

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of Applicant Ms. Jacqueline Machado Phone 208-731-6889

Mailing address 3340 N 1100 E Buhl Id 83316 Email _____

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

DEPT. OF WATER RESOURCES
SOUTHERN REGION

2. Describe the reason for the proposed changes To use in a Day operators for Commercial and stock water use (Acres being drilled up are for a Grand pit and will not be used.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Region
- 47-17453	11/06/54	.12	Com/stock	01-01	to 12-31
- 47-17459	8/8/54	.008	Com/stock	01-01	to 12-31
- 47-17461	4/31/61	.056	Com/stock	01-01	to 12-31
47-08121	9/21/88	.09/23.3AF	Com/stock/dam	01-01	to 12-31

2. Total amount of water being transferred 29 cubic feet per second and/or ~~2~~3.3 acre-feet per annum.

3. Source of water Ground water tributary to

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

Total Acres *NA*

PART 1

6. General Information:

- a. Description of diversion system existing wells
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
_____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
N/A stock/com use Ground Ground will be used for Ground pit.
- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

For the Director

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

ND

If yes, describe

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount .12 for Com/stock purposes from 01-01 to 12-31
(cfs/ac-ft)
amount .008 for Com/stock purposes from 01-01 to 12-31
(cfs/ac-ft)
amount .056 for Com/stock purposes from 01-01 to 12-31
(cfs/ac-ft)

Current Water Right No. 47-8121

Priority Date: 09/21/1988
Origin: Water Right
Basis: License
Status: Active

Tributary to:

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	1/01	12/31	0.09 CFS	20.9 AFA	Dairy
DOMESTIC	1/01	12/31	0.04 CFS	1.2 AFA	
COMMERCIAL	1/01	12/31	0.09 CFS	1.2 AFA	Dairy
Total Diversion			0.09 CFS	23.3 AFA	

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GROUND WATER NWSW 11S 14E 9 TWIN FALLS

PLACE OF USE: STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	
11S	14E	9										X							

1. Commercial use is for a dairy operation.
Stockwater use is for 500 dairy cattle and 100 range cattle.
Domestic use is for 1 home.
2. Water used under this right when discharged into a natural channel or subsurface system shall meet Idaho Water Quality Standards.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
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Transfer No. _____
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Current Water Right No. 47-8121

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use? **NO**

Transfer No. _____

Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
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Current Water Right No. 47-17453

Priority Date: 11/06/1961

Origin: Adjudication Recommendation

Basis: License

Status: Active

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	4.23 CFS	924.8 AFA	
	Total Diversion	4.23 CFS	924.8 AFA	

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Source and Point(s) of Diversion:

GROUND WATER	SWSW	11S 18E	32	TWIN FALLS
GROUND WATER	SWNW	11S 18E	32	TWIN FALLS
GROUND WATER	SWNE	11S 18E	31	TWIN FALLS

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PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 18E 31	1.6		8.5	38.0								2.6	40.0	26.0	38.0	37.0	191.7
11S 18E 32							39.0				1.0						40.0

Total Acres: 231.7

Conditions/Remarks:

1. The right holder shall maintain a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
2. Use of this right is combined with water from Twin Falls Canal Co.
3. Right 47-17453 is limited to the irrigation of 231 acres within the place of use described above in a single irrigation season.
4. 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.
5. The rights listed below are limited to a total combined annual diversion volume of 926.8 af.
Combined Right Nos.: 47-17453, 47-17457, 47-17459

IDAHO DEPARTMENT OF WATER RESOURCES
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PART 2

Current Water Right No. 47-17459

5. The rights listed below are limited to a total combined diversion rate of 4.23 cfs. Combined Right Nos.: 47-17453, 47-17457, 47-17459
6. Use of this right is combined with water from Twin Falls Canal Co.
7. The rights listed below are limited to a total combined annual diversion volume of 926.8 af. Combined Right Nos.: 47-17453, 47-17457, 47-17459
8. Right 47-17459 is limited to the irrigation of 210.8 acres within the place of use described above in a single irrigation season.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use? *NO*

Transfer No. _____

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IDAHO DEPARTMENT OF WATER RESOURCES
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Current Water Right No. 47-17459

Priority Date: 08/08/1954

Origin: Adjudication Recommendation

Basis: License

Status: Active

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	1.92 CFS	843.2 AFA	
	Total Diversion	1.92 CFS	843.2 AFA	

