrender of Possession.....	10
ARTICLE 10 GENERAL PROVISIONS		10
10.1	Notices	10
10.2	Time is of the Essence	11
10.3	Quiet Enjoyment	11
10.4	First Right of Refusal to Purchase and to Lease	12
10.4.1	.....	12
10.4.2	.....	12
10.4.3	.....	12
10.4.4	.....	12
10.4.5	.....	12

10.5	Interpretation	12
10.6	Binding Effect.....	12
10.7	Memorandum	12
10.8	Entire Agreement; Amendment.....	12
10.9	Severability	12
10.10	Cooperation	12

LEASE

This Lease ("**Lease**") is effective this 1st day of January, 2015, between North Snake Ground Water District, Magic Valley Ground Water District and Southwest Irrigation District (collectively, "**Tenant**"), and the State of Idaho, by and through the Idaho Water Resource Board ("**Landlord**").

In consideration of the mutual covenants and conditions contained herein, Landlord and Tenant agree as follows:

ARTICLE I BASIC PROVISIONS

1.1 Tenant. North Snake Ground Water District, Magic Valley Ground Water District and Southwest Irrigation District are collectively the "**Tenant**." For purposes of this Lease, all correspondence to Tenant should be addressed in care of the Idaho Ground Water Appropriators, Inc. ("**IGWA**"), P.O. Box 1391, Pocatello, Idaho 83201. Tenant's primary contact is Randall C. Budge.

1.2 Landlord. The State of Idaho, by and through the Idaho Water Resource Board, is the "**Landlord**." For purposes of this Lease, Tenant's address is 322 East Front Street P.O. Box 83720, Boise, Idaho 83720-0098. Tenant's primary contact is Brian Patton.

1.3 Premises. The "**Premises**" are located at 1110E 2700S Hagerman, ID 83332, Gooding County, Idaho 83355, and include the real and personal property more particularly described as follows:

1.3.1 All real property described in Exhibit "A," attached hereto.

1.3.2 All appurtenant rights to the real property, including the water rights, including, but not limited to, the water rights described in Exhibit "A-2" attached hereto (collectively the "**Lease Water Rights**").

1.3.3 All improvements, structures and permanent fixtures located on the Premises, including fish raceways with quiescent zones, flumes, headworks, diversion structures, effluent settling basins, structures, buildings, equipment and all other improvements.

1.3.4 All personal property that is currently situated upon the Premises and has been customarily used in connection with the rearing of fish ("**Personal Property**").

1.3.5 All easements appurtenant to the Premises and other agreements, licenses or permits necessary for fish-rearing operations, including, but not limited to, easements for access, utilities, and water delivery systems.

1.4 Permitted Use. Tenant shall, provided it complies with all pertinent governmental rules and regulations, be entitled to operate its business upon the Premises (i) under that certain National Pollution Discharge Elimination System General Permit for Aquaculture Facilities and Associated Fish Processing Facilities in Idaho issued by the United States Environmental Protection Agency No. IDG-13-0000 ("**NPDES Permit**"), and (ii) any other permits or approvals issued by the State of Idaho, Gooding County, Idaho, or other governmental authorities that are applicable to the Premises. The Permitted Uses

of the Premises under this Lease shall be for aquaculture and for the purpose of providing replacement water or mitigation for water delivery calls. (collectively the "Permitted Uses").

1.5 Term and Commencement Date. The term of this Lease shall be thirty (30) years ("Term"). The Term shall commence on the effective date shown on page 1 ("Commencement Date") and shall expire on the thirtieth anniversary of the Commencement Date, if not terminated earlier as set forth herein. Landlord and Tenant shall cooperate as is reasonably necessary, to obtain the transfer of the NPDES Permit and the Operating Permits as soon as possible after Landlord has acquired the Premises. The Parties acknowledge that the first year of the Term will be for a partial calendar year. All calculations relevant to any partial calendar year during the Term will be prorated on a per diem basis, based upon a three hundred and sixty (360) day year. All calculations relevant to any partial month during the term will be prorated on a per diem basis, based upon a thirty (30) day month.

1.6 Annual Rent. The rent reserved for each twelve (12) month period of the Lease ("Annual Rent") shall be fifty seven thousand four hundred fifty Dollars (\$57,450), which is calculated by multiplying one thousand six hundred forty four Dollars (\$1,644) per cubic foot per second (the "Rent Rate") by the average annual water flow ("Average Annual CFS") available to the Premises under the Lease Water Rights during the prior calendar year. Annual Rent will be adjusted annually on the anniversary of the Commencement Date based on the Average Annual CFS for the prior calendar year (pursuant to section 1.6.1 below). In addition, Annual Rent will be adjusted every three years on the anniversary of the Commencement Date based on the Adjustment of Rent Rate (pursuant to section 1.6.2 below).

1.6.1 Calculation of Average Annual CFS. Average Annual CFS is calculated by dividing the total acre-feet of water delivered to the Premises in a calendar year by 724. The total acre-feet delivered to the Premises shall be measured based upon the measuring devices installed at the Premises. Landlord and Tenant shall work with the State of Idaho to ensure that accurate measuring devices are installed, maintained and operated, with all data made available to the Parties and the Idaho Department of Water Resources ("IDWR").

1.6.2 Adjustment of Rent Rate. Beginning on the third anniversary of the Commencement Date, and on every third (3rd) anniversary thereafter ("Adjustment Date"), the Rent Rate shall be adjusted to reflect the cumulative adjustment in the cost of living during the immediately preceding three (3) calendar years as determined by the Consumer Price Index, provided, however, that in no event shall the Rent Rate (a) be increased by more than six percent (6%) on any Adjustment Date, or (b) be decreased below \$1,500 per cubic foot per second. The Consumer Price Index is defined as the Consumer Price Index for all Urban Consumers, All Items, published by the United States Department of Labor, Bureau of Labor Statistics ("Bureau"), Consumer price index, U.S. City Average for all Urban Consumers, Seasonally Adjusted, all items (1982-84 = 100) ("Index"). In the event the Bureau of Labor Statistics ("Bureau") shall cease to publish the Index there shall be substituted for the Index a substitute or successor index published by the Bureau or other governmental agency of the United States.

1.6.3 Rent Payment Date. Annual Rent shall be paid in twelve equal monthly installments, due and payable on the tenth (10th) day of each month during the Term of this Lease. The initial monthly installment of Rent shall be due and payable on the tenth (10th) day after the Commencement Date. In the event that the Commencement Date does not fall on the first day of a month, Tenant shall pay Rent for the fractional month, prorated on a per diem basis, based upon a thirty (30) day month, until the first day of the succeeding month, and thereafter monthly installments of Rent shall be paid in

advance on the tenth (10th) day of each and every month. Tenant shall be obligated to pay a five (5) percent late penalty on all rent unpaid ten (10) days after the due date.

1.7 Services. Landlord shall provide possession of the Premises to Tenant and shall perform such maintenance and repair as is set forth herein. Tenant shall be responsible for all other obligations relating to the use and enjoyment of the Premises, except as hereinafter expressly provided.

1.8 Personal Property. The risk of loss, damage, destruction, theft or other casualty (including losses occasioned by earthquake, flood, and the failure of diversion structures, levees, flumes, ditches, ponds, raceways, and water supplies) to the Personal Property, including trade fixtures and swimming inventory owned or leased by Tenant, and used or stored upon the Premises, shall be solely on Tenant, unless the same results from the negligent or intentional acts or omissions of Landlord, or Landlord's agents, employees, contractors or invitees.

1.9 Confirmation of Terms. The Parties' primary contacts as set forth in Sections 1.1 and 1.2 shall execute and exchange a memorandum (the "**Commencement Memorandum**"), in the form attached hereto as Exhibit "B" confirming (a) the Commencement Date pursuant to Section 1.5; (b) the initial Average Annual CFS pursuant to Section 1.6; and (c) any structures, improvements, or personal property excluded from the Lease.

