

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

RECEIVED

JUN 26 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the Application for Transfer Instructions for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☐ Change diversion point(s) ☒ Add diversion point(s) ☐ Ownership change ☐ Ownership split

* 1. APPLICANT(S) Russell Wiersma CACHE COW FARMS LLC Phone 2084207478

* 2. MAILING ADDRESS PO Box 793 4285 200W City Rupert

State ID Zip 83350 Email rw dutch@hotmail.com

☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.

☒ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.

☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the fee schedule.

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. LIST WATER RIGHT NUMBER(S) 36-16210, 36-16211, 36-13645

☒ Attach a copy of the water right(s) as recorded, available at www.idwr.idaho.gov, Water Right Transfers, Step 1, or by contacting any Department office. 0.19 cfs 30.4

4. TOTAL AMOUNT OF WATER transferred is 0.04 cubic feet per second and/or 5.8 acre-feet per annum.
(diversion rate) (storage volume)

5. POINT OF DIVERSION – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at www.idwr.idaho.gov, Water Right Transfers, Online Resources.

New?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
	2	SW	NW		18	10S	24E	Minidoka	Groundwater	
Yes	2	SE	NW		18	10S	24E	Minidoka	Groundwater	

⊕ per 9/29/17 Email in file KH
 * PER 7/20/17 E-MAIL IN FILE CS.
 * per 9/08/17 E-Mail in File KH

6. GENERAL INFORMATION

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

See attachment

- b. Who owns the property at the point(s) of diversion? See attachment
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

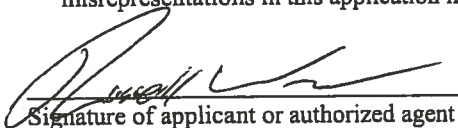
If yes, describe:

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** - ☒ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and 1/4 1/4 of section information. The *Map Tool*, available at maps.idwr.idaho.gov/TransferApplicationLayouts/ provides a satisfactory template for creating the required map.

8. **SIGNATURE** - The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.


Signature of applicant or authorized agent

Russell Wiersma
Print name and title if applicable

6/16/17
Date

Signature of applicant or authorized agent

Print name and title if applicable

Date

9. **FEE** - ☐ The application filing fee provided in Section 42-221, Idaho Code, must be submitted with the application for transfer. The Application fee is based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The Fee Schedule is available at www.idwr.idaho.gov, *Water Right Transfers, Step 4* and in the *Application for Transfer Instructions*.

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments.

Received by DJ / DM

Date 6-26-2017

Fee paid \$200-

Date 6-26-2017

Received by DM

Receipt # SD36193

Preliminary review by _____

Date _____

Active in the Water Supply Bank? Yes ☐ No ☐

W-9 received? Yes ☐ No ☐

Name on W-9 _____

W-9 forwarded to fiscal? Yes ☐ No ☐

(Do NOT scan the W-9 - confidential information is held by fiscal only)

Attachment – Wiersma request to add a point of diversion.

6. General Information

- a. The facility in question is currently owned by James L and Lorien E Stroud but is under contract to be sold to Russell Wiersma with the closing date of June 30, 2017 (contract attached). Currently a sandpoint well is being used to provide water for the truck wash with an allowed use of 2500 gallons per day. The use has begun to exceed the allowable daily use of water, so the applicant has applied to rent water from the water bank until an additional point of diversion is approved which will allow them to use commercial water from the existing right 36-16211 which authorizes up to 14.6 Acre feet of commercial water annually. The combined right as defined in 36-13645 allows up to 30.4 acre feet of water annually. The dairy will be operated at a reduced number of animals which will allow both the dairy and the truck wash to operate within the allotted water right. The applicant is simply requesting that the additional point of diversion that is located 475 feet from the original point of diversion be added to their water rights. Upon approval of the additional point of diversion the sandpoint well will be used to supply the 5.8 AFA of water annually to the truck wash.
- b. The facility is under contract for sale from James L and Lorien E Stroud to Russell Wiersma. A copy of the sale agreement and a letter authorizing Mr. Wiersma to request the additional point of diversion are attached.

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-13645

Current Owner: JAMES L STROUD
LORIEN E STROUD

Priority Date: 12/31/1978

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	01/01 to 12/31	0.04 CFS	1.2 AF
STOCKWATER	01/01 to 12/31	0.08 CFS	13.4 AF
	<u>Total Diversion</u>	0.08 CFS	14.6 AF

Location of Point(s) of Diversion

GROUND WATER

MINIDOKA County

L2(SW1/4NW1/4) Sec. 18, Twp 10S, Rge 24E B.M.

