

Water Supply Bank No. _____
(for Department use only)

**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK**

RECEIVED

JUL 18 2012

**DEPARTMENT OF
WATER RESOURCES**

Name of Renter Horizon Organic Dairy Phone 208-438-8450

Mailing address 2577 East 500 South Paul, Id 83347 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
0.68 135.2 Irrigation 3/15 to 11/15
 _____ to _____
 _____ to _____

Total: 0.68 135.2

2. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
09S	21E	17		NW	SE	NE	Jerome
09S	21E	20		NW	NE	SE	Jerome
09S	21E	16		NE	SE	SE	Jerome
09S	21E	18		NE	NW	SE	Jerome

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	21E	20			24.6					9.3									33.8

If the use is for irrigation, show total number of acres proposed through rental. **Total Acres** 33.8

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes X No _____ If no, list owner, contact information, and provide documentation of the authority to use the proposed point of diversion. _____

2. Do you own the land at the proposed place of use?

Yes X No _____ If no, list owner, contact information, and provide documentation of the authority to use the proposed place of use. _____

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Existing wells, pumps, piping and pivots.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
36-16049, 36-16051, 36-16053, 36-8402, 36-2430, 36-8008, 36-16045, 36-16047
3. Will the proposed place of use receive water from any other source?
No ☒ Yes ☐ If yes, describe. _____
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental?
No ☐ Yes ☒ If yes, describe. Transfer 77952
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation?
No ☒ Yes ☐ If yes, describe. _____

E. RENTAL TERM

1. Do you wish to rent water from the Board's bank for more than one (1) year?

No ☐ Yes ☒

If yes, please specify the number of years desired through proposed rental. 1

I hereby assert that 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.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. The Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Signature of Applicant Robert E. Williams, Agent-in-Fact

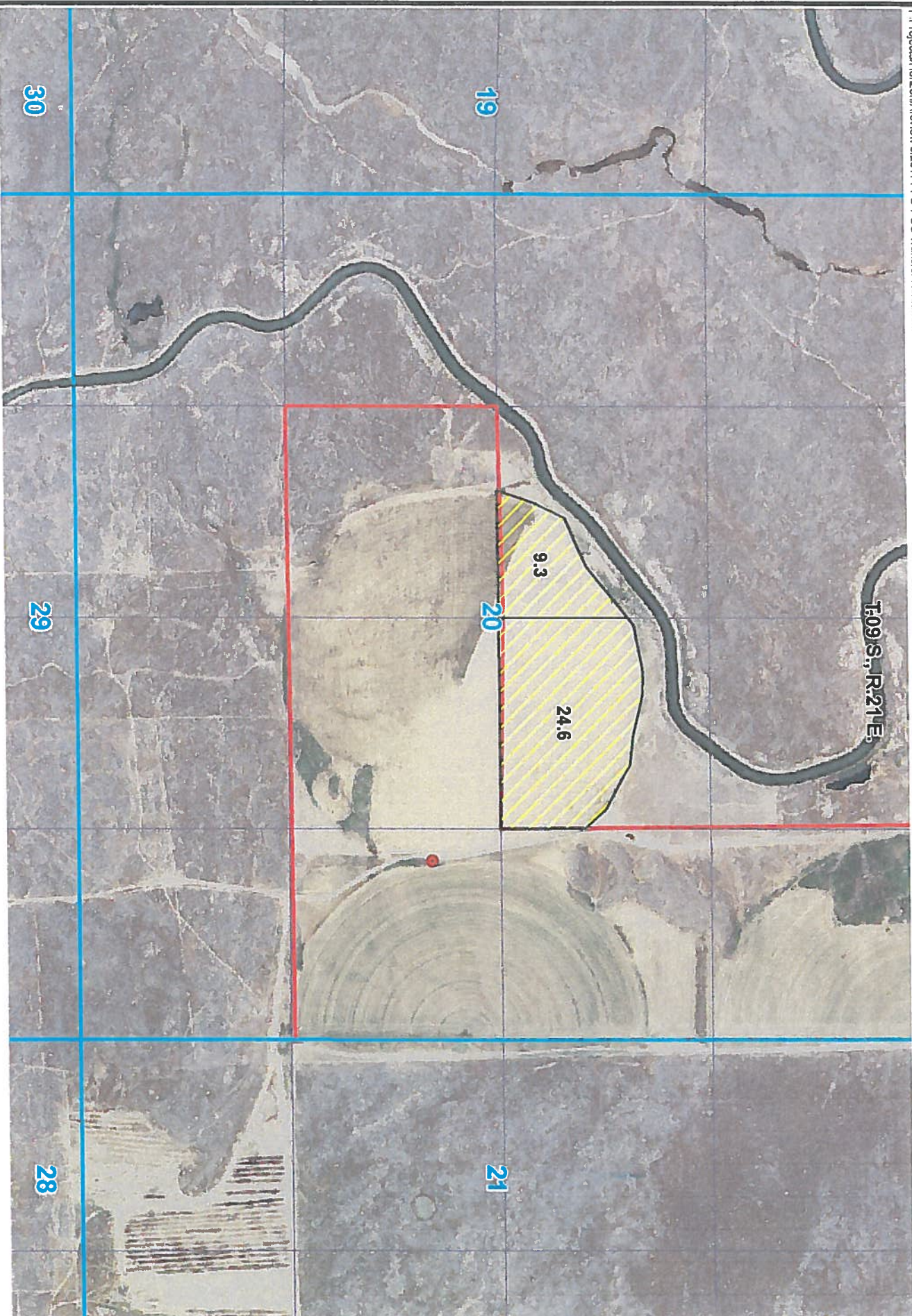
Robert E. Williams, Agent-in-Fact
Printed Name and Title* Date 7/12/12