ARTICLE 2

GRANT OF PREMISES, DELIVERY OF POSSESSION, TENANT'S RIGHTS

2.1 Grant of Premises. Landlord leases to Tenant, and Tenant leases from Landlord the Premises subject to the terms and conditions of this Lease.

2.2 Delivery of Possession. Landlord shall deliver possession of the Premises, in its existing condition (including all rights, privileges, benefits, rights of way and easements now or in the future appurtenant to the Premises), to Tenant on the Commencement Date free and clear of all tenancies and occupancies.

2.3 Permits. It is understood and agreed that Landlord's predecessor, pursuant to applicable rules and regulations, previously operated the fish production facilities on the Premises pursuant to a NPDES General Permit for Idaho. The specific permit number for the Aqualife Facility is IDG130001 and other required applicable permits or approvals including those issued by the State of Idaho or Gooding County, and any other applicable governmental agency (collectively the "**Operating Permits**"), which may be held in the name of Landlord for the benefit of Tenant during the Term of this Lease Idaho including, but not limited to, Gooding County CAFO Permit #G9-017. It shall be the sole responsibility and obligation of Tenant to secure and maintain all Operating Permits for the Term of this Lease, including obtaining the transfer of the Operating Permits to Tenant. To the extent that Landlord's consent, authorization or cooperation is required in securing or transferring of the Operating Permits, such shall not be unreasonably conditioned, withheld, or delayed.

2.4 Lease Water Rights. Notwithstanding the limitations of Section 2.6 below, Landlord warrants and represents that Tenant shall be entitled to use all of the water available pursuant to the Lease Water Rights in connection with Tenant's use and operation of the Premises. Subject to approval by IDWR, Tenant shall be entitled to use all available water for the purpose of providing replacement water or mitigation for water delivery calls. Landlord agrees that during the Term of this Lease, it will take all

reasonable action that is necessary or required to protect the Lease Water Rights and agrees to cooperate with the Tenant should transfers of the Lease Water Rights become necessary to mitigate for water delivery calls.

2.5 Tenant's Right to Revenue. For the Term of this Lease, Tenant shall have the right to all revenue or fees generated from the Premises.

2.6 Condition of Premises. Tenant has inspected the Premises and finds the Premises acceptable for its purposes and accepts the Premises in its "As Is" condition and without any warranty, implied or express, except for those representations and warranties specifically identified in Sections 2.4 and 10.3 herein, provided no material change in the condition of the Premises occurs between the execution of this Lease and the Commencement Date. Landlord warrants and represents that on the Commencement Date the Premises will be in substantially the same condition as exists on the date of execution of this Lease, with the exception of reasonable wear and tear. Except as expressly set forth in this Lease, Tenant hereby waives all warranties, express or implied, regarding the condition and use of the Premises, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

ARTICLE 3 TERM

3.1 Term. The Term of this Lease is set forth in Section 1.5.

3.2 Tenant's Termination Right. Notwithstanding anything to the contrary herein contained, Tenant, in its sole discretion, may, in addition to the remedies provided in Section 7.4, terminate this Lease upon written notice to Landlord of at least one (1) year, or any other notice period set forth below, upon the occurrence of the following:

3.2.1 If during the Term of this Lease, the Average Annual CFS declines by fifty percent (50%) or more from the Average Annual CFS for the calendar year immediately preceding the commencement of this Lease ("Termination Threshold"), then Tenant shall have the right in its sole and absolute discretion to terminate this Lease ("Termination Right").

3.2.2 If Tenant determines that the Premises or Lease Water rights are not necessary or will not be used by Tenant for the Permitted Use of aquaculture or for providing replacement water or mitigation for water delivery calls, then Tenant shall have the right in its sole and absolute discretion to terminate this Lease ("Termination Right").

3.2.3 Tenant's right to exercise the Termination Right shall exist in any year that the Termination Threshold occurs, regardless of whether or not the Termination Threshold has previously occurred but Tenant has not elected to exercise its Termination Right.

ARTICLE 4 OPERATION OF PREMISES

4.1 Tenant's Use of Premises. The Premises shall be occupied and used by Tenant, its agents, contractors, employees and invitees for the Permitted Use.

4.2 Tenant's Maintenance Obligations. Tenant shall, at Tenant's sole expense, keep and maintain the Premises in good condition and repair. Tenant shall diligently and timely perform all of its maintenance and repair obligations. Tenant shall, at Tenant's sole expense, maintain and repair the levee that impounds water in Fisher Lake. Landlord shall support and assist Tenant in securing all permits necessary to operate, maintain and repair the levee and all diversion and delivery structures and facilities. Tenant shall have no obligation to maintain any portion of the Premises that is abandoned and not in use as of the Commencement Date. Tenant shall have the right to defer certain maintenance of the Premises when such maintenance will result in an expense or benefit that is unreasonable in light of the remaining Term of the Lease, provided, however, that Tenant provides notice to Landlord of Tenant's intent to defer such maintenance, and Landlord and Tenant agree that the deferral of such would not damage the Premises nor create a safety hazard.

4.3 Landlord's Maintenance and Repair Obligations. Landlord shall not be obligated to repair and maintain the Premises except for maintenance and repair obligations arising from the negligent or intentional acts or omissions of Landlord, or Landlord's agents, employees, contractors or invitees.

4.4 Alterations. Tenant shall have the right, with Landlord's prior written consent, which shall not be unreasonably conditioned, withheld, or delayed, to construct additional buildings and other improvements on the Premises or to remodel, repair or remove any buildings or improvements on the Premises. Landlord shall have thirty (30) days after Landlord's receipt of notice of Tenant's request to construct, remodel, repair or remove a building or other improvement on the Premises to approve or disapprove Tenant's request. If Landlord does not respond to Tenant's request within thirty days, Tenant's request is deemed approved by Landlord. All fees and costs incurred in connection with such construction, remodeling, repair or removal shall be paid by Tenant. In the event Tenant does not exercise either its Preferential Right to lease the Premises following the termination or expiration of the Lease for any reason other than for a default by Tenant, then Tenant may remove any buildings or improvements added or placed by Tenant during Tenant's occupancy of the Premises, or the Parties may negotiate purchase by Landlord of the buildings or improvements added or placed by Tenant during Tenant's occupancy of the Premises, based on the then fair market value of such buildings or improvements. In the event of Tenant's removal of buildings or improvements, Tenant shall be responsible for returning the location of the removal to its prior condition, with the exception of reasonable wear and tear. If Tenant does not remove Tenant's buildings or improvements within 180 days of the date of expiration or termination of the Lease, such right to remove will be canceled, and the improvements will be deemed property of Landlord.

4.5 Excluded Improvements. The Parties agree that the structures and improvements on the Premises identified in the Commencement Memorandum are subject to the Lease unless specifically excluded from the Parties' obligations in Sections 4.2 and 4.3.

4.6 Utilities. Tenant shall be solely responsible for and shall promptly pay all charges, when due, for water, power, natural gas, telephone, cable, computer, security, and any other utility or service used for, upon or furnished to the Premises. Tenant shall not be responsible for any cost or expense associated with the future extension of any utility service to the Premises unless such utility extension occurs at the request of Tenant. Additionally, unless caused by the negligent or intentional acts or omissions of Landlord, or Landlord's agents, employees, contractors, or invitees, Landlord shall not be liable in damages or otherwise for any failure or interruption of: (i) any utility service being furnished to the Premises, or (ii) the heating, ventilating and air conditioning system, if any, in any building on the Premises. Unless caused by the negligent or intentional acts of Landlord, no such failure or interruption, whether resulting

from a casualty or otherwise, shall entitle Tenant to terminate this Lease or to abate any payment Tenant is required to make under this Lease.

4.7 Real and Personal Property Taxes. Tenant agrees to pay, before they become delinquent, all taxes for real and personal property, assessments, or governmental charges lawfully levied or assessed against the Premises ("Taxes").