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GROUND WATER	SWSW	11S 18E	32	TWIN FALLS
GROUND WATER	SWNW	11S 18E	32	TWIN FALLS
GROUND WATER	SWNE	11S 18E	31	TWIN FALLS

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 18E 31	1.6		8.5	38.0								2.6	40.0	26.0	38.0	37.0	191.7
11S 18E 32							39.0				1.0						40.0

Total Acres: 231.7

Conditions/Remarks:

1. 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.
2. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. The right holder shall maintain a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
4. Right Nos. 47-17453, 47-17457, 47-17459 are limited to the irrigation of a combined total of 231.7 acres in a single irrigation season.

**IDAHO DEPARTMENT OF WATER RESOURCES
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Receipt No. _____

Current Water Right No. 47-17457

6. 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. Use of this right is combined with water from Twin Falls Canal Co.
8. 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.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use? **NO**

Transfer No. _____
Receipt No. _____

IDAHO DEPARTMENT OF WATER RESOURCES
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Current Water Right No. 47-17457

Priority Date: 04/03/1961

Origin: Adjudication Recommendation

Basis: License

Status: Active

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	0.30 CFS	150.8 AFA	
	Total Diversion	0.30 CFS	150.8 AFA	

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GROUND WATER	SWNE	11S 18E	31	TWIN FALLS
GROUND WATER	SWNW	11S 18E	32	TWIN FALLS
GROUND WATER	SWSW	11S 18E	32	TWIN FALLS

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 18E 31	1.6		8.5	38.0								2.6	40.0	26.0	38.0	37.0	191.7
11S 18E 32							39.0				1.0						40.0

Total Acres: 231.7

Conditions/Remarks:

- Right 47-17457 is limited to the irrigation of 106.5 acres within the place of use described above in a single irrigation season.
- The right holder shall maintain a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
- Right Nos. 47-17453, 47-17457, 47-17459 are limited to the irrigation of a combined total of 231.7 acres in a single irrigation season.
- The rights listed below are limited to a total combined annual diversion volume of 926.8 af.
Combined Right Nos.: 47-17453, 47-17457, 47-17459
- The rights listed below are limited to a total combined diversion rate of 4.23 cfs. Combined Right Nos.: 47-17453, 47-17457, 47-17459

IDAHO DEPARTMENT OF WATER RESOURCES
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Receipt No. _____

Current Water Right No. 47-17453

6. The rights listed below are limited to a total combined diversion rate 4.23 cfs. Combined Right Nos.: 47-17453, 47-17457, 47-17459
7. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
8. Right Nos. 47-17453, 47-17457 and 47-17459 are limited to the irrigation of a combined total of 231.7 acres in a single irrigation season.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO



NW 1/4 SW 1/4 Sec 9 T11S R14E

PART 3**B. CHANGES IN NATURE OF USE**

1.

New Nature of Use	Amount(cfs/af-ft)	Hours/days/year	Period of Use
<u>Gravel Stock</u>	<u>20 AF</u>	<u>12-01</u>	to <u>12-31</u> to _____
2. Quantity and quality of return flows and location of discharge: N/A
3. Describe effects on other water uses resulting from the proposed change:
Land is Being Dredged up TO use as A Gravel pit.

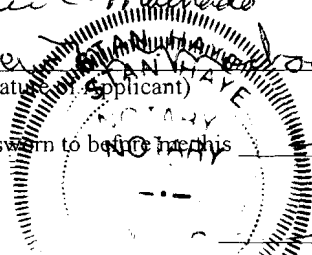
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Joqueline C. Machado
Matthew M. Machado
(Signature of Applicant)

JACQUELINE C. MACHADO
Matthew M. Machado
Print Name (and title, if applicable)

Subscribed and sworn to before me this 5th day of OCT, 2008



(Notary Public)

My commission expires 8-25-12

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by B Walker Date 6/22/09 Protest filed by _____

Prelim. Check by B Walker Fee 250.00

Receipted by B Walker * Date 8/22/08 5030374

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

* Fee from withdrawn transfer * Filed 8/14/08 SEE June 24th 09 letter

Dairy Facility Water Use and Runoff Calculations

Prepared By
Bob Ohlenschlen Certified Nutrient Management Planner
Nutrient Management Solutions, LLC.