Signature of Applicant

Printed Name and Title*

Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney



0 405 810 1,620 Feet

Brockway Engineering, PLLC
ALR - NOV. 1, 2011

HORIZON ORGANIC DAIRY PLLC.
2012, WATER BANK RENTAL 33.8 AC.
NAIP 2009 AERIAL

Rental Acres 33.8 AC.
Sections_new
PPU North
QQ_lines_new

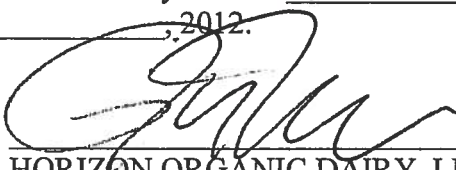
N

SPECIAL POWER OF ATTORNEY

HORIZON ORGANIC DAIRY, LLC, a Delaware limited liability company, qualified to do business in the State of Idaho, hereby appoints **ROBERT E. WILLIAMS**, 153 East Main Street, Jerome, Idaho 83338, its true and lawful attorney for it in its name, place and stead, and on its behalf to do any or all of the following acts, deeds and things.

1. To execute on behalf of Horizon Organic Dairy, LLC, any or all of the following:
 - A. Application to Rent Water from Water Supply Bank for .68 cfs and 135.2 AFY with a proposed place of use in Township 9 South, Range 21 East Boise Meridian, Section 20: N1/2, Jerome County, Idaho;
 - B. Application for Transfer of Water Right for Water Right No. 36-16396 requesting a change in point of diversion.

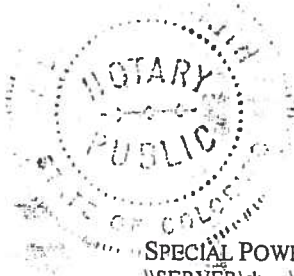
IN WITNESS WHEREOF, I have hereunto set my hand at Broomfield, Colorado, this 10th day of July, 2012.


HORIZON ORGANIC DAIRY, LLC, by its Sole Member, White Wave Foods Company, through ROGER THEODOREDIS, Senior Vice President and Division General Counsel

STATE OF COLORADO)
County of Broomfield :SS
)

On this 10th day of July, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROGER THEODOREDIS, Senior Vice President and Division General Counsel of White Wave Foods Company, Sole Member of HORIZON ORGANIC DAIRY, LLC, known to me to be Vice President and Division General Counsel of the company and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacities on behalf of Horizon Organic Dairy, LLC.

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



NOTARY PUBLIC for Colorado
Residing at: Fredrick, Colorado
Commission Expires: 3/14/16

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF AGRICULTURE

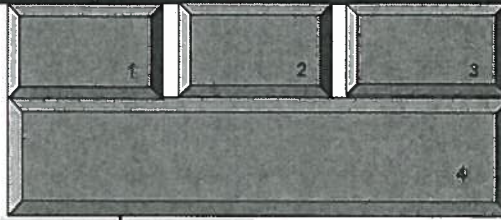
Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR 1954
SEASON SPRING

TRANSFER NAME:



ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	73	75		
COLUMN	44	44		

33.8 Acres

72.7

51.1

11.4

135.2 AFA

TRIMESTER OF ACTIVITY	TO WELL Protected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1954	0.0	48.5	48.5	0.0	0.0	0.0	0.0
SUM 1954	0.0	24.2	24.2	0.0	0.0	0.0	0.0
WIN 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1955	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1955	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1956	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1956	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1957	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1957	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1958	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1958	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1959	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1959	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1960	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1960	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1961	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1961	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1962	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1962	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1963	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1963	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1964	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1964	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1965	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1965	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1966	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1966	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1967	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1967	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1968	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1968	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1969	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1969	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1970	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1970	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1971	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1971	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1972	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1972	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1973	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1973	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1974	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1974	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1975	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1975	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1976	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1976	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1977	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1977	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1978	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1978	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

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IDAHO DEPARTMENT OF AGRICULTURE

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ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

YEAR
SEASON

1954
SPRING

TRANSFER NO:

TRANSFER NAME:

ENTER CELL LOCATIONS:

	TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	73	75		
COLUMN	44	44		

33.8 Acres

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11.4

135.2 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1979	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1979	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1980	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1980	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1981	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1981	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1982	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1982	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1983	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1983	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1983	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1984	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1984	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1984	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1985	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1985	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1985	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1986	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1986	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1986	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1987	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1987	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1987	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1988	0.0	82.5	82.5	0.0	0.0	0.0	0.0
SUM 1988	0.0	41.3	41.3	0.0	0.0	0.0	0.0
WIN 1988	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1989	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1989	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1989	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1990	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1990	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1990	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1991	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1991	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1992	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1992	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1993	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1993	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1994	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1994	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1995	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1995	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1996	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1996	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1997	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1997	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1998	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1998	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1999	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 1999	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2000	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2000	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2001	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2001	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2002	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2002	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2003	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2003	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

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IDAHO DEPARTMENT OF AGRICULTURE

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ENTER STARTING DATE FOR

SIMULATION. THEN PUSH

"UPDATE DATES" BUTTON

YEAR

1951

SEASON

SPRING

TRANSFER NO:

TRANSFER NAME:

ENTER CELL LOCATIONS:

'TO' CELL

'FROM1' CELL

'FROM2' CELL

'FROM3' CELL

ROW

73

75

COLUMN

44

44

33.8 Acres

72.7

51.1

11.4

135.2 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL With Transfer AF/TRIMESTER	FROM1 WELL Without Transfer AF/TRIMESTER	FROM2 WELL With Transfer AF/TRIMESTER	FROM2 WELL Without Transfer AF/TRIMESTER	FROM3 WELL With Transfer AF/TRIMESTER	FROM3 WELL Without Transfer AF/TRIMESTER
SPR 2004	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2004	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2005	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2005	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2006	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2006	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2007	0.0	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2007	0.0	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2008	0.0	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2008	0.0	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2009	0.0	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2009	0.0	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2010	0.0	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2010	0.0	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2011	0.0	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2011	0.0	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2012	90.1	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2012	45.1	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2013	90.1	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2013	45.1	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2014	90.1	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2014	45.1	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2015	90.1	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2015	45.1	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2016	90.1	0.0	90.1	0.0	0.0	0.0	0.0
SUM 2016	45.1	0.0	45.1	0.0	0.0	0.0	0.0
WIN 2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2017	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2017	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2018	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2018	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2019	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2019	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2020	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2020	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2020	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2021	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2021	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2022	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2022	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2023	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2023	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2024	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2024	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2025	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2025	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2026	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2026	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2027	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2027	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	0.0	90.1	90.1	0.0	0.0	0.0	0.0
SUM 2028	0.0	45.1	45.1	0.0	0.0	0.0	0.0
WIN 2028	0.0	0.0	0.0	0.0	0.0	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are
set up for user entries

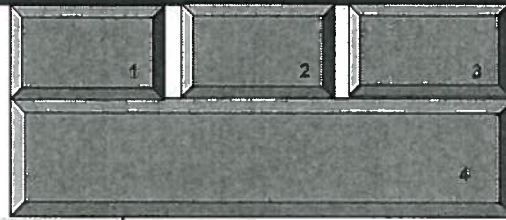
ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:

YEAR
SEASON

1954
SPRING

TRANSFER NAME:



ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	73	75		
COLUMN	44	44		

33.8 Acres

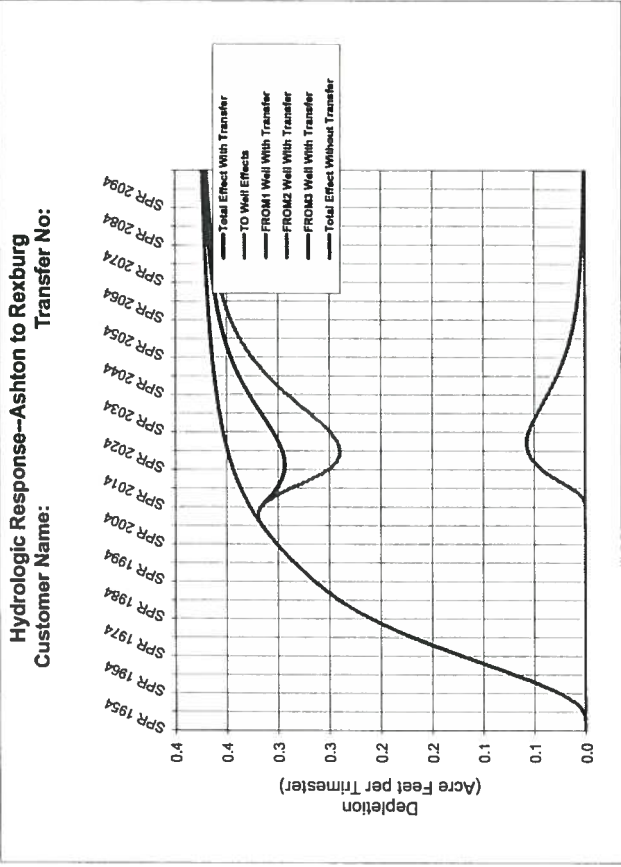
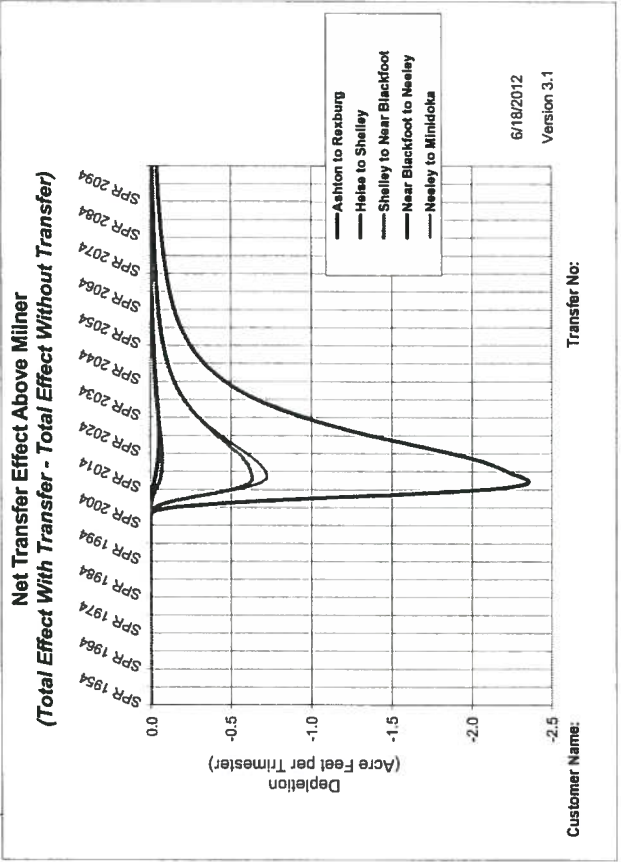
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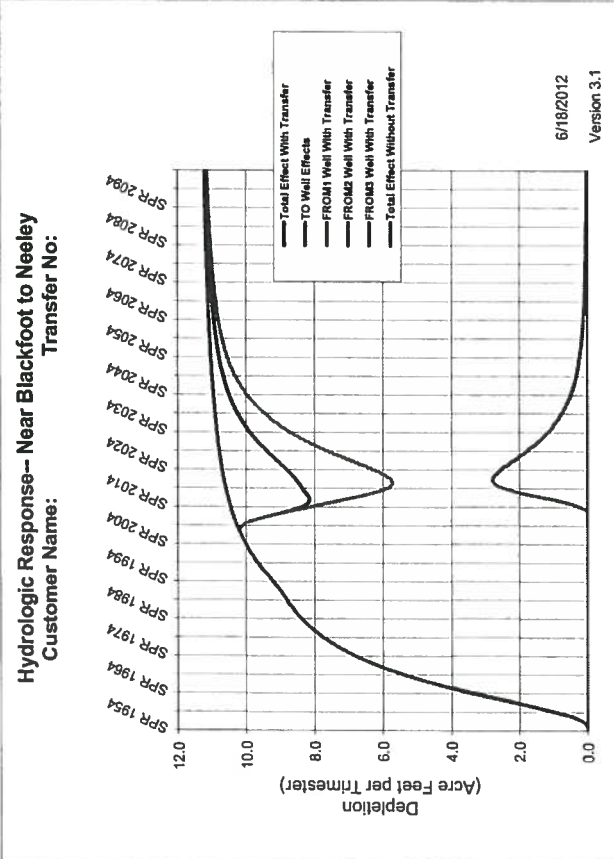
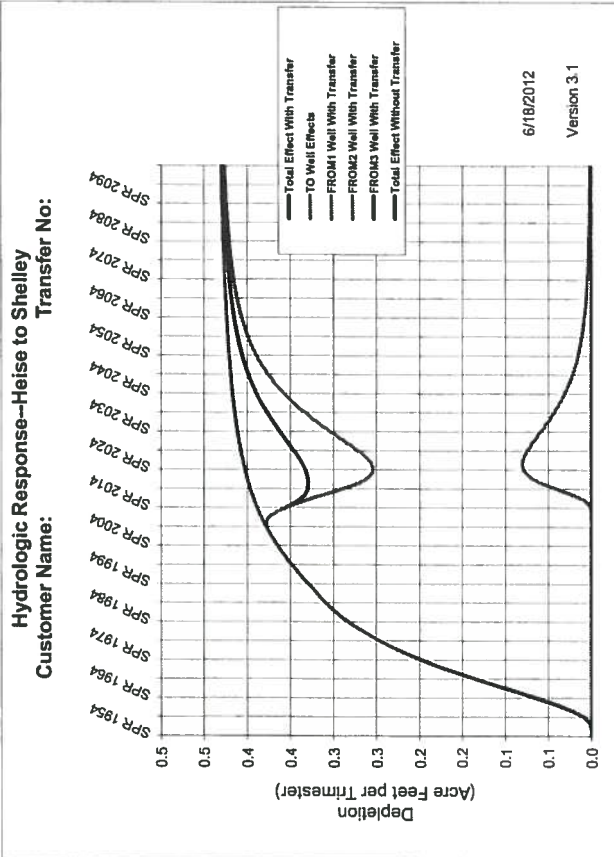
51.1