4.8 Covenant Against Liens. Tenant will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at Tenant's sole expense, any mechanic's lien or similar lien recorded against the Premises, which Tenant created or caused to be created by Tenant's work on the Premises. Tenant has no authority or power to cause or permit any mechanic's lien or similar lien created by the act of Tenant, by operation of law, or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. Any lien against Tenant shall attach only to Tenant's leasehold interest in the Premises. Landlord will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at Landlord's sole expense, any mechanic's lien or similar lien against the Premises, which Landlord created or caused to be created by Landlord's work on the Premises.

4.9 Landlord's Right of Entry. Landlord or Landlord's agents, upon prior reasonable notice to Tenant's agent or employee responsible for the operation of the Premises, may enter upon the Premises at all such times as may be necessary to inspect the general condition and state of repair of the Premises. Landlord's entry shall be supervised by Tenant, and Landlord shall not interfere with, or create a hazard to, Tenant's business operations, except in the event of an emergency arising within the Premises that endangers property or persons.

4.10 Control of Access. Tenant shall not permit the Premises to be generally accessible to the public. Tenant shall control access to the Premises consistent with Tenant's Permitted Use of the Premises.

4.11 Environmental Definitions. As used in this Lease, the term "Hazardous Materials" is defined to include, without limitation: (i) oil hydrocarbons, petroleum, petroleum products, or products containing, or derived from, petroleum; and (ii) any hazardous or toxic waste, substance, material, chemical, gas or particulate matter, as presently defined by, or for purposes of, any Environmental Laws. As used in this Agreement, the term "Environmental Laws" is defined to include, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Hazardous Substance Emergency Response Act, Idaho Code Section 39-7101, et seq.; any successor or amendment to those laws (in existence on the date this representation is made or updated); any rules, regulations, ordinances, orders or decrees issued pursuant to those laws; any other applicable federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now, or at any later time be in effect, regulating, relating to, or imposing, liability, or standards, concerning, or in connection with, hazardous or toxic wastes, substances, materials, chemicals, gases or particulate matter, or the emission, discharge, dumping, or other release, of any substance to the environment; and any common law theory based on nuisance or strict liability.

4.12 Hazardous Materials Use by Tenant. During the Term, at its sole expense, Tenant shall abide by all Environmental Laws, as defined above. Tenant shall not use, handle, deposit or dispose of any Hazardous Materials, as defined above, except in compliance with all Environmental Laws. Tenant agrees to indemnify Landlord consistent with the provisions of Section 8.3 if Tenant fails to comply with its obligations during the term of the Lease under this Section.

4.13 Environmental Condition of Premises. Landlord has not been in possession of the Premises prior to its acquisition and has not previously been responsible for the operation of the Premises. Landlord has no knowledge of the use of Hazardous Material on the Premises or any violation of the Environmental Laws as those terms are defined above. Landlord agrees to release Tenant from any claims arising from the presence of Hazardous Materials on the Premises or violations of Environmental Laws in the operation of the Premises (as those terms are defined above), occurring prior to the commencement of the Term of the Lease.

ARTICLE 5 CHANGES IN THE PARTIES

5.1 Relationship of Parties. Nothing contained in this Lease shall be construed as creating the relationship of principal or agent, employment, partnership or joint venture or any relationship between the Parties other than landlord and tenant.

5.2 Successors and Assigns. This Lease shall benefit and bind the successors and permitted assigns of Landlord and Tenant.

5.3 Tenant's Assignment and Subletting. Tenant may not assign this Lease or sublet all or a part of the Premises unless Tenant first obtains the prior written consent of Landlord, which consent shall not be unreasonably conditioned, withheld or delayed.

ARTICLE 6 LOSS AND DAMAGE TO PREMISES

6.1 Tenant Insurance Obligations. Tenant agrees to maintain, in full force and effect throughout the Term of the Lease, comprehensive general liability coverage covering the Premises with limits of liability for each occurrence of not less than \$2,000,000, naming Landlord as an additional insured. Tenant shall also purchase, obtain and maintain a policy of fire and extended coverage insurance or coverage in an amount equal to the full insurable value (from time to time) of all Tenant's personal property, fixtures, equipment and tenant improvements. Promptly upon the effective date of such insurance, or any renewal or replacement thereof, Tenant shall provide Landlord with a copy of a Certificate of Insurance evidencing the coverage required by this paragraph and upon change or termination in insurance coverage Landlord shall be provided not less than thirty (30) days advance written notice thereof. Landlord may maintain such additional insurance as it elects to permit it to perform the same. Landlord shall have no right to the proceeds of business damage or other insurance coverage obtained by Tenant and shall not be named as an insured on such policies obtained by Tenant.

6.2 Condemnation. If any material portion of the Premises affecting the Permitted Use is permanently condemned or taken under any governmental law, ordinance or regulation, by right of eminent domain, by inverse condemnation, or by deed in lieu, then Tenant may, at its option and upon written notice to Landlord, cancel this Lease, effective when the physical taking shall occur. For purposes of this

Section, a "material" portion of the Premises means such portion as would render the remaining portion of the Premises insufficient for Tenant's continuing needs and desired operations. Upon receipt of notice of any proposed condemnation, the receiving party shall promptly notify the other party. Tenant shall have the right to any award of just compensation related to Tenant's operation of the Premises, Tenant's profits and Tenant's leasehold interest.

ARTICLE 7 DEFAULT

7.1 Tenant's Default. The occurrence of any of the following by Tenant shall constitute a default under the terms of this Lease: (a) the abandonment or surrender of the Premises by Tenant prior to the expiration of the Term of this Lease, or (b) failure to perform any obligation as required or conditioned by any of the covenants and agreements contained in this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to perform such obligations. Each notice of default required by this subsection shall specify the alleged event of default and the intended remedy. After expiration of the applicable time for curing a particular default, Landlord may on behalf of Tenant, at Landlord's election, make any payment required of Tenant under this Lease, or perform or comply with any covenant or condition imposed on Tenant under this Lease. Any amount so paid or the cost of such performance shall be immediately reimbursed by Tenant upon receipt of a demand therefor from Landlord. No such payment or performance by Landlord shall constitute a waiver of default, nor shall it affect Tenant's liability for any loss or damage resulting from the default.

7.2 Landlord's Remedies Upon Tenant's Default. Upon the occurrence of a default by Tenant, Landlord, at its sole option, in addition to any other rights or remedies provided by law or equity, may:

7.2.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord.

7.2.2 Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

7.2.3 Landlord shall have the right to recover against Tenant any and all damages that are proximately caused by Tenant's default under this Lease.

7.2.4 Landlord shall have the right to take whatever action is necessary to cure Tenant's default, including the incurring of any reasonable expenses, and if Tenant fails to reimburse Landlord for the costs incurred in connection with the curing of Tenant's default, then Tenant shall pay to Landlord the amount of any such expenses together with interest thereon at the rate of six percent (6%) per annum from the date of Landlord's expenditure of such costs until such costs are paid or reimbursed.

7.2.5 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Idaho. The rights, privileges, elections and remedies of Landlord

as set forth in this Lease or allowed by law or equity are cumulative, and the enforcement by Landlord of a specific remedy shall not constitute an election of remedies and/or a waiver of other available remedies.

7.3 Landlord's Default. Landlord shall be in default under this Lease upon Landlord's failure to perform any obligation as required or conditioned by any of the covenants and agreements contained in this Lease within a reasonable time. Each notice of default required by this subsection shall specify the alleged event of default and the intended remedy.

7.4 Tenant's Remedies Upon Landlord's Default. Upon the occurrence of a default by Landlord under this Lease, Tenant shall have the following rights in addition to any other rights and remedies allowed by law or equity, including, but not limited to the following:

7.4.1 Tenant shall have the right to seek a decree or order of specific performance by a court of competent jurisdiction, ordering Landlord to perform its obligations under this Lease.

7.4.2 Subject to restrictions under state law regarding the Landlord's acceptance of liability, Tenant shall have the right to recover against Landlord any and all damages that are proximately caused by Landlord's default under this Lease.

7.4.3 Tenant shall have the right to take whatever action is necessary to cure Landlord's default, including the incurring of any reasonable expenses, and if Landlord fails to reimburse Tenant for the costs it incurred in connection with the curing of Landlord's default, to offset such costs against the rent then due and owing to Landlord until Tenant is fully reimbursed for such costs plus interest thereon at the rate of six percent (6%) per annum from the date of Tenant's expenditure of such costs until such costs are paid or reimbursed.