Place of UseDOMESTIC Within MINIDOKA County

T10S R24E S18	Lot 2	SWNW	T10S R24E S18	SENW
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STOCKWATER Within MINIDOKA County

T10S R24E S18	Lot 2	SWNW	T10S R24E S18	SENW
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Page 5 of _____Conditions of Approval:

1. N14 The quantity of water under this right for domestic and stockwater uses shall not exceed 13,000 gallons per day.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. X35 Rights 36-13645, 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.19 cfs and total annual maximum diversion volume of 30.4 af.
4. Transfer 70925 authorizes a single point of diversion for Rights 36-13645, 36-16210 and 36-13211.
5. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
6. 106 Prior to the diversion of water under this approval, the right holder shall comply with applicable water quality standards of the Department of Environmental Quality.
7. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
8. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
9. 082 Prior to the diversion of water under this approval, the right holder shall comply with applicable county zoning and use ordinances.
10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
11. Domestic use is for 1 office.
12. 115 Prior to the diversion and use of water under Transfer approval 70925, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion, in accordance with Department specifications.

Decreed Date: 3/20/1998

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/16/2017

WATER RIGHT NO. 36-13645

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAMES L STROUD
Current Owner	LORIEN E STROUD PO BOX 1117 BURLEY, ID 83318 2083000454
Also Known As	WILLOW HILLS DAIRY 428 S 200 W RUPERT, ID 83350 2084365703
Security Interest	D L EVANS BANK PO BOX 87 TWIN FALLS, ID 83303 2087369300

Priority Date: 12/31/1978

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	01/01	12/31	0.08 CFS	13.4 AFA
DOMESTIC	01/01	12/31	0.04 CFS	1.2 AFA
Total Diversion			0.08 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWNW Lt 2|Sec. 18|Township 10S|Range 24E|MINIDOKA County

Place(s) of use:

Place of Use Legal Description: STOCKWATER MINIDOKA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
10S	24E	18	2	SWNW			SEnw							

Place of Use Legal Description: DOMESTIC MINIDOKA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
10S	24E	18	2	SWNW			SEnw							

Conditions of Approval:

1. 115 Prior to the diversion and use of water under Transfer approval 70925, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion, in accordance with Department specifications.
2. Transfer 70925 authorizes a single point of diversion for Rights 36-13645, 36-16210 and 36-13211.
3. N14 The quantity of water under this right for domestic and stockwater uses shall not exceed 13,000 gallons per day.
4. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
5. X35 Rights 36-13645, 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.19 cfs and total annual maximum diversion volume of 30.4 af.
6. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
7. Domestic use is for 1 office.
8. 082 Prior to the diversion of water under this approval, the right holder shall comply with applicable county zoning and use ordinances.
9. 106 Prior to the diversion of water under this approval, the right holder shall comply with applicable water quality standards of the Department of Environmental Quality.
10. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
11. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
12. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 03/20/1998

Enlargement Use Priority Date:

Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:

State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Combined Acres Limit:
Combined Volume Limit: 30.4
Combined Rate Limit: 0.19
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16210

Current Owner: LORIEN E STROUD
JAMES L STROUD

Priority Date: 5/4/1978

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From To</u>
COMMERCIAL	01/01 to 12/31
STOCKWATER	01/01 to 12/31
<u>Total Diversion</u>	

<u>Diversion Rate</u>	<u>Annual Volume</u>
0.11 CFS	15.8 AF
0.11 CFS	15.8 AF
0.11 CFS	15.8 AF

Location of Point(s) of Diversion

GROUND WATER

MINIDOKA County

L2(SW1/4NW1/4) Sec. 18, Twp 10S, Rge 24E B.M.

Place of Use**COMMERCIAL Within MINIDOKA County**

T10S R24E S18 Lot 2 SWNW

T10S R24E S18

SENW

STOCKWATER Within MINIDOKA County

T10S R24E S18 Lot 2 SWNW

T10S R24E S18

SENW

Page 10 of _____**Conditions of Approval:**

1. 115 Prior to the diversion and use of water under Transfer approval 70925, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion, in accordance with Department specifications.
2. X35 Rights 36-13645, 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.19 cfs and total annual maximum diversion volume of 30.4 af.
3. 106 Prior to the diversion of water under this approval, the right holder shall comply with applicable water quality standards of the Department of Environmental Quality.
4. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
5. 082 Prior to the diversion of water under this approval, the right holder shall comply with applicable county zoning and use ordinances.
6. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
8. Transfer 70925 authorizes a single point of diversion for Rights 36-13645, 36-16210 and 36-16211.
9. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
10. Commercial use is for a dairy.
11. Rights 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.11 cfs and a total annual maximum diversion volume of 15.8 af.
12. 114 The model used to calculate depletion effects and mitigation for the Milner to King Hill reach may also show gains in other reaches of the Snake River. Such gains have not been quantified at this time. The right holder retains the right to seek quantification of such gains resulting from Transfer approval 70925. Protestants retain the right to object to the quantification of such gains. If such reach gains are quantified and acknowledged by the Department, credits for such gains shall be available for use only after the Department has implemented a system for administering such credits.