Legal Description

N 1/2 SW 1/4
Twn 11S Rng 14E Sec 9

Estimate for **Matt Machado - Dairy Facility**

Number of Milking Animals..... 686 Head Number of Dry Cows..... 94 Head
Weight of Mature Animals..... 1,400 Pounds
Number of Heifers..... - Head
Average Weight of Heifers..... - Pounds

	Head	Animal Units
Cows	780	1,092 An.Units
Heifers	-	- An.Units

Type of milking parlor being used..... Parallel Number of stalls per side in parlor..... 12 head
Times per day cows are milked..... 2 Size of holding pen..... 96 head

Type of Separator Being Used..... Gravity Settling Basin 60% Separation
Manure from Mature Animals Handled as Liquid..... Parlor and Holding Pen 15.0% of Total
Manure from Heifers Handled as Liquid..... None 0.0% of Total
Daily manure stored as a liquid from the milking herd..... 85 Cu. Ft.
Daily separated solids that must be handled from the milking herd..... 128 Cu. Ft.
Daily manure handled as solids from milking herd..... 1,207 Cu. Ft.
Type of housing used for milking herd..... Freestall Daily Bedding..... 4 Tons
Type of bedding used for milking herd..... Compost 382 Cu. Ft.
Type of housing used for replacement animals..... Openlot Daily Bedding..... - Tons
Type of bedding used for replacement animals..... Long Straw - Cu. Ft.

Number of sprinklers in washpen..... 42 Output... 4.98 gpm Minutes used per cycle..... 0
Percent of the time sprinklers used..... 0% Additional water used to clean holding pen..... 1 000
Water used to flush holding pen..... 6,000

Barn Water Use	Daily Gallons	Cu. Ft.	Daily Gallons	Cu. Ft.	
Milk House Cleaning.....	50	6.7	Backflush System Water.....	1,373	184
Pipeline Cleaning.....	400	53.5	Cow Prep Water.....	686	92
Bulk Tank Cleaning.....	150	20.1	Wash Pen Sprinklers.....	-	-
Miscellaneous Cleaning.....	25	3.3	Wash Pen Cleaning/Flush.....	7,000	936
Parlor Floor Cleaning.....	500	66.8	Calf Bottle Clean-up Water....	55	7.3
Parlor Deck Flush.....	-	-	Calf Bottle Clean-up Water....	55	7.3
Parlor Spray Flush.....	-	-	Total Process Water Daily.....	10,293	1,362

0% Utilization

Recycled water is used for Holding Pen & Cow Drinking Amt Required Daily for Recycled Uses..... Gallons Cu. Ft.
37,576 5,023.5

Water Source and Amount Being Recycled

Milk Cooling Water..... 20,090 2,685.8
Chiller Cooling Water..... - -
Equipment Cooling Water..... - -
Total Daily Water to be Recycled..... 20,090 2,685.8
All Water Will Be Recycled - -
Total Process Water To Be Stored Daily..... 10,293 1,376.1
Gallons of Process Water Per Cow Per Day..... 15 gallons
Drinking Water Per Day..... Cows..... 25,241 gallons
Heifers..... - gallons % of total
Annual Process Water..... 12 Acre Feet 21.0%
Annual Animal Drinking Water..... 28 Acre Feet 71.0%
Annual Water Use..... 40 Acre Feet

Runoff Areas

	Length	Width	Slope	Area	Paved	Runoff	25yr 24hr	Winter	Total
Area 1	-	-	-	-	-	-	37,604	138,146	175,750
Area 2	-	-	0	-	-	-	-	-	-
Area 3	-	-	0	-	-	-	-	-	-
Area 4	-	-	-	-	-	-	-	-	-
Area 5	-	-	-	-	-	-	-	-	-
Area 6	-	-	-	-	-	-	-	-	-
Area 7	-	-	-	-	-	-	-	-	-
Area 8	-	-	-	-	-	-	-	-	-
Area 9	-	-	-	-	-	-	-	-	-
Area 10	-	-	-	-	-	-	-	-	-

Storage Requirements Precipitation Events..... 37,604 138,146 175,750 Cu Ft
Total Area Contributing Runoff..... - Sq Ft or Acres
Total Manure Stored as a Liquid..... 15,332 Cu Ft
Process Water and Manure Stored..... 247,702 Cu Ft
Total Storage Needed..... 438,784 Cu Ft

