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DEPARTMENT OF
WATER RESOURCES

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Attorneys for Idaho Dairymen's Association

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF DISTRIBUTION OF WATER TO WATER RIGHTS NOS. 36-04013A, 36-04013B, AND 36-07148 (SNAKE RIVER FARM) (Clear Springs, Snake River Farm Delivery Call)	**STIPULATION AND AGREEMENT REGARDING CERTAIN DAIRY GROUND WATER USE**
IN THE MATTER OF DISTRIBUTION OF WATER TO WATER RIGHTS NOS. 36-02356A, 36-07210, AND 36-07427 (Blue Lakes Delivery Call)	

The undersigned parties, through their respective counsel, hereby stipulate and agree as follows:

Recitals

A. In 2005, Clear Springs Foods ("Clear Springs") and Blue Lakes Trout Company ("Blue Lakes") initiated this matter by filing water delivery calls, pursuant to the Conjunctive Management Rules ("CM Rules"), seeking administration of junior ground water rights in the Eastern Snake Plain Aquifer ("ESPA"), including ground water rights held by members of the Idaho Dairymen's Association, Inc. ("IDA") and others.

B. In response, the Idaho Department of Water Resources ("Department") issued emergency orders requiring certain ground water users to provide replacement water or be subject to curtailment. These orders resulted in the instant contested case proceedings.

C. In April 2007, Clear Springs, the Thousand Springs Water Users Association ("TSWUA") and the Surface Water Coalition ("SWC")[1] entered an agreement with IDA (the "Mitigation Agreement") pursuant to which IDA committed to provide certain water for replacement and mitigation to or for the benefit of Clear Springs, TSWUA, and SWC in return for excluding from any curtailment order those IDA members who participate in the Mitigation Agreement (the "Mitigating Dairymen"). The Mitigation Agreement was filed with the Department on April 13, 2007. A copy of the Mitigation Agreement is attached hereto as Exhibit A.

D. The Mitigation Agreement is premised on the Mitigating Dairymen, through IDA, providing mitigation and/or replacement water through the North Side Canal in the amount of 29.1 gallons per day for each lactating cow owned or managed by the Mitigating Dairymen. The Mitigation Agreement was not approved by the Department for use in 2007. Using the 29.1 gallons per day number, the Mitigating Dairymen's 2007 obligation for replacement water under the Mitigation Agreement would have been calculated at 5,682 acre-feet. Due to certain orders of the Department, in 2007 IDA provided approximately 9,500 acre-feet of mitigation and/or replacement water.

E. IDA became a party to this contested case to ensure that the Mitigation Agreement is implemented and that the Mitigating Dairymen are protected from curtailments of certain of their ground water wells. The other parties signatory to this Stipulation, likewise wish to secure the agreements and commitments set forth in the Mitigation Agreement.

F. The Department and the other parties signatory to this Stipulation also wish to secure such commitments on an interim basis as well as the additional agreements and covenants set forth in this Stipulation and Agreement ("Stipulation"), to avoid risks and uncertainties with regard to proof as to the Mitigating Dairymen's water use, and to expedite the contested case hearing.

Therefore, in consideration of the covenants and agreements contained herein, the undersigned parties hereby stipulate and agree as follows:

Agreement Terms

1. Implementing the Mitigation Agreement for the years 2007, 2008, 2009, and 2010 will, for these years:

[1] The Surface Water Coalition consists of Twin Falls Canal Co., North Side Canal Co., American Falls Reservoir District No. 2, Milner Irrigation District, Minidoka Irrigation District, A&B Irrigation District, and Burley Irrigation District.

a. offset the impacts of ground water depletions, including any material injury, associated with the diversion and use of ground water from the ESPA for commercial and livestock uses by the Mitigating Dairymen ("Dairy Diversions"); and

b. mitigate any material injury caused by Dairy Diversions to the water rights of senior surface and/or spring water users diverting from hydraulically-connected sources, including all water rights of the parties signatory hereto.

2. IDA, on behalf of its members, including the Mitigating Dairymen, shall:

a. conduct a competent scientific study, to be complete and filed with the Department and provided to the parties before January 1, 2011, to further investigate and determine the average amount of diversions and consumptive use of ground water, on a per cow basis, of the IDA members' commercial and stock water operations (the "Dairy Water Use Study"); and

b. continue to implement the Mitigation Agreement in the years 2008, 2009, and 2010.

3. The Department shall:

a. by appropriate order, and subject to procedural rights of any parties deeming themselves aggrieved thereby, approve the Mitigation Agreement, and IDA's implementation of it as sufficient replacement water and/or mitigation for the effects of Dairy Diversions during the interim period of the years 2007, 2008, 2009, and 2010;

b. provide the Mitigating Dairymen credit, as carryover mitigation applicable to future years or otherwise, for that amount of replacement water in excess of 5,682 acre-feet of water that IDA provided as mitigation or replacement in 2007;

c. cooperate with IDA in conducting the Dairy Water Use Study, which cooperation is to include, without limitation, providing a critique of the study design at the outset and suggesting any needed changes before data gathering begins; and

d. process the Mitigation Agreement as a mitigation plan submitted by the Mitigating Dairymen, through IDA, under Rule 43 of the CM Rules, but schedule any necessary hearing on such mitigation plan to begin no earlier than sixty days after the completion and submission of the Dairy Water Use Study.

4. Any final order in the above-captioned contested matters shall not impair IDA's ability to advance and offer proof and legal argument in support of the Mitigation Agreement or any mitigation or replacement water plan it may propose in other proceedings.

5. The signatory parties consent to issuance of an order in this matter substantially in conformance with the above terms.

Dated this 11th day of January, 2008.

IDAHO DEPARTMENT OF WATER RESOURCES

By: David R. Tuthill, Jr., Director

IDAHO DAIRYMEN'S ASSOCIATION, INC.

By: Michael C. Creamer
Givens Pursley LLP, attorneys for
Idaho Dairymen's Association, Inc.

CLEAR SPRINGS FOODS, INC.

By: Attorney for Clear Springs Foods

COMBINED CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of January 2008, I served a true and correct copy of the foregoing by delivering it to the following individuals by the method indicated below, addressed as stated.

Mr. David R. Tuthill, Director Idaho Department of Water Resources 322 East Front Street P.O. Box 83720 Boise, ID 83720-0098	_____ U.S. Mail _____ Facsimile _____ Overnight Mail __X__ Hand Delivery _____ E-mail
Randall C. Budge, Esq. Candice M. McHugh, Esq. Racine, Olson, Nye, Budge & Bailey 201 East Center, Suite A2 P.O. Box 1391 Pocatello, ID 83204-1391 rcb@racinelaw.net cmm@racinelaw.net	__X__ U.S. Mail _____ Facsimile _____ Overnight Mail _____ Hand Delivery _____ E-mail
John K. Simpson, Esq. Barker, Rosholt & Simpson, LLP 1010 W. Jefferson, Suite 102 P.O. Box 2139 Boise, ID 83701-2139 jks@idahowaters.com	__X__ U.S. Mail _____ Facsimile _____ Overnight Mail _____ Hand Delivery _____ E-mail
Larry W. Cope President and CEO Clear Springs Foods, Inc. General Office 1500 East 4424 North P.O. Box 712 Buhl, ID 83316	__X__ U.S. Mail _____ Facsimile _____ Overnight Mail _____ Hand Delivery _____ E-mail
North Snake Ground Water District 152 E. Main Street Jerome, ID 83338	__X__ U.S. Mail _____ Facsimile _____ Overnight Mail _____ Hand Delivery _____ E-mail

Magic Valley Ground Water District 809 East 1000 North Rupert, ID 83350	X U.S. Mail ___ Facsimile ___ Overnight Mail ___ Hand Delivery ___ E-mail
Frank C. Erwin Watermaster Water District 36 2628 South 975 East Hagerman, ID 83332	X U.S. Mail ___ Facsimile ___ Overnight Mail ___ Hand Delivery ___ E-mail
Allen D. Merritt Cindy Yenter Watermaster – WD 130 Southern Regional Office Idaho Department of Water Resources 1341 Fillmore St., Ste. 200 Twin Falls, ID 83301-3033 allen.merritt@idwr.idaho.gov cindy.yenter@idwr.idaho.gov	X U.S. Mail ___ Facsimile ___ Overnight Mail ___ Hand Delivery ___ E-mail
Daniel V. Steenson Charles L. Honsinger Ringert Clark, Chartered P.O. Box 2773 Boise, ID 83701-2773 dvs@ringertclark.com clh@ringertclark.com	X U.S. Mail ___ Facsimile ___ Overnight Mail ___ Hand Delivery ___ E-mail
Gregory Kaslo Blue Lakes Trout Farm P.O. Box 72 Buhl, ID 83316-0072 gkaslo@rmci.net	X U.S. Mail ___ Facsimile ___ Overnight Mail ___ Hand Delivery ___ E-mail
Michael S. Gilmore Office of the Attorney General P.O. Box 83720 Boise, ID 83720-0010 Mike.gilmore@ag.idaho.gov	X U.S. Mail ___ Facsimile ___ Overnight Mail ___ Hand Delivery ___ E-mail

John A. Rosholt Travis L. Thompson Barker, Rosholt & Simpson 113 Main Avenue West, Ste. 303 Twin Falls, ID 83301-6167 jar@idahowaters.com tlt@idahowaters.com	__X__ U.S. Mail _____ Facsimile _____ Overnight Mail _____ Hand Delivery _____ E-mail
Bob Shaffer Watermaster Water District 34 P.O. Box 53 Mackay, ID 83251	__X__ U.S. Mail _____ Facsimile _____ Overnight Mail _____ Hand Delivery _____ E-mail
J. Justin May May Sudweeks & Browning 1419 W. Washington Boise, ID 83702 jmay@may-law.com	__X__ U.S. Mail _____ Facsimile _____ Overnight Mail _____ Hand Delivery _____ E-mail
Gerald F. Schroeder Hearing Officer Idaho Department of Water Resources 3216 N. Mountain View Drive Boise, ID 83704 fcjschroeder@gmail.com	__X__ U.S. Mail _____ Facsimile _____ Overnight Mail _____ Hand Delivery _____ E-mail

Michael C. Creamer
Jeffrey C. Fereday

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF DISTRIBUTION OF WATER TO VARIOUS WATER RIGHTS HELD BY OR FOR THE BENEFIT OF A&B IRRIGATION DISTRICT, AMERICAN FALLS RESERVOIR DISTRICT #2, BURLEY IRRIGATION DISTRICT, MILNER IRRIGATION DISTRICT, MINIDOKA IRRIGATION DISTRICT, NORTH SIDE CANAL COMPANY, AND TWIN FALLS CANAL COMPANY	**MITIGATION AGREEMENT**

The Idaho Dairymen's Association (the "Association"), the Thousand Springs Water Users Association ("TSWUA"), Clear Springs Foods, Inc. ("Clear Springs"), and the Surface Water Coalition, by and through their undersigned counsel, hereby stipulate and agree as follows:

I.
RECITALS

1. The Association is an Idaho non-profit cooperative association, duly organized and existing under the provisions of Chapter 3, Title 30, Idaho Code. In addition to other purposes which are not relevant to this action, the Association was formed to promote the dairy interests of and in the state of Idaho, and to take such action as the Association deems necessary or advisable to stabilize and protect the dairy industry of Idaho. The regular membership of the

EXHIBIT A 5049

Association consists of every person, firm, corporation, or association current in their payment of the Idaho State Tax on the production of milk. This group includes virtually all dairy owners/operators in Idaho, who sell milk to dairy processors for ultimate human consumption.

2. The parties acknowledge that the Association does not have the authority to legally bind or require any of its members to participate in this mitigation plan. By executing this Agreement, the Board of Directors of the Association commits that it will convene meetings of its members within thirty (30) days after the date of the last signature of this Agreement to explain the negotiations that led to this Agreement, the terms of the Agreement, and the opportunity for the Association members, who divert water from the Eastern Snake Plain Aquifer ("ESPA"), to execute this Agreement and fully participate as "Mitigating Dairymen," as described herein.

3. The TSWUA is an Idaho nonprofit corporation, duly organized under Idaho law. The purposes of the TSWUA are to promote the common interests of its members in restoring their water supplies in the Thousand Springs and the hydraulically connected ESPA, and to obtain mitigation and other forms of relief for their losses resulting from their declining spring water supplies. Exhibit A hereto is a list of the members of the TSWUA, who agree to be bound by this Agreement by ratifying and executing it.

4. The parties acknowledge that the TSWUA does not own water rights, and has not been granted authority by any of its members to subordinate their water rights, or to accept the mitigation plan offered by the Association. By executing this Agreement, the Board of Directors of the TSWUA commits that it will convene a meeting of its members within thirty (30) days after the date of the last signature of this Agreement to explain the negotiations that have led to this Agreement and the terms of this Agreement , and to provide its members the opportunity to

individually ratify this Agreement, and thereby to individually accept this Agreement in lieu of priority curtailment of the Mitigating Dairymen's ground water rights.

5. The Surface Water Coalition is comprised of A&B Irrigation District, American Falls Reservoir District #2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company (the "Surface Water Coalition") with surface water rights relying upon spring discharge in the proximity of the American Falls reach of the Snake River. Said surface water rights being the beneficiaries of this Mitigation Agreement.

6. Clear Springs is an aquaculture facility with water rights located within Water District No. 130. Said water rights rely upon spring discharges from an area commonly known as the Thousand Springs reach.

7. The Association members who operate dairy facilities located within the ESPA ("Dairymen") are authorized to divert ground water, under valid existing water rights, for operation of their milk production facilities and sustenance of their dairy cows. The source of water for those ground water rights is the ESPA. The ESPA and these ground water rights are hydraulically connected to the spring and spring fed surface water sources which are used to fulfill water rights of the TSWUA's members, Clear Springs, and the Surface Water Coalition's members.

8. For purposes of this Agreement, the ratifying members of the TSWUA, Clear Springs, and the Surface Water Coalition accept the representation of the Association that:

a. based on the analysis attached hereto as **Exhibit B**, the depletion of the ESPA for each cow is 29.1 gallons of water per day.

II.
MITIGATION

9. Exhibit C is a complete list of all Association members who have chosen to execute this Agreement and who divert ground water from the ESPA . Exhibit C includes the estimated total number of mature dairy cows owned by each Mitigating Dairyman. The Mitigating Dairymen shall provide mitigation for their aggregate annual depletion of the spring and spring fed surface water supplies which are hydraulically connected to the ESPA. The aggregate annual depletion shall be calculated by multiplying the 29.1 gallons per cow, per day figure in Article 8 herein, times 365 days, times the number of mature dairy cows owned by the Mitigating Dairymen (29.1 gpd x 365 days x number of cows = Aggregate Annual Depletion).

10. If any of the conditions identified below in this paragraph occur following approval by the Idaho Department of Water Resources, there will be a corresponding, proportional change to the mitigation provided under this Agreement:

a. the number of dairy cows owned by the Mitigating Dairymen changes; or

b. the number of Mitigating Dairymen changes; or

c. if further analysis shows that the depletion to the ESPA per cow changes;.

The Mitigating Dairymen shall provide all other parties to this Agreement, biennial reports of the number of cows owned by the Mitigating Dairymen, which use water from the ESPA, and the parties agree that Exhibit B and Exhibit C shall be revised, as necessary to show all Mitigating Dairymen that divert water from the ESPA and all dairy cows owned by such members. Such biennial reports shall include verification data from the Dairy Division of the Idaho Department of Agriculture.

11. The Mitigating Dairymen stipulate and agree to acquire sufficient lands ("Mitigation Acres") with appurtenant ESPA ground water rights ("Mitigation Water Rights") to

mitigate for their Aggregate Annual Depletions. Such lands shall be purchased by the Mitigating Dairymen, through the Idaho Dairy Land Trust, and irrigation water use from appurtenant ground water rights shall thereafter cease, as provided herein.

If for whatever reason mitigating acres are not purchased in accordance with paragraph 12 below, the Mitigating Dairymen shall seek to lease storage water from the Water District 1 rental pool for the purposes of delivery in the North Side Canal Company system for mitigation. If rental water is not available from the rental pool, North Side Canal Company agrees to lease and convey in the North Side system rental water in the amount identified as the depletions associated with the Association's members operations, and the Association hereby agrees to lease and pay conveyance charges as agreed to by the Association and North Side. The Association and North Side Canal Company shall make every reasonable effort to deliver the mitigation water to locations which simulate mitigation as identified in paragraph 12.f, recognizing that North Side's primary obligation is to deliver water to North Side shareholders.

12. Mitigation Acres and Mitigation Water Rights shall be subject to the following conditions:

a. Each Mitigation Acre must have been irrigated with the appurtenant Mitigation Water Right(s) during the irrigation season prior to the date of acquisition;

b. The portion of mitigation to be provided under this Mitigation Agreement which will be attributed to a Mitigation Acre shall be the maximum annual volume of consumptive use of the water right prior to the date of this Mitigation Agreement, as established through records of crop production on the Mitigation Acre or ground water pumping records;

c. No Mitigation Water Right may be used upon any Mitigation Acre, or transferred or used on any other land;

d. No water shall be pumped from the ESPA and applied to a Mitigation Acre;

e. The distribution of Mitigation Acres and Mitigation Water Rights between Water District 130, to increase spring flows below Milner Dam and Water District 120, to increase the ESPA, and spring and spring fed surface flows shall be proportional to the distribution of the depletions by the Mitigating Dairymen. The Mitigating Dairymen, through the Idaho Dairy Land and Water Trust, will make every reasonable effort to acquire Mitigation Acres and Mitigation Water Rights within Water District 130 located south of Highway 26, from Bliss to Shoshone, and south of Highway 24, from Shoshone to Minidoka.

f. The Mitigating Dairymen, through the Idaho Dairy Land Water Trust, will make every reasonable effort to acquire Mitigation Acres and Mitigation Water Rights which will actually mitigate for their annual depletions in the ESPA and Snake River reaches identified and which are in the closest proximity to water supplies below Milner Dam or reaches above Milner Dam that are inadequate to fulfill senior water rights.

g. No supplemental ground water rights, appurtenant to lands primarily irrigated with surface water, shall be eligible for purchase under the terms of this Agreement.

13. In accordance with the provisions of Paragraph 9 to fully mitigate for the Aggregate Annual Depletions, Mitigating Dairymen agree to acquire real property with appurtenant ground water rights to fulfill their obligations under this Stipulation in the following amounts in the time frames specified below:

a. Mitigation Acres generating 25 percent of the AFA in mitigation for those Mitigating Dairymen shall be acquired within twelve (12) months of the effective date of this Mitigation Agreement;

b. Mitigation Acres generating 60 percent of the AFA in mitigation for those Mitigating Dairymen shall be acquired within eighteen (18) months of the effective date of this Mitigation Agreement;

Mitigation Acres generating 100 percent of the AFA in mitigation for those Mitigating Dairymen shall be acquired within twenty-four (24) months of the effective date of this Mitigation Agreement.