Decreed Date: 7/26/2002

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/16/2017

WATER RIGHT NO. 36-16210

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAMES L STROUD
Current Owner	LORIEN E STROUD PO BOX 1117 BURLEY, ID 83318 2083000454
Also Known As	WILLOW HILLS DAIRY 428 S 200 W RUPERT, ID 83350 2084365703
Security Interest	D L EVANS BANK PO BOX 87 TWIN FALLS, ID 83303 2087369300

Priority Date: 05/04/1978

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	01/01	12/31	0.11 CFS	15.8 AFA
COMMERCIAL	01/01	12/31	0.11 CFS	15.8 AFA
Total Diversion			0.11 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWNW Lt 2|Sec. 18|Township 10S|Range 24E|MINIDOKA County

STOCKWATER Use:
Number of stock: 609

Place(s) of use:

Place of Use Legal Description: STOCKWATER MINIDOKA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
10S	24E	18	2	SWNW			SEnw							

Place of Use Legal Description: COMMERCIAL MINIDOKA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
10S	24E	18	2	SWNW			SEnw							

Conditions of Approval:

1. 114 The model used to calculate depletion effects and mitigation for the Milner to King Hill reach may also show gains in other reaches of the Snake River. Such gains have not been quantified at this time. The right holder retains the right to seek quantification of such gains resulting from Transfer approval 70925. Protestants retain the right to object to the quantification of such gains. If such reach gains are quantified and acknowledged by the Department, credits for such gains shall be available for use only after the Department has implemented a system for administering such credits.
2. 115 Prior to the diversion and use of water under Transfer approval 70925, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion, in accordance with Department specifications.
3. Transfer 70925 authorizes a single point of diversion for Rights 36-13645, 36-16210 and 36-16211.
4. Rights 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.11 cfs and a total annual maximum diversion volume of 15.8 af.
5. X35 Rights 36-13645, 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.19 cfs and total annual maximum diversion volume of 30.4 af.
6. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
7. Commercial use is for a dairy.
8. 082 Prior to the diversion of water under this approval, the right holder shall comply with applicable county zoning and use ordinances.
9. 106 Prior to the diversion of water under this approval, the right holder shall comply with applicable water quality standards of the Department of Environmental Quality.
10. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
11. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
12. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be

determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 07/26/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 130

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit: 15.8

Combined Rate Limit: 0.11

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16211

Current Owner: JAMES L STROUD
LORIEN E STROUD

Priority Date: 5/23/1962

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>
COMMERCIAL	01/01	12/31
STOCKWATER	01/01	12/31
	<u>Total Diversion</u>	

Tributary

<u>Diversion Rate</u>	<u>Annual Volume</u>
0.03 CFS	14.6 AF
0.03 CFS	14.6 AF
0.03 CFS	14.6 AF

Location of Point(s) of Diversion

GROUND WATER

MINIDOKA County

L2(SW1/4NW1/4) Sec. 18, Twp 10S, Rge 24E B.M.

Place of UseCOMMERCIAL Within MINIDOKA County

T10S R24E S18 Lot 2 SWNW

T10S R24E S18 SENW

STOCKWATER Within MINIDOKA County

T10S R24E S18 Lot 2 SWNW

T10S R24E S18 SENW

Page 15 of _____**Conditions of Approval:**

1. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
2. Commercial use is for a dairy.
3. 114 The model used to calculate depletion effects and mitigation for the Milner to King Hill reach may also show gains in other reaches of the Snake River. Such gains have not been quantified at this time. The right holder retains the right to seek quantification of such gains resulting from Transfer approval 70925. Protestants retain the right to object to the quantification of such gains. If such reach gains are quantified and acknowledged by the Department, credits for such gains shall be available for use only after the Department has implemented a system for administering such credits.
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6. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
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9. Rights 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.11 cfs and a total annual maximum diversion volume of 15.8 af.
10. X35 Rights 36-13645, 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.19 cfs and total annual maximum diversion volume of 30.4 af.
11. Transfer 70925 authorizes a single point of diversion for Rights 36-13645, 36-16210 and 36-16211.
12. 115 Prior to the diversion and use of water under Transfer approval 70925, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion, in accordance with Department specifications.