7.4.4 Pursue any other remedy now or hereafter available to Tenant under the laws or judicial decisions of the state of Idaho. The rights, privileges, elections and remedies of Tenant as set forth in this Lease or allowed by law or equity are cumulative, and the enforcement by Tenant of a specific remedy shall not constitute an election of remedies and/or a waiver of other available remedies.

ARTICLE 8 CLAIMS AND DISPUTES

8.1 Rights and Remedies Cumulative. Except as expressly provided in this Lease, each party's rights and remedies described in this Lease are cumulative and not alternative remedies.

8.2 Non-Waiver of Remedies. A waiver of any condition stated in this Lease shall not be implied by any neglect of a party to enforce any remedy available by reason of the failure to observe or perform the condition. A waiver by a party shall not affect any condition other than the one specified in the waiver, and a waiver shall waive a specified condition only for the time and in the manner specifically stated in the waiver. The acceptance by Landlord of rent or other money from Tenant after termination of the Lease, after termination of Tenant's right of possession, after the occurrence of a default, or after institution of any remedy by Landlord shall not alter, diminish, affect or waive the Lease termination, termination of possession, default or remedy.

8.3 Indemnification. To the extent allowed under Idaho law, Landlord and Tenant agree to indemnify and hold harmless the other party, and the other party's employees, agents, officers, and direc-

tors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise (including reasonable attorneys' fees and costs), arising from any act, omission or negligence of that party, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of that party, in or about the Premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises; provided that the foregoing provision shall not be construed to make one party responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of the other party, including any officer, contractor, licensee, agent, servant, employee, guest, invitee of that party.

8.4 Remedies Subject to Idaho Tort Claims Act and Appropriation Limits. Tenant acknowledges that Landlord is a state agency and is subject to state law restrictions concerning the actions it may take to accept liability. It is specifically understood that any monetary liability against Landlord pursuant to this provision shall be subject to the provisions of the Idaho Tort Claims Act. Further, nothing in this Lease shall be so construed or interpreted to commit or obligate Landlord to unlawfully expend funds that have not been appropriated or budgeted.

8.5 Dispute Resolution. Notwithstanding anything to the contrary herein, if the Parties disagree regarding the performance of this Lease other than nonpayment of rent, then the Parties agree to engage in direct discussions to settle the dispute. If the disagreement cannot be settled by direct discussions, then the Parties agree to first endeavor to settle the disagreement in an amicable manner by mediation and, if unsuccessful, by arbitration, pursuant the American Arbitration Association's Commercial Mediation Rules, with litigation allowed only for the purpose of enforcing an arbitrator's decision. The foregoing dispute resolution provisions shall not preclude Landlord from bringing legal action to recover nonpayment of rent, unlawful detainer and possession of the Premises by reason of Tenant's default in any payment obligation under this Lease, nor shall it preclude Tenant from bringing legal action in conformance with Section 7.4.1 to enforce the rights and remedies available to it thereunder.

8.6 Attorneys' Fees and Costs. If a party is in default under this Lease, then the defaulting party shall pay to the other party reasonable attorneys' fees and costs: (i) incurred by the other party after default and referral to an attorney, and (ii) incurred by the prevailing party in any litigation.

ARTICLE 9 TERMINATION OF LEASE

9.1 Events of Termination. This Lease shall terminate upon the occurrence of one or more of the following events: (i) by mutual written agreement of Landlord and Tenant; (ii) by Landlord pursuant to the express provisions of this Lease; (iii) by Tenant pursuant to the express provisions of this Lease; (iv) upon expiration of the Term; or (v) by reason of condemnation or damage/destruction of the Premises as set forth in Article 6.

9.2 Surrender of Possession. Except as otherwise provided herein, upon termination of this Lease, Tenant will immediately surrender possession of the Premises to Landlord. If possession is not immediately surrendered, Landlord may, in compliance with the laws of the state of Idaho, re-enter and repossess the Premises and remove all persons and property.

**ARTICLE 10
GENERAL PROVISIONS**

10.1 Notices. All notices under this Lease shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or by fax, or on the date of receipt if delivered by U.S. Mail or express courier. Proof of delivery shall be by affidavit of personal delivery, machine-generated confirmation of fax transmission, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to the address set forth below:

Tenant:

Magic Valley Ground Water District
P.O. Box 430
Paul, Idaho 83347

North Snake Ground Water District
152 E. Main Street
Jerome, Idaho 83338

Southwest Irrigation District
340 S. 400 W.
Burley, Idaho 83318

Idaho Ground Water Appropriators, Inc.
c/o Randall C. Budge
Racine, Olson, Nye, Budge & Bailey
P.O. Box 1391
Pocatello, Idaho 83204-1391
Fax: 208-232-6109

Landlord:

Idaho Water Resource Board
Brian Patton, Administrator
322 East Front Street
P.O. Box 83720
Boise, Idaho 8372-0098
Fax: 208-287-6700

10.2 Time is of the Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

10.3 Quiet Enjoyment. Notwithstanding the limitations of Section 2.6 above, Landlord warrants and represents that on the Commencement Date it shall own fee simple title to the Premises and have the right to enter into this Lease and to let the Premises to Tenant. If Tenant pays the rent and keeps and performs the covenants of this Lease on Tenant's part to be kept and performed according to the provisions and conditions hereof, then Tenant shall peacefully and quietly hold, occupy, and enjoy the Prem-

ises during the Term hereof without any hindrance or molestation by Landlord or Landlord's agents, successors or assigns.

10.4 First Right of Refusal to Purchase and to Lease.

10.4.1 Landlord hereby grants Tenant a right of first refusal on the Premises or any portion of the Premises in accordance with the terms below ("Right of First Refusal").

10.4.2 If, at anytime during the term of this Lease, the Seller receives a bona fide written offer from a willing third party to purchase all or part of the Premises which Landlord intends to accept ("Third Party Offer"), Landlord shall give written notice to Tenant at the addresses provided below accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale.

10.4.3 If, at anytime for a period of one (1) year following the date of termination of this Lease, the Landlord receives a bonafide written offer from a willing third party to lease all or part of the premises which Landlord intends to accept ("Third Party Offer"), Landlord shall give written notice to Tenant at the addresses provided below accompanied by a copy of such Offer at least thirty (30) days before the date of the contemplated lease.

10.4.4 Within fifteen (15) business days after receipt of the written notice, Tenant shall notify Landlord that it intends to exercise its Right of First Refusal and will purchase the Premises pursuant to a purchase agreement or will lease the Premises pursuant to a lease agreement which matches the terms and conditions of the Third Party Offer.

10.4.5 Notwithstanding the Tenant's Right of First Refusal described herein, the Landlord may enter into an agreement to sell the premises to the Tenant any time after the commencement date of this Lease at such price and terms as the parties may agree.

10.5 Interpretation. This Lease shall be governed by the law of the State of Idaho. The courts in the State of Idaho shall have exclusive jurisdiction.

10.6 Binding Effect. The covenants and conditions contained herein shall apply to and bind the Parties and all heirs, administrators, grantees, successors, sublessees, assigns and successors of the Parties.

10.7 Memorandum. This Lease shall not be recorded. However, a Memorandum of this Lease shall be executed and recorded in the records of Gooding County, Idaho, in the form attached hereto as Exhibit "C".

10.8 Entire Agreement; Amendment. This Lease contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Lease may not be modified in any manner whatsoever except by an instrument in writing signed by each of the Parties hereto.

10.9 Severability. Any provisions of this Lease that may be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability

in any jurisdiction shall not invalidate or render unenforceable any other provision in any other jurisdiction.

10.10 Cooperation Landlord and Tenant shall and do hereby agree to cooperate with each other and to encourage and participate in efforts made by the State of Idaho and other users of the waters of the State of Idaho to promote the recharging, stabilization and sustaining of the aquifer in area of the Premises.