14. Within 12 months of the effective date of this Agreement, the Mitigating Dairymen shall provide a report to the parties hereto and to the Director setting forth (1) the number of acres purchased, (2) the location thereof, and (3) the quantity of appurtenant water rights; or the amount of water leased.

Within 18 months of the effective date of this Agreement, the Mitigating Dairymen shall provide a second report to the parties hereto and to the Director setting forth (1) the number of acres purchased, (2) the location thereof, and (3) the quantity of appurtenant water rights; or the amount of water leased.

Within 24 months of the effective date of this Agreement, the Mitigating Dairymen shall provide a third report to the parties hereto and to the Director setting forth (1) the number of acres purchased, (2) the location thereof, and (3) the quantity of appurtenant water rights; or the amount of water leased.

15. The parties agree that the mitigation provided for in this Agreement will be discontinued when the spring and spring fed surface sources used by the ratifying TSWUA

members, Clear Springs, and the members of the Surface Water Coalition generate sufficient flows to fully satisfy their existing water rights of those parties for five consecutive calendar years, without the mitigation provided for herein.

16. If the conditions of paragraph 15 occur, the parties agree they shall jointly request the Director of IDWR ("Director") to stay the mitigation provided for in this Agreement for as long as the conditions of paragraph 15 exist. If those conditions cease to exist, the parties agree they shall jointly request the Director to reimpose the mitigation provided for in this Agreement.

III.
ADDITIONAL PROVISIONS

17. The parties further agree they will not object to any provisions set forth herein, unless the Agreement is amended by the Director without prior previous agreement of all parties to this Agreement.

18. The parties agree that this Agreement does not apply to water rights of the Mitigating Dairymen which are used solely for irrigation purposes.

19. The parties agree that the Association shall be free to join other mitigation plans approved by the Director and upon written notice by the Director of such joinder, the Parties may terminate this Agreement.

20. If a dairy owner/operator chooses to execute this Agreement after filing this Agreement with IDWR or after the effective date of this Agreement, that dairy owner/operator shall be entitled to participate in the Agreement and become a Mitigating Dairyman by executing a copy of the effective Agreement and submitting that executed Agreement to the Director with copies to all other parties to the Agreement.

21. This Agreement shall be effective upon final approval without appeal of this Agreement by the Director.

22. The parties to this Agreement understand and hereby acknowledge that any Association member not choosing to execute this Agreement shall be subject to administration of their water rights pursuant to administrative or court order.

IV.
MOTION

Therefore, the parties to this Agreement move the Director for Orders accomplishing the following:

1. Approving this Agreement and retaining jurisdiction over the implementation of this Agreement to ensure that a groundwater right purchased and retired pursuant to this Agreement is not subject to any curtailment order based upon the priority date of the right.

2. Excluding the Mitigating Dairymen from any curtailment order or other water use restriction regarding their water usage under existing water rights solely for use of their dairy cows and milk production facility which may occur as a result of the delivery calls in the ESPA currently pending before the Director or any subsequent delivery call involving springs tributary to the ESPA which could result in curtailment of those Mitigating Dairymen water rights, so long as the requirements set forth in this Agreement are met.

DATED this 13th day of April, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year indicated immediately below.

DATED as of the _____ day of _____, 2006.

IDAHO DAIRYMEN'S ASSOCIATION

By: _____ By: _____
Its: _____ Its: _____

THOUSAND SPRINGS WATER USERS ASSOCIATION

By: John W Jones Jr. By: _____
Its: PRESIDENT Its: _____

SENIOR WATER USERS COALITION

A&B Irrigation District

By: _____
Its: _____

American Falls Reservoir District #2

By: _____
Its: _____

Burley Irrigation District

By: _____
Its: _____

Milner Irrigation District

By: Scott B Buckley
Its: CHAIRMAN

Minidoka Irrigation District

By: _____
Its: _____

North Side Canal Company

By: John A Marshall
Its: Chairman

Twin Falls Canal Company

By: Dan V. Stewmaker
Its: Pres.

Clear Springs Foods, Inc.

By: John R. MacMillan
Its: VICE PRESIDENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year indicated immediately below.

DATED as of the _____ day of _____, 2006.

IDAHO DAIRYMEN'S ASSOCIATION

By: _____ By: _____
Its: _____ Its: _____

THOUSAND SPRINGS WATER USERS ASSOCIATION

By: _____ By: _____
Its: _____ Its: _____

SENIOR WATER USERS COALITION

A&B Irrigation District

By: _____
Its: _____

American Falls Reservoir District #2

By: _____
Its: _____

Burley Irrigation District

By: _____
Its: _____

Milner Irrigation District

By: Scott Breeding
Its: CHAIRMAN

Minidoka Irrigation District

By: _____
Its: _____

North Side Canal Company

By: John H. Marshall
Its: Chairman

Twin Falls Canal Company

By: Dan H. Shumaker
Its: Pres.

Clear Springs Foods, Inc.

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year indicated immediately below.

DATED as of the _____ day of _____, 2006.

IDAHO DAIRYMEN'S ASSOCIATION

By: _____ By: _____
Its: _____ Its: _____

THOUSAND SPRINGS WATER USERS ASSOCIATION

By: _____ By: _____
Its: _____ Its: _____

SENIOR WATER USERS COALITION

A&B Irrigation District

By: _____
Its: Vice Pres.

American Falls Reservoir District #2

By: _____
Its: _____

Burley Irrigation District

By: Dean Edgar
Its: President

Milner Irrigation District

By: _____
Its: _____

Minidoka Irrigation District

By: _____

North Side Canal Company

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year indicated immediately below.

DATED as of the _____ day of _____, 2006.

IDAHO DAIRYMEN'S ASSOCIATION

By: _____ By: _____
Its: _____ Its: _____

THOUSAND SPRINGS WATER USERS ASSOCIATION

By: John W. Jones Jr. By: _____
Its: PRESIDENT Its: _____

SENIOR WATER USERS COALITION

A&B Irrigation District

By: _____
Its: _____

American Falls Reservoir District #2

By: _____
Its: _____

Burley Irrigation District

By: _____
Its: _____

Milner Irrigation District

By: Scott B. Bredeng
Its: CHAIRMAN

Minidoka Irrigation District

By: _____
Its: _____

North Side Canal Company

By: Jack Marshall
Its: Chairman

Twin Falls Canal Company

By: Dan H. Shumaker
Its: Pres.

Clear Springs Foods, Inc.

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year indicated immediately below.

DATED as of the _____ day of _____, 2006.

IDAHO DAIRYMEN'S ASSOCIATION

By: _____ By: _____
Its: _____ Its: _____

THOUSAND SPRINGS WATER USERS ASSOCIATION

By: _____ By: _____
Its: _____ Its: _____

SENIOR WATER USERS COALITION

A&B Irrigation District

By: _____
Its: _____

American Falls Reservoir District #2

By: _____
Its: _____

Burley Irrigation District

By: _____
Its: _____

Milner Irrigation District

By: _____
Its: _____

Minidoka Irrigation District

By: Mike Wilkins

North Side Canal Company

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year indicated immediately below.

DATED as of the _____ day of _____, 2007.

IDAHO DAIRYMEN'S ASSOCIATION

By: Jack Davis

Its: President

By: Bob Maynard

Its: Executive Director

THOUSAND SPRINGS WATER USERS ASSOCIATION

By: _____

Its: _____

By: _____

Its: _____

SENIOR WATER USERS COALITION

A&B Irrigation District

By: _____

Its: _____

American Falls Reservoir District #2

By: _____

Its: _____

Burley Irrigation District

By: _____

Its: _____

Milner Irrigation District

By: _____

Its: _____

Minidoka Irrigation District

North Side Canal Company

EXHIBIT A

[List of TSWUA Members Participating and Their Water Rights]

EXHIBIT B

[Depletion Calculation]

Exhibit B – Depletion Calculation

This exhibit will summarize the information utilized within the depletion calculations for the mitigation agreement.

Brockway Engineering, Inc. executed the ESPA Model run for the depletion calculation. Matthew Thompson P.E. and Brockway Engineering determined the adequacy of the 29.1 gallons per mature cow per day utilized within the Model run.

The Model run utilized Geo Spatial data for dairy facilities within the State. This data was obtained from the Idaho State Department of Agriculture Dairy Bureau (ISDA). The ISDA data was recorded by the dairy inspection staff and is referred to as the "2007 Study Animal Number". The staff logged GPS coordinates of facility wells along with mature cow estimates for each farm within the data base. This data was then utilized within the ESPA Model run to determine the potential impacts to the individual reaches.

The 29.1 gallons per mature head per day was determined by the following procedure. The Idaho Department of Water Resources (IDWR) FRESHWTR.XLS spreadsheet was utilized to determine the amount of drinking water for milking and dry cows. This table has one axis with pounds of milk production as the variable. We utilized the 2005 Idaho Agricultural Statistics compiled by the United States Department of Agriculture (USDA) National Agriculture Statistics Service (NASS) to determine average production per cow in Idaho. According to the data provided the average milk production per cow in 2004 was 58.76 pounds per day.

Table B1 - IDWR FRESHWTR.XLS

Fresh Water Considerations for dairy farms

Gallons per day

Drinking water estimates

	Number	Per day @ 40d	Per day @ 60d	Per day @ 80d
Milking Cows	1000	22	26.1	32
Dry Cows	150	9.7	12	16.2
hfr 16-24 mo	0	8.7	10.8	14.5
hfr 13-15 mo	0	8.7	10.8	14.5
hfr 9-12 mo	0	6.3	7.9	10.6
hfr 5-8 mo	0	6.3	7.9	10.6
hfr 3-4 mo	0	3.7	4.6	6.1
hfr 0-2 mo	0	2	2.5	3.3

Utilizing 60 pounds of milk production per day as a herd average for the model yields estimated drinking needs of 26.1 gallons and 12 gallons per mature milking and dry cow respectively per day.

In addition to the drinking needs of the mature cattle there is additional water use on dairy farms in the commercial milking parlor facilities. The information for this estimate is limited in nature and very little data is available nationally and virtually none in Southern Idaho. Matthew Thompson P.E. performed three water use estimates for different sizes of facilities. These water use estimates include estimates for equipment cleanup, cow washing, manual and automatic parlor cleaning cycles. Table B2 shows the results of these estimates for the different sizes of facilities.

Table B2 - Wash Water Sizing

	Barn 1	Barn 2	Barn 3	
# Cows milked	300	2,000	5,000	
Stanchions/side	5	15	50	
Strings/milking	60	133	100	
Milkings per Day	2	2	2	Milkings/day
Cow Prep.	120	2,000	5,000	Gal/day
Bulk Tank (Daily)	40	300	1,100	Gal/day
Pipelines	80	200	1,200	Gal/day
Claw Back flush	0	4,000	10,000	Gal/day
Parlor Hand Wash down	240	750	900	Gal/day
Deck Sprays	0	2,667	13,333	Gal/day
Deck Flush	0	0	10,000	Gal/day
Holding Pen Flush	0	0	18,000	Gal/day
Holding Pen Hand Wash down	450	750	900	Gal/day
	3.1	**5.3**	**12.1**	**Gal/head/day**

As shown in the table, the water use on a per cow per day basis can vary between facilities. It was assumed for this estimate that the newer larger facilities would be equipped with more automated cleaning methods and would therefore have higher water use. Table B3 below takes the parlor water use estimates from Table B2 for the different size facilities and uses the model database to determine a weighted average between facility size classes based on the number of cows within each size class.

Table B3 - Weighted Average Parlor Water Usage

Facility # of Milking Cows	Total # of Cows in 2004 Count	Parlor Water Use gal/head/day	Total Gallons/day	# of Dairies	% of Dairies	% of Cows
<=300 cows	22843	3.1	70813	192	54%	11%
300-1000 cows	62663	3.1	194255	102	28%	29%
1001-2000	60990	5.3	323247	43	12%	28%
2001-3000	31800	5.3	168540	13	4%	15%
3000+	39145	12.1	473655	8	2%	18%
Totals	217441		1230510	358		
		5.7	Weighted Average Parlor Water Usage			

As shown in Table B3 the weighted average calculated from the database was 5.7 gallons/milking

cow/day for parlor wash water needs. This water is what is used within the parlor and is then stored within the facility lagoons. It is treated as 100% consumptive by IDWR policy. The majority will however be available for land application for crop growth and the displacement of crop irrigation water. To be conservative in the model, 6 gallons/day/milking cow was assumed for parlor needs.

Combining the milking cow needs of 26.1 gallons per day for drinking and 6 gallons per day for parlor needs results in 32.1 gallons/day/milking cow. Dry cow water use is limited to the drinking use of 12 gallons/head/day. Table B4 determines the weighted average consumptive use of milking and dry cows.

Table B4 - Weighted Average Water Use of Milking and Dry Cows

	gal/head/day	% of herd	% daily consumptive Use		Total Average Daily Consumptive Use
Lactating Cows	32.1	85%	27.3		**29.1**
Dry Cows	12	15%	1.8		

The total average daily consumptive water use of 29.1 gallons/mature head/day was used within the model to determine the ESPA reach effects.

The remainder of this exhibit is the ESPA Model Run performed by Brockway Engineering revised on April 16, 2007. Also included is a summary sheet of the reach effects for this model run.

IDAHO DAIRYMEN'S ASSOCIATION
ESPA GROUND WATER MODEL IMPACTS
(Revised April 16, 2007)

Calculated Steady State Impacts		
Snake River Model Reach	**Average cfs**	**Annual Acre-ft**
Ashton - Rexburg	0.20	142
Heise - Shelley	0.19	137
Shelley - Near Blackfoot	0.71	512
Blackfoot - Neeley	1.82	1,318
Neeley - Minidoka	0.55	401
Devil's Washbowl - Buhl	3.67	2,655
Buhl - Thousand Springs	2.57	1,864
Thousand Springs	1.66	1,199
Thousand Springs - Malad	0.18	134
Malad Complex	1.00	723
Malad - Bancroft Spring	0.08	61
SUM:	**12.63**	**9,144**
		100.00%

Calculated Steady State Impacts		
Spring Reaches	**Average cfs**	**Annual Acre-ft**
Devil's Washbowl - Buhl	3.67	2,655
Buhl - Thousand Springs	2.57	1,864
Thousand Springs	1.66	1,199
Thousand Springs - Malad	0.18	134
Malad Complex	1.00	723
Malad - Bancroft Spring	0.08	61
SUM:	**9.17**	**6,635**
		72.56%

Based on Total Estimated Dairy Consumption = 9144 AFA

(Determined using 2004 ESPA Enhanced Ground Water Model Steady State Response Shapefile: ssrf123_bal.shp prepared by Alan Wylie - June, 2005)

SP090051 Yellow (ESPAM Node) = Revised from previous study based on IDWR/WMIS record of well location, aerials, etc.
DY16[illegible] Bold (Dairy ID) = Did not exist in previous study

					Enhanced ESPAM Version 1.1 Steady State Impact Fraction by Reach											
Dairy ID	2007 Study Animal #	2005 Study Animal #	ESPAM Active Node Identifier	*Consumptive Volume (29.1gpd/animal)*	Model Cell	Ashton - Rexburg	Heise - Shelley	Shelley - Blackfoot	Blackfoot - Neeley	Neeley - Minidoka	Devil's Washbowl - Buhl	Buhl - Thousand Springs	Thousand Springs	Thousand Springs - Malad	Malad	Malad - Bancroft
DY16110144	100	100	SP086104	**3.3 AFA**	86,104	0.1	0.1	0.5	2.5	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110159	45	43	SP082109	**1.5 AFA**	82,109	0.0	0.0	0.3	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110166	220	220	SP081125	**7.2 AFA**	81,125	0.2	0.2	1.8	4.7	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110167	300	300	SP080126	**9.8 AFA**	80,126	0.2	0.3	2.6	6.3	0.1	0.1	0.1	0.0	0.0	0.0	0.0
DY16110168	560	600	SP078125	**18.3 AFA**	78,125	0.5	0.5	4.7	11.8	0.3	0.3	0.1	0.1	0.0	0.1	0.0
DY16110171	350	325	SP082130	**11.4 AFA**	82,130	0.3	0.3	4.0	6.4	0.1	0.1	0.1	0.0	0.0	0.0	0.0
DY16110172	180	190	SP069126	**5.9 AFA**	69,126	0.2	0.2	1.6	3.7	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110173	550	650	SP073126	**17.9 AFA**	73,126	0.5	0.6	4.7	11.4	0.3	0.3	0.1	0.1	0.0	0.1	0.0
DY16110174	100	100	SP073127	**3.3 AFA**	73,127	0.1	0.1	0.9	2.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110175	120	130	SP075128	**3.9 AFA**	75,128	0.1	0.1	1.1	2.5	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110176	30	50	SP074126	**1.0 AFA**	74,126	0.0	0.0	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110177	230	180	SP074126	**7.5 AFA**	74,126	0.2	0.2	2.0	4.8	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110178	200	200	SP073133	**6.5 AFA**	73,133	0.2	0.3	1.9	3.9	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110179	60	70	SP074132	**2.0 AFA**	74,132	0.1	0.1	0.6	1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110180	100	100	SP075131	**3.3 AFA**	75,131	0.1	0.1	0.9	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110181	300	300	SP077129	**9.8 AFA**	77,129	0.3	0.3	2.7	6.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0
DY16110182	40	65	SP078131	**1.3 AFA**	78,131	0.0	0.0	0.4	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110183	80	80	SP080131	**2.6 AFA**	80,131	0.1	0.1	0.9	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110184	95	80	SP084134	**3.1 AFA**	84,134	0.1	0.1	1.4	1.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110185	70	70	SP084139	**2.3 AFA**	84,139	0.0	0.1	1.4	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110186	140	140	SP084139	**4.6 AFA**	84,139	0.1	0.1	2.9	1.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110187	135	140	SP084138	**4.4 AFA**	84,138	0.1	0.1	2.7	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110189	18	20	SP083141	**0.6 AFA**	83,141	0.0	0.0	0.4	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110190		30	SP083142	0.0 AFA	83,142	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110192	40	40	SP084146	**1.3 AFA**	84,146	0.0	0.0	0.9	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110193	500	500	SP081149	**16.3 AFA**	81,149	0.5	0.8	10.9	3.9	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110194	850	900	SP082148	**27.7 AFA**	82,148	0.8	1.1	19.0	6.3	0.1	0.2	0.1	0.0	0.0	0.0	0.0
DY16110195	90	85	SP081152	**2.9 AFA**	81,152	0.1	0.2	1.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110197		90	SP081153	0.0 AFA	81,153	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110199	720	600	SP079150	**23.5 AFA**	79,150	0.9	1.3	14.8	6.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0
DY16110201	2200	2000	SP076153	**71.7 AFA**	76,153	4.2	6.2	32.3	27.2	0.7	0.7	0.3	0.2	0.0	0.2	0.0
DY16110202	500	400	SP075152	**16.3 AFA**	75,152	1.0	1.4	7.0	6.5	0.2	0.2	0.1	0.0	0.0	0.0	0.0
DY16110205	240	280	SP080138	**7.8 AFA**	80,138	0.2	0.2	3.9	3.3	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110207		30	SP080137	0.0 AFA	80,137	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110210	200	300	SP079138	**6.5 AFA**	79,138	0.2	0.2	2.9	3.0	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110211	220	250	SP078138	**7.2 AFA**	78,138	0.2	0.3	2.9	3.6	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16110212	40	40	SP080142	**1.3 AFA**	80,142	0.0	0.0	0.9	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16110966		30	SP081117	0.0 AFA	81,117	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16111057		30	SP078132	0.0 AFA	78,132	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16130954		30	SP035076	0.0 AFA	35,76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16130956		25	SP033072	0.0 AFA	33,72	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16190204	300	300	SP071158	**9.8 AFA**	71,158	0.7	1.1	3.5	4.2	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16190277		25	SP071174	0.0 AFA	71,174	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16190278	30	36	SP070172	**1.0 AFA**	70,172	0.2	0.6	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16190279	60	45	SP071171	**2.0 AFA**	71,171	0.4	1.0	0.3	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16190281	50	50	SP071169	**1.6 AFA**	71,169	0.2	0.6	0.4	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16190282	60	50	SP070167	**2.0 AFA**	70,167	0.2	0.5	0.6	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16190283	220	240	SP071166	**7.2 AFA**	71,166	0.7	1.5	2.2	2.5	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16190335	100	100	SP069162	**3.3 AFA**	69,162	0.3	0.5	1.1	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16190337	90	100	SP067164	**2.9 AFA**	67,164	0.3	0.6	0.9	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16190338	5	6	SP064163	**0.2 AFA**	64,163	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16230332	250	275	SP019112	**8.1 AFA**	19,112	0.3	0.3	1.5	4.0	0.5	0.9	0.3	0.2	0.0	0.2	0.0

Enhanced ESPAM Version 1.1 Steady State Impact Fraction by Reach

SP090051 Yellow (ESPAM Node) = Revised from previous study based on IDWR/WMIS record of well location, aerials, etc.

