

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No: 11-7326

Exam Date: 7/10/2015

1. Current Owner: F H AND/OR DOROTHY C MC FARLAND
2100 EIGHT MILE CREEK RD
SODA SPRINGS ID 83276
2. Accompanied by: Mr. Webb
Phone No: 208-349-5532
Address: 396 North HiSaw Lane, American Falls, ID 83211
Relationship to Permit Holder: Webb Basin Dairy, LLC is the current owner of the property.

3. SOURCE TRIBUTARY
CAMP SPRING SINKS

B. OVERLAP REVIEW

1. Other water rights with the same place of use: None.
2. Other water rights with the same point of diversion: 11-4142 (USFS Claim for Stockwater from Camp Spring)

C. DIVERSION AND DELIVERY SYSTEM**1. LOCATION OF POINT(S) OF DIVERSION:**

CAMP SPRING SE1/4NE1/4 Sec. 21, Twp 10S, Rge 42E, B.M. BEAR LAKE County

Method of Determination: USFS Special Use Permit, quad map

2. PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	42E	16									1.9			3.1					5.0

Total Acres: 5

STOCKWATER same as IRRIGATION

Method of Determination: Site visit / aerial photo

D. FLOW MEASUREMENTS

No measurement possible. Irrigation system was not in operation at time of field exam. The system developed and acres irrigated are small enough that a direct measurement is not required under the beneficial use field exam rules (IDAPA 37.03.02.035.01.r). Documents in the water right file indicate that the original owner, McFarland was able to run 5 birds at a time with the flow from the spring. This equates to approximately 0.06 cfs. The current owner, Webb Basin Dairy also estimates that it can run about 5 birds at a time. Theoretical calculations confirm that the system as built can supply more than 0.06 cfs. Spring flow is the limiting factor for the system.

E. FLOW CALCULATIONS

During a meeting held in 1991, McFarland stated that the pipeline from the spring was already in place and he was able to run 5 birds at a time from the spring source. During the field exam, Mr. Webb, the current owner of the property, also stated that he is able to run 5 birds at a time for irrigation.

$$5 \text{ birds} \times 5 \text{ gpm/bird} = 25 \text{ gpm} = 0.06 \text{ cfs}$$

Documents in the water right file suggest that the pipeline to the spring is a 6-inch pipe. Using a formula based on Manning's equation for closed conduit, a 6-inch pipe could convey over 2 cfs. Because the slope to the spring is so steep, even if the pipeline to the spring were only 1 inch, it would still have the capacity to convey more than 0.06 cfs.

F. VOLUME CALCULATIONS**1. Volume Calculations for Irrigation:**

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 5 \text{ acres} \times 3.5 \text{ af/acre} = 17.5 \text{ acre-feet}$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation season}) \times 1.9835 = 0.06 \text{ cfs} \times 200 \text{ days} \times 1.9835 = 23.8 \text{ acre-feet}$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 17.5 \text{ acre-feet}$$

2. Volume Calculations for Other Uses:

$$50 \text{ cattle} \times 12 \text{ gpd/cow} \times 185 \text{ days} = 111,000 \text{ gallons} = 0.34 \text{ af} = 0.4 \text{ acre-feet}$$

G. NARRATIVE/REMARKS/COMMENTS

Have conditions of permit approval been met? ☒ Yes ☐ No

H. RECOMMENDATIONS**1. Recommended Amounts**

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
STOCKWATER	05/01 to 11/01	0.030 CFS	0.40 AF
IRRIGATION	04/15 to 10/31	0.060 CFS	17.50 AF
<u>Totals:</u>		0.060 CFS	17.90 AF