11.4

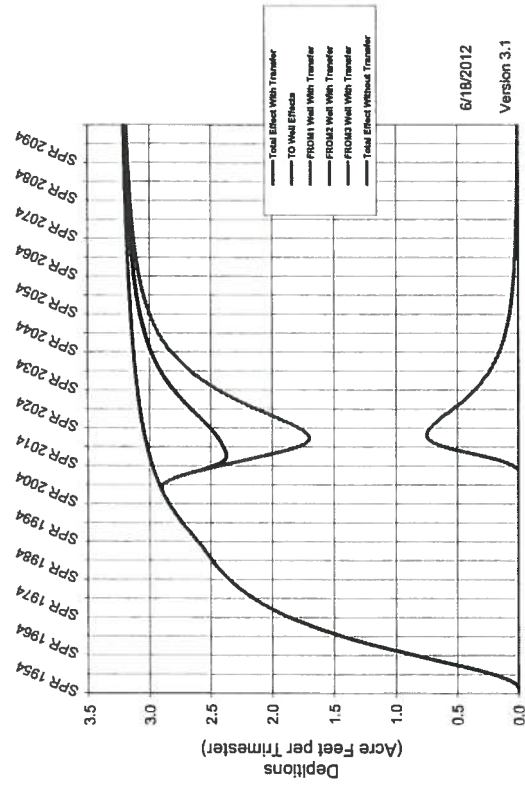
135.2 AFA

TRIMESTER OF ACTIVITY	TO WELL		FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Protected Use AF/TRIMESTER		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 2029	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2029	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2029	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2030	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2030	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2030	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2031	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2031	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2031	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2032	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2032	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2032	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2033	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2033	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2033	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2034	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2034	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2034	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2035	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2035	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2035	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2036	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2036	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2036	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2037	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2037	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2037	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2038	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2038	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2038	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2039	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2039	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2039	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2040	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2040	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2040	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2041	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2041	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2041	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2042	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2042	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2042	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2043	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2043	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2043	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2044	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2044	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2044	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2045	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2045	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2045	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2046	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2046	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2046	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2047	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2047	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2047	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2048	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2048	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2048	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2049	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2049	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2049	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2050	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2050	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2050	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2051	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2051	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2051	0.0		0.0	0.0	0.0	0.0	0.0	0.0
SPR 2052	0.0		90.1	90.1	0.0	0.0	0.0	0.0
SUM 2052	0.0		45.1	45.1	0.0	0.0	0.0	0.0
WIN 2052	0.0		0.0	0.0	0.0	0.0	0.0	0.0