DY16[illegible] Bold (Dairy ID) = Did not exist in previous study

Dairy ID	2007 Study Animal #	2005 Study Animal #	ESPAM Active Node Identifier	*Consumptive Volume (28.1gpd/animal)*	Model Cell	Ashton - Rexburg	Heise - Shelley	Shelley - Blackfoot	Blackfoot - Neeley	Neeley - Minidoka	Devil's Washbowl - Buhl	Buhl - Thousand Springs	Thousand Springs	Thousand Springs - Malad	Malad	Malad - Bancroft
DY16230339	250	250	SP029131	9.1 AFA	29,131	0.9	0.7	2.1	4.0	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16230340		40	SP029131	0.0 AFA	29,131	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16261059	92		SP041156	3.0 AFA	41,156	1.1	0.5	0.5	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16310387	2800	2000	SP088063	91.3 AFA	88,63	1.0	1.2	8.7	30.7	19.9	15.9	6.0	3.8	0.4	3.5	0.1
DY16310388	1250	110	SP090062	40.7 AFA	90,62	0.5	0.5	3.9	13.7	8.6	7.3	2.7	1.7	0.2	1.6	0.1
DY16310389	280	250	SP089054	9.1 AFA	89,54	0.1	0.1	0.9	3.1	1.5	1.9	0.7	0.4	0.0	0.4	0.0
DY16310390	150	150	SP087050	4.9 AFA	87,50	0.1	0.1	0.5	1.8	0.7	1.0	0.4	0.2	0.0	0.2	0.0
DY16310391	50		SP084048	1.6 AFA	84,48	0.0	0.0	0.1	0.5	0.2	0.4	0.1	0.1	0.0	0.1	0.0
DY16310392	50	70	SP084047	1.6 AFA	84,47	0.0	0.0	0.1	0.5	0.2	0.4	0.1	0.1	0.0	0.1	0.0
DY16310393		25	SP084046	0.0 AFA	84,46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16310443	80	85	SP092057	2.6 AFA	92,57	0.0	0.0	0.3	0.9	0.4	0.5	0.2	0.1	0.0	0.1	0.0
DY16310444	240	100	SP092054	7.8 AFA	92,54	0.1	0.1	0.8	2.6	1.2	1.6	0.6	0.4	0.0	0.3	0.0
DY16310445	83	62	SP093054	2.7 AFA	93,54	0.0	0.0	0.3	0.9	0.4	0.6	0.2	0.1	0.0	0.1	0.0
DY16310446	2850	2300	SP093054	86.4 AFA	93,54	1.0	1.1	8.3	29.1	13.8	18.1	6.5	4.1	0.4	3.8	0.1
DY16310448	200	40	SP091053	6.5 AFA	91,53	0.1	0.1	0.6	2.2	1.0	1.4	0.5	0.3	0.0	0.3	0.0
DY16310449	450	350	SP091052	14.7 AFA	91,52	0.2	0.2	1.4	4.9	2.3	3.1	1.1	0.7	0.1	0.6	0.0
DY16310450	400	315	SP090053	13.0 AFA	90,53	0.1	0.2	1.3	4.4	2.1	2.7	1.0	0.6	0.1	0.6	0.0
DY16310451	118	90	SP089053	3.8 AFA	89,53	0.0	0.0	0.4	1.3	0.6	0.8	0.3	0.2	0.0	0.2	0.0
DY16310452		100	SP092051	0.0 AFA	92,51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16310453	1050	1800	SP093049	34.2 AFA	93,49	0.4	0.4	3.3	11.5	5.4	7.3	2.6	1.6	0.2	1.5	0.1
DY16310454	70	75	SP090051	2.3 AFA	90,51	0.0	0.0	0.2	0.8	0.4	0.5	0.2	0.1	0.0	0.1	0.0
DY16310455	70	60	SP090051	2.3 AFA	90,51	0.0	0.0	0.2	0.8	0.4	0.5	0.2	0.1	0.0	0.1	0.0
DY16310456	190	150	SP091049	6.2 AFA	91,49	0.1	0.1	0.6	2.1	1.0	1.3	0.5	0.3	0.0	0.3	0.0
DY16310457	70	50	SP089050	2.3 AFA	89,50	0.0	0.0	0.2	0.8	0.4	0.5	0.2	0.1	0.0	0.1	0.0
DY16310459	60	50	SP087050	2.0 AFA	87,50	0.0	0.0	0.2	0.7	0.3	0.4	0.2	0.1	0.0	0.1	0.0
DY16310460	70	110	SP088050	2.3 AFA	88,50	0.0	0.0	0.2	0.8	0.4	0.5	0.2	0.1	0.0	0.1	0.0
DY16310462	500	1200	SP088050	16.3 AFA	88,50	0.2	0.2	1.6	5.5	2.6	3.5	1.3	0.8	0.1	0.7	0.0
DY16310463	1560	1000	SP088050	50.9 AFA	88,50	0.6	0.7	4.9	17.1	7.9	10.8	3.9	2.4	0.3	2.2	0.1
DY16310464	180	150	SP088051	5.9 AFA	88,51	0.1	0.1	0.6	2.0	0.9	1.2	0.4	0.3	0.0	0.3	0.0
DY16310465	730	175	SP089051	23.8 AFA	89,51	0.3	0.3	2.3	8.0	3.7	5.0	1.8	1.1	0.1	1.0	0.0
DY16310466	1500	1500	SP089050	48.9 AFA	89,50	0.5	0.6	4.7	16.4	7.6	10.4	3.7	2.3	0.3	2.1	0.1
DY16310467	200	115	SP090049	6.5 AFA	90,49	0.1	0.1	0.6	2.2	1.0	1.4	0.5	0.3	0.0	0.3	0.0
DY16310468		20	SP090048	0.0 AFA	90,48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16310469	600	430	SP090034	19.6 AFA	90,34	0.2	0.2	1.8	6.4	2.9	4.4	1.6	1.0	0.1	0.9	0.0
DY16310988	3000	2450	SP098035	97.8 AFA	98,35	1.1	1.2	9.2	32.2	14.8	21.7	7.7	4.8	0.5	4.4	0.2
DY16311039	1256	1300	SP090050	40.9 AFA	90,50	0.5	0.6	3.9	13.8	6.4	8.7	3.1	2.0	0.2	1.8	0.1
DY16311043	2800	2400	SP093054	91.3 AFA	93,54	1.0	1.2	8.8	30.8	14.5	19.2	6.9	4.3	0.5	4.0	0.2
DY16311047	4800	1500	SP091035	156.5 AFA	91,35	1.7	2.0	14.6	51.3	23.5	35.1	12.4	7.8	0.8	7.0	0.3
DY16311062	8000		SP087033	260.8 AFA	87,33	2.8	3.2	24.0	84.1	38.0	60.6	21.1	13.2	1.4	11.9	0.5
DY16311083	3600		SP083031	117.4 AFA	83,31	1.1	1.3	9.8	34.4	14.2	32.5	10.7	6.6	0.7	5.7	0.2
DY16391076	1400		SP055021	45.6 AFA	55,21	0.1	0.1	0.8	2.8	0.8	23.0	9.6	5.3	0.5	2.6	0.1
DY16430234	60	55	SP055198	1.8 AFA	55,198	1.5	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16430235	90	70	SP054197	2.9 AFA	54,197	2.9	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16430237	65	60	SP055195	2.1 AFA	55,195	2.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16430238	100	100	SP057194	3.3 AFA	57,194	2.8	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16430239	100	90	SP053194	3.3 AFA	53,194	3.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16430242	70	75	SP054190	2.3 AFA	54,190	2.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470481	50	40	SP044019	1.6 AFA	44,19	0.0	0.0	0.0	0.1	0.0	0.4	0.5	0.4	0.0	0.2	0.0
DY16470561	800	620	SP043013	26.1 AFA	43,13	0.0	0.0	0.1	0.3	0.1	2.4	5.4	15.3	1.2	1.1	0.0
DY16470563	1000	1000	SP055019	32.6 AFA	56,19	0.0	0.1	0.4	1.4	0.4	18.1	6.7	3.5	0.3	1.6	0.1
DY16470564	3000	2800	SP053018	97.8 AFA	53,18	0.1	0.1	1.0	3.4	0.9	47.5	25.1	13.0	1.1	5.5	0.2
DY16470565	1850	350	SP053018	60.3 AFA	53,18	0.1	0.1	0.6	2.1	0.6	29.3	15.5	8.0	0.7	3.4	0.1

SP090051 Yellow (ESPAM Node) = Revised from previous study based on IDWR/WMIS record of well location, aerials, etc.
DY16[illegible] Bold (Dairy ID) = Did not exist in previous study

Enhanced ESPAM Version 1.1 Steady State Impact Fraction by Reach

Dairy ID	2007 Study Animal #	2005 Study Animal #	ESPAM Active Node Identifier	*Consumptive Volume (29.1gpd/animal)*	Model Cell	Ashton - Rexburg	Heise - Shelley	Shelley - Blackfoot	Blackfoot - Neeley	Neeley - Minidoka	Devil's Washbowl - Buhl	Buhl - Thousand Springs	Thousand Springs	Thousand Springs - Malad	Malad	Malad - Bancroft
DY16470566	1300	1200	SP053020	42.4 AFA	53,20	0.1	0.1	0.5	1.8	0.5	19.1	11.2	6.0	0.5	2.6	0.1
DY16470567	50	40	SP052019	1.6 AFA	52,19	0.0	0.0	0.0	0.1	0.0	0.7	0.5	0.2	0.0	0.1	0.0
DY16470569	420	300	SP051019	13.7 AFA	51,19	0.0	0.0	0.2	0.5	0.1	5.5	4.0	2.1	0.2	0.9	0.0
DY16470570	600	500	SP052018	19.6 AFA	52,18	0.0	0.0	0.2	0.7	0.2	8.3	5.6	2.9	0.2	1.2	0.0
DY16470571	1650	1500	SP051016	53.8 AFA	51,16	0.1	0.1	0.6	1.9	0.5	20.9	17.4	8.4	0.7	3.3	0.1
DY16470572	550	650	SP051017	17.9 AFA	51,17	0.0	0.0	0.2	0.7	0.2	7.2	5.5	2.6	0.2	1.1	0.0
DY16470573	900	815	SP051017	29.3 AFA	51,17	0.0	0.0	0.3	1.1	0.3	11.8	8.9	4.6	0.4	1.9	0.1
DY16470574	120	122	SP051017	3.9 AFA	51,17	0.0	0.0	0.0	0.1	0.0	1.6	1.2	0.6	0.1	0.2	0.0
DY16470575	1446	850	SP051017	47.1 AFA	51,17	0.1	0.1	0.5	1.8	0.5	18.9	14.3	7.3	0.6	3.0	0.1
DY16470576	700	775	SP050016	22.8 AFA	50,16	0.0	0.0	0.2	0.8	0.2	8.4	7.7	3.7	0.3	1.4	0.1
DY16470577	280		SP049016	9.1 AFA	49,16	0.0	0.0	0.1	0.3	0.1	3.2	3.2	1.6	0.1	0.6	0.0
DY16470578	200	400	SP049016	6.5 AFA	49,16	0.0	0.0	0.1	0.2	0.1	2.3	2.3	1.1	0.1	0.4	0.0
DY16470580		130	SP049015	0.0 AFA	49,15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470581	300	400	SP049015	9.8 AFA	49,15	0.0	0.0	0.1	0.3	0.1	2.9	4.0	1.7	0.1	0.6	0.0
DY16470582	2400	1400	SP049015	78.2 AFA	49,15	0.1	0.1	0.7	2.3	0.6	23.5	31.9	13.6	1.0	4.3	0.2
DY16470583	250		SP050014	8.1 AFA	50,14	0.0	0.0	0.1	0.2	0.1	2.3	3.8	1.3	0.1	0.4	0.0
DY16470586	900	900	SP049013	29.3 AFA	49,13	0.0	0.0	0.2	0.5	0.1	5.4	17.3	4.4	0.3	1.0	0.0
DY16470587	2200	2250	SP049014	71.7 AFA	49,14	0.1	0.1	0.6	1.7	0.5	17.5	35.0	12.1	0.8	3.3	0.1
DY16470588	1400	1600	SP049014	45.6 AFA	49,14	0.0	0.0	0.3	1.1	0.3	11.2	22.3	7.7	0.5	2.1	0.1
DY16470589	850	900	SP048014	27.7 AFA	48,14	0.0	0.0	0.2	0.6	0.2	5.7	13.9	5.5	0.3	1.2	0.0
DY16470590		13	SP047013	0.0 AFA	47,13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470591	1180	1050	SP047013	38.5 AFA	47,13	0.0	0.0	0.1	0.5	0.1	4.8	23.0	8.1	0.4	1.2	0.0
DY16470593	2500	1800	SP047015	81.6 AFA	47,15	0.1	0.1	0.6	2.0	0.5	17.8	34.2	20.3	1.4	4.5	0.2
DY16470594	2800	2300	SP047015	91.3 AFA	47,15	0.1	0.1	0.6	2.2	0.6	19.9	38.3	22.8	1.5	5.0	0.2
DY16470595	200		SP047015	6.5 AFA	47,15	0.0	0.0	0.0	0.2	0.0	1.4	2.7	1.6	0.1	0.4	0.0
DY16470597	53	60	SP046014	1.7 AFA	46,14	0.0	0.0	0.0	0.0	0.0	0.3	0.8	0.5	0.0	0.1	0.0
DY16470599	2079	1500	SP047016	67.8 AFA	47,16	0.1	0.1	0.6	2.0	0.5	17.9	24.9	16.0	1.2	4.4	0.2
DY16470600	300	2600	SP045015	9.8 AFA	45,15	0.0	0.0	0.1	0.2	0.1	1.7	3.4	3.4	0.2	0.6	0.0
DY16470602	670	500	SP043013	21.8 AFA	43,13	0.0	0.0	0.1	0.3	0.1	2.0	4.5	12.8	1.0	0.9	0.0
DY16470603		15	SP040011	0.0 AFA	40,11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470604	750	550	SP041014	24.4 AFA	41,14	0.0	0.0	0.1	0.4	0.1	2.9	5.1	10.7	3.0	2.0	0.1
DY16470606	250		SP037015	8.1 AFA	37,15	0.0	0.0	0.0	0.1	0.0	0.4	0.5	0.5	0.8	5.5	0.2
DY16470608	100	100	SP039016	3.3 AFA	39,16	0.0	0.0	0.0	0.1	0.0	0.4	0.5	0.6	0.3	1.2	0.0
DY16470609	1900	500	SP040015	61.8 AFA	40,15	0.0	0.1	0.4	1.3	0.4	7.9	11.9	19.4	10.1	10.1	0.4
DY16470610	1900	1100	SP040015	61.9 AFA	40,15	0.0	0.1	0.4	1.3	0.4	7.9	11.9	19.4	10.1	10.1	0.4
DY16470612	1700	1280	SP043015	55.4 AFA	43,15	0.0	0.0	0.4	1.2	0.3	8.9	16.0	21.9	2.1	4.2	0.2
DY16470613	1000	900	SP043016	32.6 AFA	43,16	0.0	0.0	0.2	0.9	0.2	6.0	9.5	11.4	1.2	3.0	0.1
DY16470615	950	650	SP044016	31.0 AFA	44,16	0.0	0.0	0.2	0.8	0.2	6.0	9.6	10.4	0.9	2.6	0.1
DY16470616	300	210	SP044017	9.8 AFA	44,17	0.0	0.0	0.1	0.3	0.1	2.2	3.0	2.9	0.3	1.0	0.0
DY16470617	1400	1200	SP044016	45.6 AFA	44,16	0.0	0.0	0.3	1.2	0.3	8.8	14.2	15.4	1.4	3.8	0.1
DY16470618	2200	2100	SP043016	71.7 AFA	43,16	0.1	0.1	0.5	1.9	0.5	13.3	21.0	25.0	2.5	6.7	0.2
DY16470619	500	420	SP038021	16.3 AFA	38,21	0.0	0.0	0.3	0.9	0.2	3.2	2.8	2.3	0.4	5.9	0.2
DY16470620	1000	850	SP044017	32.6 AFA	44,17	0.0	0.0	0.3	1.0	0.3	7.2	9.9	9.6	0.9	3.2	0.1
DY16470621	1800	1450	SP043017	58.7 AFA	43,17	0.1	0.1	0.5	1.8	0.5	12.3	16.8	17.7	1.9	6.7	0.2
DY16470623	650	760	SP042017	21.2 AFA	42,17	0.0	0.0	0.2	0.7	0.2	4.3	5.7	6.2	0.8	3.1	0.1
DY16470624	270	250	SP043018	8.8 AFA	43,18	0.0	0.0	0.1	0.3	0.1	2.0	2.4	2.3	0.2	1.2	0.0
DY16470626	600	560	SP044019	19.6 AFA	44,19	0.0	0.0	0.2	0.8	0.2	5.2	5.4	4.5	0.5	2.5	0.1
DY16470627	600	650	SP044019	19.6 AFA	44,19	0.0	0.0	0.2	0.8	0.2	5.2	5.4	4.6	0.5	2.5	0.1
DY16470629	300	450	SP045019	9.8 AFA	45,19	0.0	0.0	0.1	0.4	0.1	2.8	2.8	2.1	0.2	1.1	0.0
DY16470630	800	500	SP047017	26.1 AFA	47,17	0.0	0.0	0.3	0.9	0.2	8.0	8.6	5.6	0.5	1.9	0.1
DY16470631	1750	1050	SP047017	57.0 AFA	47,17	0.1	0.1	0.6	2.0	0.5	17.5	18.9	12.2	1.0	4.1	0.2
DY16470632	3300	2700	SP048017	107.6 AFA	48,17	0.1	0.2	1.1	3.9	1.0	37.4	34.9	19.7	1.6	7.3	0.3

