

Rec'd
10/17/2011STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 77387**MINIMUM REQUIREMENTS CHECKLIST**
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application. Part 2B forms are available on the Department's website at: http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/PDFs_09/WaterRight_TransferApp_Part2B.pdf.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner.
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/wrt_default.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☒ ☐ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.)
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Other. Please describe: _____

-AMENDED-

RECEIVEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 77387**OCT 17 2011 APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

DEPT. OF WATER RESOURCES

SOUTHERN REGION

Name of Applicant(s) Jerome Cheese CompanyPhone (208) 324-8006Mailing address PO Box 485, Jerome, ID 83338

Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No RepresentativeName of Representative SPF Water Engineering, LLC, c/o Scott N. KingPhone (208) 383-4140Mailing address 300 E. Mallard Dr., Suite 350, Boise, ID 83706Email sking@spfwater.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
- OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
- OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative

Jim T. Ward - CFO
Print Name and Title if applicable

9/29/2011
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2. Changes and moves a 0.83 cfs / 245.6 afa / 61.4 acre portion of primary ground water right 36-7353 to Jerome Cheese Co. for new processing procedures and facility growth. Mitigation is provided to meet ESPA Transfer requirements. See attachment 5. Place of Use for 36-2461B, 36-2554B, 36-7337F changed to correct records.**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	36-7352	0.83 / 200.1	Commercial	1/1 to 12/31	Ground Water
☒ ☐	36-2461B	0.82 / 174	Commercial	1/1 to 12/31	Ground Water
☒ ☐	36-2554B	1.88 / 342	Commercial	1/1 to 12/31	Ground Water
☒ ☐	36-7337F	0.66 / 99	Commercial	1/1 to 12/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 4.19 cfs and/or 815.1 ac-ft

2. Total amount of water proposed to be transferred or changed 4.19 cubic feet per second and/or 815.1 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
No			NW	NE	25	8S	16E	Jerome	Ground Water	Existing Well
No			NW	NE	25	8S	16E	Jerome	Ground Water	Existing Well

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
8S	16E	25		C															

Total Acres (for irrigation use) _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

5. 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: Two existing wells currently provide water to Jerome Cheese Company. These wells are the proposed diversion points for this transfer. Well production is currently measured and reported as required by the Water District.

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

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: None

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: The land irrigated by the transferred right no. 36-7352 is subject of a separate transfer application creating a permissible place of use. Acres irrigated with ground water using this right at the existing place of use will be reduced by the transferred and mitigation amounts.
- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: At the existing place of use for 36-7352, no other ground water rights are used for the same purpose on the same land. North Side Canal Company water has recently been acquired and used within an approved mitigation plan for North Snake Groundwater District. At the proposed new place of use, the Jerome Cheese Company owns and uses the following rights for commercial uses: 36-2461B, 36-2554B, and 36-7337F. Only the place of use of three existing rights is changed as a clarification of record.
- f. 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 leased to the Water Supply Bank, |
| ☒ | ☐ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: The water right proposed for transfer has been left undiverted since 2001 as part of a mitigation plan developed in conjunction with North Snake Groundwater District.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☒ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 36-7352

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use) 61.4

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☒ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.: _____
- Not applicable.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date 10-11-2011 Prelim. Check by _____ Date _____

Fee Paid see original Date _____ Received by _____ Receipt # _____

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____



RECEIVED

JUN 29 2011

DEPT. OF WATER RESOURCES
SOUTHERN REGION
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

77387

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A

* Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application. Part 2B forms are available on the Department's website at: http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/PDFs_09/WaterRight_TransferApp_Part2B.pdf.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner.
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/wrt_default.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☒ ☐ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.)
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Other. Please describe: _____

RECEIVED

JUN 29 2011

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGIONTransfer No. 77387**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**Name of Applicant(s) Jerome Cheese Company Phone (208) 324-8006Mailing address PO Box 485, Jerome, ID 83338 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No RepresentativeName of Representative SPF Water Engineering, LLC, c/o Scott N. King Phone (208) 383-4140Mailing address 300 E. Mallard Dr., Suite 350, Boise, ID 83706 Email sking@spfwater.com☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☒ Send original correspondence to the applicant and copies to the representative.☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.



Signature of Applicant or Authorized Representative



Print Name and Title if applicable

25 MAR 11

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☒ Change nature of use
 ☐ Add diversion point(s)
☒ Change period of use
 ☒ Change place of use
☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**. This transfer changes and moves a 0.83 cfs / 245.6 afa / 61.4 acre portion of primary ground water right no. 36-7352 to the Jerome Cheese Company facility in Jerome, Idaho for new processing procedures and facility growth. Mitigation is offered to meet ESPA Transfer requirements. See attachment 5 for additional detail.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	36-7352 (36-16907)	0.83 cfs	Commercial	1/1 to 12/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.83 cfs and/or 200.1 ac-ft

2. Total amount of water proposed to be transferred or changed 0.83 cubic feet per second and/or 200.1 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
No			NW	NE	25	8S	16E	Jerome	Ground Water	Existing Well
No			NW	NE	25	8S	16E	Jerome	Ground Water	Existing Well

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
8S	16E	25	C	C															

Total Acres (for irrigation use) _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

5. 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: Two existing wells currently provide water to Jerome Cheese Company. These wells are the proposed diversion points for this transfer. Well production is currently measured and reported as required by the Water District.

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

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: None

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: The land irrigated by the transferred right is subject of a separate transfer application creating a permissible place of use. Acres irrigated with ground water using this right at the existing place of use will be reduced by the transferred and mitigation amounts.

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: At the existing place of use for 36-7352, no other ground water rights are used for the same purpose on the same land. North Side Canal Company water has recently been acquired and used within an approved mitigation plan for North Snake Groundwater District. At the proposed new place of use, the Jerome Cheese Company owns and uses the following rights for commercial uses: 36-2461B, 36-2554B, and 36-7337F.

- f. 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 leased to the Water Supply Bank, |
| ☒ | ☐ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: The water right proposed for transfer has been left undiverted since 2001 as part of a mitigation plan developed in conjunction with North Snake Groundwater District.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

RECEIVED
JUN 29 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☒ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 36-7352

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)	61.4
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3**

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☒ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.: _____
- Not applicable.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by [Signature] Date 6-29-11 Prelim. Check by [Signature] Date 6-29-11Fee Paid \$250.00 Date 6-30-11 Receipted by [Signature] Receipt # 5032002

Add'l Fee Paid _____ Date _____ Receipted by _____ Receipt # _____

ATTACHMENTS for Part 2A

**Water Right Reports
36-7352 (Transferred & Mitigation)
36-16380 & 35-2241A (Mitigation)**

Page _____ of _____

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

Current Water Right No.: 36-7352

Current Owner: BOER DAIRY LLC

Priority Date: 7/18/1973

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use

IRRIGATION

From To

3/15 to 11/15

Total Diversion

Diversion Rate

2.05 CFS

2.05 CFS

Annual Volume

804 AF

804 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4SW1/4NW1/4

Sec. 25,

Twp 08S,

Rge 15E B.M.

GOODING County

Place of Use

IRRIGATION Within GOODING County

T08S R15E S25	NWNW	36.00	T08S R15E S25	SWNW	39.00
T08S R15E S26	NENE	36.00	T08S R15E S26	NWNE	36.00
T08S R15E S26	SWNE	2.00	T08S R15E S26	SENE	2.00

Total Acres: 151

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Decreed Date: 12/12/2001

Figure 1: Water right report, 36-7352

Page _____ of _____

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

Current Water Right No.: 36-16380

Current Owner: IDAHO WATER CO LLC

Priority Date: 9/12/1973

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/15 to 10/01	0.11 CFS	21.2 AF
	Total Diversion	0.11 CFS	21.2 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4SE1/4SW1/4	Sec. 24,	Twp 08S,	Rge 21E B.M.
JEROME County				
GROUND WATER	NE1/4NE1/4SE1/4	Sec. 24,	Twp 08S,	Rge 21E B.M.
JEROME County				

Place of Use

IRRIGATION Within JEROME County

T08S R21E S24	NESW	40.00	T08S R21E S24	SESW	40.00
T08S R21E S24	NESE	40.00	T08S R21E S24	NWSE	40.00
T08S R21E S24	SWSE	40.00	T08S R21E S24	SESE	40.00
T08S R21E S25	NENE	40.00	T08S R21E S25	NWNE	40.00
T08S R21E S25	SWNE	26.00	T08S R21E S25	SENE	22.00
T08S R21E S25	NENW	39.00	T08S R21E S25	SENW	15.00
T08S R22E S30	Lot 1 NWNW	42.00	T08S R22E S30	SWNW	21.00
Total Acres: 485					

Conditions of Approval:

1. X35 Rights 36-16380, 36-16674 and 36-16676 when combined shall not exceed a total diversion rate of 0.31 cfs, a total annual maximum diversion volume of 61.2 af at the field headgate, and the irrigation of 15.3 acres.
2. 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.
3. 004 This right does not grant any right-of-way or easement across the land of another.
4. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

Figure 2: Water right report, page 1, 36-16380

Page _____ of _____	
5.	Prior to diversion of water under this transfer approval the right holder shall submit to the Department a diagram identifying the specific location of the 15.3 acres authorized for irrigation annually, and prior to the irrigation season any year when irrigated acres will be different than previously identified.
6.	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.
7.	T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
9.	X01 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/15 and after 10/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 8/27/2001.
9.	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.
10.	214 Prior to the diversion and use of water under Transfer approval 75045, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
11.	213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
12.	201 The combination of changes under Transfer approval 75042 as described under right 37-22446 and Transfer approval 75043 as described under rights 36-16380 and 36-16674 provide the necessary mitigation for any increased depletion to connected reaches of the Snake River that would result from each individual transfer. These transfer approvals shall not require mutual dependence for ongoing mitigation. Any future action, including a subsequent transfer of this right or an order rescinding a transfer approval, which would result in a change to the point(s) of diversion under this right may require mitigation for the effects of the change. Such future action to change the point(s) of diversion under this right shall be analyzed for effects to connected reaches of the Snake River based on the priority date, point(s) of diversion and steady-state quantity as authorized for this right under Transfer approval 75043.
13.	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.
14.	X27 This right is limited to the irrigation of 5.3 acres within the place of use described above in a single irrigation season.
Decreed Date: 8/27/2001	

Figure 3: Water right report, page 2, 36-16380

Page _____ of _____

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

Current Water Right No.: 35-2241a

Current Owner: IDAHO WATER CO LLC

Priority Date: 8/18/1952

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use

IRRIGATION

From To

4/01 to 11/01

Total Diversion

Diversion Rate

4.15 CFS

4.15 CFS

Annual Volume

1104 AF

1104 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4SW1/4NE1/4

Sec. 36,

Twp 01S,

Rge 33E B.M.

BINGHAM County

Place of Use

IRRIGATION Within BINGHAM County

T01S R33E S36	NENE	7.00	T01S R33E S36	NWNE	35.00
T01S R33E S36	SWNE	39.00	T01S R33E S36	SENE	38.00
T01S R33E S36	NENW	39.00	T01S R33E S36	NWNW	39.00
T01S R33E S36	SWNW	39.00	T01S R33E S36	SENV	40.00

Total Acres: 270

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(8), IDAHO CODE.

Decreed Date: 1/31/2002

Figure 4: Water right report, 35-2241A

ATTACHMENT #1
Business Entity Status

Attachment #1: Business Entity Status

	IDAHO SECRETARY OF STATE Viewing Business Entity		
			Ben Yursa, Secretary of State
		[New Search] [Back to Summary]	
JEROME CHEESE COMPANY			
PO BOX 69 LE SUEUR, MN 56080-0690			
		Type of Business: ASSUMED BUSINESS NAME	
		Status: CURRENT 14 Feb 2000	
		State of Origin: IDAHO	
		Date of Origination/Authorization: 14 Feb 2000	
		File Number: D33064	
Original Filing:			
		[Help Me Print/View TIFF]	
		Filed 14 Feb 2000 ORIGINAL FILING	View Image (PDF format) View Image (TIFF format)
Amendments:			
		[Help Me Print/View TIFF]	
Idaho Secretary of State's Main Page		State of Idaho Home Page	
Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov			

Figure 5: ISOS Business entity status for Jerome Cheese Company

227



CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly. See instructions on reverse.)