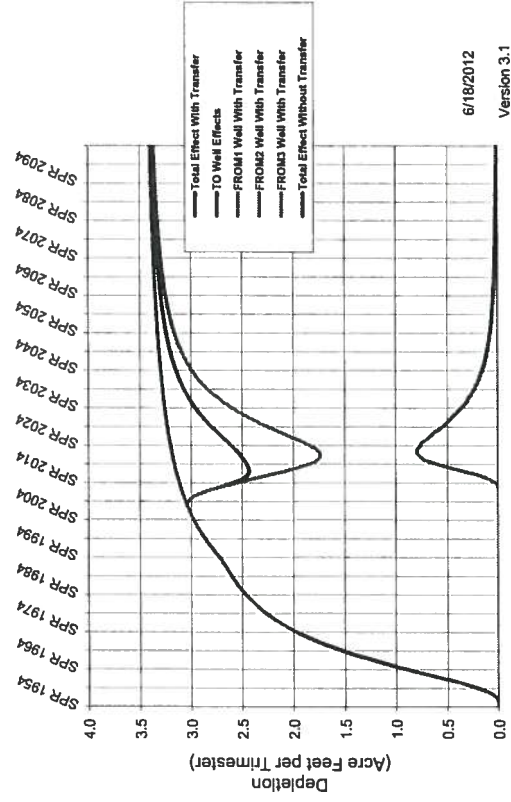


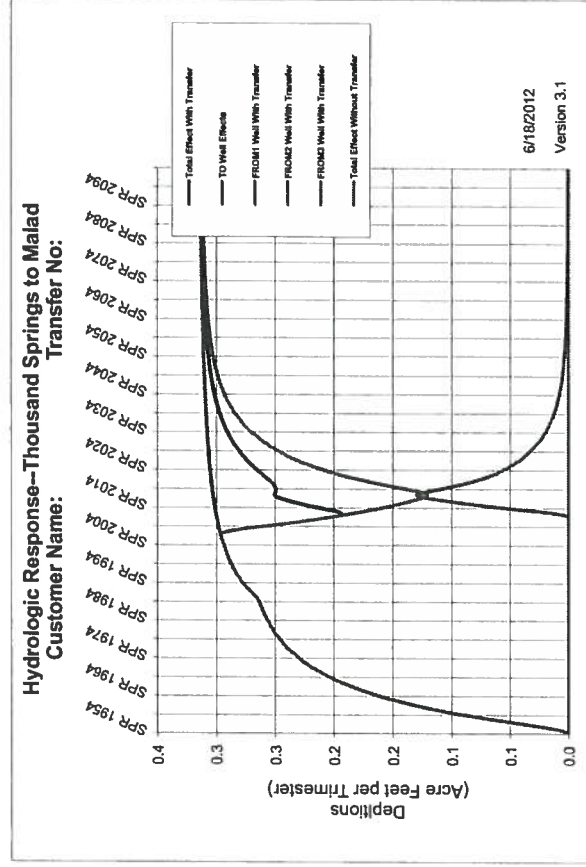
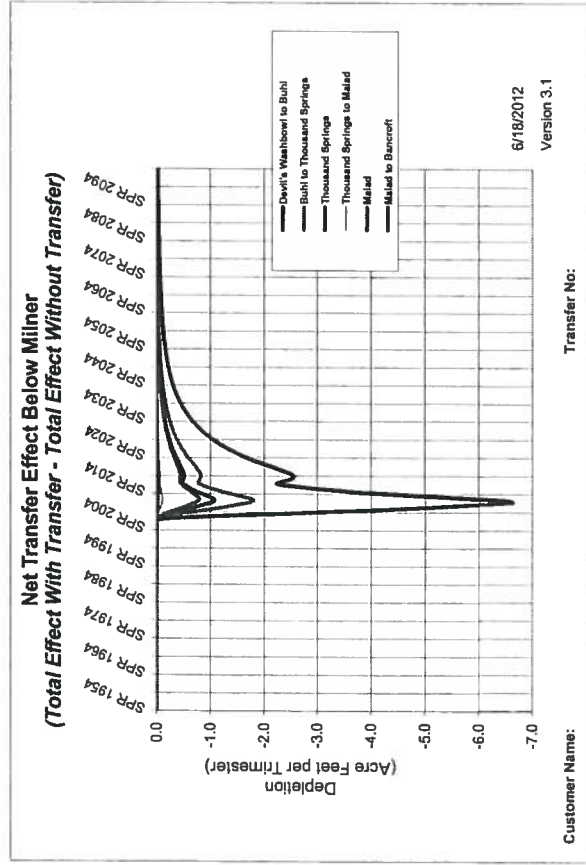