SP090051 Yellow (ESPAM Node) = Revised from previous study based on IDWR/WMIS record of well location, aerials, etc.
DY16[illegible] Bold (Dairy ID) = Did not exist in previous study

Enhanced ESPAM Version 1.1 Steady State Impact Fraction by Reach

Dairy ID	2007 Study Animal #	2005 Study Animal #	ESPAM Active Node Identifier	*Consumptive Volume (29.1gpd/animal)*	Model Cell	Ashton - Rexburg	Heise - Shelley	Shelley - Blackfoot	Blackfoot - Neeley	Neeley - Minidoka	Devil's Washbowl - Buhl	Buhl - Thousand Springs	Thousand Springs	Thousand Springs - Malad	Malad	Malad - Bancroft
DY16470634	80	160	SP048018	**2.6 AFA**	48,18	0.0	0.0	0.0	0.1	0.0	1.0	0.8	0.5	0.0	0.2	0.0
DY16470636	1900	1600	SP048019	**61.9 AFA**	48,19	0.1	0.1	0.7	2.5	0.7	23.2	18.5	10.5	0.9	4.5	0.2
DY16470637	1400	500	SP049020	**45.6 AFA**	49,20	0.1	0.1	0.5	1.9	0.5	17.7	13.4	7.4	0.6	3.3	0.1
DY16470638	31	25	SP049020	**1.0 AFA**	49,20	0.0	0.0	0.0	0.0	0.0	0.4	0.3	0.2	0.0	0.1	0.0
DY16470639	875	750	SP050020	**28.5 AFA**	50,20	0.0	0.0	0.3	1.2	0.3	11.3	8.4	4.5	0.4	2.0	0.1
DY16470640	500	500	SP050021	**16.3 AFA**	50,21	0.0	0.0	0.2	0.7	0.2	6.4	4.7	2.6	0.2	1.2	0.0
DY16470641	950	826	SP050021	**31.0 AFA**	50,21	0.0	0.1	0.4	1.4	0.4	12.2	8.9	4.9	0.4	2.2	0.1
DY16470642		1550	SP051021	0.0 AFA	51,21	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470643	300	150	SP050022	**9.8 AFA**	50,22	0.0	0.0	0.1	0.5	0.1	3.8	2.7	1.5	0.1	0.7	0.0
DY16470644	875	800	SP049022	**28.5 AFA**	49,22	0.0	0.1	0.4	1.4	0.4	10.9	8.0	4.5	0.4	2.3	0.1
DY16470645	700	300	SP049022	**22.8 AFA**	49,22	0.0	0.0	0.3	1.1	0.3	8.7	6.4	3.6	0.3	1.8	0.1
DY16470646	300	230	SP049021	**9.8 AFA**	49,21	0.0	0.0	0.1	0.4	0.1	3.8	2.8	1.6	0.1	0.7	0.0
DY16470647	250	260	SP049021	**8.1 AFA**	49,21	0.0	0.0	0.1	0.4	0.1	3.1	2.3	1.3	0.1	0.6	0.0
DY16470648	860	270	SP047021	**28.0 AFA**	47,21	0.0	0.1	0.4	1.3	0.4	10.0	7.9	4.8	0.4	2.6	0.1
DY16470649	700	800	SP047021	**22.8 AFA**	47,21	0.0	0.0	0.3	1.1	0.3	8.2	6.4	3.9	0.4	2.1	0.1
DY16470651	450	300	SP040021	**14.7 AFA**	40,21	0.0	0.0	0.2	0.8	0.2	3.3	3.0	2.4	0.4	4.1	0.1
DY16470652	1400	1150	SP038021	**45.6 AFA**	38,21	0.1	0.1	0.7	2.5	0.7	9.0	7.8	6.6	1.1	16.6	0.6
DY16470653	275	197	SP044017	**9.0 AFA**	44,17	0.0	0.0	0.1	0.3	0.1	2.0	2.7	2.7	0.2	0.9	0.0
DY16470655		605	SP029015	0.0 AFA	29,15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470656	1100	950	SP027013	**35.9 AFA**	27,13	0.0	0.0	0.0	0.1	0.0	0.3	0.2	0.2	0.0	0.7	34.1
DY16470657	3000	3000	SP040020	**97.8 AFA**	40,20	0.2	0.2	1.4	4.9	1.3	20.9	19.5	16.5	2.6	29.3	1.0
DY16470658		300	SP034025	0.0 AFA	34,25	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470659	690	500	SP034023	**22.5 AFA**	34,23	0.1	0.1	0.6	2.0	0.5	5.2	3.8	2.9	0.5	8.5	0.3
DY16470662	300	320	SP039026	**9.8 AFA**	39,26	0.0	0.0	0.3	1.0	0.3	2.6	1.9	1.4	0.2	2.0	0.1
DY16470663	300	250	SP037025	**9.8 AFA**	37,25	0.0	0.0	0.3	0.9	0.2	2.4	1.8	1.4	0.2	2.4	0.1
DY16470664	460	550	SP038027	**15.0 AFA**	38,27	0.1	0.1	0.5	1.7	0.4	4.0	2.8	2.0	0.3	3.0	0.1
DY16470665		550	SP039028	0.0 AFA	39,28	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470666	100	250	SP038028	**3.3 AFA**	38,28	0.0	0.0	0.1	0.4	0.1	0.9	0.6	0.4	0.1	0.6	0.0
DY16470667	140	120	SP038028	**4.6 AFA**	38,28	0.0	0.0	0.2	0.5	0.1	1.2	0.8	0.6	0.1	0.9	0.0
DY16470668		40	SP037028	0.0 AFA	37,28	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470669	425	320	SP036029	**13.9 AFA**	36,29	0.1	0.1	0.6	1.8	0.5	3.7	2.4	1.7	0.2	2.6	0.1
DY16470670	300	250	SP037028	**9.8 AFA**	37,28	0.0	0.0	0.3	1.2	0.3	2.6	1.8	1.3	0.2	1.9	0.1
DY16470671		20	SP037027	0.0 AFA	37,27	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16470672	100	90	SP037027	**3.3 AFA**	37,27	0.0	0.0	0.1	0.4	0.1	0.9	0.6	0.4	0.1	0.7	0.0
DY16470679	200	335	SP031027	**6.5 AFA**	31,27	0.0	0.0	0.2	0.8	0.2	1.7	1.1	0.8	0.1	1.4	0.1
DY16470960	115	100	SP032025	**3.7 AFA**	32,25	0.0	0.0	0.1	0.4	0.1	1.0	0.7	0.5	0.1	0.8	0.0
DY16470983	890	1000	SP049015	**29.0 AFA**	49,15	0.0	0.0	0.2	0.9	0.2	8.7	11.8	5.1	0.4	1.6	0.1
DY16470995	5000	4500	SP048023	**163.0 AFA**	48,23	0.3	0.4	2.7	9.3	2.5	60.0	43.8	26.1	2.4	15.0	0.5
DY16470998	**1800**		SP049013	**58.7 AFA**	49,13	0.0	0.0	0.3	1.1	0.3	10.8	34.6	8.8	0.6	2.1	0.1
DY16470999	2300	80	SP049020	**75.0 AFA**	49,20	0.1	0.1	0.9	3.1	0.8	29.1	22.0	12.1	1.0	5.4	0.2
DY16471003	1950	1100	SP042017	**63.6 AFA**	42,17	0.1	0.1	0.6	2.1	0.6	12.9	17.0	18.5	2.3	9.2	0.3
DY16471004	3000	3300	SP051021	**97.8 AFA**	51,21	0.1	0.2	1.3	4.4	1.2	39.3	27.8	15.2	1.3	6.9	0.3
DY16471011	5000	4000	SP047023	**163.0 AFA**	47,23	0.3	0.4	2.7	9.6	2.5	57.8	43.2	26.7	2.6	16.6	0.6
DY16471012	430	150	SP032026	**14.0 AFA**	32,26	0.1	0.1	0.5	1.7	0.4	3.6	2.4	1.8	0.3	3.0	0.1
DY16471016	550	650	SP045015	**17.9 AFA**	45,15	0.0	0.0	0.1	0.4	0.1	3.2	6.3	6.2	0.4	1.1	0.0
DY16471019	1850	1400	SP040020	**60.3 AFA**	40,20	0.1	0.1	0.9	3.0	0.8	12.9	12.0	10.2	1.6	18.1	0.6
DY16471024	6000	5000	SP039019	**195.6 AFA**	39,19	0.3	0.3	2.4	8.4	2.2	34.9	33.0	29.1	5.5	76.7	2.7
DY16471027	6240	4900	SP046014	**203.4 AFA**	46,14	0.1	0.1	1.1	3.7	1.0	31.4	89.5	63.1	3.6	9.5	0.3
DY16471035	2300	1900	SP049019	**75.0 AFA**	49,19	0.1	0.1	0.9	3.0	0.8	29.2	22.3	12.1	1.0	5.2	0.2
DY16471052	44	22	SP048015	**1.4 AFA**	48,15	0.0	0.0	0.0	0.0	0.0	0.4	0.6	0.3	0.0	0.1	0.0
DY16471061	**2000**		SP051016	**65.2 AFA**	51,16	0.1	0.1	0.7	2.3	0.6	25.3	21.0	10.1	0.8	4.0	0.1
DY16471070	**4000**		SP052021	**130.4 AFA**	52,21	0.2	0.2	1.7	6.0	1.6	54.1	36.1	19.6	1.7	8.9	0.3

SP090051 Yellow (ESPAM Node) = Revised from previous study based on IDWR/WMIS record of well location, aerials, etc.
DY16[illegible] Bold (Dairy ID) = Did not exist in previous study

Enhanced ESPAM Version 1.1 Steady State Impact Fraction by Reach

Dairy ID	2007 Study Animal #	2005 Study Animal #	ESPAM Active Node Identifier	*Consumptive Volume (29.1gpd/animal)*	Model Cell	Ashton - Rexburg	Heise - Shelley	Shelley - Blackfoot	Blackfoot - Neeley	Neeley - Minidoka	Devil's Washbowl - Buhl	Buhl - Thousand Springs	Thousand Springs	Thousand Springs - Malad	Malad	Malad - Bancroft
DY16510258	130	110	SP071179	4.2 AFA	71,179	1.0	3.0	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510259		35	SP071177	0.0 AFA	71,177	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510260	45	80	SP068176	1.5 AFA	68,176	0.4	1.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510261	30	25	SP066176	1.0 AFA	66,176	0.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510262	60	50	SP065176	2.0 AFA	65,176	0.6	1.3	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510264	35	30	SP066175	1.1 AFA	66,175	0.3	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510265		100	SP066172	0.0 AFA	66,172	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510266	60	50	SP069173	2.0 AFA	69,173	0.5	1.2	0.1	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510267	75	100	SP069172	2.4 AFA	69,172	0.5	1.4	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510268	100	80	SP066169	3.3 AFA	66,169	0.6	1.5	0.5	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510270	50	50	SP065170	1.6 AFA	65,170	0.4	0.9	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510271		45	SP064169	0.0 AFA	64,169	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510272	180	180	SP063168	5.9 AFA	63,168	1.1	3.1	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510273	80	75	SP063170	2.6 AFA	63,170	0.6	1.5	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510275	50	50	SP060171	1.6 AFA	60,171	0.4	1.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510276	800	500	SP060174	26.1 AFA	60,174	8.7	16.0	0.5	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510341		60	SP064165	0.0 AFA	64,165	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510343	30	30	SP061167	1.0 AFA	61,167	0.2	0.6	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510345	175	150	SP056165	5.7 AFA	56,165	1.3	3.2	0.5	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510348	700	600	SP044161	22.8 AFA	44,161	10.4	4.8	2.9	4.4	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16510349	1300	1600	SP045161	42.4 AFA	45,161	16.9	8.7	6.4	9.7	0.2	0.3	0.1	0.1	0.0	0.1	0.0
DY16510351	150	120	SP043157	4.9 AFA	43,157	1.3	0.7	1.1	1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510352	190		SP048156	6.2 AFA	48,156	0.6	0.7	1.9	2.8	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16510353	250	420	SP042153	8.1 AFA	42,153	1.4	1.0	2.2	3.4	0.1	0.1	0.0	0.0	0.0	0.0	0.0
DY16510354	75	140	SP042153	2.4 AFA	42,153	0.4	0.3	0.7	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510355	190	190	SP030155	6.2 AFA	30,155	2.6	1.1	0.9	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510356		280	SP031154	0.0 AFA	31,154	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16510358	600	450	SP032153	19.6 AFA	32,153	6.6	3.1	3.5	6.0	0.2	0.2	0.1	0.0	0.0	0.0	0.0
DY16510980	240		SP029156	7.8 AFA	29,156	3.5	1.5	1.0	1.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16530395		50	SP080042	0.0 AFA	80,42	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16530489	180	130	SP073036	5.9 AFA	73,36	0.0	0.0	0.4	1.2	0.3	2.3	0.7	0.4	0.0	0.3	0.0
DY16530490	4500	4420	SP072045	146.7 AFA	72,45	1.2	1.4	10.5	36.5	10.7	50.8	16.1	9.9	1.0	6.3	0.3
DY16530491	1100	1100	SP068041	35.9 AFA	68,41	0.3	0.3	2.3	8.1	2.2	13.4	4.2	2.6	0.3	2.1	0.1
DY16530493	830	650	SP065038	27.1 AFA	65,38	0.2	0.2	1.7	5.8	1.6	10.5	3.2	2.0	0.2	1.6	0.1
DY16530494		700	SP058029	0.0 AFA	58,29	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16530495	190	190	SP059027	6.2 AFA	59,27	0.0	0.0	0.2	0.8	0.2	3.1	0.9	0.5	0.1	0.3	0.0
DY16530496	1005	400	SP059026	32.8 AFA	59,26	0.1	0.1	1.1	3.8	1.0	16.9	4.7	2.7	0.3	1.8	0.1
DY16530497	200	200	SP058026	6.5 AFA	58,26	0.0	0.0	0.2	0.8	0.2	3.3	1.0	0.6	0.1	0.4	0.0
DY16530498	770	700	SP059025	25.1 AFA	59,25	0.1	0.1	0.8	2.7	0.7	13.3	3.7	2.1	0.2	1.3	0.1
DY16530499	675	560	SP058024	22.0 AFA	58,24	0.1	0.1	0.6	2.2	0.6	11.5	3.5	2.0	0.2	1.2	0.0
DY16530500	750	470	SP058024	24.4 AFA	58,24	0.1	0.1	0.7	2.4	0.7	12.7	3.9	2.2	0.2	1.4	0.1
DY16530501	718	150	SP058024	23.4 AFA	58,24	0.1	0.1	0.7	2.3	0.6	12.2	3.7	2.1	0.2	1.3	0.0
DY16530502	1600	930	SP058024	52.2 AFA	58,24	0.2	0.2	1.5	5.2	1.4	27.2	8.3	4.8	0.4	2.9	0.1
DY16530504	450	300	SP057024	14.7 AFA	57,24	0.0	0.1	0.4	1.4	0.4	7.4	2.5	1.4	0.1	0.8	0.0
DY16530507	1650	1000	SP057021	53.8 AFA	57,21	0.1	0.2	1.2	4.0	1.1	28.1	10.0	5.5	0.5	3.0	0.1
DY16530508	1275	1100	SP056022	41.6 AFA	56,22	0.1	0.1	0.9	3.3	0.9	21.0	8.0	4.4	0.4	2.4	0.1
DY16530509	1575	1400	SP056021	51.3 AFA	56,21	0.1	0.1	1.0	3.6	1.0	26.5	10.1	5.5	0.5	2.9	0.1
DY16530511	3400	1510	SP056022	110.8 AFA	56,22	0.3	0.3	2.5	8.7	2.3	56.0	21.2	11.8	1.1	6.4	0.2
DY16530514	798	610	SP055021	26.0 AFA	55,21	0.1	0.1	0.5	1.6	0.4	13.1	5.5	3.0	0.3	1.5	0.1
DY16530515	550	250	SP056020	17.9 AFA	56,20	0.0	0.0	0.3	1.1	0.3	9.5	3.6	1.9	0.2	1.0	0.0
DY16530516	1400	1000	SP055021	45.6 AFA	55,21	0.1	0.1	0.8	2.8	0.8	23.0	9.6	5.3	0.5	2.6	0.1
DY16530517		60	SP055020	0.0 AFA	55,20	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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SP090051 Yellow (ESPAM Node) = Revised from previous study based on IDWR/WMIS record of well location, aerials, etc.