Landlord:

Dated: Dec. 31st, 2014

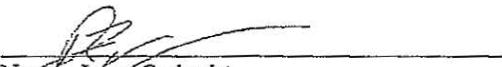
STATE OF IDAHO
IDAHO WATER RESOURCE BOARD

By: 
Name: Roger Chase
Chairman
Idaho Water Resources Board

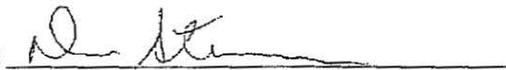
Tenant:

Dated: Nov. 5th, 2014

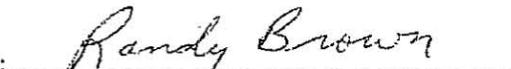
NORTH SNAKE GROUND WATER DISTRICT

By: 
Name: Lynn Carlquist
Title: Chairman

MAGIC VALLEY GROUND WATER DISTRICT

By: 
Name: Dean Stevenson
Title: Chairman

SOUTHWEST IRRIGATION DISTRICT

By: 
Name: Randy Brown
Title: Chairman

in any jurisdiction shall not invalidate or render unenforceable any other provision in any other jurisdiction.

10.10 Cooperation Landlord and Tenant shall and do hereby agree to cooperate with each other and to encourage and participate in efforts made by the State of Idaho and other users of the waters of the State of Idaho to promote the recharging, stabilization and sustaining of the aquifer in area of the Premises.

Landlord:

STATE OF IDAHO
IDAHO WATER RESOURCE BOARD

Dated: _____, 2014

By: _____
Roger Chase
Chairman
Idaho Water Resources Board

Tenant:

NORTH SNAKE GROUND WATER DISTRICT

Dated: Nov. 5th, 2014

By: _____
Name: Lynn Carlquist
Title: Chairman

MAGIC VALLEY GROUND WATER DISTRICT

By: _____
Name: Dean Stevenson
Title: Chairman

SOUTHWEST IRRIGATION DISTRICT

By: _____
Name: Randy Brown
Title: Chairman

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

Legal Description is the 51 acre parcel with associated easements depicted in the attached map and legal description. This consists of a 17.05 acre parcel containing the hatchery facility as deeded by IDPR to IWRB. The remaining 33 acre parcel consisting of Fisher Lake and the spring discharge areas is in the process of being acquired by IWRB from IDPR.



Aqualife

- 5.1 Total Acres including property above rim
- Property above the rim - 4.8 acres



EXHIBIT "A-2"

LEASE WATER RIGHTS

WATER SOURCE	WATER RIGHT NO.	PRIORITY DATE
SPRING FLOW TRIBUTARY TO BILLINGSLEY CREEK	36-2338	8/5/1954
UNNAMED STREAM TRIBUTARY TO BILLINGSLEY CREEK	36-2414	12/21/1959
BILLINGSLEY CREEK	36-2734	10/5/1965
BILLINGSLEY CREEK	36-4011	12/1/1965

EXHIBIT "B"

COMMENCEMENT MEMORANDUM

COMMENCEMENT MEMORANDUM

Pursuant to Section 1.9 of the Lease ("**Lease**") effective 1st day of January, 2015, between the State of Idaho, by and through the Idaho Water Resource Board (collectively, "**Landlord**"), and North Snake Ground Water District, Magic Valley Ground Water District and Southwest Irrigation District ("**Tenant**"). Landlord and Tenant through their primary contacts do hereby memorialize the following upon the commencement of the Lease:

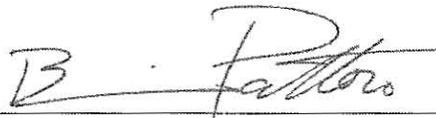
1. The Commencement Date pursuant to Section 1.5 of the Lease is January 1, 2015.
2. The initial Average Annual CFS for the **Tenant's** use pursuant to Section 1.6 of the Lease is **48.227** cfs.
3. The following structures or improvements on the Premises shall be excluded from the Parties' obligations in Sections 4.2 and 4.3 of the Lease: No Exclusions

IDAHO WATER RESOURCES BOARD

Landlord:

Dated: January 9, 2015

By



Roger Chase
Chairman

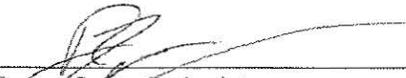
Idaho Water Resources Board

FOR

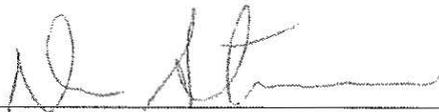
Tenant:

Dated: Nov. 5th, 2014

NORTH SNAKE GROUND WATER DISTRICT

By: 
Name: Lynn Carlquist
Title: Chairman

MAGIC VALLEY GROUND WATER DISTRICT

By: 
Name: Dean Stevenson
Title: Chairman

SOUTHWEST IRRIGATION DISTRICT

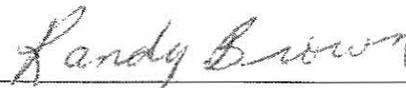
By: 
Name: Randy Brown
Title: Chairman

EXHIBIT "C"

MEMORANDUM OF LEASE

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made as of the 1st day of January, 2015, between North Snake Ground Water District, Magic Valley Ground Water District and Southwest Irrigation District (collectively, "**Tenant**"), and the State of Idaho by and through the Idaho Water Resource Board ("**Landlord**").

1. Landlord and Tenant have entered into a lease dated as of January 1,, 2015 (the "**Lease**") for a term of thirty (30) years regarding certain real property and water rights described in Exhibit A and A-2, attached hereto and incorporated herein.

2. The Lease is made in consideration for rent paid by Tenant and includes options to lease and a right of first refusal in favor of Tenant.

3. This Memorandum summarizes the provisions of the Lease pursuant to Idaho Code § 55-818, and incorporates by reference all of the terms and provisions of the Memorandum.

4. The terms, conditions and provisions of the Lease shall extend to and be binding upon the heirs, executors, administrators, grantees, successors and assigns of the Parties hereto.

5. In the event of any conflict between the Lease and this Memorandum, the Lease shall control.

6. Capitalized terms set forth in this Memorandum shall have the same meanings ascribed for such capitalized terms in the Lease.

SIGNATURES ON FOLLOWING PAGES

IDAHO WATER RESOURCES BOARD

Landlord:

Dated: _____, 2014

By _____
Roger Chase
Chairman, Idaho Water Resources Board

STATE OF IDAHO)
)ss.
County of Ada)

On this ____ day of _____, 2014, before me the undersigned Notary Public in and for said county and state, personally appeared _____ known to me to be the person whose name is subscribed to within instrument and acknowledged to me that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first written.

Notary Public in and for Idaho
Residing at: _____
Commission Expires: _____

Tenant:

Dated: Nov. 5th, 2014

NORTH SNAKE GROUND WATER DISTRICT

By: 
Name: Lynn Carlquist
Title: Chairman

MAGIC VALLEY GROUND WATER DISTRICT

By: 
Name: Dean Stevenson
Title: Chairman

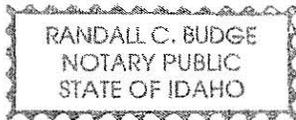
SOUTHWEST IRRIGATION DISTRICT

By: 
Name: Randy Brown
Title: Chairman

STATE OF IDAHO)
County of Bannock) ss.

On this 5th day of November, 2014, before me, Randall C. Budge, the undersigned notary public in and for said county and state, personally appeared Lynn Carlquist, known or identified to me to be the Chairman of North Snake Ground Water District, Dean Stevenson, known or identified to me to be the Chairman of Magic Valley Ground Water District and Randy Brown, known or identified to me to be the Chairman of Southwest Irrigation District, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Ground Water Districts and Irrigation District, and acknowledged to me that such Ground Water Districts and Irrigation District executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Randall C. Budge
Notary Public for Idaho
Residing at Pocatello, Idaho
Commission Expires 10/11/2016.