Decreed Date: 7/26/2002

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/16/2017

WATER RIGHT NO. 36-16211

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAMES L STROUD
Current Owner	LORIEN E STROUD PO BOX 1117 BURLEY, ID 83318 2083000454
Also Known As	WILLOW HILLS DAIRY 428 S 200 W RUPERT, ID 83350 2084365703
Security Interest	D L EVANS BANK PO BOX 87 TWIN FALLS, ID 83303 2087369300

Priority Date: 05/23/1962

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	01/01	12/31	0.03 CFS	14.6 AFA
COMMERCIAL	01/01	12/31	0.03 CFS	14.6 AFA
Total Diversion			0.03 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWNW Lt 2|Sec. 18|Township 10S|Range 24E|MINIDOKA County

STOCKWATER Use:

Number of stock: 91

Place(s) of use:

Place of Use Legal Description: STOCKWATER MINIDOKA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10S	24E	18	2	SWNW			SEnw							

Place of Use Legal Description: COMMERCIAL MINIDOKA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10S	24E	18	2	SWNW			SEnw							

Conditions of Approval:

1. 114 The model used to calculate depletion effects and mitigation for the Milner to King Hill reach may also show gains in other reaches of the Snake River. Such gains have not been quantified at this time. The right holder retains the right to seek quantification of such gains resulting from Transfer approval 70925. Protestants retain the right to object to the quantification of such gains. If such reach gains are quantified and acknowledged by the Department, credits for such gains shall be available for use only after the Department has implemented a system for administering such credits.
2. 115 Prior to the diversion and use of water under Transfer approval 70925, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion, in accordance with Department specifications.
3. Transfer 70925 authorizes a single point of diversion for Rights 36-13645, 36-16210 and 36-16211.
4. Rights 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.11 cfs and a total annual maximum diversion volume of 15.8 af.
5. X35 Rights 36-13645, 36-16210 and 36-16211 when combined shall not exceed a total diversion rate of 0.19 cfs and total annual maximum diversion volume of 30.4 af.
6. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
7. Commercial use is for a dairy.
8. 082 Prior to the diversion of water under this approval, the right holder shall comply with applicable county zoning and use ordinances.
9. 106 Prior to the diversion of water under this approval, the right holder shall comply with applicable water quality standards of the Department of Environmental Quality.
10. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
11. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
12. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be

determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Pg. 18 of 18

Dates:

Licensed Date:

Decreed Date: 07/26/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 130

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit: 15.8

Combined Rate Limit: 0.11

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Weirsma
Additional Point of Diversion Request
POD - POU Map