To the SECRETARY OF STATE, STATE OF IDAHO
Pursuant to Section 53-504, Idaho Code, the undersigned
gives notice of adoption of an Assumed Business Name, OF STATE
STATE OF IDAHO

1. The assumed business name which the undersigned use(s) in the transaction of business is:

Jerome Cheese Company

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name is/are:

Name	Complete Address
<u>Davisco Foods International, Inc.</u>	<u>P.O. Box 69</u>
<u>C 95706</u>	<u>704 North Main Street</u>
	<u>Le Sueur, MN 5608-0069</u>

3. The general type of business transacted under the assumed business name is:
(mark only those that apply)

☐ Retail Trade	☒ Manufacturing	☐ Transportation and Public Utilities
☐ Wholesale Trade	☐ Agriculture	☐ Finance, Insurance, and Real Estate
☐ Services	☐ Construction	☐ Mining

4. The name and address to which future correspondence should be addressed:

James T. Ward
P.O. Box 69
704 North Main Street
Le Sueur, MN 5608-0069

Phone number (optional): _____

5. Name and address for this acknowledgment copy is (if other than #4 above):

Mary S. Giesler
Kaplan, Strangis & Kaplan, P.A.
90 S. 7th Street, #5500
Minneapolis MN 55402

Signature: [Signature]
Printed Name: James T. Ward
Capacity: Chief Financial Officer
(see instruction # 8 on back of form)

Submit Certificate of
Assumed Business
Name and \$20.00 fee to:

Secretary of State
700 West Jefferson
Basement West
PO Box 83720
Boise ID 83720-0080
208 334-2301

Secretary of State use only
IDMHO SECRETARY OF STATE

02/14/2008 09:00
CX: 19408 CT: 110415 BH: 209083

1 @ 20.00 = 20.00 ASSUM NAME # 2

D 33064

Revision 12/99
9.00 compliance p.15

Figure 6: Jerome Cheese Company Certificate of Assumed Business Name

Attachment #1: Business Entity Status

	IDAHO SECRETARY OF STATE	
	Viewing Business Entity	
Ben Yarets, Secretary of State		
[New Search] [Back to Summary]		
[Get a certificate of existence for DAVISCO FOODS INTERNATIONAL, INC.]		
DAVISCO FOODS INTERNATIONAL, INC.		
704 N. MAIN STREET LE SUEUR, MN USA 56058		
Type of Business: CORPORATION, GENERAL BUSINESS		
Status: GOODSTANDING, ANREPT SENT 03 May 2010		
State of Origin: MINNESOTA		
Date of Origination/ Authorization: 01 Jul 1991		
Initial Registered Agent: CT CORPORATION SYSTEM 1111 W JEFFERSON STE 530 BOISE, ID USA 83702		
Organizational ID / Filing Number: C95706		
Number of Authorized Stock Shares:		
Date of Last Annual Report: 09 Jul 2009		
Original Filing:		
Filed 01 Jul 1991 CERTIFICATE OF AUTHORITY		[Help Me Print/View TIFF] View Image (PDF format) View Image (TIFF format)
Amendments:		
Amendment Filed 12 Feb 1999 NAME CHANGED TO DAVISCO FOODS INTERNATIONAL, INC.		[Help Me Print/View TIFF] View Image (PDF format) View Image (TIFF format)
Annual Reports:		
Report for year 2009 ANNUAL REPORT		[Help Me Print/View TIFF] View Document Online
Report for year 2008 ANNUAL REPORT		View Document Online
Report for year 2007 ANNUAL REPORT		View Document Online
Report for year 2006 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Report for year 2005 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Report for year 2004 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Report for year 2003 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Report for year 2002 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Report for year 2001 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
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Report for year 1996 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Report for year 1995 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Report for year 1994 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Report for year 1993 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Report for year 1992 ANNUAL REPORT		View Image (PDF format) View Image (TIFF format)
Idaho Secretary of State's Main Page		State of Idaho Home Page
Comments, questions or suggestions can be emailed to: soinfo@sos.idaho.gov		

Figure 7: ISOS Business entity status for Davisco Foods International, Inc.

Attachment #1: Business Entity Status

No. C 95706		Due no later than Jul 31, 2009 Annual Report Form		2. Registered Agent and Address (NO PO BOX)	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. DAVISCO FOODS INTERNATIONAL, INC. JIM WARD 704 N. MAIN STREET LE SUEUR, MN 56058 USA		CT CORPORATION SYSTEM 1111 W JEFFERSON STE 530 BOISE ID 83702- USA	
				3. New Registered Agent Signature:*	
4. Corporations: Enter Names and Business Addresses of President, Secretary, Directors and(optional) Treasurer.					
Office Held	Name	Street or PO Address	City	State	Country
SECRETARY	MARTIN E DAVIS	704 N. MAIN STREET	LE SUEUR	MN	USA
DIRECTOR	MARK E DAVIS	704 N. MAIN STREET	LE SUEUR	MN	USA
PRESIDENT	MARK E DAVIS	704 N. MAIN STREET	LE SUEUR	MN	USA
5. Organized Under the Laws of: MN C 95706		6. Annual Report must be signed.* Signature: Sally J. Swanson Name (type or print): Sally J. Swanson		Date: 07/09/2009 Title: Paralegal	
Processed 07/09/2009		* Electronically provided signatures are accepted as original signatures.			

Figure 8: Davisco Foods International, Inc. 2009 ISOS Annual Report.

ATTACHMENT #2a
Water Right Ownership Documentation

Purchase and Sale Agreement

**Davis Family Idaho, LLC
&
Boer Dairy, LLC**

Explanation

In the attached Purchase & Sale Agreement between Davis Family Idaho, LLC (Davis) and Boer Dairy, LLC (Boer), Davis retains an unspecified portion of water right no. 36-7352. The portion was to be specified by August 1, 2008. Boer has agreed to convey the portion specified in the attached acknowledgement included in Attachment #3.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into by and between Davis Family Idaho, LLC, a Minnesota limited liability company ("Seller") and Boer Dairy, LLC, an Idaho limited liability company ("Buyer");

WITNESSETH:

WHEREAS, Seller owns certain parcels of real property located in Gooding County, state of Idaho, hereinafter referred to as the "Subject Real Property," and more particularly described at Exhibit A attached hereto and made an integral part hereof; and

WHEREAS, Seller owns certain water rights appurtenant to the Subject Real Property hereinafter referred to as the "Water Rights" and more particularly described herein below; and

WHEREAS, Seller owns certain personal property located on or at the Subject Real Property, which personal property consists of certain irrigation equipment, more particularly described at Exhibit B attached hereto and made an integral part hereof, utilized to farm the Subject Real Property, and a certain 1994 Fleetwood Mobile Home with Vehicle Identification Number IDFLP04A16238BF, hereinafter collectively referred to as "Subject Personal Property;" and

WHEREAS, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the Subject Real Property, the Water Rights and the Subject Personal Property pursuant to and in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants herein contained, the parties hereto, for themselves and their successors and assigns, do hereby agree as follows:

1. Subject Real Property. Seller shall sell to Buyer and Buyer shall purchase from Seller the Subject Real Property.
2. Subject Water Rights. The Water Rights appurtenant to the Subject Real Property consist of Water Right Numbers: 36-7352, 36-7617, 36-10050 and 36-10051.

Buyer hereby acknowledges Seller is transferring, subsequent to the closing of the sale herein contemplated, a portion of Water Right Number 36-7352 to a separate and distinct parcel of real property owned by Seller; and that portion of Water Right Number 36-7352 hereafter transferred by Seller to the separate and distinct parcel of real property is expressly excluded from the sale of water rights pursuant to this Agreement; and to replace and substitute for that portion of Water Right Number 36-7352 retained by Seller, Seller shall transfer and convey, integral to the water rights sold by Seller to Buyer pursuant to this Agreement, a certain number of shares of stock in the North Side Canal Co., Ltd.

Accordingly, Seller shall sell to Buyer and Buyer shall purchase from Seller Water Right Number 36-7352, (save and except that portion of Water Right Number 36-7352 to be transferred by Seller as provided below), and all of Water Right Numbers 36-7617, 36-10050 and 36-10051. Seller shall notify Buyer in writing on or before the 1st of August, 2008 of the number of acre feet of water now subject to Water Right# 36-7352 that Seller will seek to transfer to other real property owned by Seller. Seller will provide to Buyer good title to one (1) share of stock in the North Side Canal Company, endorsed to Buyer, for every four (4) acre feet of water originally subject to Water Right #36-7352 that is no longer subject to that right as finally approved by the Idaho Department of Water Resources in an order that becomes non-appealable. The parties will execute a written memorandum at that time, to be attached to this Agreement as Exhibit C, which will acknowledge the volume of water to be transferred by Seller from Water Right #36-7352 and the tentative number of shares of the North Side Canal Company to be transferred by Seller to Buyer, depending upon the final outcome of the transfer proceeding. Seller will be responsible for all costs and expenses of the water right transfer proceeding. Buyer will cooperate by executing all documents reasonably necessary to allow Seller to process the water transfer application. Buyer shall have the use of all of Water Right #36-7352 until the transfer contemplated by Seller is completed and a final order has been issued approving the transfer. If such final approval is obtained during a time when there are growing crops on the real property purchased hereunder, Buyer shall have the right to continue the use of all of Water Right #36-7352 until the end of that growing season. The replacement shares of the North Side Canal Company shall be provided to Buyer immediately upon Buyer ceasing use of the finally approved transferred portion of Water Right 36-7352. If the transfer is not approved, Buyer agrees to continue cooperation with Seller on the same basis outlined in this paragraph for subsequent transfers until Seller has received an approved transfer.

3. Subject Personal Property. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller the Subject Personal Property.

4. Price and Terms for Subject Real Property, Subject Water Rights and Subject Personal Property. Buyer agrees to pay and Seller agrees to accept as the total purchase price for Subject Real Property, Subject Water Rights and Subject Personal Property the sum of

lawful money of the United States of America,
payable in full in cash at closing.

5. Status of Title to Subject Real Property and Title Insurance. At closing, Seller warrants that Seller shall have good and marketable title to the real property of the Subject Real Property, subject only to current taxes, reservations, rights-of-way and easements. Seller agrees to make or cause to be made a title search of the real property of the Subject Real Property, and to secure, or cause to be secured, a standard owner's title insurance policy from a good and responsible title insurance company, issued through Land, Title & Escrow, Inc., Jerome, Idaho, hereinafter referred to as the "Title Company," on the real property of the Subject Real Property, at Seller's expense, in the amount of the total purchase price set forth hereinabove. Seller shall provide Buyer with a preliminary title insurance commitment for such a policy as soon as available. Buyer

PURCHASE AND SALE AGREEMENT, Page -2-

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shall have the earlier of five (5) business days after receipt of said preliminary title insurance commitment or twenty four (24) hours prior to the closing of this contemplated transaction in which to advise Seller, in writing, of any material defects in said title, as shown by said preliminary title insurance commitment. The term "material defects" means any defect that would substantially affect the marketability of the real property of the Subject Real Property. If Seller is unable to remedy such identified material defects prior to closing, Buyer, at Buyer's option, may either accept the title as then existing or may terminate this Agreement. In the event that Buyer elects to terminate this Agreement as provided in this paragraph this Agreement shall be cancelled and of no further effect.

6. Status of Title to Subject Personal Property. At closing, Seller warrants that Seller will have good and marketable title to the Subject Personal Property and the same shall be sold free and clear of all liens, leases and encumbrances.

7. Purchase of Subject Real Property, Subject Water Rights and Subject Personal Property on the bases of "AS IS" "WHERE IS" and "WITH ALL FAULTS" and Sellers' Limited Warranties. Buyer acknowledges and agrees Buyer has not received or relied upon any statements or representations by Seller, its agents or representatives that are not herein expressed. Buyer has entered into this Agreement relying solely upon the information and knowledge obtained from Buyer's own inspection and investigation of the property to be acquired. Buyer expressly acknowledges and agrees that it has been given the opportunity to thoroughly inspect and examine the property to be acquired to the extent deemed necessary by Buyer in order to enable Buyer to evaluate this transaction. Buyer hereby acknowledges and agrees that Seller is selling and Buyer is purchasing the Subject Real Property, the Subject Water Rights and the Subject Personal Property on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis, without representations, warranties and covenants, express or implied, of any kind or nature, excepting only the limited representations and warranties set forth in this Agreement.

8. Seller warrants to Buyer, with respect to the Subject Real Property and the irrigation equipment of the Subject Personal Property, that to the best of Seller's knowledge:

- (a) There are no hazardous substances present on or under the real property of the Subject Real Property in violation of any environmental law. The term "environmental law" for purposes of this agreement shall mean any statute, regulation, rule, order or decision of the United States of America, the state of Idaho or the County of Gooding, or any commission, department, agency or tribunal thereof, regulating the presence of hazardous substances on or under real property including, but not limited to, the following Federal acts:

- (1) The Resource Conservation and Recovery Act;

- (2) The Comprehensive Environmental Response, Compensation and Liability Act; and
- (3) The Clean Water Act.
- (b) There are no buried fuel tanks on the real property of the Subject Real Property.
- (c) Seller has good and marketable title to the Subject Real Property, Subject Personal Property and Water Rights.
- (d) The irrigation equipment is in operational condition.

9. Documents at Closing and Conveyance. At closing, Seller shall execute and deliver to Buyer:

- (a) A Warranty Deed conveying good and marketable title to the Subject Real Property;
- (b) Warranty Bill of Sale transferring the Subject Personal Property free and clear of all liens, leases and encumbrances, and an endorsed Certificate of Title to that certain 1994 Fleetwood Mobile Home, Vehicle Identification Number IDFLP04A16238BF, free of liens.
- (c) Change of Ownership forms to be transmitted to the Idaho Department of Water Resources and the Snake River Basin Adjudication case for Seller's Water Right Numbers 36-7617, 36-7352, 36-10050 and 36-10051;

10. Taxes and Assessments. All real property taxes and assessments for 2007 and prior years shall be paid by Seller. Buyer shall pay all such taxes and assessments for 2008 and subsequent years.

11. Costs and Expenses. Except as provided in this Agreement, the parties shall divide equally the cost of closing. Each party shall pay their own attorney fees and costs, and accountant fees and costs incurred in connection with this transaction.