EXHIBIT 5

MEMORANDUM OF AGREEMENT

7th THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made as of January 1st, 2015 between North Snake Ground Water District, Magic Valley Ground Water District and Southwest Irrigation District (collectively "Districts"), and SeaPac of Idaho, Inc., an Idaho corporation ("SeaPac").

1. The Districts and SeaPac have entered into a Magic Springs Water Use Agreement dated as of January 1st, 2015 (the "Agreement").
2. Pursuant to the Agreement, SeaPac grants the Districts the exclusive right to use up to 10 cfs of first use water from its Magic Springs Hatchery under water right nos. 36-7072 and 36-8386 together with the exclusive right and access to utilize all discharge water from the Magic Springs facility as needed to provided mitigation to Rangen, Inc. and other water right holders in the Hagerman Valley, together with a right of access and easements to design, construct, operate and maintain water intake and collection facilities, pump stations, pipelines and other facilities necessary to deliver water from SeaPac's Magic Springs Hatchery for mitigation purposes.
3. The Agreement is made in consideration for a long term lease or ownership of the Aqualife Hatchery provided by the Districts to SeaPac.
4. This Memorandum summarizes the provisions of the Agreement.
5. The terms, conditions and provisions of the Agreement shall extend to and be binding upon the heirs, executives, administrators, grantees, successors and assigns of the parties hereto.
6. In the event of any conflict between the Agreement and this Memorandum, the Agreement shall control.
7. This Memorandum may be recorded in the Gooding County, Idaho Recorder's Office and may be filed with the Director of the Idaho Department of Water Resources to provide notice of the Agreement between the parties.

(Signatures on the following page)

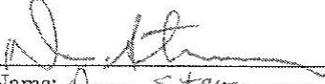
SEAPAC OF IDAHO, INC.,
an Idaho corporation

Dated: _____, 2015

By: _____
Name: _____
Title: _____

NORTH SNAKE GROUND WATER DISTRICT

Dated: January 7, 2015

By: 
Name: Don Stearn
Title: Chairman

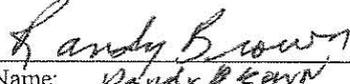
MAGIC VALLEY GROUND WATER DISTRICT

Dated: January 7, 2015

By: 
Name: Don Stearn
Title: Chairman

SOUTHWEST IRRIGATION DISTRICT

Dated: January 7, 2015

By: 
Name: Randy Brown
Title: Chairman

STATE OF IDAHO)

: ss.

County of _____)

On this ____ day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared _____, known or identified to me to be the _____, of SEAPAC OF IDAHO, INC., that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

NOTARY PUBLIC FOR IDAHO

Residing at:

My Commission Expires:

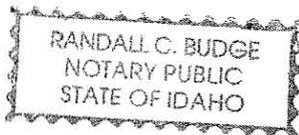
STATE OF IDAHO)

: ss.

County of Bannock)

On this 7th day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared RANDY BROWN, known or identified to me to be the Chairman, of SOUTHWEST IRRIGATION DISTRICT, LYNN CARLQUIST, known or identified to me to be the Chairman, of NORTH SNAKE GROUND WATER DISTRICT and DEAN STEVENSON, known or identified to me to be the Chairman, of MAGIC VALLEY IRRIGATION DISTRICT, that executed the instrument or the person who executed the instrument on behalf of said corporations, and acknowledged to me that such corporations executed the same.

(SEAL)



Randall C. Budge

NOTARY PUBLIC FOR IDAHO

Residing at: Bannock, county

My Commission Expires: 10/11/16

SEAPAC OF IDAHO, INC.,
an Idaho corporation

Dated: January 12, 2015

By: [Signature]
Name: KEO ARNEY
Title: CHAIRMAN

NORTH SNAKE GROUND WATER DISTRICT

Dated: January 7, 2015

By: [Signature]
Name: Don Stearns
Title: Chairman

MAGIC VALLEY GROUND WATER DISTRICT

Dated: January 7, 2015

By: [Signature]
Name: Don Stearns
Title: Chairman

SOUTHWEST IRRIGATION DISTRICT

Dated: January 7, 2015

By: [Signature]
Name: Randy Brown
Title: Chairman

STATE OF IDAHO)

: ss.

County of Twin Falls)

On this 12 day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared Ken Ashley, known or identified to me to be the President, of SEAPAC OF IDAHO, INC., that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Mike Hamilton
NOTARY PUBLIC FOR IDAHO
Residing at: Buhl
My Commission Expires: 9-26-15

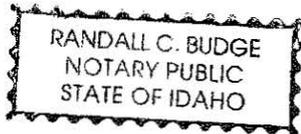
STATE OF IDAHO)

: ss.

County of Bannock)

On this 7th day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared RANDY BROWN, known or identified to me to be the Chairman, of SOUTHWEST IRRIGATION DISTRICT, LYNN CARLQUIST, known or identified to me to be the Chairman, of NORTH SNAKE GROUND WATER DISTRICT and DEAN STEVENSON, known or identified to me to be the Chairman, of MAGIC VALLEY IRRIGATION DISTRICT, that executed the instrument or the person who executed the instrument on behalf of said corporations, and acknowledged to me that such corporations executed the same.

(SEAL)



Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Bannock County
My Commission Expires: 10/11/16

EXHIBIT 6

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF THE FOURTH MITIGATION
PLAN FILED BY THE IDAHO GROUND WATER
APPROPRIATORS FOR THE DISTRIBUTION OF
WATER TO WATER RIGHT NOS. 36-02551 & 36-
07694 IN THE NAME OF RANGEN, INC.

IN THE MATTER OF DISTRIBUTION OF WATER TO
WATER RIGHT NOS. 36-02551 AND 36-07694
(RANGEN, INC.)

Docket No. CM-MP-2014-006
Docket No. CM-DC-2011-004

**ORDER DENYING PETITION TO
AMEND AND REQUEST FOR
TEMPORARY STAY**

BACKGROUND

On January 29, 2014, the Director ("Director") of the Idaho Department of Water Resources ("Department") issued the *Final Order Regarding Rangen, Inc.'s Petition for Delivery Call; Curtailing Ground Water Rights Junior to July 13, 1962* ("Curtailment Order").¹ The Curtailment Order recognizes that holders of junior-priority ground water rights may avoid curtailment if they participate in a mitigation plan which provides "simulated steady state benefits of 9.1 cfs to Curren Tunnel [sometimes referred to as the "Martin-Curren Tunnel"] or direct flow of 9.1 cfs to Rangen." *Curtailment Order* at 42. The Curtailment Order explains that mitigation provided by direct flow to Rangen, Inc. ("Rangen") "may be phased-in over not more than a five-year period pursuant to CM Rule 40 as follows: 3.4 cfs the first year, 5.2 cfs the second year, 6.0 cfs the third year, 6.6 cfs the fourth year, and 9.1 cfs the fifth year." *Id.*

On April 11, 2014, the Director issued the *Order Approving in Part and Rejecting in Part IGWA's Mitigation Plan; Order Lifting Stay Issued February 21, 2014; Amended Curtailment Order* ("Amended Curtailment Order"). On June 20, 2014, the Director issued an *Order Approving IGWA's Second Mitigation Plan; Order Lifting Stay Issued April 28, 2014; Second Amended Curtailment Order* ("Second Amended Curtailment Order"). The Second Amended Curtailment Order approved mitigation required by the Curtailment Order through January 18, 2015. *Second Amended Curtailment Order* at 18. The Second Amended Curtailment Order also stated that water rights bearing priority dates junior or equal to August 12, 1973, will be curtailed

¹ The Curtailment Order was appealed in *Rangen, Inc., v. IDWR*, Twin Falls County Case No. CV-2014-1338. Judge Wildman issued his *Memorandum Decision and Order on Petitions for Judicial Review* ("Memorandum Decision") on October 24, 2014, which affirmed the Director on a number of issues, but held the Director erred by applying a trim line to reduce the zone of curtailment. *Memorandum Decision* at 28. The Memorandum Decision has been appealed to the Idaho Supreme Court, Docket No. 42772-2015.

on January 19, 2015, if further mitigation is not provided by junior ground water right holders. *Id.*²

On August 27, 2014, Idaho Ground Water Appropriators, Inc. ("IGWA"), filed *IGWA's Fourth Mitigation Plan and Request for Expedited Hearing* ("Fourth Mitigation Plan"). The Fourth Mitigation Plan consists of the "Magic Springs Project." *Fourth Mitigation Plan* at 2. The Magic Springs Project is comprised of multiple components including design, construction, operation, and maintenance of the water intake and collection facilities, pump station, and pipeline to transport water from SeaPac's Magic Springs facility to the head of Billingsley Creek directly up gradient from the Rangen Facility. *Id.* at 3.