NWNW

NENW

10S24E18

200 W
10S23E13

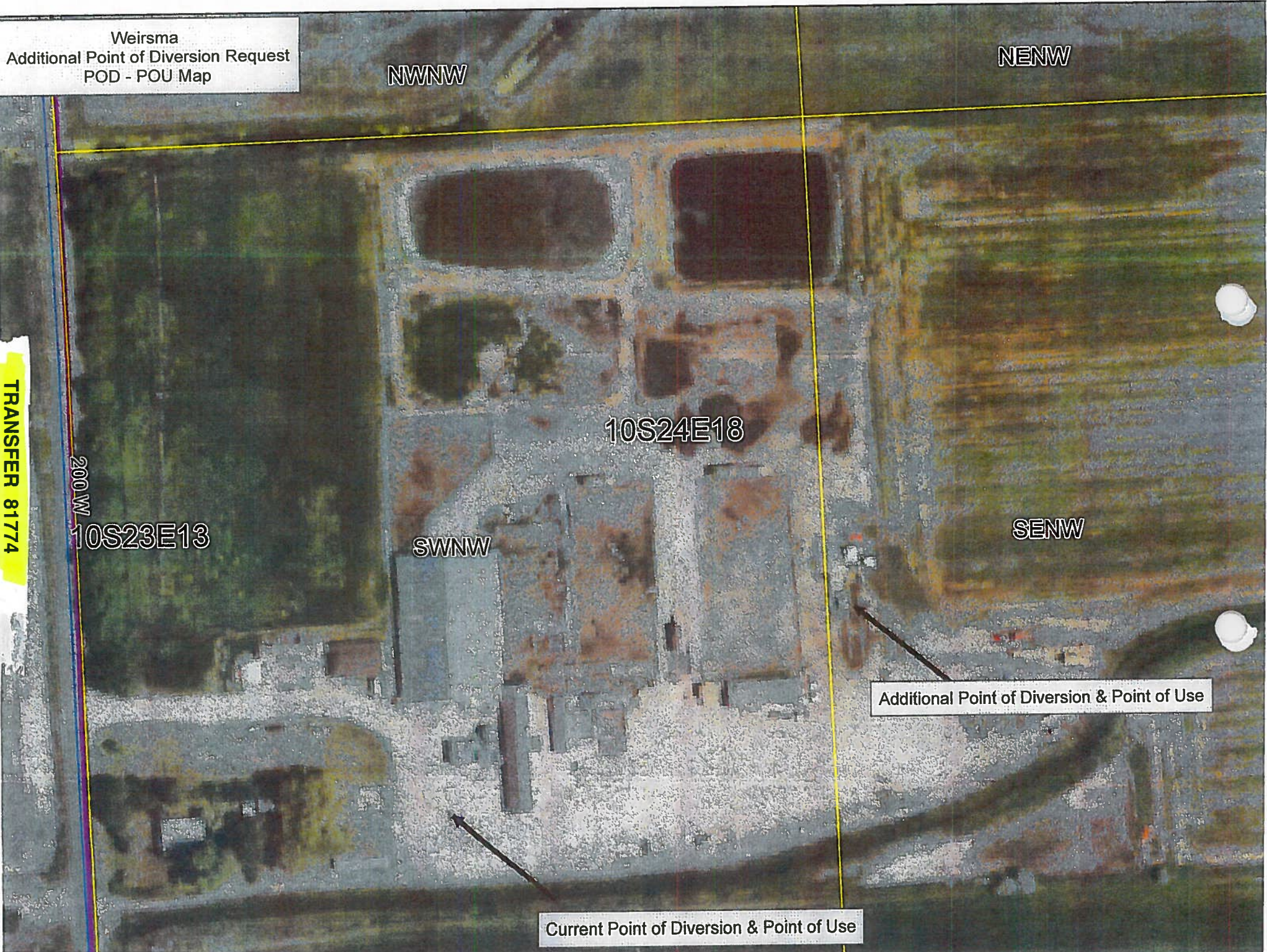
SWNW

SENW

Additional Point of Diversion & Point of Use

Current Point of Diversion & Point of Use

TRANSFER 81774



RECEIVED

JUL 20 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

CACHE COW FARMS LLC,
An Idaho Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT of CACHE COW FARMS LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

SECTION 1

THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective (March 28th, 2017), the Members form an Idaho limited liability company under the name CACHE COW FARMS LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Idaho Uniform Limited Liability Company Act (the "Act"). The Members agree to file with the appropriate agency within the State of Idaho charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name CACHE COW FARMS LLC, or such other name upon which the Members may unanimously agree.

1.3 Purpose. The purpose of the Company is to operate a dairy farm and a commercial truck wash facility commonly known as "The Wash Out" located at 428 South 200 West, Rupert, ID 83350.

1.4 Registered Agent. Rockstahl Law Office is the Company's initial registered agent in the State of Idaho, and the registered office is 510 Lincoln St., Twin Falls, ID 83301

1.5 Office. The Company will maintain its principal business office within the State of Idaho at the following address: 428 South 200 West, Rupert, ID 83350

1.6 Term. The term of the Company commences on date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Members' names and addresses are attached as Schedule A to this Agreement.

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members initially shall contribute to the Company capital as described in Schedule B attached to this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule B as amended from time to time in accordance with applicable tax laws.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. The timing and amount of distributions will be determined by the Members in accordance with the Idaho Uniform Limited Liability Company Act.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

3.4 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

3.5 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Idaho Uniform Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 *Generally.* Subject to the terms of this Agreement and the Idaho Uniform Limited Liability Company Act, the business and affairs of the Company will be managed by the Members. The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 *Approval and Action.* Unless greater or other authorization is required pursuant to this Agreement or under the Idaho Uniform Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

5.1.3 *Certain Decisions Requiring Greater Authorization.* Notwithstanding clause 5.1.2 above, the following matters require unanimous approval by the Members in a consent in writing to constitute an act of the Company:

- A. A material change in the business purposes or the nature of the Company's business;
- B. With the exception of a transfer of interest governed by Section 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- C. The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- D. The amendment of this Agreement.

5.1.4 *Officers.* The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

5.1.5 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Members to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean unanimous approval of the Members.

5.2.1 Operational Decisions. Decisions related to the day-to-day operation of the dairy and commercial truck wash facility that are in the best interest of the Company and are not subject to clause 5.2.2 below shall be made by Russell Wiersma and do not require the unanimous approval of the Members to constitute an act of the Company.

5.2.2 Strategic Decisions. The following decisions are deemed strategic in nature and require unanimous approval by the Members to constitute an act of the Company:

- (1) Capital investments to support future growth and expansion of the business
- (2) Financing decisions to support the operations of the business and/or change the capital structure of the Company that involve third party financial institutions
- (3) Major Repairs and Maintenance to the Company's facilities and assets above \$10,000
- (4) Purchases of additional land, equipment, facilities, and dairy cows
- (5) Contract decisions related to milk prices and the milk processors where the Company ships its milk
- (6) Long-term feed contracts to support the dairy operations for longer than six months
- (7) Major changes to the Company's nutrient management plan for its dairy operations
- (8) Changes to the pricing or cost structure of the commercial truck wash facility

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

5.4 Additional Members.

5.4.1 With the exception of a transfer of interest (1) governed by Section 9 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

5.4.2 Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

ACCOUNTS AND ACCOUNTING

7.1 *Accounts.* The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

7.2 *Records.* The Members will keep or cause the Company to keep the following business records.