2. Recommended Amendments

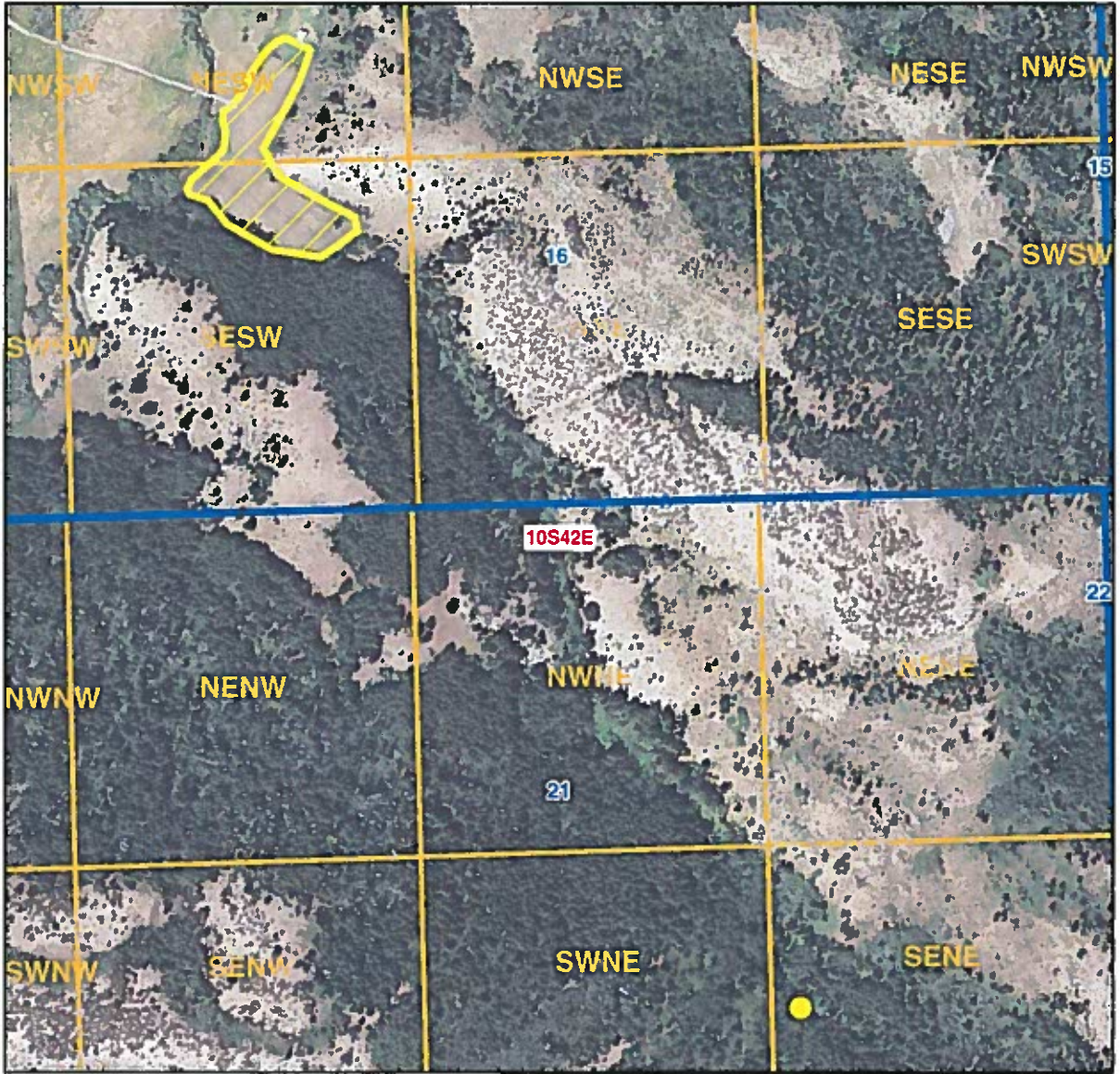
☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☒ None

☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

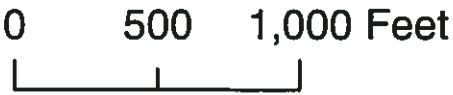
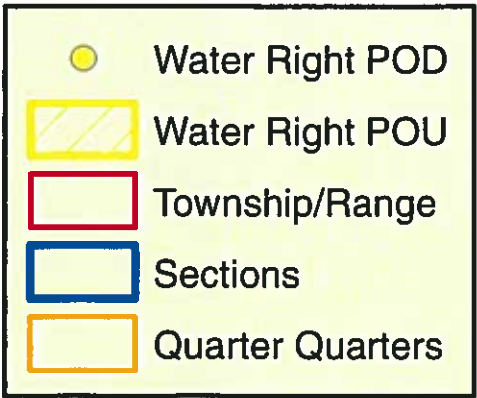
I. AUTHENTICATION