DY16[illegible] Bold (Dairy ID) = Did not exist in previous study

Dairy ID	2007 Study Animal #	2005 Study Animal #	ESPAM Active Node Identifier	*Consumptive Volume (29.1gpd/animal)*	Model Cell	Ashton - Rexburg	Heise - Shelley	Shelley - Blackfoot	Blackfoot - Neeley	Neeley - Minidoka	Devil's Washbowl - Buhl	Buhl - Thousand Springs	Thousand Springs	Thousand Springs - Malad	Malad	Malad - Bancroft
DY16530518	600	540	SP054020	**19.6 AFA**	54,20	0.0	0.0	0.3	0.8	0.2	9.8	4.6	2.4	0.2	1.1	0.0
DY16530519	1300	1200	SP054020	**42.4 AFA**	54,20	0.1	0.1	0.5	1.8	0.5	21.2	9.9	5.3	0.5	2.4	0.1
DY16530520	1900	1200	SP053020	**61.9 AFA**	53,20	0.1	0.1	0.7	2.6	0.7	28.0	16.3	8.7	0.7	3.8	0.1
DY16530521	1400	950	SP054021	**45.6 AFA**	54,21	0.1	0.1	0.7	2.5	0.7	21.8	10.7	5.8	0.5	2.8	0.1
DY16530522	1200	1050	SP054022	**39.1 AFA**	54,22	0.1	0.1	0.7	2.6	0.7	18.1	8.9	4.9	0.4	2.5	0.1
DY16530524	1000	600	SP053022	**32.6 AFA**	53,22	0.1	0.1	0.5	1.9	0.6	14.2	8.2	4.5	0.4	2.2	0.1
DY16530525	400	500	SP052021	**13.0 AFA**	52,21	0.0	0.0	0.2	0.6	0.2	5.4	3.6	2.0	0.2	0.9	0.0
DY16530526	1100	1500	SP053022	**36.9 AFA**	53,22	0.1	0.1	0.6	2.1	0.8	15.6	9.0	4.9	0.4	2.4	0.1
DY16530528	560	480	SP051021	**18.3 AFA**	51,21	0.0	0.0	0.2	0.8	0.2	7.3	5.2	2.8	0.2	1.3	0.0
DY16530529	1080	1500	SP051022	**36.2 AFA**	51,22	0.1	0.1	0.5	1.8	0.5	14.1	9.7	5.4	0.5	2.6	0.1
DY16530530	2200	1400	SP051023	**71.7 AFA**	51,23	0.1	0.2	1.2	4.2	1.1	28.7	18.9	10.7	1.0	5.5	0.2
DY16530531		800	SP051022	0.0 AFA	51,22	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16530532	350	600	SP050022	**11.4 AFA**	50,22	0.0	0.0	0.2	0.6	0.2	4.5	3.2	1.8	0.2	0.9	0.0
DY16530533	80	70	SP051023	**2.6 AFA**	51,23	0.0	0.0	0.0	0.2	0.0	1.0	0.7	0.4	0.0	0.2	0.0
DY16530534	950	800	SP050023	**31.0 AFA**	50,23	0.1	0.1	0.5	1.7	0.5	12.1	8.3	4.7	0.4	2.5	0.1
DY16530535	400	400	SP050024	**13.0 AFA**	50,24	0.0	0.0	0.2	0.8	0.2	6.1	3.3	1.9	0.2	1.1	0.0
DY16530536	460	400	SP052025	**15.0 AFA**	52,25	0.0	0.0	0.4	1.2	0.3	6.2	3.4	2.0	0.2	1.2	0.0
DY16530537	1100	1200	SP051025	**35.9 AFA**	51,25	0.1	0.1	0.8	2.8	0.7	14.3	8.5	5.0	0.5	2.9	0.1
DY16530538	225	162	SP053026	**7.3 AFA**	53,26	0.0	0.0	0.2	0.7	0.2	3.1	1.5	0.9	0.1	0.5	0.0
DY16530539	500	389	SP052026	**16.3 AFA**	52,26	0.1	0.1	0.4	1.5	0.4	6.7	3.5	2.1	0.2	1.3	0.0
DY16530541	425	300	SP054028	**13.9 AFA**	54,28	0.1	0.1	0.5	1.7	0.5	6.0	2.4	1.4	0.1	1.0	0.0
DY16530542	1020	800	SP054029	**33.3 AFA**	54,29	0.2	0.2	1.3	4.6	1.2	14.1	5.6	3.3	0.3	2.3	0.1
DY16530543	1040	884	SP053028	**33.9 AFA**	53,28	0.1	0.2	1.2	4.1	1.1	14.2	6.3	3.7	0.4	2.5	0.1
DY16530545		400	SP051026	0.0 AFA	51,26	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16530546	660	500	SP050025	**21.5 AFA**	50,25	0.1	0.1	0.5	1.6	0.4	8.3	5.3	3.1	0.3	1.9	0.1
DY16530547	570	500	SP049025	**18.6 AFA**	49,25	0.0	0.1	0.4	1.4	0.4	7.0	4.6	2.7	0.3	1.7	0.1
DY16530548	1050	970	SP049026	**34.2 AFA**	49,26	0.1	0.1	0.8	2.9	0.8	12.8	8.1	4.8	0.5	3.3	0.1
DY16530550	500	500	SP050026	**16.3 AFA**	50,26	0.0	0.1	0.4	1.4	0.4	6.3	3.8	2.3	0.2	1.4	0.1
DY16530551	1000	850	SP050027	**32.6 AFA**	50,27	0.1	0.1	0.9	3.2	0.8	12.5	7.2	4.3	0.4	2.9	0.1
DY16530552	450	500	SP051029	**14.7 AFA**	51,29	0.1	0.1	0.5	1.9	0.5	5.7	2.8	1.7	0.2	1.2	0.0
DY16530553	350	300	SP052029	**11.4 AFA**	52,29	0.0	0.1	0.4	1.5	0.4	4.6	2.1	1.3	0.1	0.9	0.0
DY16530554	800	850	SP052030	**26.1 AFA**	52,30	0.1	0.1	1.1	3.7	1.0	10.3	4.5	2.7	0.3	2.0	0.1
DY16530555	45	50	SP048026	**1.5 AFA**	48,26	0.0	0.0	0.0	0.1	0.0	0.5	0.3	0.2	0.0	0.2	0.0
DY16530556	4300	4325	SP048027	**140.2 AFA**	48,27	0.4	0.5	3.8	13.1	3.5	50.3	31.7	19.7	2.0	14.7	0.5
DY16530559	450	370	SP048029	**14.7 AFA**	48,29	0.1	0.1	0.5	1.7	0.5	5.2	3.0	1.9	0.2	1.5	0.1
DY16530560	2400	1200	SP049032	**78.2 AFA**	49,32	0.4	0.5	3.7	13.0	3.5	27.3	13.1	8.3	0.8	7.2	0.3
DY16530561	60	160	SP050033	**2.0 AFA**	50,33	0.0	0.0	0.1	0.4	0.1	0.7	0.3	0.2	0.0	0.2	0.0
DY16530562	3200	1900	SP063029	**104.3 AFA**	63,29	0.5	0.6	4.5	15.8	4.3	51.7	12.8	7.6	0.8	5.6	0.2
DY16530983	2700	1100	SP049015	**88.0 AFA**	49,15	0.1	0.1	0.7	2.6	0.7	26.5	35.9	15.3	1.1	4.8	0.2
DY16530990		820	SP055022	0.0 AFA	55,22	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16530993	1150	1000	SP050026	**37.5 AFA**	50,26	0.1	0.1	0.9	3.2	0.9	14.5	8.7	5.2	0.5	3.3	0.1
DY16531005	800	630	SP067038	**26.1 AFA**	67,38	0.2	0.2	1.6	5.6	1.5	10.2	3.1	1.9	0.2	1.5	0.1
DY16531010	820	500	SP052023	**26.7 AFA**	52,23	0.1	0.1	0.5	1.7	0.4	11.1	6.8	3.8	0.3	2.0	0.1
DY16531015	2200	1800	SP057029	**71.7 AFA**	57,29	0.3	0.4	3.0	10.3	2.8	32.6	10.7	6.3	0.6	4.5	0.2
DY16531021	970	350	SP056030	**31.6 AFA**	56,30	0.2	0.2	1.4	4.8	1.3	13.7	4.8	2.8	0.3	2.1	0.1
DY16531034	2525	2500	SP063030	**82.3 AFA**	63,30	0.4	0.5	3.8	13.1	3.5	39.4	10.2	6.1	0.6	4.5	0.2
DY16531055	400	650	SP077037	**13.0 AFA**	77,37	0.1	0.1	0.9	3.0	0.9	4.9	1.5	0.9	0.1	0.7	0.0
DY16531066	**3000**		SP059155	**97.8 AFA**	59,155	7.8	9.9	31.4	45.5	1.1	1.1	0.4	0.3	0.0	0.3	0.0
DY16630285	40	40	SP038055	**1.3 AFA**	38,55	0.0	0.0	0.1	0.4	0.1	0.3	0.1	0.1	0.0	0.1	0.0
DY16630286	40	25	SP038056	**1.3 AFA**	38,55	0.0	0.0	0.1	0.4	0.1	0.3	0.1	0.1	0.0	0.1	0.0
DY16630288		150	SP040056	0.0 AFA	40,56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16630290	270	280	SP041055	**8.8 AFA**	41,55	0.1	0.1	0.8	2.8	0.7	2.2	0.9	0.8	0.1	0.6	0.0

SP090051 Yellow (ESPAM Node) = Revised from previous study based on IDWR/WMIS record of well location, aerials, etc.

DY16#####8 Bold (Dairy ID) = Did not exist in previous study

Enhanced ESPAM Version 1.1 Steady State Impact Fraction by Reach

Dairy ID	2007 Study Animal #	2005 Study Animal #	ESPAM Active Node Identifier	*Consumptive Volume (29.1gpd/animal)*	Model Cell	Ashton - Rexburg	Heise - Shelley	Shelley - Blackfoot	Blackfoot - Neeley	Neeley - Minidoka	Devil's Washbowl - Buhl	Buhl - Thousand Springs	Thousand Springs	Thousand Springs - Malad	Malad	Malad - Bancroft
DY16630291		280	SP042055	0.0 AFA	42,55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16630292	30	12	SP043056	1.0 AFA	43,56	0.0	0.0	0.1	0.3	0.1	0.2	0.1	0.1	0.0	0.1	0.0
DY16630294	30	25	SP042054	1.0 AFA	42,54	0.0	0.0	0.1	0.3	0.1	0.2	0.1	0.1	0.0	0.1	0.0
DY16630296	100	60	SP044055	3.3 AFA	44,55	0.0	0.0	0.3	1.1	0.3	0.8	0.3	0.2	0.0	0.2	0.0
DY16630298	50	20	SP044053	1.6 AFA	44,53	0.0	0.0	0.2	0.5	0.1	0.4	0.2	0.1	0.0	0.1	0.0
DY16630299	85	80	SP044053	2.8 AFA	44,53	0.0	0.0	0.3	0.9	0.2	0.7	0.3	0.2	0.0	0.2	0.0
DY16630300	320	250	SP044052	10.4 AFA	44,52	0.1	0.1	0.9	3.3	0.9	2.6	1.0	0.7	0.1	0.7	0.0
DY16630301	150	80	SP043049	4.9 AFA	43,49	0.0	0.1	0.4	1.4	0.4	1.3	0.5	0.3	0.0	0.3	0.0
DY16630302	600	450	SP043050	19.6 AFA	43,50	0.2	0.2	1.7	5.9	1.6	5.0	2.1	1.3	0.2	1.3	0.1
DY16630305	630	450	SP040041	20.5 AFA	40,41	0.2	0.2	1.4	5.0	1.3	5.7	2.7	1.8	0.2	1.9	0.1
DY16630307	1800	2300	SP039039	58.7 AFA	39,39	0.5	0.5	3.9	13.5	3.6	16.4	8.1	5.4	0.6	6.1	0.2
DY16630308	1600	1500	SP039038	52.2 AFA	39,38	0.4	0.4	3.3	11.5	3.0	14.7	7.4	4.9	0.6	5.7	0.2
DY16630310	37	50	SP038036	1.2 AFA	38,36	0.0	0.0	0.1	0.2	0.1	0.3	0.2	0.1	0.0	0.2	0.0
DY16630311	115	100	SP036035	3.7 AFA	36,35	0.0	0.0	0.2	0.7	0.2	1.0	0.6	0.4	0.1	0.5	0.0
DY16630312	150	140	SP036036	4.9 AFA	36,36	0.0	0.0	0.3	0.9	0.2	1.4	0.8	0.5	0.1	0.6	0.0
DY16630313	600	400	SP036036	19.6 AFA	36,36	0.1	0.1	1.1	3.7	1.0	5.5	3.0	2.1	0.3	2.6	0.1
DY16630314	84	75	SP035036	2.7 AFA	35,36	0.0	0.0	0.1	0.5	0.1	0.8	0.4	0.3	0.0	0.4	0.0
DY16630316	340	300	SP035035	11.1 AFA	35,35	0.1	0.1	0.6	2.0	0.5	3.1	1.7	1.2	0.2	1.6	0.1
DY16630318	232	140	SP034035	7.6 AFA	34,35	0.0	0.1	0.4	1.4	0.4	2.1	1.2	0.8	0.1	1.1	0.0
DY16630320	281	245	SP065050	9.2 AFA	65,50	0.1	0.1	0.8	2.6	0.7	2.7	0.9	0.6	0.1	0.5	0.0
DY16630321	650	550	SP046042	21.2 AFA	46,42	0.2	0.2	1.6	5.6	1.5	6.0	2.5	1.6	0.2	1.7	0.1
DY16630322		112	SP048040	0.0 AFA	48,40	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16630324		20	SP052043	0.0 AFA	52,43	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16630325	320	200	SP052043	10.4 AFA	52,43	0.1	0.1	0.8	2.9	0.8	3.0	1.2	0.7	0.1	0.7	0.0
DY16630328	470	220	SP053040	15.3 AFA	53,40	0.1	0.1	1.1	3.9	1.0	4.9	1.8	1.1	0.1	1.0	0.0
DY16630991	90	80	SP052044	2.9 AFA	52,44	0.0	0.0	0.2	0.8	0.2	0.8	0.3	0.2	0.0	0.2	0.0
DY16631026	8500	8700	SP047032	277.1 AFA	47,32	1.5	1.7	13.0	45.2	12.0	91.2	47.9	30.9	3.4	29.1	1.1
DY16631072	**1500**		SP039039	48.9 AFA	39,39	0.4	0.4	3.2	11.2	3.0	13.7	6.7	4.5	0.5	5.1	0.2
DY16650243		70	SP057187	0.0 AFA	57,187	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16650244		180	SP059185	0.0 AFA	59,185	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16650246	50	50	SP056183	1.6 AFA	56,183	1.3	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16650247	70	80	SP054183	2.3 AFA	54,183	2.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16650248		120	SP058180	0.0 AFA	58,180	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16650253	45	45	SP057177	1.5 AFA	57,177	0.9	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16650254	120	90	SP058180	3.9 AFA	58,180	2.6	1.2	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16670397	400	400	SP077049	13.0 AFA	77,49	0.1	0.2	1.1	3.9	1.3	3.6	1.2	0.8	0.1	0.7	0.0
DY16670398		280	SP074049	0.0 AFA	74,49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16670399	70	69	SP074059	2.3 AFA	74,59	0.0	0.0	0.2	0.8	0.3	0.5	0.2	0.1	0.0	0.1	0.0
DY16670400	65	100	SP077059	2.1 AFA	77,59	0.0	0.0	0.2	0.8	0.3	0.4	0.2	0.1	0.0	0.1	0.0
DY16670402	80	52	SP077053	2.6 AFA	77,53	0.0	0.0	0.3	0.9	0.3	0.6	0.2	0.1	0.0	0.1	0.0
DY16670404	400	125	SP081051	13.0 AFA	81,51	0.1	0.2	1.2	4.3	1.7	3.0	1.1	0.7	0.1	0.6	0.0
DY16670411	65	50	SP085057	2.1 AFA	85,57	0.0	0.0	0.2	0.7	0.3	0.4	0.2	0.1	0.0	0.1	0.0
DY16670413		120	SP084057	0.0 AFA	84,57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16670414	75	50	SP084059	2.4 AFA	84,59	0.0	0.0	0.2	0.9	0.4	0.5	0.2	0.1	0.0	0.1	0.0
DY16670415	137	100	SP084061	4.5 AFA	84,61	0.1	0.1	0.4	1.6	0.8	0.8	0.3	0.2	0.0	0.2	0.0
DY16670416	115	90	SP080060	3.7 AFA	80,60	0.0	0.1	0.4	1.4	0.6	0.7	0.3	0.2	0.0	0.2	0.0
DY16670417	50	50	SP080060	1.6 AFA	80,60	0.0	0.0	0.2	0.6	0.2	0.3	0.1	0.1	0.0	0.1	0.0
DY16670418		450	SP080062	0.0 AFA	80,62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DY16670421	100	130	SP082065	3.3 AFA	82,65	0.0	0.0	0.3	1.2	0.6	0.6	0.2	0.1	0.0	0.1	0.0
DY16670422	110	120	SP081065	3.6 AFA	81,65	0.0	0.0	0.4	1.3	0.6	0.7	0.2	0.2	0.0	0.1	0.0
DY16670423	170	180	SP082067	5.5 AFA	82,67	0.1	0.1	0.6	2.0	1.0	1.0	0.4	0.2	0.0	0.2	0.0
DY16670425	1000	1500	SP081069	32.6 AFA	81,69	0.4	0.4	3.3	11.7	6.1	5.7	2.2	1.4	0.2	1.3	0.0

					Enhanced ESPAM Version 1.1 Steady State Impact Fraction by Reach											
SP090051	Yellow (ESPAM Node) = Revised from previous study based on IDWR/WMIS record of well location, aerials, etc.															
DY16~~#####~~	Bold (Dairy ID) = Did not exist in previous study															
Dairy ID	2007 Study Animal #	2005 Study Animal #	ESPAM Active Node Identifier	*Consumptive Volume (29.1gpd/animal)*	Model Cell	Ashton - Rexburg	Heise - Shelley	Shelley - Blackfoot	Blackfoot - Neeley	Neeley - Minidoka	Devil's Washbowl - Buhl	Buhl - Thousand Springs	Thousand Springs	Thousand Springs - Malad	Malad	Malad - Bancroft
DY16670427	200	180	SP079069	**6.5 AFA**	79,69	0.1	0.1	0.7	2.4	1.0	1.2	0.5	0.3	0.0	0.3	0.0
DY16670428	40	40	SP078069	**1.3 AFA**	78,69	0.0	0.0	0.1	0.5	0.2	0.2	0.1	0.1	0.0	0.1	0.0
DY16670429	190	200	SP080067	**6.2 AFA**	80,67	0.1	0.1	0.6	2.3	1.0	1.1	0.4	0.3	0.0	0.3	0.0
DY16670430	30	30	SP076069	**1.0 AFA**	76,69	0.0	0.0	0.1	0.4	0.1	0.2	0.1	0.0	0.0	0.0	0.0
DY16670431	65	50	SP074064	**2.1 AFA**	74,64	0.0	0.0	0.2	0.8	0.3	0.4	0.2	0.1	0.0	0.1	0.0
DY16670432	120	120	SP075063	**3.9 AFA**	75,63	0.0	0.1	0.4	1.5	0.5	0.8	0.3	0.2	0.0	0.2	0.0
DY16670433	960	850	SP077064	**31.3 AFA**	77,64	0.4	0.4	3.3	11.7	4.3	5.9	2.3	1.4	0.2	1.4	0.1
DY16670434	600	470	SP078064	**19.6 AFA**	78,64	0.2	0.3	2.1	7.2	2.8	3.7	1.4	0.9	0.1	0.8	0.0
DY16671040	2500	2100	SP081067	**81.5 AFA**	81,67	1.0	1.1	8.3	29.3	14.3	14.5	5.6	3.5	0.4	3.3	0.1
DY16671073	2500		SP081068	**81.5 AFA**	81,68	1.0	1.1	8.3	29.3	14.7	14.4	5.5	3.5	0.4	3.3	0.1
DY16770142	600	530	SP094105	**19.6 AFA**	94,105	0.2	0.3	2.3	16.0	0.4	0.2	0.1	0.1	0.0	0.1	0.0
						Ashton - Rexburg	Heise - Shelley	Shelley - Blackfoot	Blackfoot - Neeley	Neeley - Minidoka	Devil's Washbowl - Buhl	Buhl - Thousand Springs	Thousand Springs	Thousand Springs - Malad	Malad	Malad - Bancroft
TOTAL	**280,502**	217,441		**9,143.9 AFA**		**141.9**	**136.6**	**511.8**	**1,317.8**	**400.6**	**2,655.1**	**1,863.7**	**1,199.4**	**133.6**	**722.8**	**60.7**

EXHIBIT C

[Idaho Dairymen's Association Mitigating Members and Their Water Rights]

IDAHO DAIRYMEN MITIGATION PARTICIPATION AGREEMENT

The undersigned, on the terms set forth below, hereby agrees to be a Participant for the effective October 1, 2007 with respect to the Mitigation Agreement entered into among the Idaho Dairyman's Association ("Association") and certain signatory surface and spring water users.