WARRANTY DEED

FOR VALUE RECEIVED MARVIN J. FRANKLIN AND PATRICIA W. FRANKLIN, TRUSTEES OF THE FRANKLIN FAMILY TRUST DATED NOVEMBER 27, 1990, the GRANTORS, do hereby grant, bargain, sell and convey unto MATTHEW M. MACHADO AND JACQUELINE C. MACHADO, HUSBAND AND WIFE, the GRANTEES, whose current address is 3340 North 1100 East, Buhl, ID 83316, the following described premises, in Twin Falls County, Idaho, to wit:

See Exhibit "A"

ALLIANCE TITLE & ESCROW

1995 OCT 19 PM 06

1995015286

600 LF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances except current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and they will warrant and defend the same from all lawful claims whatsoever.

DATED: October 18, 1995

THE FRANKLIN FAMILY TRUST DATED NOVEMBER 27, 1990

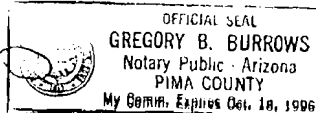
Marvin J. Franklin
Marvin J. Franklin, Trustee

Patricia W. Franklin
Patricia W. Franklin, Trustee

STATE OF AZ, COUNTY OF Pima

On this 18th day of October, 1995, before me, a notary public in and for the said State, personally appeared Marvin J. Franklin and Patricia W. Franklin, known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees of the Franklin Family Trust dated November 27, 1990, and acknowledged to me that they executed the same as Trustees.

Gregory B. Burrows
Notary Public
Residing at
Commission Expires:



COPY

MICROFILMED

AUG 06 1998

PARCEL 1:

Township 11 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho,

Section 9: NE1/4SW1/4 and NW1/4SW1/4

EXCEPT a tract of land located in the NW1/4SW1/4 of Section 9 Township 11 South, Range 14 EBM, Twin Falls County, Idaho, being more particularly described as follows: BEGINNING at the Northwest corner of said Section 9;

THENCE South 00°00' East along the West line of said Section 9 for 2637.55 feet to the TRUE POINT OF BEGINNING at the West quarter corner of said Section 9;

THENCE continuing South 00°00' East along said West line for 515.17 feet;

THENCE South 89°59'01" East for 424.16 feet;

THENCE North 86°36'03" East for 96.29 feet;

THENCE North 76°52'54" East for 27.57 feet to the centerline of an existing farm road;

THENCE North 87°22'36" East along said centerline for 315.15 feet to a point of curvature;

THENCE along said curve to the right, whose chord bears South 70°01'42" East, whose chord length is 73.84 feet, whose central angle is 45°10'27", and whose radius is 96.12 feet for 75.78 feet;

THENCE South 47°26'59" East along said centerline for 59.83 feet to a point of curvature;

THENCE along said curve to the left, whose chord bears South 67°24'53" East, whose chord length is 159.78 feet; whose central angle is 39°55'50", whose radius is 233.98 feet, for 163.06 feet;

THENCE South 87°22'51" East along said centerline for 101.50 feet to the centerline of an existing irrigation coulee,

THENCE along the centerline of said coulee for the following twelve courses and distances;

North 11°41'12" West 32.00 feet;

North 23°14'38" West 34.38 feet;

North 01°11'28" West 22.66 feet;

North 11°01'58" West 66.03 feet;

North 18°14'57" West 74.26 feet;

North 05°18'35" West 56.56 feet;

North 02°06'01" East 82.07 feet;

North 20°19'23" East 44.17 feet;

North 04°57'31" East 43.74 feet;

North 09°14'52" East 96.47 feet;

North 17°01'15" East 67.47 feet;

North 09°10'36" West 12.14 feet more or less to the North line of said SW1/4;

THENCE North 89°46'59" West along said North line of 1218.16 feet more or less to the TRUE POINT OF BEGINNING.

SUBJECT to a 25 foot wide road right of way along the West line of the above described tract of land.

ALSO SUBJECT to a 12.50 foot wide road right of way along the above mentioned existing farm road.