Field Examiner's Name James Cefalo Date Aug 7, 2015
 Reviewer _____ Date _____

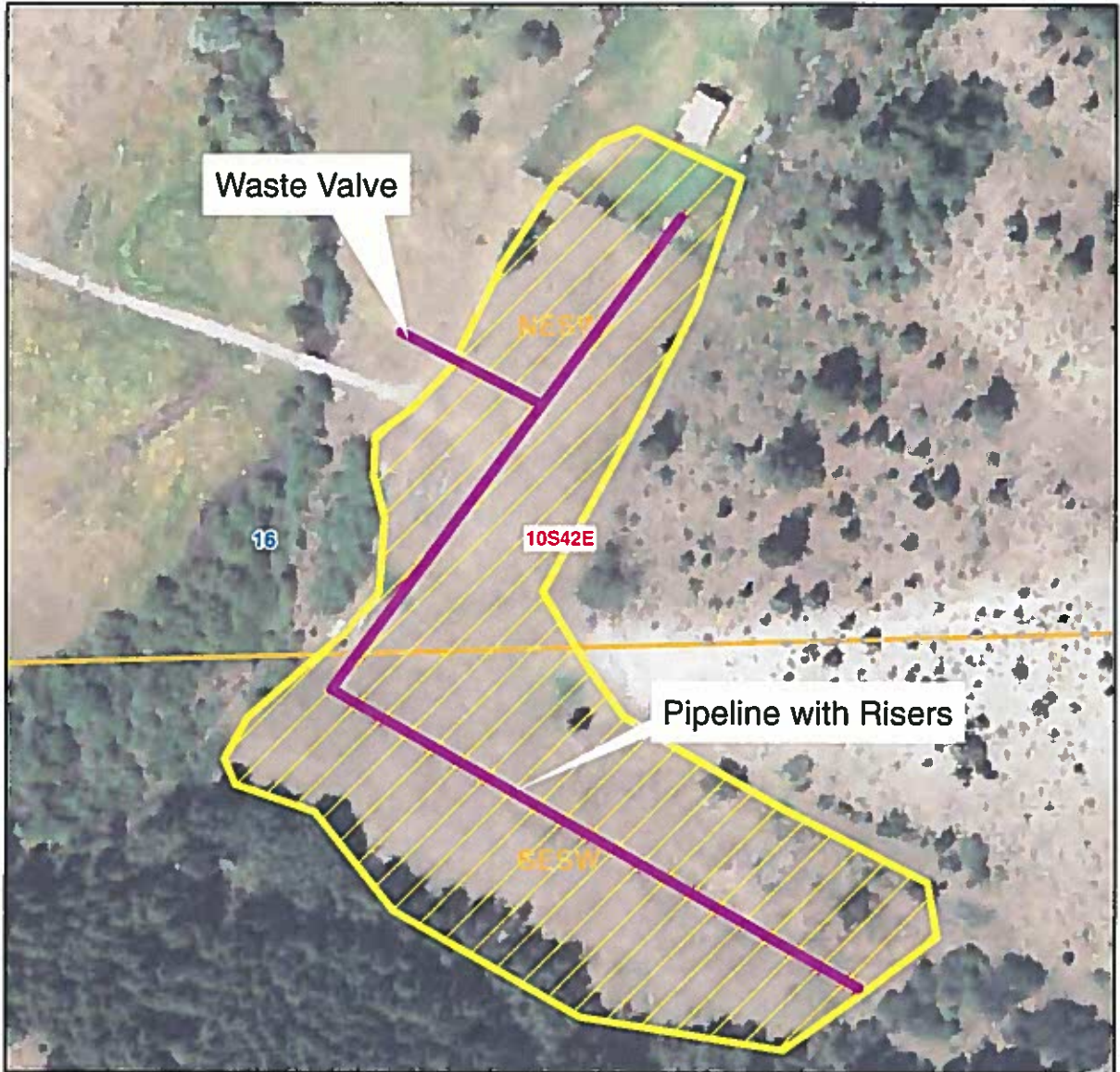
Water Right 11-7326



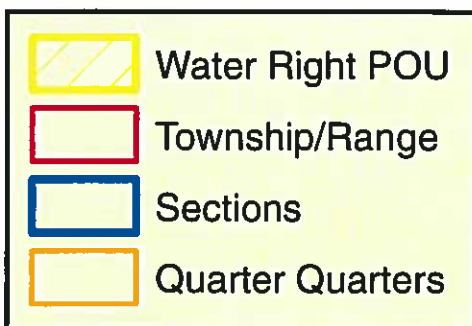
2013 Aerial Photo



Water Right 11-7326



2013 Aerial Photo



0 125 250 Feet





Riser by wooden post - water spraying near ground (system pressurized)