RECITALS

A. In response to delivery calls made by certain senior surface and spring water right holders ("Senior Right Holders"), the Idaho Department of Water Resources ("Department") has issued certain notices and water rights administration orders ("Orders") requiring potential curtailment of diversions of junior ground water rights deemed to be causing material injury to Senior Right Holders. The Department's Orders implicate certain ground water rights diverted by Association members for irrigation and commercial dairy stock watering.

B. To minimize the potential for curtailment of Association members' commercial dairy stock water rights and for attendant litigation, and to provide greater certainty to its members, the Association has entered into a Mitigation Agreement with certain of the Senior Right Holders. Under the Mitigation Agreement, the net annual depletion of ground water from the Eastern Snake Plain Aquifer ("ESPA") attributable to withdrawals under commercial dairy stock water rights of Association members who elect to be "Mitigating Dairymen" is to be offset either by the retirement of the use of ground water for irrigation on sufficient acreage within the ESPA or by the acquisition and use of surface water for aquifer recharge as more particularly described in the Mitigation Agreement. **The Mitigation Agreement does not affect or provide a safe harbor for any diversions of ground water from the ESPA under irrigation water rights held by Association members.**

C. The Mitigation Agreement establishes a depletion factor of 29.1 gallons per day ("gpd") per each mature dairy cow owned by an Association member who agrees to participate in the Mitigation Agreement. The Mitigation Agreement also provides that the depletion factor may change if further analysis shows that the depletion to the ESPA per cow is different than 29.1 gpd.

D. The Department has preliminarily concluded that the appropriate depletion factor for commercial dairy stock water diversions from the ESPA is 69.1 gpd. The Association believes the Department's depletion factor exceeds the actual consumptive use for these diversions. The Association has agreed, however, to implement a study to document the appropriate depletion factor for commercial dairy stock water diversions to be used in the future for implementing the Mitigation Agreement, and intends to comply with applicable Department orders pending resolution of this issue.

E. The Association has formed the Idaho Dairy Water and Land Trust, Inc., an Idaho non-profit corporation ("IDWLT"), as the entity to implement the Mitigation Agreement on

behalf of the Association's members who chose to participate as "Mitigating Dairymen" under the Mitigation Agreement and obtain its benefits.

F. The IDWLT board of directors has determined that for purposes of mitigation planning and implementation, the minimum period that an Association member may be a Participant under this Participation Agreement is three years, and that Association members who are not subject to a Department curtailment order or notice may participate at an administration level that covers their respective share of the administrative costs to the IDWLT of implementing the Mitigation Agreement. Association members who are subject to a Department curtailment order or notice who wish to benefit from the safe harbor provided by the Mitigation Agreement must participate at a mitigation level.

NOW THEREFORE, in consideration of the above recitals and the agreements below, it is agreed as follows:

1. **Participation by Association Member**

i. Mitigation Participant. An Association member who has received a Department order or notice of potential curtailment may participate only as a Mitigation Participant, and by executing this Agreement agrees to pay Mitigation Assessments as set forth below at the times and in the manner established by this Agreement.

ii. Administrative Cost Participant. An Association member who has not received a Department order or notice of potential curtailment may participate only as an Administrative Cost Participant, and by executing this Agreement agrees to pay the Administrative Assessments set forth below at the times and in the manner established by this Agreement. An Administrative Cost Participant who receives a Department order or notice of potential curtailment from the Department during the term of enrollment shall automatically become a Mitigation Cost Participant effective as of the next annual assessment, and shall be obligated to pay their proportionate share of IDWLT mitigation, administrative and contingent costs thereafter.

2. **Term of Participation – Minimum of 3 Years**

Association members electing to participate under this Agreement as either a Mitigation Participant or an Administrative Cost Participant agree to participate for a minimum initial term of three years. Upon expiration of the initial three-year term, this Agreement shall automatically be renewed for successive three-year terms unless the IDWLT is notified in writing prior to April 15 of the then current assessment year.

3. **Enrollment Preference**

To the extent that water supplies or Mitigation Acres are not available in any year to fully offset the net annual depletion of all Association members who elect to be a Participant under this Agreement, the water rights of Association members who have elected to be a Participant beginning in 2007 will have priority over Association members who subsequently elect to be a

Participant with respect to available mitigation and safe harbor protections of the Mitigation Agreement.

4. **Acquisition of Lands or Water by IDWLT**

The Mitigation Agreement provides that the IDWLT may purchase, for the benefit of Participants, lands with appurtenant ground water rights within the ESPA ("Mitigation Acres") and retire the ground water diversions to those lands to mitigate the aggregate annual depletions attributable to pumping ground water under Participants' commercial stock water rights, or, if for whatever reason Mitigation Acres are not purchased, the IDWLT may lease storage water for delivery through the North Side Canal Company system for mitigation. The decision to purchase Mitigation Acres or storage water or a combination of both shall be in the sole discretion of the IDWLT board.

5. **Annual Participation Fees**

i. Mitigation Participation. Participants who are required to be Mitigation Cost Participants under this Agreement shall be assessed for, and agree to pay their proportionate share of the following costs:

1. Land and Water Acquisition Costs, including all land acquisition and holding costs, water acquisition and delivery costs, water bank surcharges, Water District administration charges, engineering, consultant and legal expenses attributable to implementation of the IDWLT mitigation programs under the Mitigation Agreement.

2. Administrative costs, including allocated overhead, administrative staff, copying, postage, engineering, consultant and legal expenses.

3. Contingent Costs as determined by Board in its sole discretion, including reserves, and extraordinary and unanticipated costs. Contingent Costs, may include costs associated with mitigation or administration, and to the extent not determined in time to be included in the then current year assessment notices may be included in the subsequent year's assessment.

ii. Administrative Participation. Administrative Cost Participants shall be assessed for, and agree to pay their proportionate share of the Administrative Costs and of Contingent Costs, if any associated with administration as described above.

iii. Subsequent Participation. Association members who elect to be a Participant after the initial 2007 enrollment period will be required to pay in arrears their share of prior years' assessed Administrative Costs and Contingent Costs.

6. **Participation Assessments**. Participation Assessments shall be determined and paid according to the procedures established in subsections (i) - (vii) below.

i. 2007 Participation Assessments. The IDWLT has acquired 9,500 acre-feet of storage water to be used for late-season aquifer recharge to comply with the Mitigation Agreement and Department orders for 2007. To cover mitigation, administrative and contingent costs, the IDWLT board has determined the following assessments shall apply for Participants in 2007, which the Participant acknowledges and agrees to without need for further notice, and which are due within 10 days of the date the Participant signs this Agreement, and which shall be delinquent and subject to the default provisions set forth below as of November 30, 2007:

1. Mitigation Participation: $2.21/cow (includes $0.44 /cow Administrative Cost Assessment)
2. Administrative Participation $0.44/cow

Assessments for subsequent years will be determined, noticed and paid as set forth in the following subsections (ii) – (vii).

ii. Preliminary assessment notice. The IDWLT board will meet **prior to April 15** of each year to evaluate potential water supplies and mitigation requirements for the year and preliminarily determine the Mitigation, Administrative and Contingent Costs for purposes of assessment. **On or before April 15**, the IDWLT board will mail its preliminary assessment notice to Participants to apprise them of anticipated costs/assessments for the year.

iii. Final Assessment notice. The IDWLT board will meet **prior to June 15** of each year to make a final determination of water, mitigation requirements water supplies and mitigation requirements for the year and make a final determination of the Mitigation, Administrative and Contingent Costs for purposes of assessment and will mail its final assessment notice to Participants **on or before June 15**. The IDWLT board may meet at any other time after June 15 to further determine Contingent Costs as the need arises.

iv. Address and Cow Numbers for Purpose of Notices of Assessment. Each Participant will be deemed to have received notice of the preliminary assessment and final assessment when such notices are mailed by regular U.S. Mail to the address given with their signature to this Agreement, or such other address as the Participant has provided to the IDWLT board in writing prior to the above preliminary or final notice dates. Individual assessments will be calculated for 2007 based on the number of cows indicated next to the Participant's signature to this Agreement, and thereafter based on the number of cows indicated next to the Participant's signature to this Agreement or the number of cows indicated in the most current Idaho State Department of Agriculture statistical report, whichever is greater, unless the Participant notifies IDWLT in writing prior to June 15th of the actual number of cows currently on the Participant's dairy(ies).

v. Assessment Payment and Due Date. Payment in full of assessments must be received by the IDWLT **on or before July 15** of the year of assessment.

vi. Delinquency Date. Assessment payments will be delinquent if not made **on or before August 15** of the year of Assessment, and will bear interest at the rate of 18% per annum until paid. On or before August 21, IDWLT will mail a notice of delinquency to any

Participant who has failed to timely pay its assessment. The foregoing notwithstanding, a Participant will have the opportunity to cure a delinquency if payment in full, including accrued interest, is received by IDWLT **on or before August 30** of the year of assessment.

vii. Failure to Cure Delinquency. If a Participant does not timely pay its assessment, and fails to cure its delinquency, IDWLT will provide notice to the Department and to other signators to the Mitigation Agreement of the Participant's default under this Agreement, the delinquent Participant will be excluded from participation in the Mitigation Agreement and any safe harbor provided thereby and the IDWLT will have all rights and remedies of enforcement provided in this Agreement or in law. A defaulting Participant may request to be reinstated, but will be required to pay all delinquent assessments with accrued interest, and may be subject to such additional conditions of participation as the board in its sole discretion determines appropriate. A defaulting Participant may not be entitled to the enrollment preferences described in Section 3 above.

7. **Responsibility for Funds.** The IDWLT board shall be responsible for the handling and accounting of all funds received and disbursed pursuant to this Agreement in the same manner as the Idaho Dairymen's Association.

8. **No Third Party Beneficiaries; Disclaimer of Agency.** This Agreement is for the sole benefit of the IDWLT and the Participants. Nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except to the extent IDWLT is authorized to act on behalf of Participants, nothing in this Agreement shall constitute IDWLT as a legal representative or agent of the Association, its members or Participants; and except as otherwise expressly provided in this Agreement, IDWLT does not undertake to perform any obligation of the Association, its members or Participants, whether regulatory or contractual.

9. **No Representations or Warranties.** IDWLT has undertaken to use its best efforts to perform its responsibilities under this Agreement to avoid or minimize potential curtailment of the commercial stock water rights of Participants. IDWLT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, HOWEVER, THAT THE MITIGATION AGREEMENT, OR ACTIONS TAKEN BY IDWLT UNDER THIS AGREEMENT NOW OR IN THE FUTURE WILL BE DEEMED SUFFICIENT BY THE IDAHO DEPARTMENT OF WATER RESOURCES TO AVOID PRIORITY ADMINISTRATION, INCLUDING CURTAILMENT, OF A PARTICIPANT'S GROUND WATER RIGHTS, OR THAT SUFFICIENT STORAGE OR OTHER WATER SOURCES OR MITIGATION ACRES WILL BE AVAILABLE TO SATISFY THE REQUIREMENTS OF THE MITIGATION AGREEMENT OR APPLICABLE ADMINSTRATIVE ORDERS. NEITHER THIS AGREEMENT NOR THE MITIGATION AGREEMENT AFFECT OR PROVIDE A SAFE HARBOR FOR ANY DIVERSIONS OF GROUND WATER FROM THE ESPA UNDER IRRIGATION WATER RIGHTS HELD BY THE PARTICIPANTS HERETO OR BY ANY ASSOCIATION MEMBERS.

(End of Text)

Dated effective the date first written above.

IDAHO DAIRY LAND AND WATER TRUST

By: _____

PARTICIPANT

_____

(See attached signature page)

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT
Brad Fife

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name
B&B Dairy LLC

Number of Cows 1100

145 E 600 N. Rupert Id. 83350
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls

On this 5th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Brad Fife, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JANET T. BOLICH

Janet T. Bolich
Notary Public for Idaho
Residing at Jerome Id
My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT
Gilbert Wilcox

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Desert Dairy

Number of Cows 600

1674 W 300 N
Mailing Address Blackfoot Idaho 83221

Gilbert Wilcox
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Gilbert Wilcox, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JANETT PARISH

Janett T.
Notary Public for Idaho
Residing at Jerome, Id
My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT
Jose Humberto Borba

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Borba Dairy

Number of Cows 500

214 E. 400 N.
Mailing Address

José H. Borba
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared José H. Borba, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JANET T. ROLICH

Janet T. Rolich
Notary Public for Idaho
Residing at Jerome Id
My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Dinis Dairy #2

Number of Cows 415

1871 E. 2900 S. Wendell
Mailing Address

Manuel Dinis
By:

State of Idaho)
) ss.
County of)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Manuel Dinis Dairy, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO NOTARY PUBLIC JOHN R GIBSON

John R Gibson
Notary Public for Idaho
Residing at Twin Falls
My Commission expires April 12 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

ON A ShoeString Dairy

Number of Cows 2000

1651 ShoeString Rd Gooding ID
Mailing Address

Gary R. Coleman
By:

State of Idaho)
County of Twin Falls) ss.
)

On this 6 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Gary R Coleman, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that He executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

John R Gibson
Notary Public for Idaho
Residing at Kimberly Idaho
My Commission expires April 12, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name
Box Canyon Dairy #1

Number of Cows 4200

P.O. Box 140, Wendell, ID. 83355
Mailing Address

By: Jeannie

State of Idaho)
) ss.
County of Twin Falls)

On this 14th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Jeannie Lyn Wolverton, known or identified to me to be the participant whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

LAUNA JAYO
NOTARY PUBLIC
STATE OF IDAHO

Launa Jayo
Notary Public for Idaho
Residing at Kimberly, ID
My Commission expires 9-1-2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name
Box Canyon Dairy #3

Number of Cows 900

P.O. Box 140, Wendell, Id. 83355
Mailing Address

By: Jeannie Lyn Wolverton

State of Idaho)
) ss.
County of Twin Falls)

On this 14th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Jeannie Lyn Wolverton, known or identified to me to be the participant whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

LAUNA JAYO
NOTARY PUBLIC
STATE OF IDAHO

Launa Jayo
Notary Public for Idaho
Residing at Kimberly, ID
My Commission expires 9-1-2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name
Box Canyon Dairy # 5

Number of Cows 900

P.O Box 149 Wendell, ID. 83355
Mailing Address

By: Jeannie Lyn Wolverton

State of Idaho)
) ss.
County of Twin Falls)

On this 14th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Jeannie Lyn Wolverton, known or identified to me to be the participant whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

LAUNA JAYO
NOTARY PUBLIC
STATE OF IDAHO

Launa Jayo
Notary Public for Idaho
Residing at Kimberly, ID
My Commission expires 9-1-2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name

Hidden Valley Dairy Farms

Number of Cows 300 - 350

1115 N. 1650 W. - Paul, Idaho - 83347
Mailing Address

Afton Van Tassell
By:

State of Idaho)
) ss.
County of Cassia)

On this 15th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Afton VanTassell, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

KENNETH C. WELLS
Notary Public
State of Idaho

Notary Public for Idaho
Residing at 112 E main Burley ID
My Commission expires Aug 31, 2013

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Nelsen Dairy

Number of Cows 520

600 North 120
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 14 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Jack Nelson, known or identified to me to be the _____ whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public for Idaho
Residing at 1864 Blue Lake Blvd TF
My Commission expires 1-21-2007

KATHERINE JONES
NOTARY PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name
Don German Dairy

Number of Cows 700

144 West 400 North
Mailing Address Jerome ID

By: Theresa German

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Theresa German, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

STATE OF IDAHO NOTARY PUBLIC JOHN R GRESCH

John R Gresch
Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12, 2011

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Verbree Dairies (Dairy #3)

Number of Cows 1416

P.O. Box 30 Wendell Id 83355
Mailing Address

By Jack Verbree

State of Idaho)
) ss.
County of Twin Falls)

On this 15 day of November in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Jack Verbree, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

HEATHER McCALL
NOTARY PUBLIC
STATE OF IDAHO

Heather McCall
Notary Public for Idaho
Residing at Filer, ID
My Commission expires 10/1/2013

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Giltner Dairy LLC

Number of Cows 2381

450 E 100S Jerome, ID 83338
Mailing Address

By: [signature]

State of Idaho)
) ss.
County of)

On this 15th day of November in the year of 2007, before me, a Notary Public in and for said State, personally appeared Jani McCoy, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

BONNIE AMBROSE
Notary Public
State of Idaho

Bonnie Ambrose
Notary Public for Idaho
Residing at Jerome Idaho
My Commission expires 12-19-11

1408

$1408.00

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name

C DeKruyf

Number of Cows 3200

303W 300S Jerome ID 83338
Mailing Address

Tim DeKruyf
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared C DeKruyf, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO NOTARY PUBLIC JOHN R GIBSON

John R Gibson
Notary Public for Idaho
Residing at Kimberly Idaho
My Commission expires April 19, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

V&C Dairy - Frank W. Veenstra

Number of Cows 1000

2675 S. 1300 E., Hagerman, ID 83332
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared V&C Dairy - Frank W Veenstra, known or identified to me to be the same whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

V-3 Dairy - Frank W. Veenstra

Number of Cows 200

2675 S. 1300 E., Hagerman, ID 83332
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared V-3 Dairy - Frank W Veenstra, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that He executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Si Ellen #1

Number of Cows 2850

539 South 800 East Jerome Id. 83338
Mailing Address

J.M. Roth
By

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared J.M. Roth, known or identified to me to be the _____ whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Rebecca L Harshbarger
Notary Public for Idaho
Residing at Twin Falls
My Commission expires 2-25-09

REBECCA L. HARSHBARGER
NOTARY PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Si-Ellen #2

Number of Cows 2800

539 South 800 East Jerome Id. 83338
Mailing Address

By: J. M. Roth

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared J.M. Roth, known or identified to me to be the _____ whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Rebecca L Harshbarger
Notary Public for Idaho
Residing at Twin Falls
My Commission expires 2-25-09

REBECCA L. HARSHBARGER
NOTARY PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

DEELSTRA DAIRY

Number of Cows 1100

1013 E 3100 S WENDELL, ID 83350
Mailing Address

PETE DEELSTRA
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Deelstra Dairy, known or identified to me to be the SAM whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO NOTARY PUBLIC JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly Idaho
My Commission expires April 12 2012

$1,034

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

V and L Dairy 1 & 2

Number of Cows 7,350

1444 E 2950 S, Wendell, Id 83355

Mailing Address

By: [signature]

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared K & L Dairy's #1 & 2, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that He executed the same.