12. Closing of the Sale. Closing of the sale herein contemplated shall occur on or before April 25th, 2008. The place of closing of the sale herein contemplated shall be at the Title Company. The parties hereto agree the Title Company shall act as the closing agency for the sale contemplated herein. The parties hereto further agree to execute all documents and instructions required by said closing agency. The parties shall determine the precise date and time of said closing.

13. Possession and Risk of Loss. Buyer shall be entitled to receive and shall receive possession of the Subject Real Property, Water Right Numbers 36-7617, 36-10050, 36-7352 and 36-10051 and the Subject Personal Property upon the date of closing, and the risk of loss shall pass to Buyer as of the date of closing, subject to the provisions of paragraph 2 above.

14. 1031 Exchange. The parties to this Agreement understand, acknowledge and agree Seller intends to handle the sale contemplated herein as a 1031 exchange, as the term is commonly used in real estate transactions. The consummation of the sale contemplated herein and any such exchange shall be structured so as to comply with Section 1031 of the IRS Code and all related sections. Buyer and Seller hereby agree to cooperate fully with each other in accomplishing such exchange. Seller shall have the right to and may assign this Agreement, and any part or portion thereof, without the consent of Buyer to effectuate handling the sale contemplated herein as a 1031 exchange, as the term is commonly used in real estate transactions.

15. Tax Consequences. The parties acknowledge that there are or may be tax consequences pertaining to this transaction and agreement; and that by this paragraph, as evidenced by the execution of this Agreement, each party has been directed and advised to obtain independent tax advice from a qualified tax accountant or tax counsel prior to signing this Agreement and consummating the transaction.

16. Fees and Costs. In the event Buyer or Seller shall be required to secure legal services or advice to enforce any of their respective rights, duties or obligations hereunder, with or without litigation, the successful party with respect to such enforcement shall be entitled to recover, in addition to all other remedies, reasonable attorney fees and costs.

17. Notification. For purposes of notification pursuant to this Agreement, written notice shall be mailed to the respective parties hereto at the following address or otherwise personally delivered:

Seller: Davis Family Idaho, LLC
Attention: James T. Ward
704 North Main Street
Le Sueur, Minnesota 56058

Buyer: Boer Dairy, LLC
Attention: Adrian Boer
472 South 200 West
Jerome, Idaho 83338

Notice under this Agreement shall be deemed given upon the third day following the date of mailing or upon the date of personal delivery, whichever the case may be.

18. Non-Merger. This Agreement shall not be merged in the execution and delivery by Seller to Buyer of the Warranty Deed(s) described herein, the Warranty Bill of Sale described herein, or such other instruments conveying the property to Buyer

PURCHASE AND SALE AGREEMENT, Page -5-

C:\Documents and Settings\Rickb.JEROME\Local Settings\Temporary Internet Files\Content.IE5\N6SRFXST\Purchase and Sale Agreement - Clean 08 April 22nd.doc

pursuant to this Agreement. This Agreement, the Warranty Deed(s), the Bill of Sale and such other instruments conveying the assets and property to Buyer are an integral part of this transaction and shall be construed together as if one single combined Agreement. This Agreement, and the representations made herein, shall remain in full force and effect, after closing, until all obligations created hereunder have been fully performed.

19. Preparation of Documents. The parties hereto acknowledge and agree that the attorney for Seller prepared this Agreement. Buyer has not relied on any statements or representations by the attorney for Seller, and Buyer has been advised and counseled by their own attorney or other competent persons regarding all matters that pertain to this Agreement and transaction, or otherwise had the opportunity to be advised and counseled by their own attorney or other competent persons regarding all matters that pertain to this Agreement and transaction.

20. Time of the Essence. Time is of the essence of this Agreement.

21. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties hereto.

22. Further Documents. Seller and Buyer shall promptly and at any time or times hereafter make, execute and deliver any and all such further or other assurances, instruments, papers or things that the other might or could reasonably require for the purpose of giving full effect to these presents and other covenants, provisions and agreements herein contained, and this Agreement shall survive the closing of this transaction.

23. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement, or understanding pertaining to any such matter, shall be effective for any purpose. No provision of the Agreement may be amended or added to, except by an agreement in writing signed by the parties hereto, or their respective successors-in-interest.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year noted.

DATED April 22, 2009

"Seller"

Davis Family Idaho, LLC

By: James T. Ward
Its: J.P. CEO

DATED April 24, 2009

"Buyer"

Boer Dairy, LLC

By: Don Stang, Boer
Its: Don Stang, Boer
Jeanne Boer

EXHIBIT "A"

Order Number: G-37504

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 26: E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 25: W $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL NO. 2

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 23: E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 26: NW $\frac{1}{4}$; SW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 27: E $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$

Special Warranty Deed for Water Right

**35-2241A (portion)
&
36-16380**

SPECIAL WARRANTY DEED FOR WATER RIGHT

Idaho Water Company LLC, an Idaho Limited Liability Company registered to do business in Idaho as Idaho Water Company LLC, a/k/a Idaho Water Co. LLC whose address is 1135 Valley Rd. So. Eden, Idaho 83325, (Grantor) does hereby grant, bargain, sell, assign, and convey unto DAVISCO FOODS INTERNATIONAL, INC. dba JEROME CHEESE COMPANY whose address is 547 W. Nez Perce Ave., Jerome, ID 83338. (Grantee) and to Grantees heirs and assigns forever, all of Grantor's right title and interest in the water rights or portions thereof described in Exhibit A hereto (collectively the "Water Rights")

Grantor retains no residual or reversionary interest in any of the Water Rights conveyed.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner of the Water Rights;
- (B) that Grantor has not conveyed any of the Water Rights to anyone other than Grantee;
- (C) that the Water Rights are free from all liens, claims, or encumbrances;
- (D) that Grantor has the authority to convey the Water Rights to Grantee;
- (E) the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Rights.

Grantor makes no other covenants or warranties as to the Water Rights.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed .

DATED this 29th day of May, 2010.

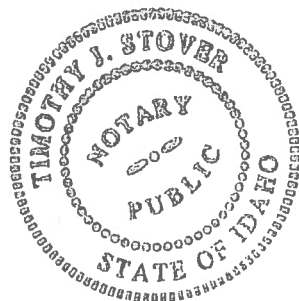
"Grantor"
IDAHO WATER COMPANY, LLC

By: [Signature]
Delbert G. Kohtz, Managing Member

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 29 day of May, 2010, before me, a Notary Public for said County and State, personally appeared DELBERT G. KOHTZ, known or identified to me, to be one of the members of the limited liability company of IDAHO WATER COMPANY, LLC, and the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: Kunming, Idaho
My commission expires: 11-17-2011

EXHIBIT A

WATER RIGHTS DESCRIPTION

<u>Water Right</u>	<u>Quantity</u>	<u>Acres / Place of Use</u>
35-2241A	(0.06 cfs / 16 afa)	4 acres (out of the SWNW, Section 36, Township 01S, Range 33E, Bingham County, Idaho)
36-16380	(0.11 cfs / 21.2 afa)	5.3 acres within a 485-acre place of use generally located at Section 24, Township 08S, Range 21E; Section 25, Township 08S, Range 21E; and Section 30, Township 08S, Range 22E, Jerome County, Idaho)

EXPRESSLY RESERVING UNTO GRANTOR, all remaining portions of Water Right 35-2241A in the amount of 4.09 cfs and 1,088afa, together with any and all portions of all other water rights that may be appurtenant to the authorized place of use for Water Right 35-2241A and/or Water Right 36-16380 as of the date of this grant.

ATTACHMENT #2b
Land Ownership Document
At New Place of Use
2009 Tax Bill/Receipt

PAYABLE TO:

2009 TAX BILL/RECEIPT

JUNTY TAX COLLECTOR

BILL#

35

CHILDERS 644-2720

CODE AREA 1-0000

J NORTH LINCOLN SUITE 309

PARCEL NUMBER

RPJ13650020010A

L

I

JEROME IDAHO 83338

1ST HALF DUE

2ND HALF DUE

FULL DUE

TOT MV

TAX

TAX

TAX

LATE

LATE

LATE

INT

INT

INT

COST

COST

COST

TOT

TOT

TOT

TOT ACS 17.900

DAVISCO FOODS INTERNATIONAL

INC

C/O JEROME CHEESE

47 WEST 100 SOUTH

JEROME ID 83338



LOT 1 BLK 2

JER SOUTH IND. PK #II

(25-8-16)

17.90 AC

47 W 100

S

*** IMPORTANT ***
PLEASE READ BOTH FRONT AND BACK

*** MONTHLY PAYMENTS ARE ACCEPTED ***

DROP BOX LOCATED EAST OF COURTHOUSE

PAYMENT COUPON BOOKS AVAILABLE

TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

FOR CREDIT/DEBIT CARD PYMT-

WWW.JEROMECOUNTY.ORG ALSO ACCEPTED IN

OFFICE OR 1-800-272-9829 / #2218

ATTACHMENT #3
Documentation of Authority to Make the Change
If the Applicant is Not the Water Right Owner

Acknowledgement

Per the Purchase and Sale Agreement between Davis Family Idaho, LLC (Seller) and Boer Dairy LLC (Buyer) in April 2008, upon Idaho Department of Water Resources' final non-appealable order approving the water right transfer application, Boer Dairy, LLC will convey a 67.2-acre / 0.91-cfs / 268.8-afa portion of Idaho Water Right No. 36-7352 to Davis Family Idaho, LLC. In return, Davis Family Idaho, LLC will convey 67.2 shares of North Side Canal Company stock to Boer Dairy, LLC.

Davis Family Idaho, LLC

By 

Title MANAGER

Date 25 Mar 2011

Boer Dairy, LLC

By 

Title PARTNER

Date 3/25/11

CONSENT TO APPLICATION FOR TRANSFER OF WATER RIGHT

NORTHWEST FARM CREDIT SERVICE, F.L.C.A, presently the Mortgagee of a Mortgage granted to it by Boer Dairy, LLC, encumbering real property within Sections 23, 25, 26 and 27, all in Township 8 South, Range 15 East of the Boise Meridian, Gooding County, Idaho, hereby consents to the filing of the Application for Transfer of Water Right copied and attached hereto as **EXHIBIT A**.

DATED this 2 day of September, 2010.

NORTHWEST FARM CREDIT SERVICES, F.L.C.A.

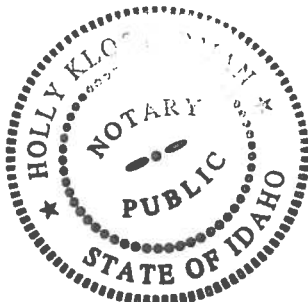
Valentin Celaya
VALENTIN CELAYA, Vice President

STATE OF IDAHO)
County of Twin Falls) ss.

On this 2nd day of September, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared VALENTIN CELAYA, Vice President of Northwest Farm Credit Services, F.L.C.A. known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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

Holly Klosterman
NOTARY PUBLIC for Idaho
Residing at: Twin Falls Id
Commission Expires: 12-15-13



**ATTACHMENT #4
Power of Attorney**

Not Applicable / Not Provided

**ATTACHMENT #5
ESPA Analysis
and
Mitigation Plan**

Attachment 5: ESPA Analysis and Mitigation Plan

ESPA Ground Water Rights Transfer Spreadsheet Data Summary

TRANSFER NO: Jerome Cheese
TRANSFER NAME: Industrial

PREPARED BY: Scott King, P.E., SP5/Water Engineering, LLC
DATE: 7-Jun-10
Transfer Tool Version: Version 3.1

BLUE CELLS ARE SET UP FOR USER ENTRIES

WATER RIGHTS INVOLVED:

Group 1 Transfer Rights		Group 2 Additional Mitigation Rights	
Right No.	Priority Date	Right No.	Priority Date
36-T352	7/18/1973	36-T352	7/18/1973
		35-2241A	8/19/1952
		36-15300	9/12/1973

HISTORIC BENEFICIAL USE:

Trans/Mt. Rights (group no.)	Acres to Dry Up (ac)	Beneficial Use (af/yr)	Total (af/yr)	
1 (36-T352)	5.5	3.25	17.875	Well 1
1 (36-T352)	55.89723525	3.25	182.225	Well 1
2 (36-T352)	5.79754512	3.25	18.8	Well 1
2 (35-2241A)	4	2.75	11.12	Well 3
2 (36-16380)	5.3	3.12	15.589	Well 2

MITIGATION NOTES:

Jerome Cheese is transferring water rights which change the nature of use from irrigation to industrial to provide 300.1 acre-feet per year for factory use. Dry-up of 63.4 acres from Well 1 results in 200.1 af/yr decrease in ESPA ground water consumptive use.

To mitigate for spring depletions projected by the ESPA Transfer Spreadsheet, the following mitigation measures are proposed:

- 1) From Well 1, dry up of an additional 5.8 acres to provide 18.9 af/yr of consumptive use reduction.
- 2) From Well 2, dry up of 5.3 acres to provide 15.5 af/yr of consumptive use reduction.
- 3) From Well 3, dry up of 4.0 acres to provide 10.5 af/yr of consumptive use reduction.