looking down pipeline towards the creek



waste valve

USDA Forest Service SPECIAL-USE APPLICATION AND REPORT (Ref.: FSM 2712, 36 CFR 251.54)		FOREST SERVICE USE ONLY			
INSTRUCTIONS Applicant should request a meeting with the Forest Service representative responsible for processing the application, prior to completing this form. This meeting will allow a discussion of the form's requirements and identify those items to be omitted.		Date Received (mo/day/yr)	Region Number	State Code	County Code
		____/____/____			
		Congressional Dist. Number	Forest Code (Admin. Unit No.)	Unit ID Symbol (NFFID No.)	
		Ranger Dist. No. (Resp. Dist.)	User Number	Kind of Use Code	
PART I—APPLICATION (Applicant Completes)					
1. Applicant Name and Address (Include Zip Code) Forrest H. McFarland 2100 Eight Mile Creek Road Soda Springs, ID 83276-9728 5617		2. Authorized Agent Name, Title and Address (Include Zip Code) if different from Item 1.		3. Area Code and Telephone Number a. Applicant's 208-547-2470 b. Authorized Agent's	
4. As applicant are you? (Mark one box with "X") a. ☒ Individual b. ☐ Corporation* c. ☐ Partnership/Association* d. ☐ State Government/State Agency e. ☐ Local Government f. ☐ Federal Agency * If marked "X", complete PART II.		5. Specify what application is for: (Mark one box with "X") a. ☒ New authorization* b. ☐ Renew existing authorization c. ☐ Amend existing authorization* d. ☐ Other* * If marked "X", provide details under Item 7.			
6. If you are an individual or partnership, are you also a citizen(s) of the United States? ☒ Yes ☐ No					
7. Describe in detail the land use, including: (a) type of use, activity, or facility; (b) related structures and facilities; (c) physical specifications (length, width, acres, etc.); (d) term of years needed; (e) time of year of use or operation; (f) duration and timing of construction; (g) temporary work areas needed for construction; and (h) anticipated need for future expansion. (If extra space is needed, use Page 3, REMARKS). The Fed. land is needed to bury a 6" plastic pipeline to carry water from spring to existing pipeline at point of beginning. There are no other structures or facilities involved. The land needed is approximately 1500 Ft. long and 8 ft. wide. It will be needed for an indefinite number of years. The use will be 12 months per year. Construction would begin within 10 months and completed within 16 months. No temporary work areas would be needed for construction. Future expansion will be unnecessary.					
8. Attach map covering area and show location of proposed use and/or furnish legal description of the land. Beginning at a point app. 2180ft. W of NE corner of Sec. 21 T10 S. R 42 E, thence S 1/2 2500ft. to					
9. Give statement of your technical and financial capability to construct, operate, and terminate the use for which authorization is requested, including the protection and restoration of Federal lands. (If extra space is needed, use page 3, REMARKS). Work will be contracted to Earl Lamp Construction Co, who has completed many like projects for me. I have money to complete the project without borrowing. Having completed many like projects I am confident I would be able to complete this project and restore Fed. land to the satisfaction of all concerned.					

RECEIVED

JUL 28 2015

FS-2700-4 (7/93)

OMB No. 0596-0082

Expires: 6/30/96

D-3

U. S. DEPARTMENT OF AGRICULTURE Forest Service SPECIAL-USE PERMIT Authority: Federal Land Policy and Management Act of 10/21/1976, as amended	Holder No.	Issue Date	Expir. Date
	5 4 1 2-0 1	-- / -- / --	1 2/3 1/1 5
	Type Site(s)	Authority	Auth. Type
	-- 9 1 5	6 7 6	-- 2 0
	Region/Forest/District		State/County
	0 4/ 0 5 / 0 3		1 6/ 0 0 7
	Cong. Dist.	Latitude	Longitude
	0 2	-- -- -- --	-- -- -- --

Webb Basin Dairy of c/o Brent Webb
 (Holder Name) (Billing Address - 1)
 406 N. Hiawatha Land
 HC 76, Box 1030 American Falls ID 83211
 (Billing Address - 2) (City) (State) (Zip Code)

(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Caribou National Forest.