AND ALSO EXCEPT a tract of land located in the NW1/4SW1/4 of Section 9 Township 11 South, Range 14 EBM, Twin Falls County, Idaho, being more particularly described as follows: BEGINNING at the Northwest corner of said Section 9;

THENCE South 00°00" East along the West line of said Section 9 for 3152.72 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 00°00' East along said West line for 208.71 feet;

THENCE South 89°59'01" East for 208.71 feet;

THENCE North 00°00' East and parallel to the West line of said Section 9 for 208.71 feet;

THENCE North 89°59'01" West for 208.71 feet to the TRUE POINT OF BEGINNING.

PARCEL 2: A tract of land located in the NW1/4SW1/4 of Section 9 Township 11 South, Range 14 EBM, Twin Falls County, Idaho, being more particularly described as follows: BEGINNING at the Northwest corner of said Section 9;

THENCE South 00°00" East along the West line of said Section 9 for 3152.72 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 00°00' East along said West line for 208.71 feet;

THENCE South 89°59'01" East for 208.71 feet;

THENCE North 00°00' East and parallel to the West line of said Section 9 for 208.71 feet;

THENCE North 89°59'01" West for 208.71 feet to the TRUE POINT OF BEGINNING.

INITIAL HERE



COPY

MICROFILMED

AUG 6 1986

Farm Location

Idaho Transverse Mercator

Coordinates of the farm center (meters): X = 2469306.94571817, Y = 1247278.82879726

Map Scale: 1 : 31



Figure 1. Base Map

11S 18E Sec 32 SW NW





**United States
Department of
Agriculture**

Farm and Foreign
Agricultural
Services

Farm Service
Agency

1441 Fillmore
Suite B
Twin Falls, Idaho
83301

208-733-5380
FAX 734-5138

July 17, 2008

Idaho Dept. of Water Resources
1341 Fillmore St.
Twin Falls, ID 83301

To Whom It May Concern:

This is to confirm that Mathers Ranch Inc. reported new seeding alfalfa planted in the 2002 crop year in SW NW of Section 32, Township 11 South, Range 18 East of the Boise Meridian.

Sincerely,

A handwritten signature in cursive script that reads "Candy Hansing".

Candy Hansing
Program Technician

Sec 9 Twp 11E R 18E

RA

ATTN: Cory

**TWIN FALLS CANAL COMPANY**357 6TH AVE WEST
POST OFFICE BOX 326
TWIN FALLS, IDAHO 83303-0326

May 9, 2007

RE: Mathers Ranch, Inc. Water Shares

RECEIVED
JUN 28 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

To whom it may Concern,

There are no Twin Falls Canal Company Water Shares on the following property that
Mather's Ranch, Inc. owns.

SE1/4 SE1/4

E1/2 SW1/4 NE1/4 That land lying South of High Line Canal

NW1/4 SE1/4

SW1/4 SE1/4

SE1/4 SW1/4

All in Section 31, Township 11, Range 18

And

SW1/4 NW1/4

NW1/4 SW1/4

Section 32, Township 11, Range 18

RECEIVED
JUN 28 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGIONAll 100.00 shares are appurtenant to the NE1/4 SE1/4 & SE1/4 NE1/4 in Section 31,
Township 11, Range 18.

If you have any questions please call me at (208) 733- 6731

Sincerely

Kay Puschel

Water Records Specialist

Twin Falls County Planning and Zoning Administration

246 Third Avenue East, Twin Falls, Idaho 83301

Phone: (208) 734-9490 Fax: (208) 733-9645

January 25, 2008

Bob Ohlensehlen
Nutrient Management Solutions LLC
1247 Filer Avenue East
Twin Falls, Idaho 83301

Re: Machado Dairy Operation - sixty-six (66) acres
Section 9, Township 11 East, Range 14 East, B. M.
3340 North 1100 East, Buhl Idaho

Machado Heifer Operation - eighty (80) acres
Section 8, Township 11 South, Range 14 East, B. M.
1075 East 3300 North, Buhl, Idaho

Dear Mr. Ohlensehlen:

The Machado Dairy Operation was approved under Ordinance 107. The existing permit is for six hundred thirty five (635) milking and dry dairy animals, and two hundred (200) replacement heifers. The animal unit equivalents are as follows: a mature dairy cow equals one point four (1.4) animal units, and a dairy heifer equals one (1) animal unit regardless of size. Based on these equivalents, the total is one thousand thirty-two (1,032) animal units.