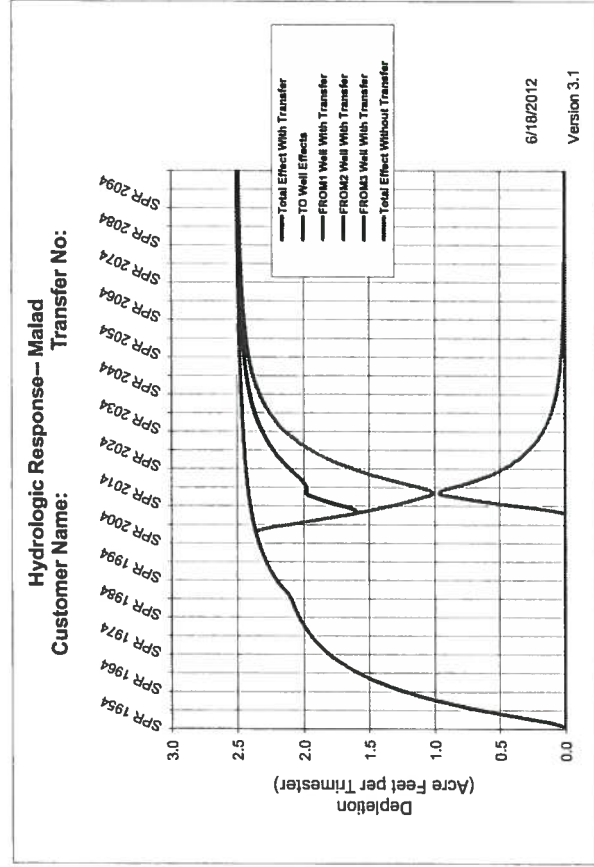
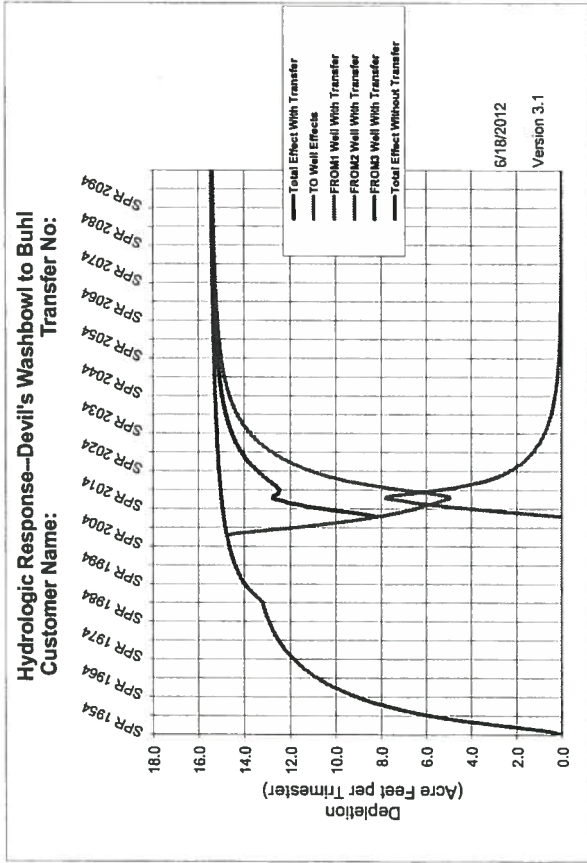
Hydrologic Response--Shelley to Near Blackfoot
Customer Name: Transfer No:



Hydrologic Response--Neeley to Minidoka
Customer Name: Transfer No:

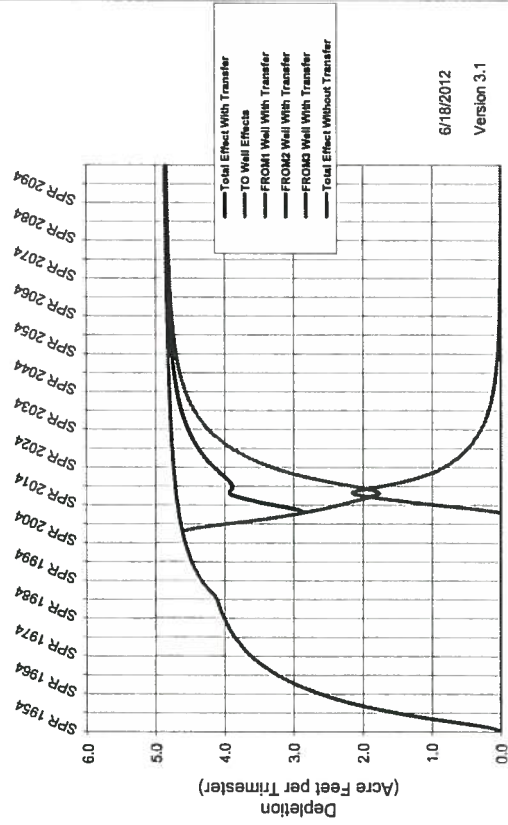






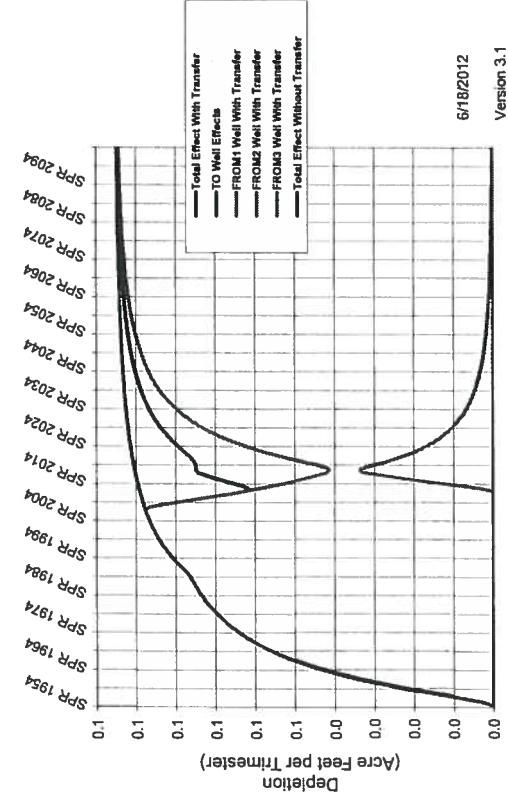
Hydrologic Response--Buhl to Thousand Springs
Customer Name:

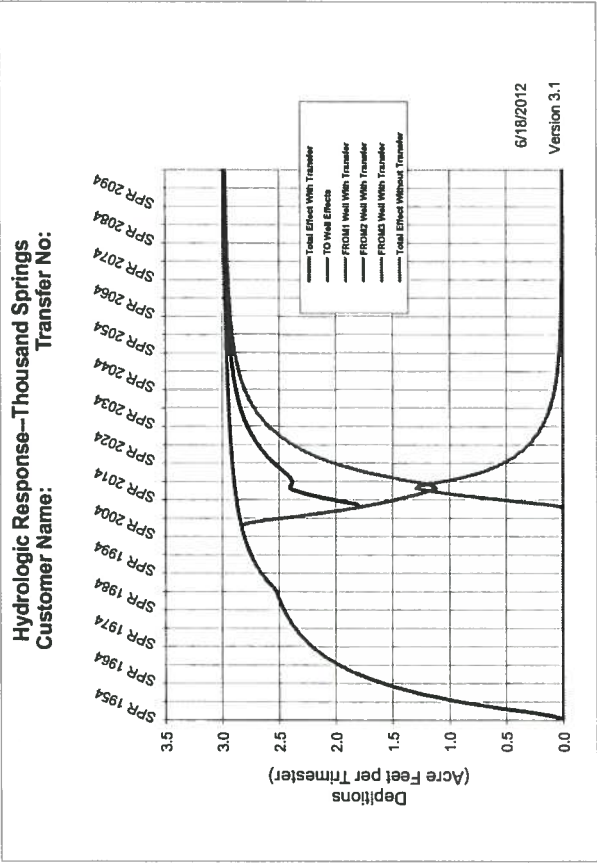
Transfer No:



Hydrologic Response--Malad to Bancroft
Customer Name:

Transfer No:





[illegible]

[illegible]

Transient state analysis represents mitigation requirements for the worst or maximum time step in the model run.

[illegible][illegible]

Evaluation of transient state mitigation requirement is not comprehensive across all time steps. Instead this evaluation finds the maximum stream depletion following the start of the transfer and looks at depletion amounts from that time step. In many instances this depletion is greater than the depletion associated with the steady state condition or final time step. This evaluation is merely an indicator of whether transient depletions must be considered, not an indicator of all transient impacts.

Evaluation of Permanent Mitigation Efforts (non-use, acreage consolidation) (In Addition to Off-Setting Transfer Benefits - Steady State Evaluation Only)

Set Aside 1 (Non-Use/Dessiccation):

WR No.	Div Rate (CFS)	Con. Vol (AFA)	No. of Irr Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
--------	-------------------	-------------------	---------------------	------------------	-----------------	----------------------------	---------------

Non-Use: Proposed Steady State Impacts following Change

Non-Use 1: Worst Case Transient State Impacts following Change

Impact by Reach (AF/Trimester)									
Ashton to Rexburg	Hesse to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr	1000 Spr to Malad	Malad to Bancroft

[illegible]

Re-evaluation of overall mitigation requirements per reach, Steady State Only (Sum of reach debits only where mitigation is required and credits)

[illegible]

U.S. Bureau of Reclamation
1359 Hansen Avenue
Burley, ID 83318

Contract No. 11-07-14-LA700

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Boxed pg. 1487

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MINIDOKA PROJECT - IDAHO

ONE YEAR LEASE OF LAND FOR AGRICULTURAL PURPOSES

THIS LEASE, made this 23 day of February, 2011, pursuant to the act of Congress approved June 17, 1902 (32 Stat., 388; 43 U.S.C. § 391), Section 10 of the Act of August 4, 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, between **THE UNITED STATES OF AMERICA**, hereinafter referred to as the "United States", acting by and through the Bureau of Reclamation, represented by the authorized official executing this Lease, and **Horizon Organic Dairy, LLC**, Attention Thomas Spohn, 2577 East 500 South, Paul, ID 83347 (c.c. Robert E. Williams, P.O. Box 168, Jerome, ID 83338), hereinafter styled the Lessee.

WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

2. Description of land leased – Subject to the conditions hereinafter set forth, the United States does hereby lease to the Lessee, for agricultural purposes, the following described premises in the State of Idaho, to wit:

Township 9 South, Range 21 East, Boise Meridian

Section 17: Lot 1

Section 18: Lot 7

Section 20: Lots 2 and 4

(see attached map – 37.2 irrigated agricultural)

MILNER-GOODING DIVISION

containing 37.2 acres, more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

3. Exceptions and reservations – There are excepted and reserved from the lease of the premises described in Article 2, the following:

- a. All lands to which other rights have lawfully attached before the date of this Lease.
- b. The right to remove from said lands any or all timber, both standing and down.
- c. The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.

d. The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).

e. A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.

f. A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.

g. The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, and to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damage to a minimum.

h. The Lessee will comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations.

i. There is reserved to the United States and the District, their successors and assigns, the prior right to use any of the right-of-way wherein described to construct, operate, and maintain all structures and facilities, including, but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants, fish screens, fish ladders and other appurtenant irrigation and power structures and facilities, without any payment made by the United States, or their successors for such rights.

4. Term of lease – The lease of the premises described shall be for the period from March 1, 2011, to October 31, 2011, inclusive, unless sooner terminated as hereinafter provided.

5. Rental charges – The Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$4,549 (lease amount for the 2011 season plus an administrative fee of \$85.00) on the date hereof for the period ending October 31, 2011.