MODEL CELL LOCATIONS:

	TO WELL	FROM1 WELL	FROM2 WELL	FROM3 WELL
ROW	55	51	70	72
COLUMN	25	19	50	131

	Start Date		End Date		Water Use		Acres Authorized (acres)	Notes
	Season	Year	Season	Year	Annual (af/yr)	Trimester (af/trimester)		
TO Well (Projected Use)	Spring	2011	Indefinite		300.0	66.7	0.0	New use is 300 acre-feet per year of industrial use.
FROM1 Well (With Transfer)	Spring Spring	1973 2011	Winter Indefinite	2010	219 0	73.0 0.0	67.2 0.0	57.2 irrigated acres are dried from well 1 to provide 200 acre-feet per year of transferable consumptive use and 19 acre-feet per year of mitigation water.
FROM1 Well (Without Transfer)	Spring	1973	Indefinite		219	73.0	67.2	Without transfer, irrigation of 67.2 acres continues.
FROM2 Well (With Transfer)	Summer Spring	1973 2011	Winter Indefinite	2010	15.589 0	5.5 0.0	5.3 0.0	5.3 irrigated acres are dried from Well 2 (36-16380) to provide 15.5 af/yr of mitigation water to address ESPA Transfer Spreadsheet projected impacts to springs.
FROM2 Well (Without Transfer)	Summer	1973	Indefinite		15.589	5.5	5.3	Without transfer, irrigation of 5.3 acres continues.
FROM3 Well (With Transfer)	Summer Spring	1952 2011	Winter Indefinite	2010	11.12 0	3.7 0.0	4 0.0	4.0 irrigated acres are dried from Well 3 (35-2241A) to provide 11.1 af/yr of mitigation water to address ESPA Transfer Spreadsheet projected impacts to springs.
FROM3 Well (Without Transfer)	Summer	1952	Indefinite		11.12	3.7	4	Without transfer, irrigation of 4.0 acres continues.

Figure 9: ESPA Transfer Spreadsheet data summary.

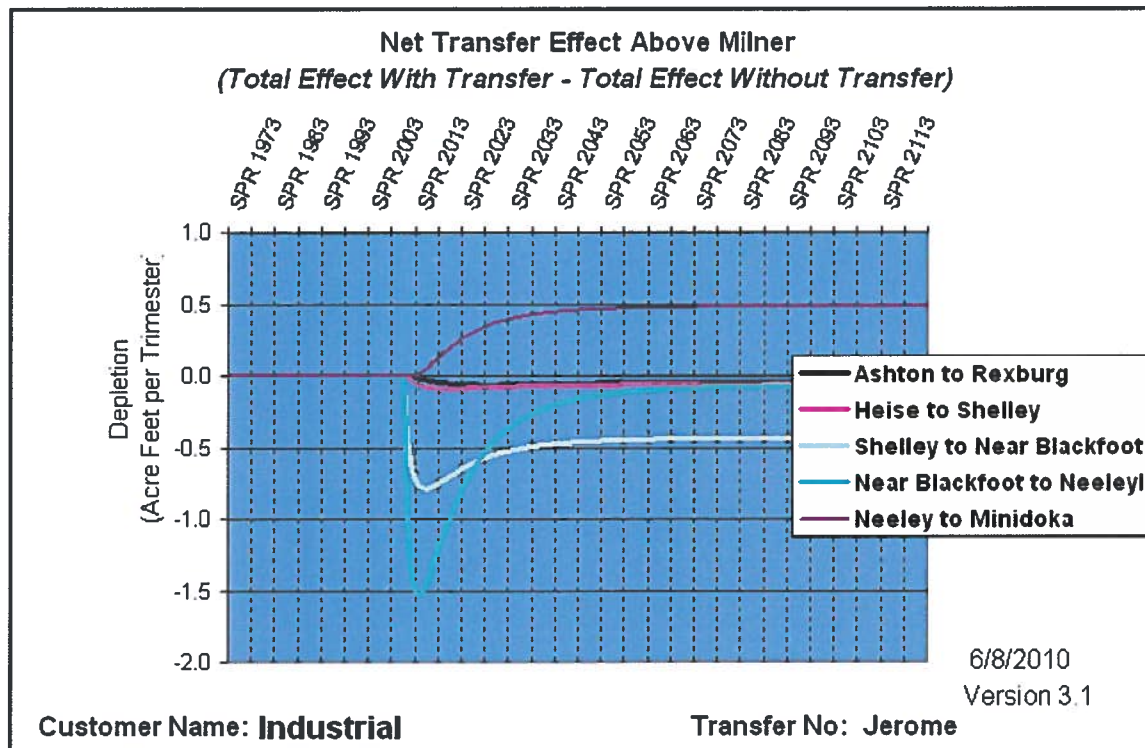


Figure 10: ESPA Transfer Spreadsheet results – net transfer effect above Milner.

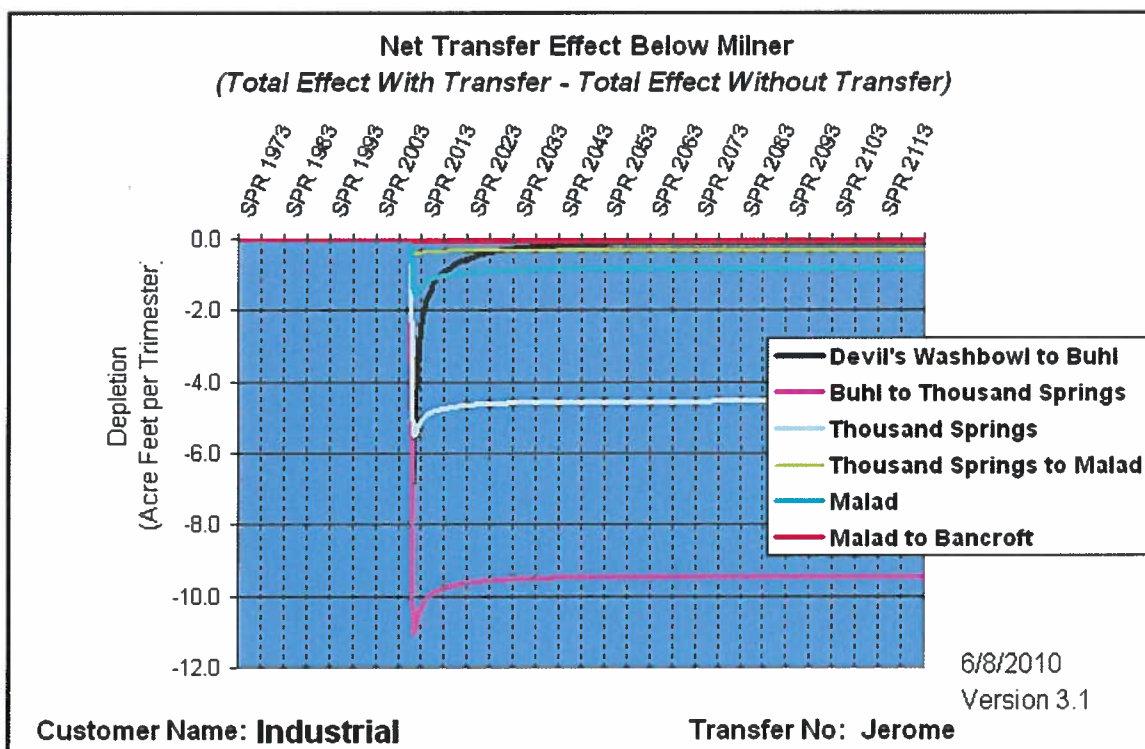


Figure 11: ESPA Transfer Spreadsheet results – net transfer effect below Milner.

Attachment 5: ESPA Analysis and Mitigation Plan

CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ
101	102	103	104	105	106	107	108	109	110	111			
Net Transfer Effect (AF/four months)													
Ashton to	Heise to	Shelley to	Nr Blackf to	Neeley to	Dev. Wbl.	Buhl to	Kspr	Kspr to	Malad	Malad to			
0.0	-0.1	-0.4	-0.1	0.5	-0.1	-9.5	-4.5	-0.3	-0.8	0.0			
0.0	-0.1	-0.4	-0.1	0.5	-0.1	-9.5	-4.5	-0.3	-0.8	0.0			
0.0	-0.1	-0.4	-0.1	0.5	-0.1	-9.5	-4.5	-0.3	-0.8	0.0			
0.0	-0.1	-0.4	-0.1	0.5	-0.1	-9.5	-4.5	-0.3	-0.8	0.0			
0.0	-0.1	-0.4	-0.1	0.5	-0.1	-9.5	-4.5	-0.3	-0.8	0.0			
0.0	-0.1	-0.4	-0.1	0.5	-0.1	-9.5	-4.5	-0.3	-0.8	0.0	-15.3		
0.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0	maximum net effects		
-0.1	-0.1	-0.8	-1.5	0.0	-7.5	-11.1	-5.5	-0.4	-1.5	-0.1	minimum net effects		
66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	total diversion (cu, per trimester)		
0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	percent of total		

Figure 12: ESPA Transfer Spreadsheet results – maximum net transfer effect by reach.

Mitigation Plan

Jerome Cheese Company proposes changing and moving a 61.4-acre / 0.83 cfs / 245.6 acre-feet per year portion of water right no. 36-7352 from irrigation to commercial use at the facility. The right is moved approximately 6.8 miles east from an irrigation well to the existing Jerome Cheese Company wells. Based on ESPA Transfer Spreadsheet analysis, this change negatively affects two Snake River reaches beyond acceptable thresholds so that mitigation is required for the “Near Blackfoot to Neeley” and “Devil’s Washbowl to Buhl” reaches. The following mitigation measures provide the required mitigation:

1. A 5.8-acre / 0.08 cfs / 23.2 afa portion of water right 36-7352 will be left undiverted as “non-use” mitigation. This portion is in addition to the 61.4-acre portion transferred from irrigation to commercial. Annual consumptive use is 18.9 afa based on pasture with an annual precipitation deficit of 3.26 acre-feet per acre (ET_{Idaho}2009, Jerome station).
2. A 5.3-acre / 0.11 cfs / 21.2 afa portion of water rights 36-16380 will be left undiverted as “non-use” mitigation. Annual consumptive use is 15.9 afa based on pasture with an annual precipitation deficit of 3.00 acre-feet per acre (ET_{Idaho}2009, Rupert Agrimet station).
3. A 4.0-acre / 0.06 cfs / 16 afa portion of water rights 35-2241A will be left undiverted as “non-use” mitigation. Annual consumptive use is 11.1 afa based on grass pasture with an annual precipitation deficit of 2.78 acre-feet per acre (ET_{Idaho}2009, Blackfoot station).

Together, these mitigation measures result in projected maximum net effects of zero (0) acre feet per trimester for the *Near Blackfoot to Neeley* and *Devil’s Washbowl to Buhl* reaches (see above charts and spreadsheet).

ATTACHMENT #6
Leinholder Approval Statement

Not Applicable / Not Included

ATTACHMENT #7a
Maps

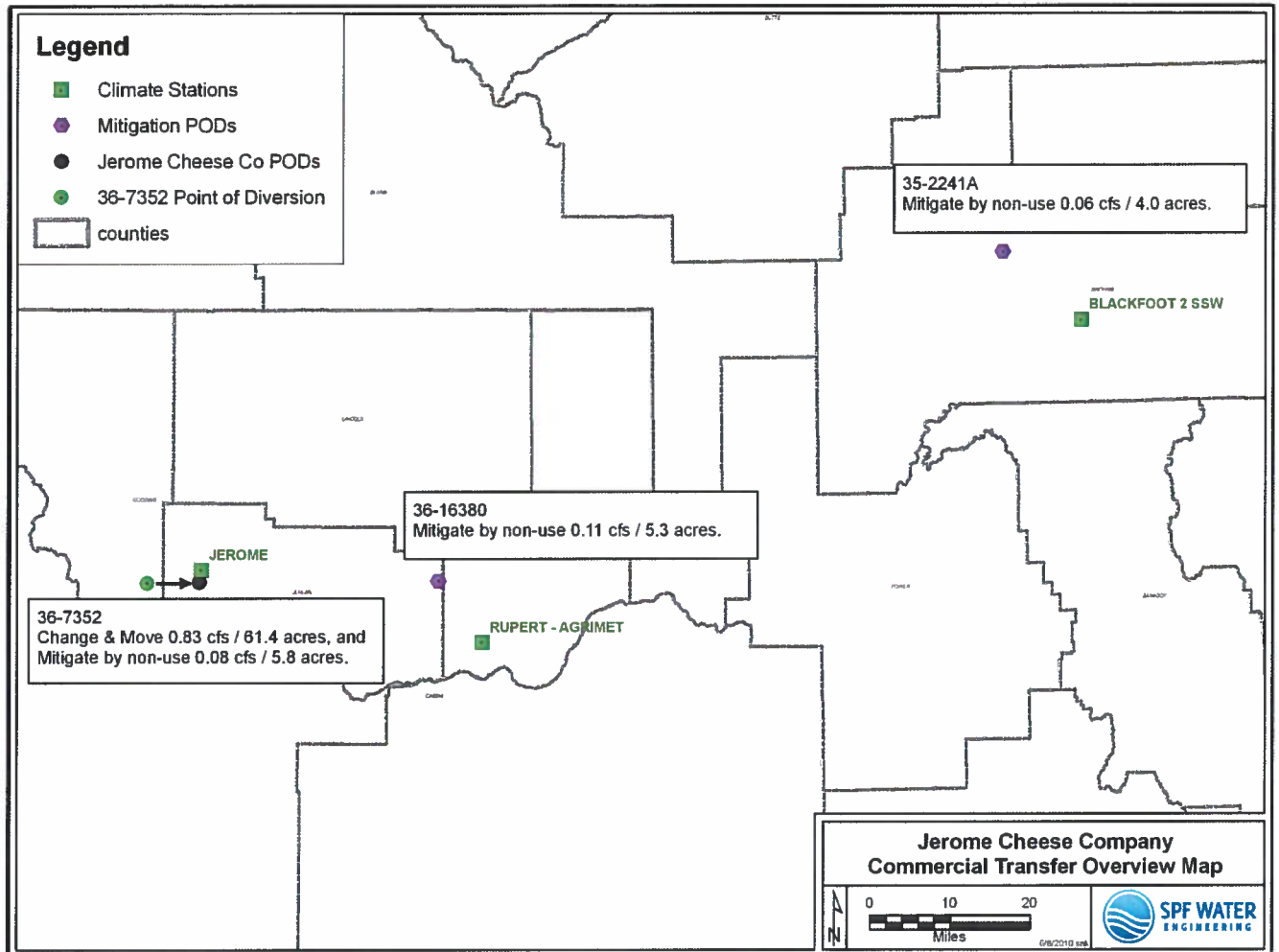


Figure 13: Transfer Overview Map showing existing and proposed points of diversion and locations of representative ET Idaho climate stations.