(1) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

(2) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(3) A copy of the certificate of organization of the Company, as may be amended from time to time ("Certificate of Organization"); and

(4) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Member.

7.3 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.4 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

7.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

7.6 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations

7.5 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.6 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

MEMBERSHIP VOTING AND MEETINGS

8.1 Members and Voting Rights. The members have the right and power to vote on all matters with respect to which the Certificate of Organization, this Agreement, or the Idaho Uniform Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 5.1.3 or 5.2.2) or required under the Idaho Uniform Limited Liability

Company Act, a unanimous vote of the Members is required to approve or carry out an action of the Members.

8.2 Disagreements of Members. In the event that the Members cannot agree on a decision that requires unanimous consent (for example, in Section 5.1.3 or 5.2.2), or if any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Members hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Members. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

8.3 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place, as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Idaho Uniform Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Idaho Uniform Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

SECTION 9

WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTEREST

9.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company if all of the Members unanimously agree in a written consent. Subject to the provisions of Section 3, a Member that withdraws pursuant to this Section 9.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

9.2 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of the other nontransferring Members.

(ii) The entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his person or estate;

(5) In the case of a Member that is a separate limited liability company, the dissolution and commencement of winding up of the separate limited liability company

Any event of dissociation may be waived, and the Member will continue to be a Member of the Company if there is unanimous agreement of all the Members in consent in writing.

9.5 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until the other Members admit the transferee as a fully substituted Member.

9.6 *Voluntary Dissociation.* Any Member may dissociate at any time by giving thirty (30) days written notice to the other Members. If the Member withdraws pursuant to this Section without the unanimous agreement of the Members in a consent in writing, or the withdrawal occurs as a result of otherwise wrongful conduct of the Member, the Company may recover from the withdrawing Member damages for breach of this Agreement or as a result of the wrongful conduct, including the reasonable costs of obtaining replacement of the services the withdrawn Member was obligated to perform and may offset the damages against the amount otherwise distributable to the Withdrawing Member, in addition to pursuing any remedies available under applicable law.

SECTION 10

DISSOLUTION AND WINDING UP OF THE COMPANY

10.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

10.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

10.1.2 The agreement of all of the Members;

10.1.3 Administrative dissolution by the secretary of state pursuant to 53-643B of the Idaho Limited Liability Company Act;

10.1.4 The sale or transfer of all or substantially all of the Company's assets;

10.1.5 A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity; or

10.1.6 By operation of law.

10.2 *No Automatic Dissolution Upon Certain Events.* Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

10.3 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

10.3.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

10.3.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

10.3.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 10.3.3.

SECTION 11 GENERAL PROVISIONS

11.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

11.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Idaho (without regard to principles of conflicts of law).

11.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

11.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

11.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

11.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

11.7 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

11.8 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

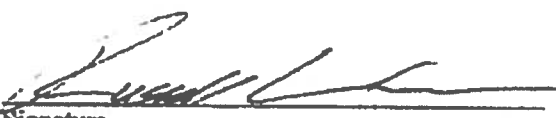
11.9 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

11.10 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Russell James Wiersma
Printed/Typed Name


Signature

Ryan David Mallett
Printed/Typed Name


Signature

Listing of Members - Schedule A
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR CACHE COW FARMS LLC
LISTING OF MEMBERS

As of the 28th day of March 2017, the following is a list of Members of the Company:

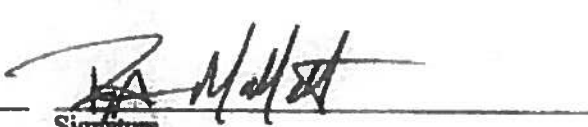
NAME	ADDRESS
<u>Russell James Wiersma</u>	<u>1206 Stanton Ave</u> <u>Waycross, GA 31503</u>
<u>Ryan David Mallett</u>	<u>958 8th Street</u> <u>Golden, CO 80401</u>

Authorized by Member(s) to provide Member Listing as of this 28th day of March 2017.