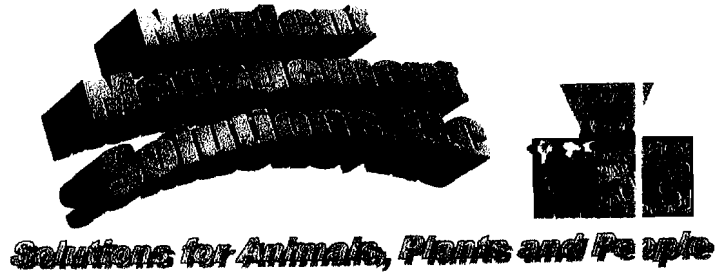
The Machado Heifer Operation was approved under the 1997 Livestock Operation Ordinance. The existing permit is for five hundred sixty (560) animal units.

Should you have any questions or need further information please contact this office.

Respectfully,



Richard D. Dunn
Planning and Zoning Administrator
Twin Falls County



February 19, 2008

Matt Machado
M & J Dairy
3340 N 1100 E
Buhl, ID 83316

Matt,

I ran the numbers for the water use for the dairy and for the heifer operation based on the numbers we obtained from Twin Falls Planning and Zoning. The dairy will require a total of 40 acre feet of water using the Idaho Department of Water Resources values of 35 gallons per cow per day for drinking water. That is above the actual expected intake so that is not a bad number to use since it should give a bit of a cushion. The 35 gallons per cow compares to the 27 gallons per cow I calculated using the National Research Council numbers. I also includes 12 acre feet for the process water or barn water.

The water right for the heifer operation would allow for stockwater use. Normally you would have to use 3,500 gallons per day for each house on site. That would leave 6,000 gallons of the 13,000 gallons available to be used for the livestock needs, which are estimated to be just over 10,000 per day. That would require an additional water right of 5.6 acre feet to provide 11,000 gallons per day.

The water right on the dairy provides for 22.1 acre feet of the 40 acre feet needed, which leaves an additional 18 acre feet needed to meet the required amount. If you add the 18 acre feet needed at the dairy to the 6 acre feet for the heifers you will need a minimum of 24 acre feet.

You may want to think about increasing that amount to allow a margin of safety. If in the future new technology would require a greater use of water you would have it in place. I would estimate that 5 to 10% would probably be adequate. The difference between the 27 gallons per head and the 35 gallons that IDWR uses already provides some cushion; neither of these values account for any wastage. At the price and availability of water you don't want too much there that you are not using.

I asked Reagon to see if he could find some water for you to purchase and he will be in touch with you regarding that issue. When we get the water resolved we can move ahead with the expansion on the heifer operation as we discussed.

I am sending you a copy of the site plan that I did for the heifer facility, along with the water information. If you have any questions, let me know.

Sincerely,

Bob Ohlenschlen
Professional Animal Scientist
Certified Nutrient Management Planner

Enclosures

CONTRACT FOR SALE OF WATER RIGHTS

THIS AGREEMENT is made and entered into this 5 day of October, 2008

By and between MATHERS RANCHES INC., hereinafter referred as seller, STAN HAYE of

SNAKE RIVER MANAGEMENT, INC., hereinafter referred to as their Brokerage

Agent," and MATTHEW M& JACQUELINE C MACHADO (Husband and Wife)
Herein after referred as Buyers

RECITALS

A. Seller owns water rights appurtenant to Six and Six tenths (6.6) acres of land or 20 acre feet describe as follows

47-17453,47-17457 and 47-17459 and desires to split Twenty –five acre feet (20AF) of the water right from degreed water rights to sell

The water rights are presently appurtenant to Six and Six tenths (6.6) acres of land located

In Twin Falls County, Idaho more particularly described as follows:

SW1/4 NW 1/4 Section 32 Township 11 South, Range 18 East. Of the Boise Meridian

The nature of use of this water right is for Irrigation purposes. (See exhibit A)

B. Buyers own real property located in Twin Falls County, Idaho more Particularly described as:

The NW of the SW1/4 of Section 9 Township 11 South Range 14 East
Of the Boise Meridian.

C. The parties wish to agree upon terms and conditions whereby Sellers will sell to Buyers

And buyers will purchase from Seller that portion of the Seller's water rights and make them

Appurtenant to real property of the Buyers more particularly described above, with the

Nature of use of the water is for Dairy (consumptive use). Such water rights are described as in (see exhibit A)

IT IS THEREFORE AGREED, in consideration of these recitals and promises and

Covenants hereafter contained as follows

1. Seller agrees to sell the water rights described in recital Exhibit A above for the total

Purchase price of TWENTY ONE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$21280.00)

2. The parties acknowledge that this agreement is contingent upon the approval of the Transfer of the water rights to the Buyers in accordance with this agreement.