The Director held a hearing for the Fourth Mitigation Plan on October 8, 2014, at the Department's State office in Boise, Idaho. On October 29, 2014, the Director issued the *Order Approving IGWA's Fourth Mitigation Plan* ("Fourth Mitigation Plan Order). In approving the fourth mitigation plan, the Director reaffirmed the requirement that mitigation water must be delivered to Rangen on or before January 18, 2015, and if mitigation water was not delivered to Rangen, water rights bearing priorities dates equal or junior to August 12, 1973 are subject to curtailment. Of relevance to this order, the Director also ordered that, "if IGWA decides to construct a temporary pipeline system, IGWA must build the pipeline with new pipe." *Fourth Mitigation Plan Order* at 21. Rangen filed a petition for judicial review of the Fourth Mitigation Plan Order on November 25, 2014. *See* Docket No. 2014-4633.³

On January 16, 2015, IGWA submitted to the Department *IGWA's Petition to Amend Order Approving Fourth Mitigation Plan, or, in the Alternative, Temporarily Stay Curtailment; and Request for Expedited Decision* ("Petition to Amend").⁴ IGWA states: "All permanent components of the [Magic Springs] Project are on schedule to be completed by [the January 19 deadline] except for the steel pipe that transports water from Magic Springs up the adjacent talas (sic) slope and cliff. Consequently, while the steel pipe is being completed, HDPE pipe will be used to transport water this short distance." *Petition to Amend* at 2.

IGWA submitted with its Petition to Amend an *Affidavit of Robert Hardgrove in Support of IGWA's Petition to Amend Order Approving Fourth Mitigation Plan, or, in the Alternative, Temporarily Stay Curtailment* ("Hardgrove Affidavit"). In the affidavit, Robert Hardgrove ("Hardgrove"), lead engineer on the Magic Springs Project, states that "[t]he temporary HDPE pipe is nearly completely installed. We discovered today that the supplier of the pipe ... provided used pipe. However, [the supplier] assured us the pipe has only been used to transport

² On November 21, 2014, the Director issued the *Order Granting Rangen's Motion to Determine Morris Exchange Water Credit; Second Amended Curtailment Order* ("Order Determining Morris Exchange Water Credit"). This order increased the mitigation obligation owed to Rangen because of a shortfall in the Morris Exchange Agreement and reiterated that water rights bearing priority dates junior or equal to August 12, 1973, will be curtailed on January 19, 2015, if further mitigation is not provided by junior ground water right holders. *Order Determining Morris Exchange Water Credit* at 4-5.

³ A *Notice of Reassignment* was issued on December 1, 2014, assigning the case to the presiding judge of the Snake River Basin Adjudication District Court of the Fifth Judicial District for disposition and further proceedings.

⁴ That same day, Rangen filed *Rangen, Inc.'s Objection to IGWA's Petition to Amend Order Approving Fourth Mitigation Plan, or, in the Alternative, Temporarily Stay Curtailment*.

clean water. It was previously used to pipe clean groundwater from the wells to fill water trucks. It has not been used to transport irrigation water, chemicals, or other contaminants.” *Hardgrove Affidavit* at 2. Hardgrove further states: “The HDPE pipe on site will be flushed at a [rate] greater than 10 ft/sec before being connected to the permanent pipe above the rim. The high flushing rate will be effective at cleaning the interior surface of the pipe, removing any sediment that exists from previous uses or installation.” *Id.* It is Hardgrove’s view the HDPE pipe currently installed will, upon being flushed as stated above, “deliver the same quality of water as new HDPE pipe.” *Id.* Therefore, IGWA requests that the Fourth Mitigation Plan Order “be amended to allow the use of used temporary pipe as long as it has not previously been used to transport chemicals or other contaminants.” *Petition to Amend* at 2. Alternatively, “IGWA requests a temporary stay of curtailment to enable new temporary pipe to be procured and installed, or to enable the permanent steel pipe to be completed.” *Id.*

ANALYSIS

Request to Amend

The Department’s Rules of Procedure provide that “[t]he agency head may modify or amend a final order of the agency . . . at any time before notice of appeal to the District Court has been filed or the expiration of the time for appeal to the District Court, whichever is earlier . . .” IDAPA 37.01.01.760. As explained above, Rangen filed a petition for judicial review of the Fourth Mitigation Plan Order in November 2014. The Director does not have authority to modify or amend the Fourth Mitigation Plan Order at this stage of proceedings. IGWA’s request to amend must be denied.

Request for Temporary Stay

The Director has authority to stay a final order pursuant to the Department’s Rules of Procedure:

Any party or person affected by an order may petition the agency to stay any order, whether interlocutory or final. Interlocutory or final orders may be stayed by the judiciary according to statute. The agency may stay any interlocutory or final order on its own motion.

IDAPA 37.01.01.780. The authority to stay a final order is also reflected in I.C. § 67-5274 and I.R.C.P. 84(m), which provide that an “agency may grant, or the reviewing court may order, a stay upon appropriate terms.” The use of the word “may” demonstrates the Director’s discretionary authority to stay enforcement of an order. *See Bank of Idaho v. Nesselth*, 104 Idaho 842, 846, 664 P.2d 270, 274 (1983).

IGWA has been aware of the January 19, 2015, deadline since the Director issued the Second Amended Curtailment Order on June 20, 2014. The Director declines to grant IGWA’s request for temporary stay.

ORDER

Based upon and consistent with the foregoing, the Director hereby orders as follows:

IT IS ORDERED that IGWA's request to amend the Fourth Mitigation Plan Order is DENIED.

IT IS FURTHER ORDERED that IGWA's request for temporary stay is DENIED. During the week of January 19, 2015, the Department will begin mailing written notice to water users holding water rights bearing priorities dates equal or junior to August 12, 1973, of the requirement to curtail the diversion and use of ground water. The Director recognizes that many nonirrigation beneficial uses are authorized by multiple water rights, some of which may be subject to curtailment, and some of which may bear priority dates senior to August 12, 1973, and are not subject to curtailment. The Department also recognizes that water for these multiple water rights may be delivered through integrated and possibly complex delivery systems. Department staff will analyze the individual systems to determine how the junior water rights can be physically curtailed. The Director encourages the holders of junior water rights to contact the Department directly or wait for Department staff to contact them prior to voluntarily shutting off diversions of ground water.

Dated this 17th day of January 2015.


GARY SPACKMAN
Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 17th, 2015, I served a true and correct copy of the *ORDER DENYING PETITION TO AMEND AND REQUEST FOR TEMPORARY STAY* on the persons listed below by the method indicated.