Russell James Wiersma
Printed/Typed Name


Signature

Ryan David Mallett
Printed/Typed Name


Signature

Listing of Capital Contributions - Schedule B
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR CACHE COW FARMS LLC
CAPITAL CONTRIBUTIONS

Pursuant to SECTION 2, the Members' initial contribution to the Company capital is stated to be \$100. The description and each individual portion of this initial contribution is as follows:

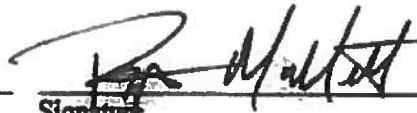
NAME	CONTRIBUTION	% OWNERSHIP
Russell Wiersma	\$100	50%
Ryan David Mallett	\$100	50%

SIGNED AND AGREED this 28th day of March, 2017

Russell James Wiersma
Printed/Typed Name


Signature

Ryan David Mallett
Printed/Typed Name


Signature

Listing of Valuation of Members Interest - Schedule 3
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR (COMPANY NAME), L.L.C.

VALUATION OF MEMBERS INTEREST

Pursuant to SECTION 8, the value of each Member's interest in the Company is endorsed as follows:

NAME	VALUATION ENDORSEMENT
Russell James Wiersma	\$100
Ryan David Mallett	\$100

SIGNED AND AGREED this 28th day of March, 2017.

Russell James Wiersma
Printed/Typed Name


Signature

Ryan David Mallett
Printed/Typed Name


Signature

RECEIVED

JUN 23 2017

DEPARTMENT OF
WATER RESOURCES

RECEIVED

JUN 29 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

June 16, 2017

Idaho Department of Water Resources

RE: 428 S 200 W, Rupert, ID 83350 dba H & J Dairy

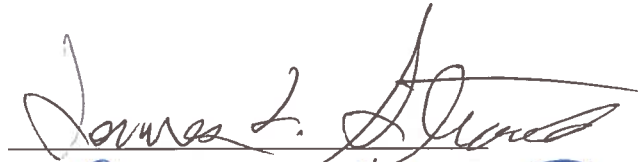
To Whom it May Concern,

The above referenced property is being sold. The undersigned Owner's give permission allowing Russell Wiersma to file a change to the point of diversion for this property.

Regards,

James L. Stroud

Lorien E. Stroud




6/16/17
6/20/17

CC: Russell Wiersma

ORIGINAL

36-13645
36-16210
36-16211

TRANSFER 81774



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 13, 2017

WATER DISTRICT #130
NATHAN ERICKSON
650 ADDISON AVE W, STE 500
TWIN FALLS, ID 83301

via hand delivery

RE: Transfer No. 81774
Water Right No(s). 36-13645, 36-16210, 36-16211

Dear Nathan:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the water master, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 13, 2017

RABO AGRIFINANCE LLC
14767 N OUTER 40 RD STE 400
CHESTERFIELD MO 63017

RE: Water Right Transfer No. 81774 (Cache Cow Farms LLC)

Dear Security Interest Holder:

The department is currently processing an Application for Transfer that may be of interest to you, as a Security Interest holder. This application is nearing the final approval stage; and can be viewed in its entirety by following the link below, and searching by the transfer number listed above, under the search option titled: *Adjudication, Water Right & Basin or Transfer*.

<http://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>

Please review the application, and submit any necessary comments or concerns to this office within 21 days. If the department has not received any response from you within 21 days; we will presume that you do not oppose approval of the application and that you have no comments or concerns for the department to consider.

Please contact this office if you have any questions regarding the application.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

cc: Cache Cow Farms LLC

MEMORANDUM

Date: September 08, 2017

To: Transfer 81774

From: Kent Aasa

Re: Fee Memo

Filing fees charged for transfer application # 81774 were based on the on the current transfer fee schedule and included \$200.00 for the 0.19 cfs being transferred in the application (Receipt No.S036193).

Aasa, Kent

From: Russell Wiersma <rw dutch@hotmail.com>
Sent: Friday, September 08, 2017 1:15 PM
To: Aasa, Kent
Subject: Re: Water Right Transfer for Cache Cow Farms LLC near Rupert

Kent,
Please use 0.19 cfs and 30.4 acre feet to complete the application process.

Russell Wiersma

From: Aasa, Kent
Sent: Friday, September 1, 8:52 AM
Subject: Water Right Transfer for Cache Cow Farms LLC near Rupert
To: rw dutch@hotmail.com
Cc: rmallet4194@gmail.com

Hi Russell,

Ryan emailed a copy of the Cache Cow Operating Agreement in order to validate your signature on the June 26 water right Transfer Application. I used information from the Agreement to change the name of the applicant and the mailing address. The name of the applicant is changed from "Russell Wiersma" to "Cache Cow Farms LLC" and the mailing address is changed from "PO Box 793" to "428 S 200 W".

There is one more correction needed on Item 4 of the Transfer Application. The Application, as submitted, proposes transferring 0.04 cfs and 5.8 Acre Feet to the added POD. There is an "X35" condition associated with the three water rights, 36-13645, 36-16210, and 36-16211, which allows a combined diversion rate of 0.19 cfs and a volume of 30.4 Acre Feet. Transferring the larger combined amounts to the proposed POD will allow more flexibility managing water use from both POD's.