Figure 14: Proposed points of diversion and place of use.

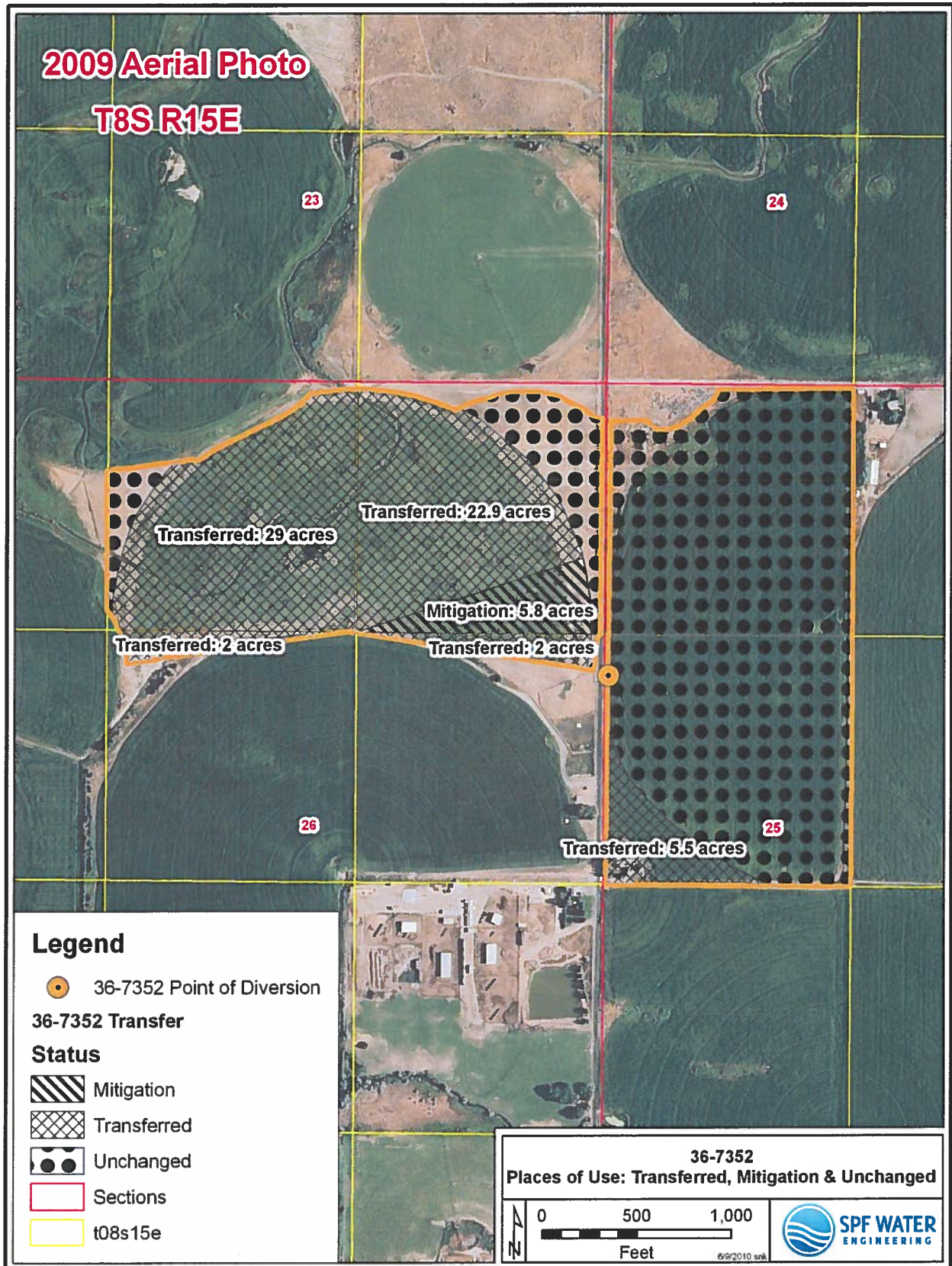


Figure 15: Existing place of use, point of diversion, transferred and mitigation portions.

ATTACHMENT #7b
GIS shapefile of existing and changed acres included
on accompanying compact disk

Map included in Attachment #7a (Figure 15)

ATTACHMENT #8a
Extent of Historic Beneficial Use of Changed Portion
and
Water Balance

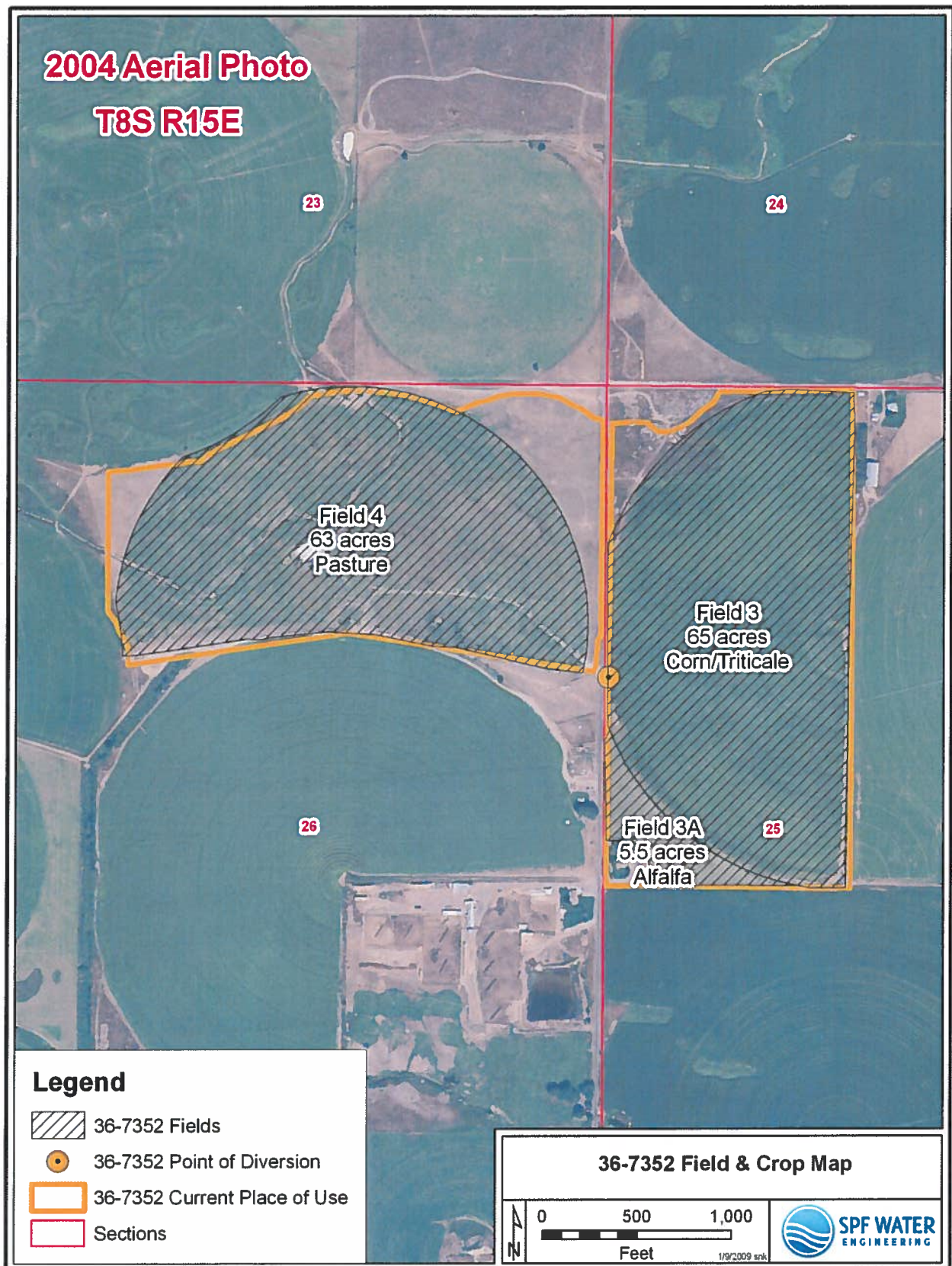


Figure 16: Existing place of use field and crop map.

Year	<u>FIELDS</u>		
	3	3A	4
2001	**Corn / Triticali	Alfalfa	Pasture
2002	**Corn / Triticali	Alfalfa	Pasture
2003	**Corn / Triticali	Alfalfa	Pasture
2004	**Corn / Triticali	Alfalfa	Pasture
2005	**Corn / Triticali	Wheat	Pasture
2006	**Corn / Triticali	Alfalfa	Pasture
2007	Corn	Alfalfa	Pasture

** Double Crop

Table 1: Crop records for 2001 through 2007. Refer to field and crop map in Figure 16.

Summary - Transferred Portion		
Element	Pre-Transfer	Post-Transfer
Flow (cfs)	0.83	0.83
Volume (afa)	245.6	200.1
Consumptive Volume (afa)	200.1	200.1

Table 2: Pre- and Post-Transfer Water Balance Summary for Transferred Portion of 36-7352

Jerome Cheese Transfer Application

WATER BALANCE

EXISTING WATER RIGHTS				
Jerome Cheese Base Rights (Transfer and Mitigation)		Additional Mitigation Base Rights		
Right	36-7352	Right	36-16380	35-2241A (Part)
Priority Date	7/18/1973	Priority Date	9/12/1973	8/19/1952
Diversion Limit (cfs)	2.05	Diversion Limit (cfs)	0.11	0.06
Acre Limit	151	Acre Limit	5.3	4
cfs/acre	0.014	cfs/acre	0.021	0.015
Volume Limit (afa)	604	Volume Limit (afa)	21.2	16
Volume/Acre	4.00	Volume/Acre	4.00	4.00

PORTION CHANGED TO COMMERCIAL-USE	
Right	36-7352
Diversion Limit (cfs)	0.83
Total Acres	61.4
Volume Limit (afa)	245.6
Acres Alfalfa	5.50
CU Factor Alfalfa (af/acre)	3.25
Annual CU Alfalfa (afa)	17.9
Acres Pasture	55.9
CU Factor Pasture (af/acre)	3.26
Annual CU Pasture (afa)	182.2
Total Annual CU (afa)	200.1

MITIGATION PORTIONS (NON-USE)				
Right	36-7352	Right	36-16380	35-2241A (Part)
Diversion Limit (cfs)	0.08	Diversion Limit (cfs)	0.11	0.06
Acres Pasture	5.8	Acres Pasture	5.3	4
cfs/acre	0.014	cfs/acre	0.021	0.015
Volume Limit (afa)	23.2	Volume Limit (afa)	21.2	16
Volume/Acre	4.00	Volume/Acre	4.00	4.00
CU Factor Pasture (af/acre)	3.26	CU Factor (af/acre)	3.00	2.78
Annual CU (afa)	18.9	Annual CU (afa)	15.9	11.1

REMAINING (UNCHANGED) PORTIONS				
Right	36-7352	Right	36-16380	35-2241A (Part)
Diversion Limit (cfs)	1.14	Diversion Limit (cfs)	0.0	0.0
Acre Limit	83.8	Acre Limit	0.0	0.0
cfs/acre	0.014	cfs/acre	n/a	n/a
Volume Limit (afa)	335.2	Volume Limit (afa)	0.0	0.0
Volume/Acre	4.00	Volume/Acre	n/a	n/a

Summary - Transferred Portion		
Element	Pre-Transfer	Post-Transfer
Flow (cfs)	0.83	0.83
Volume (afa)	245.6	200.1
Consumptive Volume (afa)	200.1	200.1

Table 3: Detailed water balance.