STATE OF IDAHO NOTARY PUBLIC JOHN R GIBSON

[signature]
Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name

John W. Wright

Number of Cows 425

3451 S. 2200 E. Wendell, Id 83355
Mailing Address

John W. Wright
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared John W. Wright, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
MEGAN ANDERSON

Megan Anderson
Notary Public for Idaho
Residing at Hazelton, ID
My Commission expires 10/22/13

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT
Alan Reed

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Reed's Dairy Inc

Number of Cows 275

2660 West Broadway Idaho Falls ID 83402
Mailing Address

Alan Reed
By:

State of Idaho)
County of Twin Falls ss.

On this 5th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Alan Reed, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JANET T. BOLICH

Janet T. Bolich
Notary Public for Idaho
Residing at Jerome Id
My Commission expires 04/26/11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

Cory VanDyk

Dairy Name

Van Dyk & Sons Dairy

Number of Cows 1350

3578 S. 1500 E. Wendell ID 83355

Mailing Address

By: Cory VanDyk

☐ Mitigation Participant

☒ Administrative Cost Participant

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Cory VanDyk, known or identified to me to be the Person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO NOTARY PUBLIC MEGAN ANDERSON

Megan Anderson
Notary Public for Idaho
Residing at Hazelton, ID
My Commission expires 10/22/13

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name
4-Bros Dairy Inc

Number of Cows 9000 x .44

Mailing Address
4250 250 West Shoshone ID 83352

By: Andrew Pitfield

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared 4-Bros Dairy Inc, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO NOTARY PUBLIC JOHN R GIBSON

John R Gibson
Notary Public for Idaho
Residing at Kimberly
My Commission expires 4-12-2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Southfield Dairy #2

Number of Cows 2500

3808 So 1600 E Wendell
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 20 07 before me, a Notary Public in and for said State, personally appeared Southfield Dairy #2, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Westpoint Farms

Number of Cows 5000 00

1447 E 3100 So Wendell
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Westpoint Farms, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that They executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 13, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Udderly Gold Dairy, Ken Luth, Haagsma Family Trust

Number of Cows 1058

P.O. Box 518 Hagerman ID 83332
Mailing Address

Ken Luth
By:

State of Idaho)
) ss.
County of)

On this 7th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Kenneth L Luth, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Monaleen M Allen
Notary Public for Idaho
Residing at Bliss, Id 83314
My Commission expires 12-22-2011

MONALEEN M. ALLEN
NOTARY PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Big Sky Dairy, North

Number of Cows 3500

PO Box 407 Jerome ID 83338
Mailing Address

By:

State of Idaho)
) ss.
County of Jerome)

On this 6 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Russell Visser, known or identified to me to be the owner/partner Big Sky Dairy whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

JONICA SOMERSET NOTARY PUBLIC STATE OF IDAHO

Jonica Somerset
Notary Public for Idaho
Residing at Jerome
My Commission expires July 31, 2008

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name

Golden Valley Dairy

Number of Cows _____

_____
Mailing Address

John Beukers
By:

State of Idaho)
) ss.
County of)

On this 7th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared John Beukers, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

HEIDI JO FIALA NOTARY PUBLIC STATE OF IDAHO

Heidi Jo Fiala
Notary Public for Idaho
Residing at Kimberly Idaho
My Commission expires 9/2011

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Gooding Heifer Ranch LLC, Dietrich

Number of Cows 1000

PO Box 407 Jerome ID 83338
Mailing Address

By:

State of Idaho)
) ss.
County of Jerome)

On this 6 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Russell Visser, known or identified to me to be the Member of Gooding Heifer Ranch, LLC whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

JONICA SOMERSET NOTARY PUBLIC STATE OF IDAHO

Jonica Somerset
Notary Public for Idaho
Residing at Jerome
My Commission expires July 31, 2008

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name

Gerratt Dairy

Number of Cows 1305

1659 E 2200 S. Gooding, ID 83330
Mailing Address

Becky Gerratt
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 20th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Becky Gerratt, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

KRISTI DUNN NOTARY PUBLIC STATE OF IDAHO

Kristi Dunn
Notary Public for Idaho
Residing at Jerome Idaho
My Commission expires 4-18-13

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name

Gerratt Dairy 2

Number of Cows 1800

1659 E 2200 S. Gooding, ID 83330
Mailing Address

Becky Gerratt
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 20th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Becky Gerratt, known or identified to me to be the Individual whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

Kristi Dunn
Notary Public for Idaho
Residing at Jerome, Idaho
My Commission expires 4-18-13

KRISTI DUNN
NOTARY
PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name

Turner Dairy

Number of Cows 960

1747 E. 1700 S. Gooding Id 83330
Mailing Address

By:

State of Idaho)
) ss.
County of GOODING)

On this 20th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared "Chuck" Charles K. Turner, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that HE executed the same.

SUE YOUNG
NOTARY PUBLIC
STATE OF IDAHO

Sue Young
Notary Public for Idaho
Residing at Gooding, Id
My Commission expires 09-28-2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☐ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name

Whitesides Dairy

Number of Cows 7040

719 AE 700N Rupert Id. 83350
Mailing Address

By:

State of Idaho)
) ss.
County of)

On this 26 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Steven Whitesides, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that person executed the same.

Curtis A. Stoker
Notary Public for Idaho.
Residing at Cassia County
My Commission expires 8/26/2011

CURTIS A. STOKER
NOTARY
PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☑ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Manuel Dairy

Number of Cows 600

1796 E. 2800 S. Wendell
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Manuel Dairy, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that They executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly
My Commission expires April 12 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

■ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

~~[illegible]~~ Tulip Dairy

Number of Cows 855

3453 S. 1950 E
Mailing Address

By: Reitsma, Trustee

State of Idaho)
) ss.
County of Gooding)

On this 8 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Jawe Reitsma, known or identified to me to be the person / Trustee whose name is subscribed to the within instrument, and acknowledged to me that She executed the same.

BRUCE F. LUTZ NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Hagerman, Idaho
My Commission expires January 23, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

John Gomez - G and H DAIRY

Number of Cows 1900

3204S 1800 E Wendell
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared John Gomez - G & H Dairy, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that They executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires Apr 1 12-2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Double V, LLC (Dairy #1)

Number of Cows 2,800

1587 E. 3100 S. Wendell, ID 83355
Mailing Address

By: [signature]

State of Idaho)
) ss.
County of)

On this 12 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Ray Vanderbegt, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that person executed the same.

[signature]
Notary Public for Idaho
Residing at Buhl, Idaho
My Commission expires 03-06-2012

BARBARA GARTNER NOTARY PUBLIC STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Double V, LLC (Dairy #2)

Number of Cows 560

1587 E. 3100 S. Wendell, ID 83355
Mailing Address

By:

State of Idaho)
) ss.
County of)

On this 12 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Ray Vandervegt, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that person executed the same.

Barbara Gartner
Notary Public for Idaho
Residing at Buhl, ID
My Commission expires 03/06/2012

BARBARA GARTNER NOTARY PUBLIC STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
Box Canyon Dairy #4

Number of Cows 650

P.O. Box 140 Wendell, ID 83355
Mailing Address

By: Jeannie

State of Idaho)
) ss.
County of Twin Falls)

On this 14th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Jeannie Lyn Wolverton, known or identified to me to be the participant whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

LAUNA JAYO
NOTARY PUBLIC
STATE OF IDAHO

Launa Jayo
Notary Public for Idaho
Residing at Kimberly, ID
My Commission expires 9-1-2012

NORT

PAY TO THE ORDER OF Idaho Da

Six Thousand Seve

Idaho Dairy
1182 Eastlan
Suite A
Twin Falls, ID

MEMO

⑈0063

BOX CANYON DAIRY Wendell, ID

Idaho Dairy Water
Professional Fees

Northwest Farm Credi

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Box Canyon Dairy (Dairy #2)

Number of Cows 1200

Mailing Address

By: Jeannie Wolverton

State of Idaho)
) ss.
County of Twin Falls)

On this 13th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Jeannie Lyn Wolverton, known or identified to me to be the participant whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

HEATHER McCALL
NOTARY PUBLIC
STATE OF IDAHO

Heather McCall
Notary Public for Idaho
Residing at Filer
My Commission expires 10/1/2013

36-8362
36-7641

PARTICIPANT'S SIGNATURE PAGE

PARTICIPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

DARYL HILT DAIRY

Number of Cows 516 COWS

2163 S 1700 E GOODING, ID 83330
Mailing Address

Daryl Hilt
By:

State of Idaho)
) ss.
County of)

On this 14 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared DARYL HILT, known or identified to me to be the Person whose name is subscribed to the within instrument, and acknowledged to me that He executed the same.

Kelly James DeLange
Notary Public for Idaho
Residing at 645 MAIN ST. GOODING IDAHO
My Commission expires 10-08-09

KELLY JAMES DELANGE
NOTARY PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
Edward Ciocca/Ciocca Dairy

Number of Cows 1030

1674 E 2900 S Wendell, ID 83355
Mailing Address

Edward M Ciocca
By:

State of Idaho)
) ss.
County of)

On this 13 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Edward M Ciocca, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Monaleen M Allen
Notary Public for Idaho
Residing at Twin Falls 83314
My Commission expires 12-22-2011

MONALEEN M. ALLEN
NOTARY
PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☒ Administrative Cost Participant

Dairy Name

Verbree Dairies (Dairy #2)

Number of Cows 1850 Mitigating 333 admin

P.O. Box 30, Wendell, Id 83355
Mailing Address

Jack Verbree
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 15 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Jack Verbree, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

HEATHER McCALL
NOTARY PUBLIC
STATE OF IDAHO

Heather McCall
Notary Public for Idaho
Residing at Filer, Idaho
My Commission expires 10/1/2013

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Verbree # Dairies (Dairy #1)

Number of Cows 2478

P.O. Box 30, Wendell, Id 83355
Mailing Address

By: [signature]

State of Idaho)
) ss.
County of Twin Falls)

On this 15 day of November in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Jack Verbree, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

HEATHER McCALL
NOTARY PUBLIC
STATE OF IDAHO

Heather McCall
Notary Public for Idaho
Residing at Filer, Idaho
My Commission expires 10/1/2013

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Verbree Dairies (Dairy #4)

Number of Cows 1593

P.O. Box 30 Wendell Id 83355
Mailing Address

Jack Verbree
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 15th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Jack Verbree, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

HEATHER McCALL
NOTARY PUBLIC
STATE OF IDAHO

Heather McCall
Notary Public for Idaho
Residing at Filer, Id
My Commission expires 10/1/2013

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Veenhouwer Dairy

Number of Cows 1,400

309 Bob Barton Rd Jerome, IDAHO 83338
Mailing Address

D. Veenhouwer
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 15 day of NOVEMBER, in the year of 2007, before me, a Notary Public in and for said State, personally appeared David Veenhouwer, known or identified to me to be the _____ whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

KATHERINE JONES
NOTARY PUBLIC
STATE OF IDAHO

Katherine Jones
Notary Public for Idaho
Residing at Twin Falls
My Commission expires 1-21-2009

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

County Line Dairy LLC.

Number of Cows 500

2249 E. 3200 S. Wendell, ID 83355
Mailing Address

By: Michelle deJong

State of Idaho)
) ss.
County of Jerome)

On this 8th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Michelle deJong, known or identified to me to be the Member of County Line Dairy, LLC whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

KAMI M. WRIGHT
NOTARY PUBLIC
STATE OF IDAHO

Kami M. Wright
Notary Public for Idaho
Residing at Jerome County
My Commission expires October 22, 2013

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
Rolling Rock Dairy

Number of Cows 650

P.O Box 566 Jerome ID 83338
Mailing Address

Joe DeMello Jr
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 16th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Joe DeMello, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

HEATHER McCALL
NOTARY PUBLIC
STATE OF IDAHO

Heather McCall
Notary Public for Idaho
Residing at Filer, ID
My Commission expires 10/1/2013

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Andresen Dairy, LLC

Number of Cows 11

2332 E 3700 N Filer
Mailing Address

Tim Andresen
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 14th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Tim Andresen, known or identified to me to be the Member whose name is subscribed to the within instrument, and acknowledged to me that Tim Andresen executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JENNIFER COWGER

Jennifer Cowger
Notary Public for Idaho
Residing at Kimberly
My Commission expires 11-24-10

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☑ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
M&P Dairy LLC

Number of Cows 1145

248 East 200 North
Mailing Address

Sandy Pittock
By:

State of Idaho)
) ss.
County of)

On this 15th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Sandy Pittock, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

BOBBIE AMBROSE
Notary Public
State of Idaho

Bobbie Ambrose
Notary Public for Idaho
Residing at Jerome Idaho
My Commission expires 12-19-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☑ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Larry S. Gulick

Number of Cows 270 head

329 S 300 E Jerome ID 83338
Mailing Address

Larry S Gulick
By:

State of Idaho)
) ss.
County of)

On this 15th day of Nov., in the year of 2007, before me, a Notary Public in and for said State, personally appeared Larry Gulick, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that person executed the same.

CLAUDIA JOHNS NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Twin Falls
My Commission expires 07/2011

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Van Beek Dairy #2

Number of Cows 2843

83 west 600 south Jerome
Mailing Address

By:

State of Idaho)
) ss.
County of)

On this 16 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Lorry Bos, known or identified to me to be the owner whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

David R Stout
Notary Public for Idaho
Residing at Kimberly Idaho
My Commission expires Sept. 8, 2012

DAVID R. STOUT
Notary Public
State of Idaho

PARTICIPANT'S SIGNATURE PAGE .

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Van Beek Dairy #1

Number of Cows 1657

83 West 600 South Jerome
Mailing Address

Larry Bos
By

State of Idaho)
) ss.
County of)

On this 16 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Larry Bos, known or identified to me to be the Owner whose name is subscribed to the within instrument, and acknowledged to me that 16 executed the same.

DAVID R. STOUT
Notary Public
State of Idaho

David R. Stout
Notary Public for Idaho
Residing at Kimberly Idaho
My Commission expires Sept. 8, 2012

6491.

1989

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

C Detroit Rainbow

Number of Cows 900

303 W 300 S Jerome ID 83338

Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared C Detroit S Rainbow, known or identified to me to be the SAM whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO NOTARY PUBLIC JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12, 2012

PARTICIPANT'S SIGNATURE PAGE

$3,094.00

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

C DeKruyf

Number of Cows 1400

303 W 300S Jerome ID 83338

Mailing Address

Tim DeKruyf

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared C. DeKruyf, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that He executed the same.

STATE OF IDAHO NOTARY PUBLIC JOHN R. GIBSON

John R Gibson
Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12, 2011

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Dennis Boer Dairy

Number of Cows 1450

351 Bob Barton, Jerome, ID 83338
Mailing Address

By: Dennis Boer

State of Idaho)
) ss.
County of)

On this 19th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Dennis Boer, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that Dennis Boer executed the same.

JENNIFER M. BOS
NOTARY PUBLIC
STATE OF IDAHO

Jennifer M. Bos
Notary Public for Idaho
Residing at Jerome, Idaho
My Commission expires 5/20/08

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Hurtado Dairy

Number of Cows 3400

3232 S 1800 E Wendell
Mailing Address

Jesse Hurtado
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Hurtado Dairy, known or identified to me to be the SAMO whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

John R Gibson
Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 4, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Veenstra Dairy - Frank W. Veenstra
(V-1 & V-2)

Number of Cows 2350

2675 S. 1300 E., Hagerman, ID 83332
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Veenstra Dairy - Frank W. Veenstra known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that We executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly - Idaho
My Commission expires April 12 - 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

White Clover

Number of Cows 2800

539 South 800 East Jerome Id. 83338
Mailing Address

By: J.M. Roth

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared John Michael Roth, known or identified to me to be the member whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

REBECCA L. HARSHBARGER
NOTARY PUBLIC
STATE OF IDAHO

Rebecca L Harshbarger
Notary Public for Idaho
Residing at Twin Falls
My Commission expires 2-25-09

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

South View Drys (Fleming)

Number of Cows 450

3550 S. 1950 E. Wendell, ID 83355
Mailing Address

By: [signature]

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared South View Dairy, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that They executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

[signature]
Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

South View Dairy

Number of Cows 1650

3550 S. 1950 E. Wendell, ID 83355
Mailing Address

By: William DeJong

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Southview Dairy, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

John Gibson
Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
Alves Dairy

Number of Cows 700

2306 E 3600 S
Mailing Address

Don Clardema
By:

State of Idaho)
) ss.
County of)

On this 16th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Donald J Hardema, known or identified to me to be the partner whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

SHEILA L. LEE
NOTARY PUBLIC
STATE OF IDAHO

Sheila L. Lee
Notary Public for Idaho
Residing at Jerome
My Commission expires ~~[illegible]~~ 10/9/13

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

Harry Bokma

Dairy Name

Bokma Dairy #2

Number of Cows 900

3919 North 1000 East Buhl IDAHO 83316

Mailing Address

Harry Bokma

By:

☒ Mitigation Participant

☐ Administrative Cost Participant

State of Idaho)
) ss.
County of)

On this 5th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Harry Bokma, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO NOTARY PUBLIC JANET T. BOLICH

Janet T. Bolich

Notary Public for Idaho

Residing at Jerome, Id

My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Michael E Musser
Dairy Name

Shady Grove Dairy Farm

Number of Cows 820

2216 HWY 26 Gooding ID 83330
Mailing Address

Michael E Musser
By:

State of Idaho)
) ss.
County of Twin Falls

On this 5th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Michael E. Musser known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO NOTARY PUBLIC JANET T. BOLICH

Janet T. Bolich
Notary Public for Idaho
Residing at Jerome Id
My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT
Al Rocha

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
Rocha Dairy

Number of Cows 2,000

3164 S 2050 E, Wendell Id 83355
Mailing Address

X Eladio Al Rocha
By:

State of Idaho)
County of Twin Falls) ss.

On this 5th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Al Rocha, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JANET T. BOLICH

Janet T. Bolich
Notary Public for Idaho
Residing at Jerome Id
My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT ☒ Mitigation Participant
George Manuel Nunes ☐ Administrative Cost Participant

Dairy Name
Nunes Brothers Dairy

Number of Cows 1300

2933 South 1500 East, Wendell Id 83355
Mailing Address

X George M. Nunes
By:

State of Idaho)
County of Twin Falls ss.