The \$200.00 fee already submitted is sufficient for a transfer of up to 0.20 cfs so changing the combined amounts does not require an additional fee. If you can send me an email to request the 0.19 cfs and the 30.4 Acre Feet I will make those changes and the processing of your transfer application can continue.

Respectfully,

Kent Aasa

Water Resource Agent

Southern Regional Office

(208) 736-3033

MEMORANDUM

Date: September 1, 2017
To: Transfer 81774
From: Kent Aasa
Re: Review & Evaluation of Sufficiency of Information

9/1/2017

The application for transfer proposes to add a point of diversion (POD) within the existing place of use (POU). The proposed POD is located approximately 1.5 miles west and 3.7 miles south of the 8th St and Meridian intersection in Rupert Idaho. The proposed transfer is in Water District 130 so Watermaster comments will be solicited.

- Authority to File: The applicant is listed as the current owner of the water rights in this transfer.
- Water Right Validity: Water Rights 36-16210 and 36-16211 were decreed in the SRBA on 07/26/2002 and Water Right 36-13645 was decreed on 03/20/1998. The water rights were leased to the Water Supply Bank in July of 1995 and were released from the Water Supply Bank in May of 2017.
- Injury to Other Water Rights: None anticipated. The transfer will simply add a point of diversion. The water right changes proposed through this transfer application do not appear to change the effect on the original or hydraulically connected water source or affect other water rights.
- Enlargement of Use: None anticipated.
- Local Public Interest: No issues anticipated.
- Beneficial Use/Conservation of Water Resources: Proposed use is recognized as a beneficial use of water.
- Effect on the Economy of the Local Area: None Anticipated
- Effect of the Agricultural Base of the Area: None Anticipated

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

MEMORANDUM

Date: August 30, 2017
To: Transfer 81774
From: Kent Aasa
Re: Legal Notice Not Required

Legal Notice Not Required
8/30/2017

Pursuant to Section 42-222, Idaho Code, the Department has discretion to provide public notice as deemed appropriate. The water right changes proposed through this transfer application do not appear to change the effect on the original or hydraulically connected water source or affect other water rights. Therefore, staff review of the transfer application found no cause to require public notice. This application will continue processing without advertisement and be forwarded for approval consideration.

Aasa, Kent

From: Ryan Mallett <rmallett4194@gmail.com>
Sent: Thursday, July 20, 2017 4:23 PM
To: Aasa, Kent
Cc: Russell Wiersma
Subject: Re: Ownership change for water rights for Cache Cow Farms
Attachments: Cache Cow Farms LLC_Op Agreement_signed.pdf

Hi Kent,

Please find the signed Operating Agreement for Cache Cow Farms LLC which shows Russell Wiersma as a member. Also, we would like the water rights to be in the name of the LLC so please change the transfer application from Russell Wiersma to Cache Cow Farms LLC.

Thank you and please let me know if you have any questions.

Regards,

Ryan Mallett
Owner / Member Cache Cow Farms LLC
720-520-4025

On Sun, Jul 16, 2017 at 9:52 PM, Ryan Mallett <rmallett4194@gmail.com> wrote:

----- Forwarded message -----

From: Russell Wiersma <rwdutch@hotmail.com>
Date: Wed, Jul 5, 2017 at 4:17 PM
Subject: Fwd: Ownership change for water rights for Cache Cow Farms
To: "rmallett4194@gmail.com" <rmallett4194@gmail.com>

Russell Wiersma

From: Aasa, Kent <Kent.Aasa@idwr.idaho.gov>
Sent: Wednesday, July 5, 2017 2:53:27 PM
To: rwdutch@hotmail.com
Subject: Ownership change for water rights for Cache Cow Farms

Mr. Wiersma,

I have been assigned the Transfer application and the ownership change for water rights 36-16210, 36-16211, and 36-13645 to Cache Cow Farms LLC. Some additional information is needed from you in order to proceed:

- The Idaho Secretary of State Business Entity website indicates Ryan Malett as the only member of Cache Cow Farms LLC (I attached the information from the Secretary of State website). To complete the ownership change we will need some documentation that verifies your association with Cache Cow Farms LLC.
- The transfer application you submitted indicates that you want the water rights in your name and to do that Cache Cow Farms LLC will have to quit claim the water rights to you.
- If you would rather have the water rights be in the name of the LLC a simple amendment to the transfer application can be made (this can be done in person by you or a written request by letter or email).

Respectfully,

Kent Aasa

Water Resource Agent

Southern Region

(208) 736-3033