This permit covers .24 acres (2640 feet X 4 feet) and is described as part of the NE1/4 Section 21, T10S, R42E, B. M. as shown on the location map attached to and made a part of this permit, and is issued for the purpose of: Maintaining a water pipeline

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use. Unless expressly provided in additional terms, this permit is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area for any purpose.

G. Public Access and Use. Unless specifically limited under additional terms to this permit, the holder agrees to allow the public free and unrestricted access to and use of the permit area at all times for all lawful purposes. To facilitate public use of the permit area, all existing roads or roads as may be constructed by the holder shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.

H. Forest Service Right of Entry and Inspection. The Forest Service shall have free and unrestricted access at all times, including the right to enter into all buildings, dwellings, and other facilities to ensure compliance with the terms and conditions of this permit. In addition, the Forest Service may enter the authorized facilities for any purpose or reason consistent with any right or obligation of the United States under any law or regulation.

I. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be the owner of the improvements, this permit shall terminate.

J. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

(E-6) This authorization is issued for a period of 20 years ending on December 31, 2014.

C. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

D. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

E. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

F. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

III. RESPONSIBILITIES OF THE HOLDER

A. Plans. If required by the authorized officer, all plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the authorized officer or a designated representative before the commencement of any work. A holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

B. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer, and consistent with applicable Federal, State, and local health and safety and other requirements.

C. Hazard Analysis. The holder has a continuing responsibility to identify and abate hazardous conditions on the permit area which could affect the improvements or pose a risk of injury to individuals. Any actions to abate such hazards shall be performed after consultation with the authorized officer.

D. Compliance with Laws, Regulations, and other Legal Requirements. The holder, in exercising the uses authorized by this permit, will assume responsibility for compliance with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit. The obligations of the holder under this permit are not contingent upon any duty of the Forest Service to inspect the premises. A failure by the Forest Service, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

E. Fire Prevention and Suppression. The holder shall take all reasonable precautions to prevent and suppress forest fires. Open fires are prohibited except with written permit from the authorized officer or the authorized officer's agent.

F. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

G. Change in Ownership of the Authorized Improvements. This permit is not assignable and terminates upon change of ownership of the improvements. The holder shall immediately notify the authorized officer when a change in ownership is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the new owner of the improvements.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. Risk of Loss. The holder assumes all risk of loss of the property. Loss to the property may result from, but is not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed.

B. Damage to Property of the United States. The holder has an affirmative duty to protect from injury and damage the land, property, and other interest of the United States. Damage includes, but is not limited to, fire suppression costs and all costs and damages associated with or resulting from the release or threatened release of a hazardous substance occurring during or as a result of the holder's activities on, or related to, the lands property, and other interests covered by the permit.

1. The holder shall compensate in full the United States for damages occurring under the terms of this permit or under any law or regulation applicable to the National Forests. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use or occupancy. Compensation shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney fees), and other costs in connection therewith.

2. With respect to roads, the holder shall be liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided under paragraph IV (B)(1), except that liability shall not include reasonable and ordinary wear and tear.

3. In addition to liability provided in this paragraph, the holder may incur strict liability for certain high hazard situations if so provided by additional clauses appended to this permit.

C. Indemnification and Liability of the United States. The holder shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq, the Oil Pollution Act, 33 U.S.C. 2701 et seq, the Clean Air Act, 42 U.S.C. 7401 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq, and the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq, as subsequently amended. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the holder in connection with the use and/or occupancy authorized by this permit. This indemnification and hold harmless agreement includes,

but is not limited to, acts and omissions of the holder in connection with the use and/or occupancy authorized by this permit which result in: (1) violations of the above or any applicable laws and regulations; (2) judgments, claims, or demands assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) other releases or threatened releases on or into land, property, and other interest of the United States by solid waste and/or hazardous substance(s).