RANDALL C BUDGE
THOMAS J BUDGE
RACINE OLSON NYE BUDGE &
BAILEY CHARTERED
201 E CENTER STREET
PO BOX 1391
POCATELLO, ID 83204
rcb@racinelaw.net
tjb@racinelaw.net
bjh@racinelaw.net

U.S. Mail, certified, postage prepaid
 Hand Delivery
 Overnight Mail
 Facsimile
 Email

J JUSTIN MAY
MAY BROWNING & MAY PLLC
1419 W WASHINGTON
BOISE ID 83702-5039
jmay@maybrowning.com
bev@maybrowning.com

U.S. Mail, certified, postage prepaid
 Hand Delivery
 Overnight Mail
 Facsimile
 Email

ROBYN BRODY
BRODY LAW OFFICE PLLC
PO BOX 554
RUPERT ID 83350-0554
robynbrody@hotmail.com

U.S. Mail, certified, postage prepaid
 Hand Delivery
 Overnight Mail
 Facsimile
 Email

FRITZ X HAEMMERLE
HAEMMERLE HAEMMERLE
PO BOX 1800
HAILEY ID 83333-1800
fxh@haemlaw.com

U.S. Mail, certified, postage prepaid
 Hand Delivery
 Overnight Mail
 Facsimile
 Email

KATHY MCKENZIE
PO BOX 109
HAGERMAN ID 83332
knbmac@q.com

U.S. Mail, certified, postage prepaid
 Hand Delivery
 Overnight Mail
 Facsimile
 Email

SARAH KLAHN
MITRA PEMBERTON
WHITE & JANKOWSKI
511 16TH ST STE 500
DENVER CO 80202
sarahk@white-jankowski.com
mitrap@white-jankowski.com

U.S. Mail, certified, postage prepaid
 Hand Delivery
 Overnight Mail
 Facsimile
 Email

A DEAN TRANMER
CITY OF POCATELLO
PO BOX 4169
POCATELLO ID 83205
dtranmer@pocatello.us

- U.S. Mail, certified, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

JOHN K SIMPSON
TRAVIS L THOMPSON
PAUL L ARRINGTON
BARKER ROSHOLT & SIMPSON LLP
195 RIVER VISTA PL STE 204
TWIN FALLS ID 83301-3029
jks@idahowaters.com
tlt@idahowaters.com
pla@idahowaters.com

- U.S. Mail, certified, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

W KENT FLETCHER,
FLETCHER LAW OFFICE
PO BOX 248
BURLEY ID 83318
wkf@pmt.org

- U.S. Mail, certified, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

C THOMAS ARKOOSH
ARKOOSH LAW OFFICES
PO BOX 2900
BOISE ID 83701
tom.arkoosh@arkoosh.com

- U.S. Mail, certified, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

GARY LEMMON
BLIND CANYON AQUARANCH, INC.
2757 S 1050 EAST
HAGERMAN ID 83332
glemmon@northrim.net

- U.S. Mail, certified, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

JERRY R RIGBY
HYRUM ERICKSON
ROBERT H WOOD
RIGBY ANDRUS & RIGBY CHTD
PO BOX 250
REXBURG ID 83440
jrigby@rex-law.com
herickson@rex-law.com
rwood@rex-law.com

- U.S. Mail, certified, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

WILLIAM A PARSONS
PARSONS SMITH STONE
PO BOX 910
BURLEY ID 83318
wparsons@pmt.org

- U.S. Mail, certified, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

ROBERT E. WILLIAMS
WILLIAMS MESERVY & LOTH SPEICH
P.O. BOX 168
JEROME, ID 83338
rewilliams@cableone.net

- U.S. Mail, certified, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email

CANDICE MCHUGH
CHRIS M. BROMLEY
MCHUGH BROMLEY, PLLC
380 S. 4TH ST., SUITE 103
BOISE, IDAHO 83702
cmchugh@mchughbromley.com
cbromley@mchughbromley.com

- U.S. Mail, certified, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile
- Email



Deborah Gibson
Administrative Assistant to the Director

EXPLANATORY INFORMATION TO ACCOMPANY A FINAL ORDER

(Required by Rule of Procedure 740.02)

The accompanying order is a "Final Order" issued by the department pursuant to section 67-5246 or 67-5247, Idaho Code.

Section 67-5246 provides as follows:

- (1) If the presiding officer is the agency head, the presiding officer shall issue a final order.
- (2) If the presiding officer issued a recommended order, the agency head shall issue a final order following review of that recommended order.
- (3) If the presiding officer issued a preliminary order, that order becomes a final order unless it is reviewed as required in section 67-5245, Idaho Code. If the preliminary order is reviewed, the agency head shall issue a final order.
- (4) Unless otherwise provided by statute or rule, any party may file a petition for reconsideration of any order issued by the agency head within fourteen (14) days of the service date of that order. The agency head shall issue a written order disposing of the petition. The petition is deemed denied if the agency head does not dispose of it within twenty-one (21) days after the filing of the petition.
- (5) Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date 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.
- (6) A party may not be required to comply with a final order unless the party has been served with or has actual knowledge of the order. If the order is mailed to the last known address of a party, the service is deemed to be sufficient.
- (7) A non-party shall not be required to comply with a final order unless the agency has made the order available for public inspection or the nonparty has actual knowledge of the order.
- (8) The provisions of this section do not preclude an agency from taking immediate

action to protect the public interest in accordance with the provisions of section 67-5247, Idaho Code.

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a final order within fourteen (14) days of the service date of this order as shown on the certificate of service. **Note: the petition must be received by the Department within this fourteen (14) day period.** 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 67-5246(4) Idaho Code.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, any party aggrieved by a final order or orders previously issued in a matter before the department may appeal the final order and all previously issued orders in the matter 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: a) of the service date of the final order, b) the service date of an order denying petition for reconsideration, or c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration, whichever is later. See section 67-5273, Idaho Code. The filing of an appeal to district court does not in itself stay the effectiveness or enforcement of the order under appeal.

EXHIBIT 7

741. -- 749. (RESERVED)

750. ORDER NOT DESIGNATED (RULE 750).

If an order does not designate itself as recommended, preliminary or final at its release, but is designated as recommended, preliminary or final after its release, its effective date for purposes of reconsideration or appeal is the date of the order of designation. If a party believes that an order not designated as a recommended order, preliminary order or final order according to the terms of these rules should be designated as a recommended order, preliminary order or final order, the party may move to designate the order as recommended, preliminary or final, as appropriate. (7-1-93)

751. -- 759. (RESERVED)

760. MODIFICATION OF ORDER ON PRESIDING OFFICER'S OWN MOTION (RULE 760).

A hearing officer issuing a recommended or preliminary order may modify the recommended or preliminary order on the hearing officer's own motion within fourteen (14) days after issuance of the recommended or preliminary order by withdrawing the recommended or preliminary order and issuing a substitute recommended or preliminary order. The agency head may modify or amend a final order of the agency (be it a preliminary order that became final because no party challenged it or a final order issued by the agency head itself) at any time before notice of appeal to District Court has been filed or the expiration of the time for appeal to District Court, whichever is earlier, by withdrawing the earlier final order and substituting a new final order for it. (7-1-93)

761. -- 769. (RESERVED)

770. CLARIFICATION OF ORDERS (RULE 770).

Any party or person affected by an order may petition to clarify any order, whether interlocutory, recommended, preliminary or final. Petitions for clarification from final orders do not suspend or toll the time to petition for reconsideration or appeal the order. A petition for clarification may be combined with a petition for reconsideration or stated in the alternative as a petition for clarification and/or reconsideration. (7-1-93)

771. -- 779. (RESERVED)

780. STAY OF ORDERS (RULE 780).

Any party or person affected by an order may petition the agency to stay any order, whether interlocutory or final. Interlocutory or final orders may be stayed by the judiciary according to statute. The agency may stay any interlocutory or final order on its own motion. (7-1-93)

781. -- 789. (RESERVED)

790. PERSONS WHO MAY APPEAL (RULE 790).

Pursuant to Section 67-5270, Idaho Code, any party aggrieved by a final order of an agency in a contested case may appeal to district court. Pursuant to Section 67-5271, Idaho Code, a person is not entitled to judicial review of an agency action in district court until that person has exhausted all administrative remedies available with the agency, but a preliminary, procedural, or intermediate agency action or ruling is immediately reviewable in district court if review of the final agency action would not provide an adequate remedy. (7-1-93)

791. NOTICE OF APPEAL (RULE 791).

The notice of appeal must be filed with the district court and served on the agency and all parties. (4-5-00)

01. Filing Appeal. Pursuant to Section 67-5272, Idaho Code, appeals may be filed in the district court of the county in which: (4-5-00)

- a. The hearing was held; (7-1-93)
- b. The final agency action was taken; (7-1-93)
- c. The party seeking review of the agency action resides; or (7-1-93)