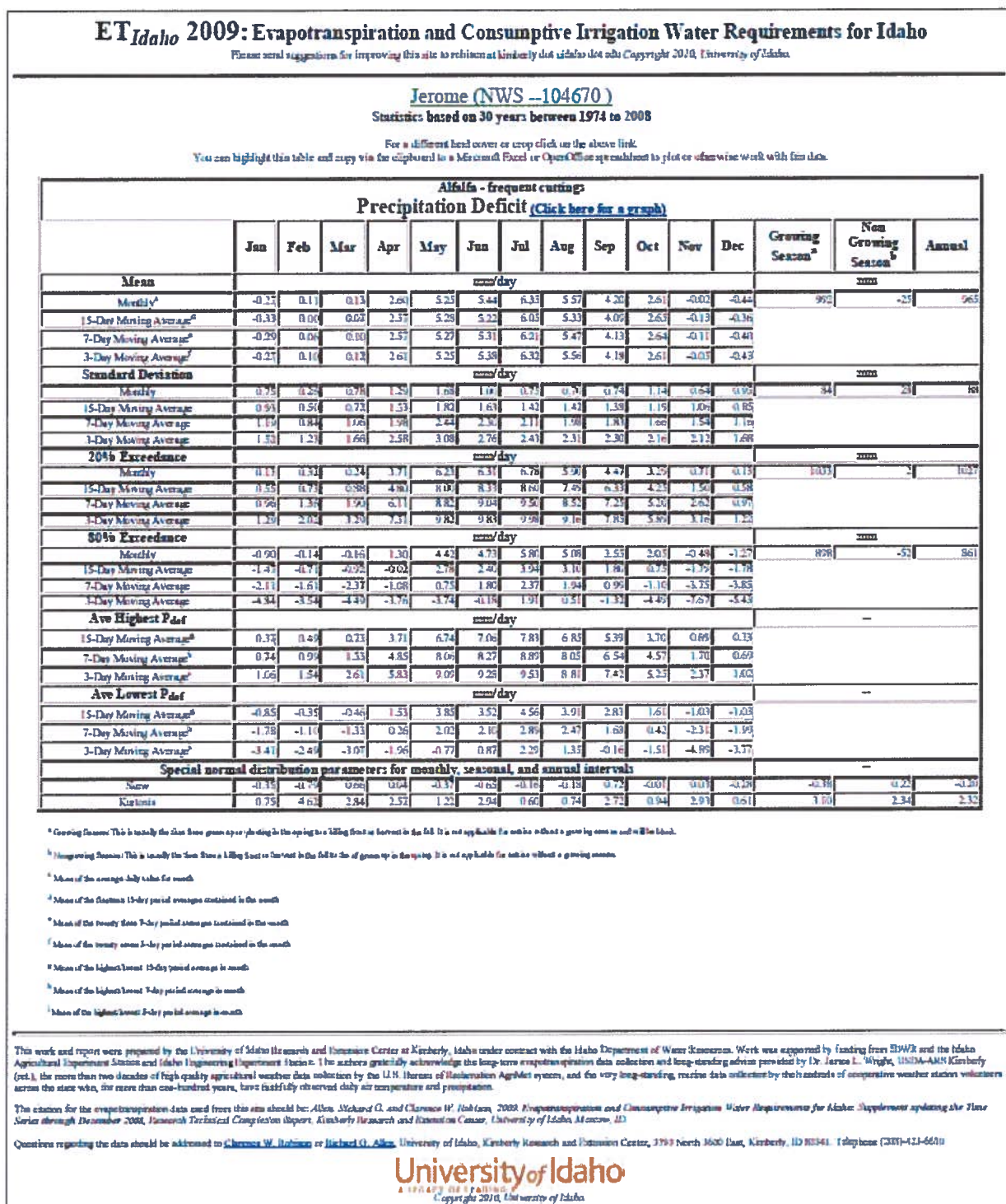


Figure 17: Consumptive Irrigation Requirement (CIR) for alfalfa at existing place of use for 36-7352. Average growing season CIR is 992 mm, which is equivalent to 3.25 acre-feet per acre per year.

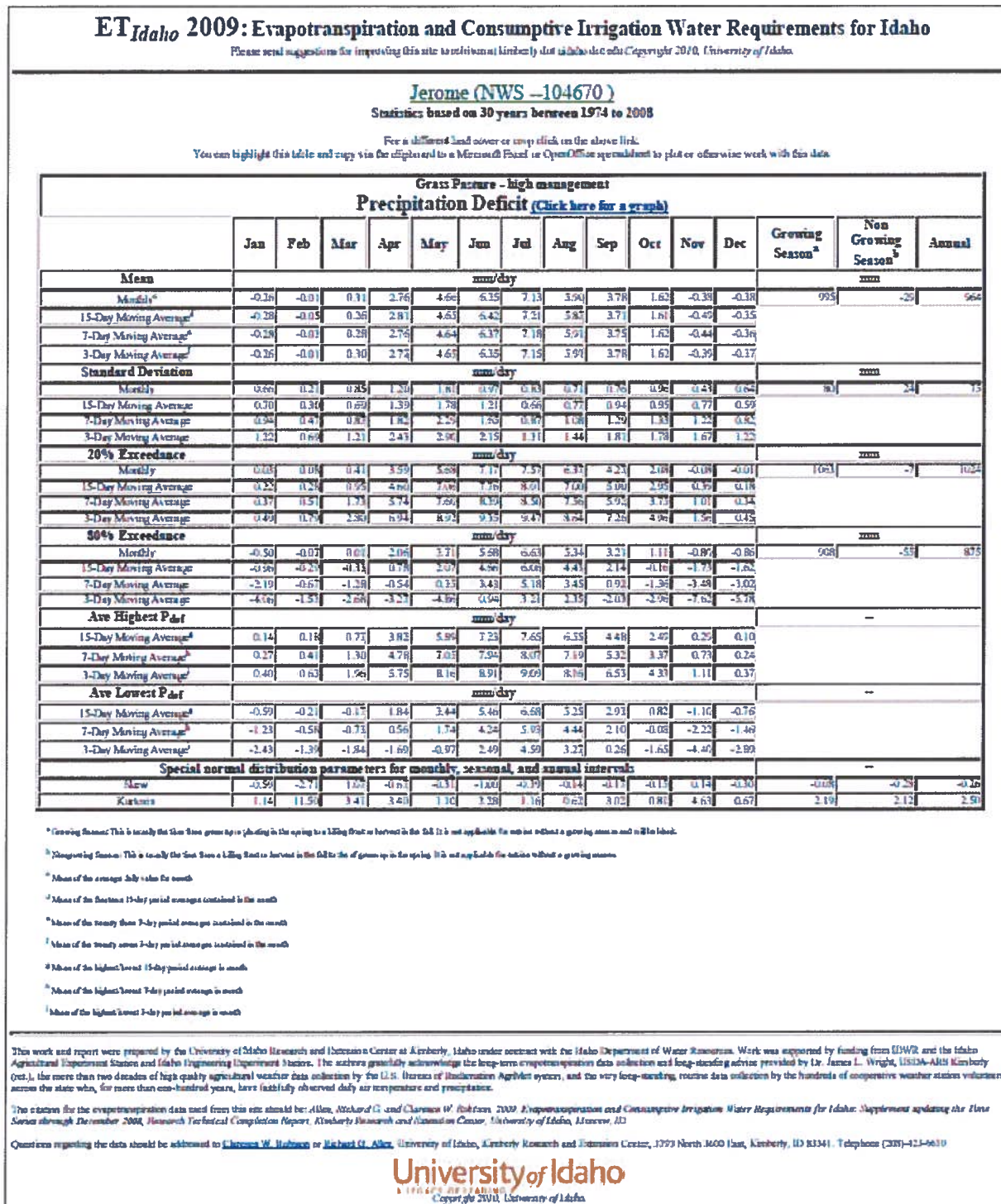


Figure 18: Consumptive Irrigation Requirement (CIR) for grass pasture at existing place of use for 36-7352. Average growing season CIR is 995 mm, which is equivalent to 3.26 acre-feet per acre per year.

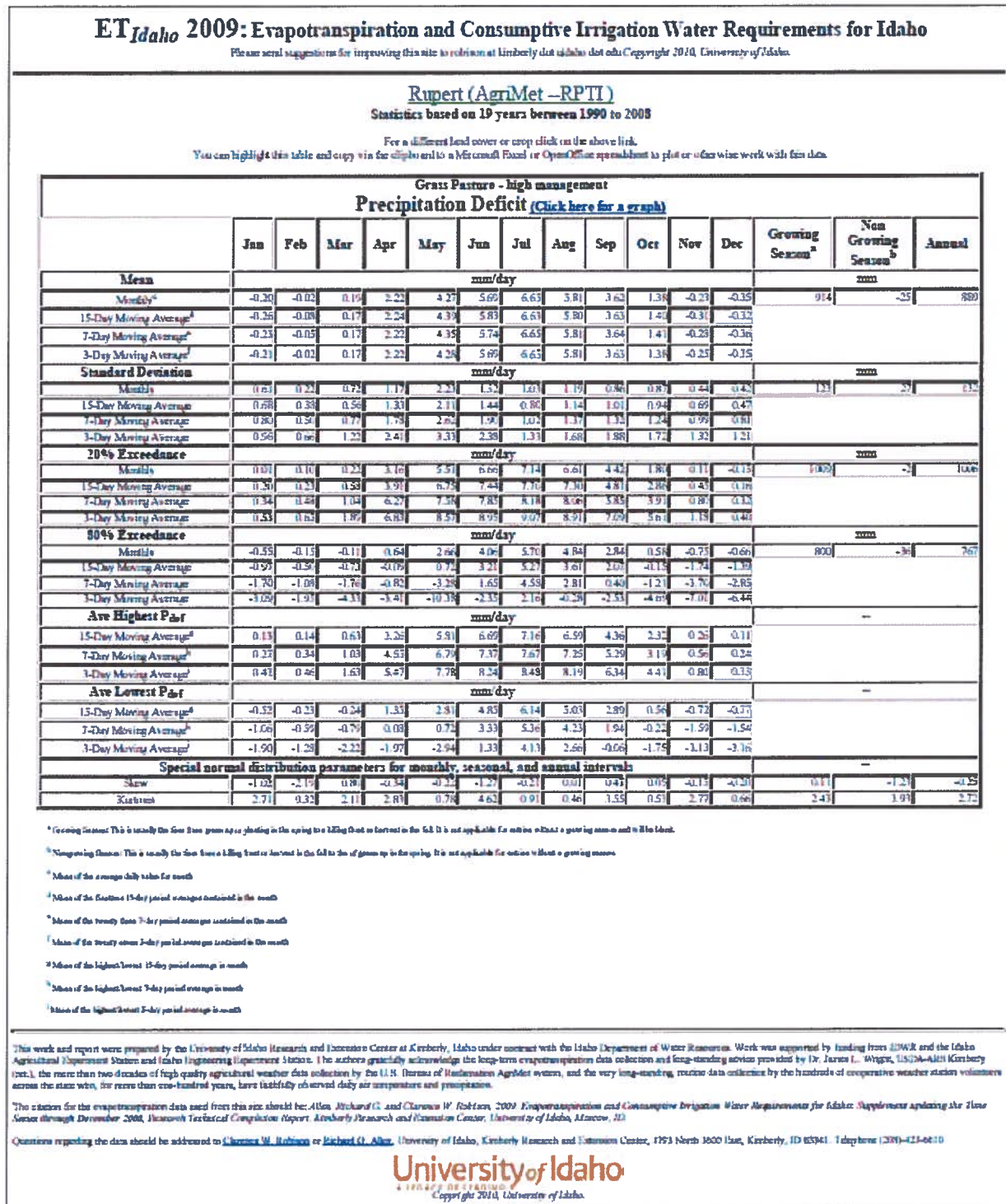


Figure 19: Consumptive Irrigation Requirement (CIR) for grass pasture at existing place of use for 36-16380. Average growing season CIR is 914 mm, which is equivalent to 3.00 acre-feet per acre per year.