The holder's indemnification of the United States shall also include any damage to life or property arising from the holder's occupancy or use of land, property, and other interest of the United States. The United States has no duty to inspect permit area or to warn of hazards and, if the United States does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Upon abandonment, revocation, termination, or expiration of this authorization, the holder shall remove within a reasonable time prescribed by the authorized officer all structures and improvements, except those owned by the United States, and shall restore the site. If the holder fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay Two Hundred Twenty Dollars (\$220.00) for the period from March, 1995, to December, 1999, and thereafter at the beginning of each 5 year period a lump sum payment for 5 years rent of Two Hundred Twenty Dollars (\$220.00): Provided charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use. (This is currently the minimum fee.)

C. Payment Due Date. The payment due date shall be the close of business on January 1 of each calendar year payment is due. Payments due the United States for this use shall be deposited at Unit Collection Officer, FS, Intermountain Region File 61657, P. O. Box 60,000, San Francisco, CA 94160-1657 in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest. Pursuant to 31 USC 3717, and regulations at 7 CFR Part 3, Subpart B, and 4 CFR Part 102, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment or financial statement was due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

E. Additional Penalties. In the event of permit termination pursuant to provisions VI (A), and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

F. Disputed Fees. Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

G. Delinquent Fees.

1. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law and implementing regulations (31 U.S.C. 3711 et seq.).

2. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Removal and Planting of Vegetation. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer, or authorized officer's agent, has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed shall be paid for by the holder as follows: Merchantable timber at appraised value and young-growth timber below merchantable size at current damage appraisal value, provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the holder at no stumpage cost to the holder. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the authorized officer.

D. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

I. (B-26) Holder shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction, operation, maintenance, or termination of the right-of-way, and shall promptly abate as completely as possible any physical or mechanical procedure, activity, event, or condition, existing or occurring at any time: (1) that is susceptible to abatement by the holder, (2) which arises out of, or could adversely affect the construction, operation, maintenance, or termination of all or any part of the pipeline, and (3) that causes or threatens to cause: (a) a hazard to the safety of workers or to public health or safety, or (b) serious and irreparable harm or damage to the environment (including, but not limited to, areas of vegetation or timber, fish or other wildlife populations or their habitats, or any other natural resource). Holder shall immediately notify the authorized officer of all serious accidents which occur in connection with such activities.

II. (D-1) The holder shall pack out or otherwise remove from National Forest lands and waters all refuse resulting from operations under this permit.

III. (D-2) No waste or byproduct shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies.

storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water, that would result in harm to fish and wildlife or to human water supplies.

IV. (D-9) Holder shall be responsible for prevention and control of soil erosion and gullyng on lands covered by this permit and adjacent thereto, resulting from construction, operation, maintenance, and termination of the permitted use. Holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. Holder shall revegetate or otherwise stabilize all ground where the soil has been exposed and shall construct and maintain necessary preventive measures to supplement the vegetation.

V. (D-11) Seeding or planting will be done at a time of the year, in a manner, and with species which the District Ranger considers offer the best chance of success and will be repeated annually until such areas are accepted in writing by the District Ranger as satisfactorily revegetated and stabilized.

VI. (D-23) Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U. S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

VII. (F-23) The holder shall not object to, nor prevent the use by the United States or its permittees or agents, of water for fire suppression from any stream, or body of water, used by the holder in the operation of the project works covered by the permit.

Date: 8/4/95



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

2013 MAR 21 AM 9:05

SECRETARY OF STATE
IDAHO

1. The name of the limited liability company is:

Webb Basin Dairy, LLC

2. The complete street and mailing addresses of the initial designated office:

3535 W. Antelope Rd. Moore, Idaho 83255

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Mike Webb

(Name)

3535 W. Antelope Rd. Moore, Idaho 83255

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Mike Webb

3535 W. Antelope Rd. Moore, Idaho 83255

Brent Webb

392 N. Hisaw Ln., American Falls, Idaho 83211

5. Mailing address for future correspondence (annual report notices):

3535 W. Antelope Rd. Moore, Idaho 83255

6. Future effective date of filing (optional):

Signature of a manager, member or authorized person.

Signature Mike Webb

Typed Name: Mike Webb

Signature Brent Webb

Typed Name: Brent Webb

Secretary of State use only

IDAHO SECRETARY OF STATE
03/22/2013 05:00
CK: 26357 CT: 3700 BH: 1365830
1 @ 100.00 = 100.00 ORGAN LLC # 4

W123342