The transfer will be deemed complete upon the full approval of the transfer by the Idaho Department of Water Resources and the lapse of any protest or appeal period Allowed by law or if any protest or appeal of the final approval is timely filed, upon The final resolution of the appeal or protest upholding the validity of the transfer.

3. Within ten (10) days of this execution of this agreement the parties shall execute an Application with the department of water Resources and all other necessary documents To initiate transfer of the water rights from Seller to Buyers in accordance with this Agreement.

The parties shall fully cooperate to perform all actions and matters necessary to insure the Approval of the application, including making appearances at any hearing or conference That may be required.

All costs fees and expenses incurred in the filing and processing of the application for Transfer shall be borne exclusively by the Brokerage Agent. However any unforeseen legal

Or hydrology costs that are incurred do to appeal or demands by The Idaho department of Water Resource to the transfer source property is the responsibility of the Buyers.

If final approval of the transfer by the Idaho department of water Resources has not been provided by the

1st Day of July 2010 all protests and appeals resolved or barred by lapse of time

This Agreement shall be null and void.

4. Seller warrants to Buyers that:

(a) Seller has good title to the water rights and has the lawful authority to enter Into this Agreement.

(b) The real property to which the water rights are now appurtenant is not Encumbered by any mortgage, deed of trust or other lien, or that any mortgagee deed of Trust beneficiary or other lien holder has consented in writing to the transfer of the Water rights free of their liens.

5. Buyers shall diligently pursue the application for the transfer of water rights in Order that the application will receive consideration in the quickest possible time.

6. Should either party be in default under this Agreement, the other party shall give Notice by certified mail to the other of the nature of every claimed event of default at The address provided bellow.

If the default is not timely cured within (10) days of the receipt of the notice,

The party giving the notice may:

- (a) Pursue any other remedy to which that party may be entitled under the laws of the state of Idaho.

7. The day of closing shall be a regular business day not more then ten (10) days after the

Final approval of the water rights transfer applied for pursuant to this agreement by the

Idaho Department of Water Resource and the lapse of any time to file by lawful protest

Or appeal, closing shall occur at the office of the Twin Falls Title and Escrow

Company, Twin Falls Idaho. Any costs at closing shall be paid by Snake River Management.

8. The parties acknowledge that the terms, conditions and convents of this agreement shall

Supersede any prior negotiations and agreements of the parties, that there is no other

Agreements not contained in this agreement and that this Agreement shall be the final

Expression of the agreement of the parties and shall control. No modifications of this

Agreement shall be valid unless writing and executed by all parties herto. No amendment

Or modification of this Agreement shall be effective unless it is made in writing

Executed by all parties.

9. Seller has agreed to pay a commission to the Brokerage agent Stan Haye of Snake

River Management, based on the sale price of the water rights. Due and payable upon the closing of this Agreement

Buyers are not obligated for the payment of any commission to Stan Haye, Snake River Management, Inc. without a separate written agreement to that effect.

10. The parties advised that they should seek the advise of legal counsel of their own Choosing prior to entering this Agreement.

11. Buyers cannot assign their interest in this Agreement to any third party

12. If default be made by either party hereto in keeping or performing any of the Convents, conditions or agreements conditions or agreements herin agreed to be kept by Them and the other party is required to employ an attorney to enforce any of the Convents, conditions or agreements herin contained, then and in such event, the party in Default agrees to pay, in addition to all other sumes herrin agreed to be paid by them a Reasonable attorneys fee together with any costs and disbursements that may be in cured In forcing this Agreement.

13. The parties hereto acknowledge and agree that time is and shall be, the essence of each

and every term and condition contained herein.

14. This agreement shall be binding upon and shall insure to the benifitof and be binding Upon heirs, successors and assigns of the parties

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year in this Agreement first above written.

SELLER
MATHERS RANCHES INC.