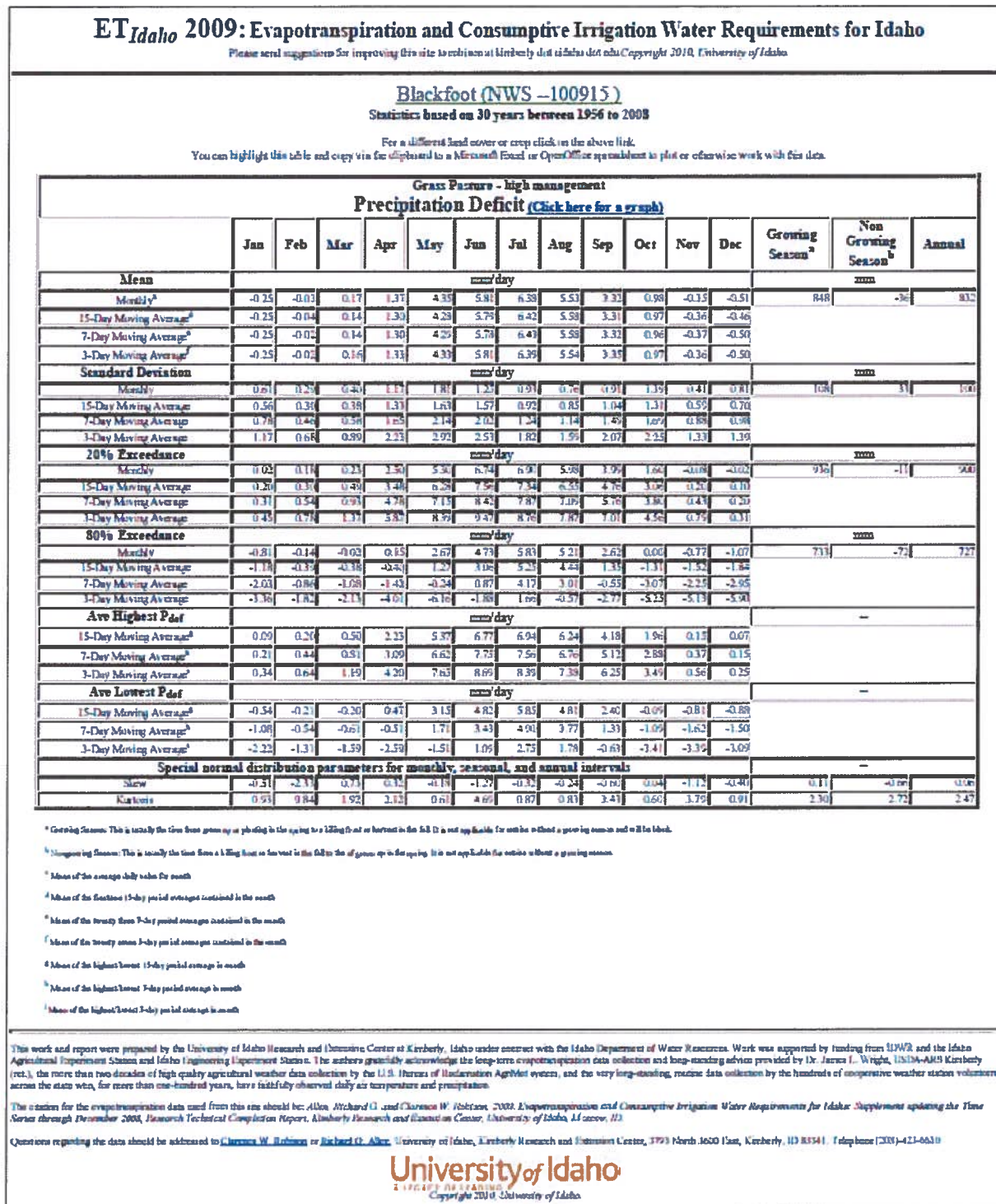


Figure 20: Consumptive Irrigation Requirement (CIR) for alfalfa at the existing place of use for 35-2241A. Average growing season CIR is 848 mm, which is equivalent to 2.78 acre-feet per acre per year.

Affidavit

August 12, 2005

To Whom It May Concern,

S1/2NW1/4 and N1/2SW1/4 Sec 24 Township 09S Range 20 E is currently in pasture grasses and is currently being pastured by my cattle.

Robert E. Messner
Robert E. Messner

Crop record for 36-16380

Form Approved - OMB No. 0560-0004

CO. NGHAM, IDAHO

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2006

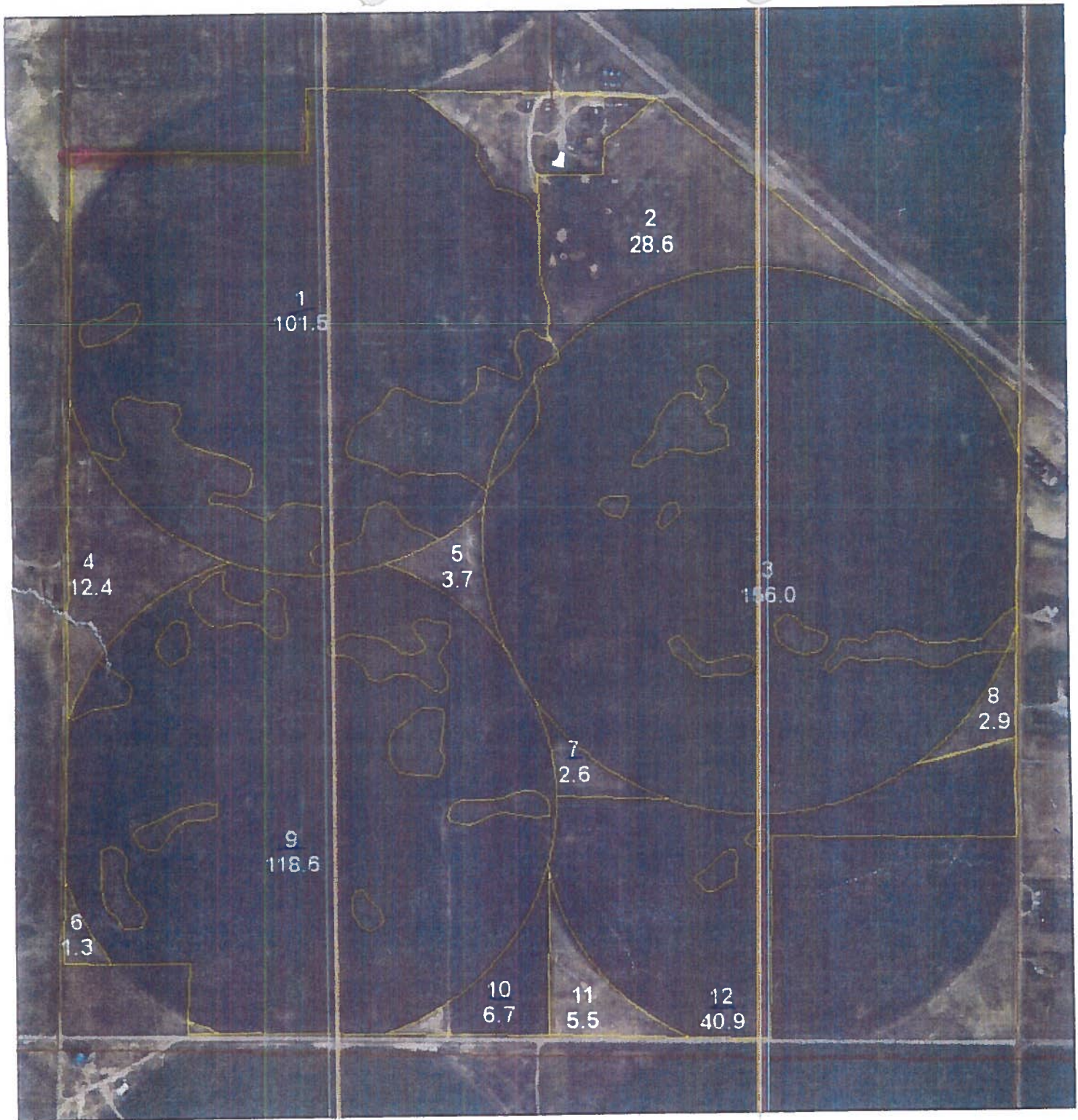
DATE: 08-28-2009

Producer Name and Address ID
 CONNIE BROWER 1020
 2767 LEISURE WORLD
 MESA, AZ 85206-5434

NOTE: The following statements are made in accordance with the Privacy Act of 1974(5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Washington, D.C. 20250; and Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR LSA																RMA Opt
Farm Number	Tract Number	CLU/Field	Ir Pr	Var/ C/C	Int Type	C/C Stat	Rpt Unit	Reported Quantity	Determined Quantity	Crp Lnd	Planting Date	Prod Share	Prod Name	Unt	Unt	
5165	25360	1	N1	GRASS ORG	Graze	I	A	107.40	107.40	Y	05-01-2000	1.0000	CONNIE BROWER			
		2	N1	GRASS ORG	Graze	I	A	76.80	76.80	Y	05-01-2000	1.0000	CONNIE BROWER			
	25701	1	N1	GRASS ORG	Graze	I	A	169.70	169.70	Y	05-01-2000	1.0000	CONNIE BROWER			
		2	N1	GRASS ORG	Graze	I	A	121.40	121.40	Y	05-01-2000	1.0000	CONNIE BROWER			
		3	N1	GRASS ORG	Graze	I	A	26.00	26.00	Y	05-01-2000	1.0000	CONNIE BROWER			
		4	N1	GRASS ORG	Graze	I	A	110.20	110.20	Y	05-01-2000	1.0000	CONNIE BROWER			
		5	N1	GRASS ORG	Graze	I	A	14.50	14.50	Y	05-01-2000	1.0000	CONNIE BROWER			
		6	N1	GRASS ORG	Graze	I	A	88.20	88.20	Y	05-01-2000	1.0000	CONNIE BROWER			
7	N1	GRASS ORG	Graze	I	A	99.40	99.40	Y	05-01-2000	1.0000	CONNIE BROWER					
Photo Number/Legal Descriptions: 25360 K10 Sec. 18- T1S-R33 25701 21,28-1S-33 (NEW) K11/M11																
Cropland: 813.6 Farmland: 1080.0																

5166	442	1	N1	FALLOW		I A		7.00		Y			.3500 GARY EVANS .3500 BLAINE M EVANS .3000 CONNIE BROWER
		2	N1	GRASS WCR	Graze	I A		28.60		Y	05-15-1986		.3500 GARY EVANS .3500 BLAINE M EVANS .3000 CONNIE BROWER
		4	N1	FALLOW		I A		12.40		Y			.3500 GARY EVANS .3500 BLAINE M EVANS .3000 CONNIE BROWER
		5	N1	FALLOW		I A		3.70		Y			.3500 GARY EVANS .3500 BLAINE M EVANS .3000 CONNIE BROWER
		7	N1	FALLOW		I A		2.60		Y			.3500 GARY EVANS .3500 BLAINE M EVANS .3000 CONNIE BROWER
		8	N1	FALLOW		I A		2.90		Y			.3500 GARY EVANS .3500 BLAINE M EVANS

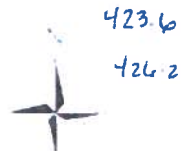


USDA United States Department of Agriculture
 Farm Service Agency

Farm 5711
Tract 442

Digital Orthophotography
 Not to Scale

July 14, 2008



Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

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

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

May 14, 2012

JEROME CHEESE CO
547 W NEZ PERCE AVE
JEROME, ID 83338

RE: Transfer No. 77387
Water Right No(s). 36-7337F, 36-2554B, 36-2461B, 36-16907, 36-16909, 36-16911,
36-16380, 35-14253

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the **TIMES NEWS on 5/17/2012 and 5/24/2012**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**June 4, 2012**).

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

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

Sincerely,

Denise Maline
Administrative Assistant

cc:

SPF WATER ENGINEERING LLC
C/O SCOTT N KING
300 E MALLARD DR STE 350
BOISE, ID 83706

★ ★ ★ ★ ★
 RTHNEY-BOWLES
 TM
 U.S. POSTAGE
 1680 PB3524253
 3363 \$00.450 MAY 11 2012
 4068 MAILED FROM ZIP CODE 83301

MAY 14 2012

DEPT. OF WATER RESOURCES
SOUTHERN REGION

JEROME CHEESE COMPANY
PO BOX 485
JEROME, ID 83338

FTU

NIXIE 837 5E 1 00 05/13/12
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 83301525950 *1536-04260-11-44

9333B* 020501 @5259

[illegible]

Should be sent to 547 W. Nez Perce Ave, Jerome.

Re-sent 5.14.2012.

mt



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

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

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

May 11, 2012

JEROME CHEESE CO
PO BOX 485
JEROME, ID 83338

RE: Transfer No. 77387
Water Right No(s). 36-7337F, 36-2554B, 36-2461B, 36-16907, 36-16909, 36-16911,
36-16380, 35-14253

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If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

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

Sincerely,

Denise Maline
Administrative Assistant

cc:

SPF WATER ENGINEERING LLC
C/O SCOTT N KING
300 E MALLARD DR STE 350
BOISE, ID 83706



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

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

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

May 11, 2012

CINDY YENTER
WATER DISTRICT #130
1341 FILLMORE ST, STE 200
TWIN FALLS, ID 83301

Hand Delivered

RE: Transfer No. 77387

Water Right No(s): 36-7337F, 36-2554B, 36-2461B, 36-16907, 36-16909, 36-16911,
36-16380, 36-14253

Dear Ms. Yenter:

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 watermaster, 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

Buffington, Denise

From: Buffington, Denise
Sent: Thursday, May 10, 2012 11:50 AM
To: Times News
Subject: LEGAL NOTICE
Attachments: Times News Cover Letter.docx; Times News Ad.docx

Attached please find (1) legal notice being submitted for publication on May 17th & 24th, 2012. Please contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Also, please note my new e-mail address listed below. I recently got married and have changed my name. If you have any trouble reaching me via e-mail, please call our office at (208) 736-3033.

Thank you in advance,

Denise Maline (formerly Buffington)
Administrative Assistant
Idaho Department of Water Resources
1341 Fillmore St, Ste 200
Twin Falls, Idaho 83301
(208) 736-3033
denise.maline@idwr.idaho.gov

May 10, 2012

LEGAL NOTICE DEPARTMENT
TIMES NEWS
PO BOX 548
TWIN FALLS, ID 83303-0548

RE: Transfer No. 77387

Water Right No(s): 36-7337F, 36-2554B, 36-2461B, 36-16907, 36-16909, 36-16911, 36-16380,
35-14253

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before June 4, 2012. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 77387**

JEROME CHEESE CO, 547 W NEZ PERCE AVE, JEROME, ID 83338 has filed Application No. 77387 for changes to the following water rights within JEROME, BINGHAM, GOODING County(s): Right No(s). 36-7337F, 36-2554B, 36-2461B, 36-16907, 36-16909, 36-16911, 36-16380, 35-14253; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes transferring a 67.2-acre (0.83 cfs & 200.1 afa) portion of a groundwater irrigation right from a farm located approximately 6.5 miles east of Jerome and converting it to year round commercial use at an existing cheese factory located approximately 1 mile south of Jerome. The portion of groundwater right will be combined with three existing groundwater rights (that currently allow for the diversion of 2.7 cfs & 615.0 afa for commercial use) at the cheese factory and will be diverted from two existing wells. No new wells will be drilled. In order to mitigate impact to hydraulically connected reaches of the Snake River, 9.3 acres from two groundwater rights diverting a combined total of 0.17 cfs and 37.2 afa will no longer be irrigated.