On this 5th day of November 2007, in the year of 20____, before me, a Notary Public in and for said State, personally appeared George M. Nunes, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO NOTARY PUBLIC JANET T. BOLICH

Janet T. Bolich
Notary Public for Idaho
Residing at Jerome Id
My Commission expires 0426-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

x Theodore Baar

Dairy Name

Ted Baar Dairy

Number of Cows 820

350 S. 300W Jerome

Mailing Address

x Theodore Baar Jr

By:

☒ Mitigation Participant

☐ Administrative Cost Participant

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Theodore Baar Jr., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO NOTARY PUBLIC JANET T. BOLICH

Janet T. Bolich

Notary Public for Idaho

Residing at Jerome, Id

My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT
Jane F Ledbetter
Dairy Name

☒ Mitigation Participant
☐ Administrative Cost Participant

Ted Miller Dairy LLC

Number of Cows 1871

268 S. 500 W. Jerome 83338
Mailing Address

Jane F Ledbetter
By:

State of Idaho)
) ss.
County of Twin Falls

On this 5th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Jane F Ledbetter, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JANET T. BOLICH

Janet T. Bolich
Notary Public for Idaho
Residing at Jerome Id
My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
4-BROS DAIRY INC

Number of Cows 37-8813 — 500 cows BARN #1
37-8814 1200 cow

Mailing Address
4250 2500 SHOSHONE ID 83352

By: [signature]

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared 4-Bros Dairy Inc, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that They executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

[signature]
Notary Public for Idaho.
Residing at Kimberly
My Commission expires 4-12-12

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Canyonside Dairy

Number of Cows 1100

3751 S. 2400 E. Jerome
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Canyonside Dairy, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
Boer Dairy LLC.

Number of Cows 3300

466 S. 200 W. Jerome, Id.
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Boer Dairy LLC, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly
My Commission expires April 12 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

K & W Dairy

Number of Cows 1350

466 S. 200 W. Jerome, Id.

Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared K & W Dairy, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly
My Commission expires 4-12-2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Southfield Dairy

Number of Cows 2200

3808 So 1600 E Wendell
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Southfield Dairy, known or identified to me to be the Same whose name is subscribed to the within instrument, and acknowledged to me that They executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires April 12 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Boot Jack Dairy

Number of Cows 850

PO Box 856 Shoshone Id. 83352
Mailing Address

Doug Kerner
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 5th day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Doug Kerner, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JANET T. BOLICH

Janet T. Bolich
Notary Public for Idaho
Residing at Jerome Id
My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
Longview Dairy

Number of Cows 1400

Mailing Address 381 Bob Barton Rd, Jerome Id.

By [signature]

State of Idaho)
) ss.
County of)

On this 5th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Bob Krucker, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Lori D Daniels
Notary Public for Idaho
Residing at Jerome, Idaho
My Commission expires 03-17-11

LORI D. DANIELS
NOTARY PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☑ Mitigation Participant
☑ Administrative Cost Participant

Dairy Name

Vander Vegt Dairy Irene

Number of Cows 1200

76 East 400 South Jerome, Idaho 83338
Mailing Address

Irene VanderVegt
By:

State of Idaho)
) ss.
County of Twin Falls)

On this 08 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Irene VanderVegt, known or identified to me to be the Owner whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

STATE OF IDAHO NOTARY PUBLIC PATRICIA L. EVANS

Patricia L Evans
Notary Public for Idaho
Residing at Twin Falls Idaho
My Commission expires 03-11-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
Si-Ann Dairy

Number of Cows 675

145 E. 400 S. Jerome ID 83338
Mailing Address

Anna Sybrandy
By:

State of Idaho)
) ss.
County of)

On this 13 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Si-Ann Dairy, Anna Sybrandy, known or identified to me to be the SAME whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

STATE OF IDAHO
NOTARY
PUBLIC
JOHN R GIBSON

John R Gibson
Notary Public for Idaho
Residing at Kimberly, Idaho
My Commission expires Jan 1 24 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

Connie Thompson

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Standing 16 Ranch

Number of Cows 680 yd (75 at Glenn denning Place)

335 N 300 N, Jerome, Id

Mailing Address

Connie Jo Thompson

By:

State of Idaho)
) ss.
County of Twin Falls

On this 5th day of November in the year of 2007, before me, a Notary Public in and for said State, personally appeared Connie Thompson, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

STATE OF IDAHO NOTARY PUBLIC JANET T. BOLICH

Janet T. Bolich
Notary Public for Idaho
Residing at Jerome Id
My Commission expires 04-26-11

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name
Vanderham Dairy

Number of Cows 1100

85 south 300 west Jerome, Id 83338
Mailing Address

By:

State of Idaho)
) ss.
County of JEROME)

On this 24 day of NOVEMBER, in the year of 2007, before me, a Notary Public in and for said State, personally appeared KENNY VANDERHAM, known or identified to me to be the PERSON whose name is subscribed to the within instrument, and acknowledged to me that HE executed the same.

CORINE HAVERFIELD NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at MERIDIAN, ID
My Commission expires 6-14-13

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Vanderham Bros. - Wendell

Number of Cows 2100

85 sout 300 west - Jerome, Id. 83338
Mailing Address

By:

State of Idaho)
) ss.
County of JEROME)

On this 24 day of NOVEMBER, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared KENNY VANDERHAM, known or identified to me to be the PERSON whose name is subscribed to the within instrument, and acknowledged to me that HE executed the same.

CORINE HAVERFIELD NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at MERIDIAN, ID
My Commission expires 6-14-13

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

DeWit Dairy

Number of Cows 3200

2011 BoB Barton Wendell ID 83355
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 27 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Tony DeWit, known or identified to me to be the Partner whose name is subscribed to the within instrument, and acknowledged to me that Tony DeWit executed the same.

STATE OF IDAHO NOTARY PUBLIC JENNIFER COWGER

Jennifer Cowger
Notary Public for Idaho
Residing at Kimberly
My Commission expires 11-24-10

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

DOUBLE B DAIRY, LLC

Number of Cows 3,000

2930 S. 2300 E WENDELL 83355
Mailing Address

By: RICK ONAINDIA, PARTNER

State of Idaho)
) ss.
County of)

On this 21 day of NOV., in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Rick Onaindia, known or identified to me to be the partners whose name is subscribed to the within instrument, and acknowledged to me that partner executed the same.

KARRIE ROSE JAMES NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at 2305 S. 1800 E. Gooding
My Commission expires Oct. 17, 2011

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

BETTENCOURT 1, 2 & 2, 3, 5 (old) & 6

Number of Cows 22,000.

2930 S. 2300 E
WENDELL ID 83355
Mailing Address

By:

State of Idaho)
) ss.
County of)

On this 28 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Luis Bettencourt, known or identified to me to be the Mitigation Participant whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Karrie Rose James
Notary Public for Idaho
Residing at 2305. 1800E. Gooding
My Commission expires Oct. 17, 2011

KARRIE ROSE JAMES
NOTARY
PUBLIC
STATE OF IDAHO

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Stouder Holstein

Number of Cows ~~[illegible]~~ 2102

455 Bob Barton Rd. Jerome, ID 83338
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls

On this 7 day of December, in the year of 2007, before me, a Notary Public in and for said State, personally appeared William Stouder, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Deborah M. Fountain
Notary Public for Idaho
Residing at Filer, Idaho
My Commission expires 8/7/13

DEBORAH M. FOUNTAIN
Notary Public
State of Idaho

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☑ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Diamond B dairy

Number of Cows 1000

2169 E. 3200 South
Mailing Address

Ken Brandsma
By:

State of Idaho)
) ss.
County of Jerome)

On this 17th day of December, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Ken Brandsma, known or identified to me to be the Person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

CAROL K. SQUIRE
NOTARY PUBLIC
STATE OF IDAHO

Carol K. Squire
Notary Public for Idaho
Residing at Burley, Idaho
My Commission expires 11/23/2009

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☑ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Horizon Organic

Number of Cows 4500

12002 Airport Way, Broomfield, Co 80021
Mailing Address

By:

State of Idaho)
) ss.
County of)

On this 4th day of December, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared Roger Theodoredis, known or identified to me to be the Sr. V.P. & Division General Counsel whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

DEBBIE K. SMITH NOTARY PUBLIC STATE OF COLORADO

Notary Public for ~~Idaho~~ Colorado
Residing at Weld County Colorado
My Commission expires 3/14/08

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☑ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Diamond Three Dairy

Number of Cows 640

7S6E 1000N Shelley ID 83274

Mailing Address

Brian Esplin

By:

State of Idaho)
) ss.
County of Bingham)

On this 28th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Brian Esplin, known or identified to me to be the owner whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

ANNA STAPLES
Notary Public
State of Idaho

Anna Staples
Notary Public for Idaho.
Residing at Firth, Idaho
My Commission expires May 23, 2009

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Prince #1

Number of Cows 700

3067 S. 3000 E Wendell Id 83355

Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 29 day of November, in the year of 20 07, before me, a Notary Public in and for said State, personally appeared James Prince, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

HOLLY BLAND
NOTARY PUBLIC

Notary Public for Idaho
Residing at Twin Falls - Banner Bank
My Commission expires April 28, 2012

PARTICIPANT'S SIGNATURE PAGE

PARTICPANT

☒ Mitigation Participant
☐ Administrative Cost Participant

Dairy Name

Prince #3

Number of Cows 500

3067 S. 3000 E Wendell, Id 83355
Mailing Address

By:

State of Idaho)
) ss.
County of Twin Falls)

On this 29 day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared James Prince, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Holly Bland
Notary Public for Idaho
Residing at Twin Falls
My Commission expires April 28, 2012

NOTARY PUBLIC

HOLLY BLAND
NOTARY PUBLIC
STATE OF IDAHO

Name	Water Right No.	Priority Date	Authorized CFS	Authorized AFA
Aardema Dairies (Aardema Jerseys)	36-8169	4/6/1983	0.26	20.0
Aardema, Cornelia/Frans (Box Canyon Dairy #1)	36-8362	6/3/1988	1.00	116.4
Aardema, Donald (VanBeek #2)	36-8548	5/11/1990	0.06	6.7
K & W Dairy (Canyonside Dairy)	36-10225D	5/1/1985	0.06	8.7
Aardema, Donald (St Bridgets Dairy)	36-7734	3/11/1977	1.00	23.4
Aardema, Donald (Aardema Jerseys)	36-15256D	3/15/1975	0.11	35.5
Aardema, Donald (Mirkin Dairy)	36-8517	4/3/1990	0.04	16.3
A K Coral Cay Trust (Old George Alves Dairy - Aardema)	36-8418	3/16/1989	0.48	106.0
Baar Ted (Ted Baar Dairy)	36-8478	11/7/1989	0.47	41.9
Bettencourt, Luis (Bettencourt Dairy #1)	36-8135	11/5/1983	0.06	43.4
Bettencourt, Luis (Bettencourt Dairy #3)	36-14595B	5/1/1978	0.10	14.8
Bettencourt, Luis (Bettencourt Dairy #2)	36-8062	2/9/1982	0.05	16.6
Bettencourt, Luis (Bettencourt Dairy #5/Drys)	36-8411	4/18/1989	0.50	100.3
Boer, Adrian (Boer Dairy LLC)	36-8359	6/15/1988	0.29	77.7
Boer, Dennis (Dennis Boer Dairy)	36-7732B	10/21/1977	0.40	58.3
Boer, Dennis (Dennis Boer Dairy)	36-7732D	10/21/1977	0.34	68.0
Bokma, Harry (Bokma Dairy #2)	36-8662	5/26/1992	0.24	29.3
Boot Jack Dairy (Herschel Kerner)	37-20396	3/16/1982	0.08	25.8
Box Canyon Dairy (Box Canyon Dairy #4)	36-7871	9/24/1979	0.96	48.7
Brandsma, Hill (County Line Dairy)	36-8140	1/21/1983	0.11	79.4
Brandsma, Ken (Diamond B Dairy)	36-8252D	10/17/1984	0.52	28.4
C DeKruyf Dairy (Legacy Dairy #2)	36-8539	4/13/1990	0.27	33.1
Canyonside Dairy (Canyonside Dairy)	36-7947	11/28/1980	0.02	1.0
Ciocca, Edward (Ciocca Dairy)	36-8672	9/23/1992	0.06	7.0
Ciocca, Edward (Ciocca Dairy)	36-8363	7/12/1988	0.22	52.1
DeKruyf, Calvin (Cal DeKruyf Dairy)	36-8481	12/4/1989	0.34	29.3
DeKruyf, Calvin (Legacy Dairy #1)	36-8530	4/5/1990	1.00	45.6
Dewit Dairy (Dewit Dairy #4)	36-8661	5/21/1992	0.26	58.1
Dewit, Neil (Dewit Dairy #1)	36-8388	5/8/2003	0.30	22.8
Dewit Dairy (Dewit Dairy #2)	36-8491	10/31/1989	0.33	78.0
Dinis, Manuel (Dinis Dairy)	36-10656	3/1/1981	0.04	14.6
Double B Dairy (Joe Brazil - Double B Dairy #1 & 2)	36-7713B	8/13/1977	0.13	20.7

Double V Dairy (Double V Dairy #1 - Ray VanderVegt)	36-8047B	12/9/1981	0.17	123.0
Double V Dairy (Double V Dairy #1 - Ray VanderVegt)	36-8047D	12/9/1981	0.26	26.1
Double V Dairy (Double V Dairy #1 - Ray VanderVegt)	36-8047F	12/9/1981	0.09	9.0
Flemingo Dairy (South View Drys - Visser/DeJong)	36-7681B	2/14/1977	0.08	15.9
Four Brothers Dairy, Inc. (Four Brothers Dairy #1)	36-8814	7/10/1983	0.10	39.1
G & G Dairy (Andreson Dairy)	36-8215	6/22/1983	0.07	10.6
G & G Dairy (Andreson Dairy)	36-8735	1/10/1992	0.13	26.5
G & G Dairy (M & P Dairy/McCoy-Pittock)	36-8532	4/10/1990	0.18	13.8
Glendenning, Rose (Glendenning Dairy/Connie Thompson)	36-8545	4/26/1990	0.09	26.3
G & H Dairy (Jesus Hurtado)	36-8396	10/20/1992	0.20	71.6
Hilt, Arie (Hilt Dairy)	36-8265	3/7/1985	0.15	19.6
Hilt, Daryl (Hilt Dairy)	37-8055	10/28/1982	0.08	22.9
Horizon Organic Dairy*	36-16046	10/19/1981	0.05	3.6
Horizon Organic Dairy*	36-16056	12/8/1981	0.61	223.2
Horizon Organic Dairy*	36-16396	12/8/1981	0.75	152.3
Horizon Organic Dairy*	36-7801	8/24/1978	0.89	106.0
Horizon Organic Dairy*	36-8005B	12/8/1981	0.27	7.5
Horizon Organic Dairy*	36-8011B	12/24/1981	0.14	8.1
Horizon Organic Dairy*	36-8014	11/4/1981	0.16	7.8
Horizon Organic Dairy*	36-8015	12/24/1981	0.46	11.2
K & W Dairy (Canyonside Dairy)	36-7779D	2/22/1978	0.19	29.4
K & W Dairy (Canyonside Dairy)	36-7832D	12/11/1978	0.02	4.5
K & W Dairy (K & W Dairy)	36-8175	4/1/1984	0.17	92.2
Ledbetter, Jane (Ted Miller Dairy)	36-8223	3/11/1984	0.62	93.3
L-M Dairy (Veenhouwer Dairy)	36-8224	6/29/1983	0.17	68.3
Long View Dairy (Bob Krucker)	36-8061	2/9/1982	0.20	67.3
MC Reits/Bettencourt, Luis (Bettencourt Dairy #6)	36-8382	8/16/1988	0.67	200.0
Nelsen Dairy (Jack Nelsen)	36-8745	11/7/1995	0.14	16.3
Pete & Jane Reitsma Living Trust (Reitsma Holsteins #1)	36-8378	7/23/1997	0.23	27.7
Verbree, Jack (Verbree Dairy #2)	36-8666	7/10/1992	0.27	61.9
Verbree, Jack (Verbree Dairy #1)	36-8667	7/10/1992	0.27	75.0
VanBeek, Dianne/John (VanBeek Dairy #1)	36-8165	4/7/1983	0.88	52.7
Nunes Brothers Dairy (George Nunes)	36-8552	6/28/1990	0.12	41.7
Reitsma, John (Jesus Hurtado - Hurtado Dairy)	36-8736	5/19/1992	0.52	268.0

Prince, James (Prince Dairy #1)	36-8505	2/23/1990	0.08	37.4
Rocha Dairy (Al Rocha)	36-8379	8/19/1988	0.34	89.4
Rolling Rock Dairy (Joe Demello)	36-8546	5/15/1990	0.08	16.4
Roth Investments, Inc. (White Clover Dairy)	36-7894B	2/26/1980	0.31	150.0
Scarrow, Jim (Scarrow Dairy #3)	36-7337K	11/25/1977	1.30	195.0
Shady Grove Dairy (Mike Musser)	37-8751	6/11/1991	0.11	47.6
South View Dairy (Visser/DeJong)	36-8578	2/8/1993	0.25	52.6
Southfield Dairy (Southfield Dairy #1)	36-8608	9/3/1991	0.43	166.0
Stouder Holsteins (Bill Stouder)	36-8225A	11/19/1983	0.54	53.8
Stouder Holsteins (Bill Stouder)	36-8225B	11/19/1983	0.18	12.4
Stouder Holsteins (Bill Stouder)	36-8350	4/5/1988	0.31	46.0
Sybrandy, Anna (Si-Ann Dairy)	36-8408	1/19/1989	0.31	56.2
Thompson, Connie (Standing 16 Ranch)	36-7337H	11/25/1977	0.30	45.0
VanBeek, Dianne/John (VanBeek Dairy #2)	36-8021	1/2/1982	0.22	46.0
VanBeek, Dianne/John (VanBeek Dairy #2)	36-8398	2/14/1995	0.51	121.0
VanBeek, Dianne/John (VanBeek Dairy #2)	36-15256B	3/15/1975	0.13	43.0
VanderVegt, Irene (VanderVegt Dairy)	36-8543	6/15/1990	0.09	52.2
Vanderham Brothers Dairy (Pete & Cornelius Vanderham)	36-8554	5/13/1990	0.23	39.3
Vanderham Dairy (Kenny Vanderham)	36-16100	5/9/1988	0.09	26.3
Vanderham, Danny (Hilltop Dairy)	36-8636	9/23/1997	0.96	39.8
Veenhouwer, David (Veenhouwer Dairy)	36-8422	4/20/1989	0.20	11.6
Veenhouwer, David (Veenhouwer Dairy)	36-8060	2/9/1982	0.20	18.5
Veenstra, Frank (Veenstra Dairy #1 & 2)	36-8100	7/13/1982	0.15	11.4
Verbree, Jack (Verbree Dairy #1)	36-8079	4/15/1982	0.06	0.6
Verbree, Jack (Verbree Heifers/Drys)	36-8199	6/15/1983	0.20	46.8
Wiersema, Lloyd (Price Dairy #3)	36-8395	9/23/1988	0.11	48.5
North Valley Milk, Inc. (Four Brothers Dairy #1)	37-8813	10/14/1983	0.13	16.3
Diamond 3 Dairy (Brian Esplin)	-	-	-	-
			Total AFA:	**4,839.4**