BUYERS
MATHEW M & JACQUELINE C
MACHADO

Doug Mathers
Doug Mathers President

Matthew M. Machado
MATHEW M MACHADO

Lottie Mathers, Sec. Treas.
Lottie Mathers Secretary

Jacqueline C. Machado
JACQUELINE C MACHADO

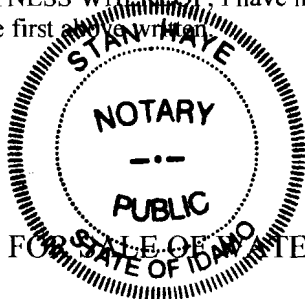
BROKERAGE AGENT
STAN HAYE
SNAKE RIVER MANAGEMENT, INC.

Stan Haye President

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

On this 24th day of October, 2008, before me, a Notary Public, in and for said County and State, personally appeared DOUG AND LOTTIE MATHERS, known or identified to me to be the PRESIDENT AND SECRETARY of the corporation that executed the instrument. On behalf of said corporation and acknowledge to me that such corporation executed the same

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



NOTARY PUBLIC FOR IDAHO

Residing at:

My Commission expires: 8-25-12

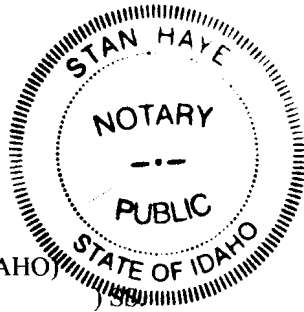
STATE OF IDAHO)

) SS.

County of Twin Falls)

On this 28 day of Oct, 2008, before me, a Notary Public, in and for said County and State, personally appeared Matthew M and Jacqueline C Machado that known or identified to me to be the person whose names are subscribed to the within instrument and acknowledge to me that executed the same

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



[Signature]
NOTARY PUBLIC FOR IDAHO

Residing at: TP Center

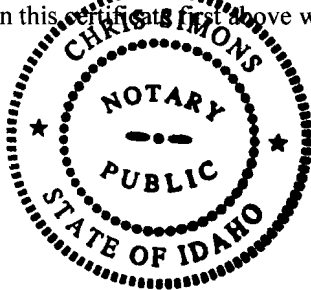
My Commission expires: 08-28-12

STATE OF IDAHO)

County of Twin Falls)

On this 24 day of Oct, 2008, before me, a Notary Public, in and for said County and State, personally appeared STAN HAYE, known or identified to me to be the PRESIDENT of that corporation that executed the instrument. On behalf of said corporation and acknowledge to me that such corporation executed the same

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



[Signature]
NOTARY PUBLIC FOR IDAHO

Residing at: Twin Falls

My Commission expires: 4/28/2012

GENERAL POWER OF ATTORNEY

NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

TO ALL PERSONS, be it known that I, Matt Machado, the undersigned Grantor, do hereby make and grant a general power of attorney to Stan Hage, and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The grantor must write his or her initials in the corresponding blank space of a box below with respect to each of the subdivisions (A) through (O) below for which the Grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Cross out each power withheld.)

- | | |
|-----|---|
| [] | (A) Real estate transactions |
| [] | (B) Tangible personal property transactions |
| [] | (C) Bond, share and commodity transactions |
| [] | (D) Banking transactions |
| [] | (E) Business operating transactions |
| [] | (F) Insurance transactions |
| [] | (G) Gifts to charities and individuals other than Attorney-in-Fact
(If trust distributions are involved or tax consequences are anticipated, consult an attorney.) |
| [] | (H) Claims and litigation |
| [] | (I) Personal relationships and affairs |

- [] (J) Benefits from military service
 [X] (K) Records, reports and statements
 [] (L) Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select
 [] (M) Access to safe deposit box(es)
 [] (N) All other matters

Other Terms:

(X) Transfer and Change to Idaho Department of
 Labor Resources Applicant and Transfer of state rights for 2008
 - 2010 Season

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all acts so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this

day of

Aug 14th 2008

(year).

Signed in the presence of:

Anthony Machado

Witness

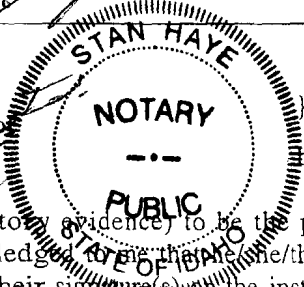
Witness

State of

County of

On

8/14/08



before me,

Matt Machado

Grantor

Attorney-in-Fact

, appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Anthony Machado

Affiant _____ Known _____ Produced ID

(Seal)

Type of ID _____