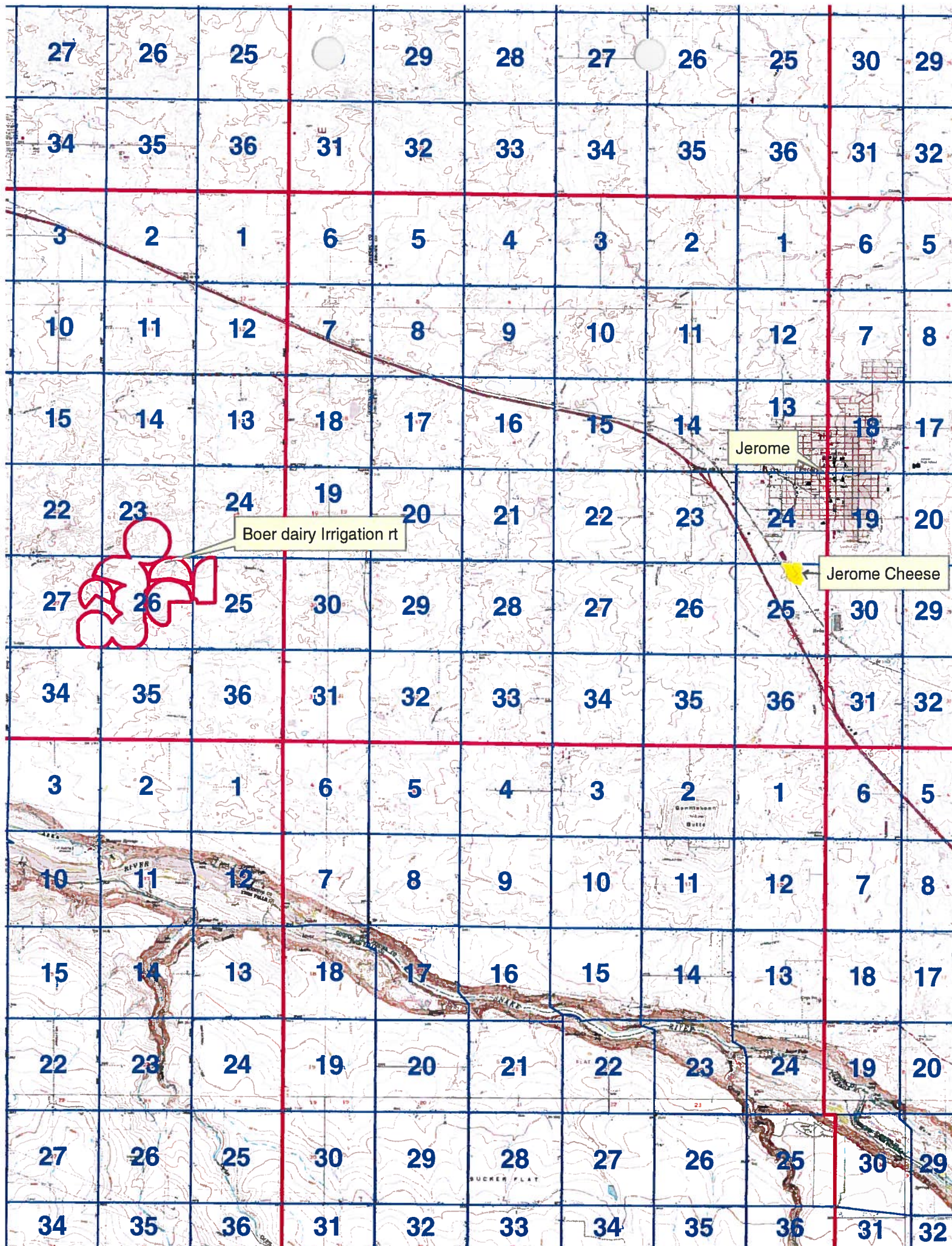
For additional information concerning the property location, contact Southern Region office at (208) 736-3033. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 1341 Fillmore St, Suite 200, Twin Falls ID 83301 together with a protest fee of \$25.00 for each application on or before June 4, 2012. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Interim Director
Published on May 17th & 24th, 2012

MEMORANDUM

Date: May 01, 2012
To: Transfer 77387
From: jroberts
Re: Legal Notice Remarks

Application proposes transferring a 67.2-acre (0.83 cfs & 200.1 afa) portion of a groundwater irrigation right from a farm located approximately 6 ½ miles east of Jerome and converting it to year round commercial use at an existing cheese factory located approximately 1 mile south of Jerome. The portion of groundwater right will be combined with three existing groundwater rights (that currently allow for the diversion of 2.7 cfs & 615.0 afa for commercial use) at the cheese factory and will be diverted from two existing wells. No new wells will be drilled. In order to mitigate impact to hydraulically connected reaches of the Snake River, 9.3 acres from two groundwater rights diverting a combined total of 0.17 cfs and 37.2 afa will no longer be irrigated.



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 17 2011

DEPT. OF WATER RESOURCES
SOUTHERN REGION

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

[] Water Right Number(s): 36-2461B, 36-2554B, 36-7337F

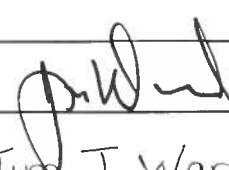
[] Name(s): JEROME CHEESE CO

[] Old Mailing Address: PO BOX 485
547 W NEZ PERCE
JEROME, ID 83338

[] New Mailing Address: 547 WEST NEZ PERCE AVE
JEROME, ID 83338

Telephone Number: (208) 324 - 8807

Email: _____

[] Signature(s) of Owner(s) 
Jim T. Ward C.F.O.
(Include your title if on behalf of company or organization)

Date: 9-29-2011

Send a signed original to your closest regional office:

IDWR Northern Region
7600 Mineral Dr., Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
 JUN 29 2011
 DEPT. OF WATER RESOURCES
 SOUTHERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
35-2241A		X			
36-16380					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Idaho Water Company, LLC
1135 Valley Rd So, Eden, ID 83325
4. New Owner/Claimant(s) Jerome Cheese Company
 Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address 547 W. Nez Perce Ave
- City, State and ZIP Code Jerome, ID 83338
- New Telephone Number (208) 324-8006
5. Date you acquired the property May 24, 2010

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number <u>35-2241A</u>		
Irrigation	0.06 cfs / 16 afa	4 acres
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For Office Use Only

Received by <u><i>[Signature]</i></u>	Date <u>6-29-11</u>	Fee <u>\$125.00</u>
Receipted by <u><i>[Signature]</i></u>	Date <u>6-30-11</u>	Receipt No. <u>5032002</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

SPECIAL WARRANTY DEED FOR WATER RIGHT

Idaho Water Company LLC, an Idaho Limited Liability Company registered to do business in Idaho as Idaho Water Company LLC, a/k/a Idaho Water Co. LLC whose address is 1135 Valley Rd. So. Eden, Idaho 83325, (Grantor) does hereby grant, bargain, sell, assign, and convey unto DAVISCO FOODS INTERNATIONAL, INC. dba JEROME CHEESE COMPANY whose address is 547 W. Nez Perce Ave., Jerome, ID 83338. (Grantee) and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in the water rights or portions thereof described in Exhibit A hereto (collectively the "Water Rights")

Grantor retains no residual or reversionary interest in any of the Water Rights conveyed.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner of the Water Rights;
- (B) that Grantor has not conveyed any of the Water Rights to anyone other than Grantee;
- (C) that the Water Rights are free from all liens, claims, or encumbrances;
- (D) that Grantor has the authority to convey the Water Rights to Grantee;
- (E) the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Rights.

Grantor makes no other covenants or warranties as to the Water Rights.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this 29th day of May, 2010.

"Grantor"

IDAHO WATER COMPANY, LLC

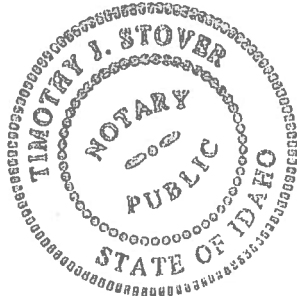
By: 

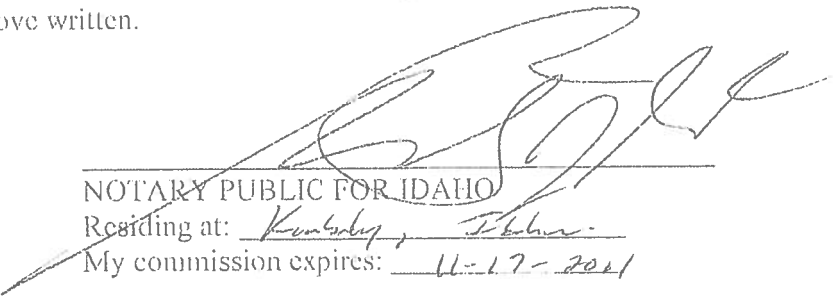
Delbert G. Kohtz, Managing Member

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 24 day of May, 2010, before me, a Notary Public for said County and State, personally appeared DELBERT G. KOHTZ, known or identified to me, to be one of the members of the limited liability company of IDAHO WATER COMPANY, LLC, and the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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




NOTARY PUBLIC FOR IDAHO

Residing at: Kentucky, Idaho

My commission expires: 11-17-2011

EXHIBIT A

WATER RIGHTS DESCRIPTION

<u>Water Right</u>	<u>Quantity</u>	<u>Acres / Place of Use</u>
35-2241A	(0.06 cfs / 16 afa)	4 acres (out of the SWNW, Section 36, Township 01S, Range 33E, Bingham County, Idaho)
36-16380	(0.11 cfs / 21.2 afa)	5.3 acres within a 485-acre place of use generally located at Section 24, Township 08S, Range 21E; Section 25, Township 08S, Range 21E; and Section 30, Township 08S, Range 22E, Jerome County, Idaho)

EXPRESSLY RESERVING UNTO GRANTOR, all remaining portions of Water Right 35-2241A in the amount of 4.09 cfs and 1,088afa, together with any and all portions of all other water rights that may be appurtenant to the authorized place of use for Water Right 35-2241A and/or Water Right 36-16380 as of the date of this grant.

COPY

Idaho Department of Water Resources Receipt

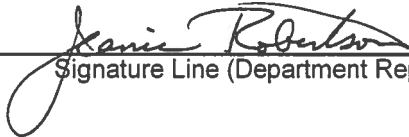
Receipt ID: S032002

Payment Amount \$1,065.00 Date Received 6/30/2011 9:10 AM Region SOUTHERN
Payment Type Check Check Number 101598
Payer JEROME CHEESE COMPANY

Comments Transfer 77387 - 36-16907 (part of 36-7352) \$250.00
Transfer 77388 - 36-16906 (part of 36-7352) \$690.00
Ownership Change - 35-2241A (SPLIT) \$100.00; 36-16380 \$25.00

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$250.00	TRANSFERS	64106	0229	21		1155
\$690.00	TRANSFERS	64106	0229	21		1155
\$125.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155


Signature Line (Department Representative)



SPF WATER
ENGINEERING

June 25, 2011

Idaho Department of Water Resources
Southern Regional Office
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

RECEIVED
JUN 29 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Subject: Transfer Applications for Jerome Cheese Company and Boer Dairy, LLC

Dear Southern Region:

On behalf of our client, Jerome Cheese Company, enclosed are two companion transfer applications and supporting documents. The first application for transfer, filed by Jerome Cheese Company, proposes changing a portion of water right 36-7352 from irrigation to commercial use and moving the point of diversion and place of use to Jerome Cheese Company's facility in Jerome, Idaho. This change requires additional mitigation, which is accomplished with portions of water rights 36-7352, 36-16380 and 35-2241A and as described in the transfer attachments.

A notice of change in water right ownership is enclosed for water rights 36-16380 and 35-2241A (portion). The conveyance from Idaho Water Company LLC to Jerome Cheese Company is documented by the special warranty deed for water rights. Unfortunately, I noticed that the notice is not signed, but I will see to it that Jerome Cheese provides a signed copy as soon as possible.

The second transfer application is filed by Boer Dairy, LLC. This application proposes a permissible place of use for Boer Dairy irrigation water rights no. 36-7617 and the portion of 37-7352 that will not be conveyed to Jerome Cheese Company for transfer and mitigation as described above.

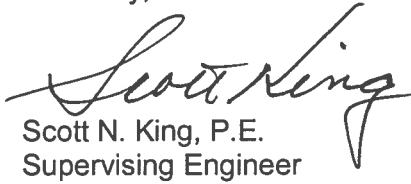
Enclosed is a check for the sum of \$1,065, which covers the following fees:

- Jerome Cheese Company transfer application (\$250)
- Jerome Cheese Company change of ownership for one unsplit right (\$25) and one split right (\$100)
- Boer Dairy transfer application (\$690)

Please contact me directly if you have any questions regarding these applications.

June 25, 2011

Sincerely,


Scott N. King, P.E.
Supervising Engineer

cc: Dave Moore / Jerome Cheese Company
Robert E. Williams / Attorney for Boer Dairy

File: 674.0010