6. Repairs – The Lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

7. Miscellaneous conditions – In the use of the leased premises the Lessee shall faithfully observe the following conditions, and each of them:

a. All grain stubble will be left standing in the field over the winter – no burning of stubble is allowed.

b. The Lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the Lessee and agrees to construct, without cost to the United States, such fences and cattle guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the Lessee may be removed by him at any time during the term of the lease. All fences remaining on the leased premises for a period of 30 days after expiration or termination of the Lessee's lease rights will, at the option of the Contracting Officer, become the property of the United States.

c. No waste shall be committed.

d. The Lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

e. The Lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

f. The Lessee shall keep all lands leased for agricultural purposes under crop during the growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Subsequent to the harvesting of crops, the Lessee, if requested by the officer of the United States executing this Lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to a permanent vegetative cover. Reclamation would work with NRCS to develop seed mixes and application rates. Subsequent action would be in accordance with the general practices in planting said seed mix, and to the satisfaction of the aforementioned officer of the United States.

g. The Lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

h. Hunting and fishing by the public will not be restricted by the Lessee.

i. The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

j. The contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said

limitations and provisions of Reclamation law as amended and supplemented by the Reclamation Reform Act of 1982, including the payment of full costs as provided therein.

k. Annually, following the irrigation season, a crop census will be requested. The Lessee agrees to complete and return the crop reporting information to Reclamation.

8. Water Rights – The United States does not have a water supply for the agricultural lands covered under this Lease. When irrigation occurs, the Lessee is required to have a legal right to irrigate these lands.

a. The Lessee agrees to release the United States from any responsibility or obligation for providing now, or after termination of this Lease, a water supply of any kind, pressure or particular water quality. Further, the Lessee agrees to release the United States from any future liability or obligation due to injury, damage or loss of Lessee's water rights, whether leased or owned, from the future termination of this Lease. The Lessee will not receive any vested right, title, or interest in the lands or water rights owned by the United States. Nor shall the United States receive any vested right, title, or interest in the Lessee's water right.

b. Should the Lessee sell, convey, transfer, or assign the water right, the places of use on lands of the United States, shall not be conveyed with such water right. Any deed or other instrument reflecting the conveyance, sale, transfer, or assignment of such water right shall state that these places of use are not included in such conveyance. Should the Lease and the Lessee fail to take any action to transfer this portion of the water right to other places of use, the parties would consider that portion of the water right abandoned.

9. Pest Control

a. The Lessee shall not permit the use of any pesticides on Federal lands without prior written approval by Reclamation. The Lessee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

b. All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

c. Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

d. Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

c. The Lessee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

f. Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

g. The Lessee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

10. Hazardous Materials

a. The Lessee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Lessee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

b. The Lessee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters, or facilities.

c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Lessee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

e. Violation of any of the provisions of the Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Lessee and shall make the Lessee liable for the cost of

full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The Lessee agrees to include the provisions contained in paragraphs (a) through (c) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

g. Reclamation agrees to provide information necessary for the Lessee using reasonable diligence, to comply with the provisions of this Article.

11. Neither this Lease nor any interest therein shall be transferred by the Lessee without the written consent of the United States made by the officer executing this Lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

12. This Lease will terminate and all rights of the Lessee hereunder will cease, and the Lessee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- a. At the expiration of the term as provided by Article 4; or
- b. Upon written notice to the Lessee by Reclamation, served no less than 90 days in advance thereof.
- c. After failure of the Lessee to correct any conditions adverse to elements of this Lease, and on the tenth day following service of written notice on the Lessee of termination because of failure to observe such condition.
- d. The United States, acting through Reclamation, Department of the Interior, reserves the right to construct, operate, and maintain public works now or hereafter authorized by Congress without liability for termination of the agreement or other damage to the Lessee's activities or facilities.
- e. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.
- f. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 if Reclamation determines that any of the following apply:
 - (i) The use has become incompatible with authorized Project purposes, Project operations, safety and security;
 - (ii) A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1);

(iii) Termination is necessary for operational needs of the Project.

g. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if Reclamation determines that the Lessee has failed to use the use authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the use authorization may constitute a presumption of abandonment of the requested use and cause termination of the use authorization.

h. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if the Lessee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

The notices provided by this article will be served to the respective post office addresses and as provided in Article 13 (Notices). If the termination under Article 12(b) or Article 12(c) should be effective at a date prior to the date of the termination of the then current Lease or extension, for which prepayment of rental will have been made, an appropriate refund or part of the rental for such then current Lease or extension will be made.

If this Lease is terminated under Article 12(c), the United States reserves the right to bar the Lessee from the authorization to use acquired or withdrawn public land on the Minidoka Project for a period of time, as determined by the Area Manager.

13. Notices

a. All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested and addressed as follows:

Assistant Area Manager
Upper Snake Field Office
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318
(208) 678-0461

Horizon Organic Dairy, LLC
Attention: Thomas Spohn
2577 East 500 South
Paul, ID 83347

b. Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this Lease, and no specific requirements are set forth. Where this Lease provides for a specific notice in a different manner, the more specific requirements shall prevail.

c. The parties hereby designate the Assistant Area Manager and Thomas Spohn as their authorized representatives for this Lease. These individuals shall have the authority to take any action allowed or required under this Lease, on behalf of their employer. The parties

may change their designated representatives at any time by giving notice of such change in accordance with Article 13(a) above.

14. Upon the expiration, termination, or revocation of this Lease, if all rental charges and damage claims due Reclamation have been paid, the Lessee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Lessee shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

15. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

16. The Lessee hereby agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Lessee.

17. Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

18. The provision of this Lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the Lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

Horizon Organic Dairy, LLC

UNITED STATES OF AMERICA

LESSEE



Horizon Organic Dairy, LLC
Attention: Thomas Spohn
2577 East 500 South
Paul, ID 83347

By



Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318

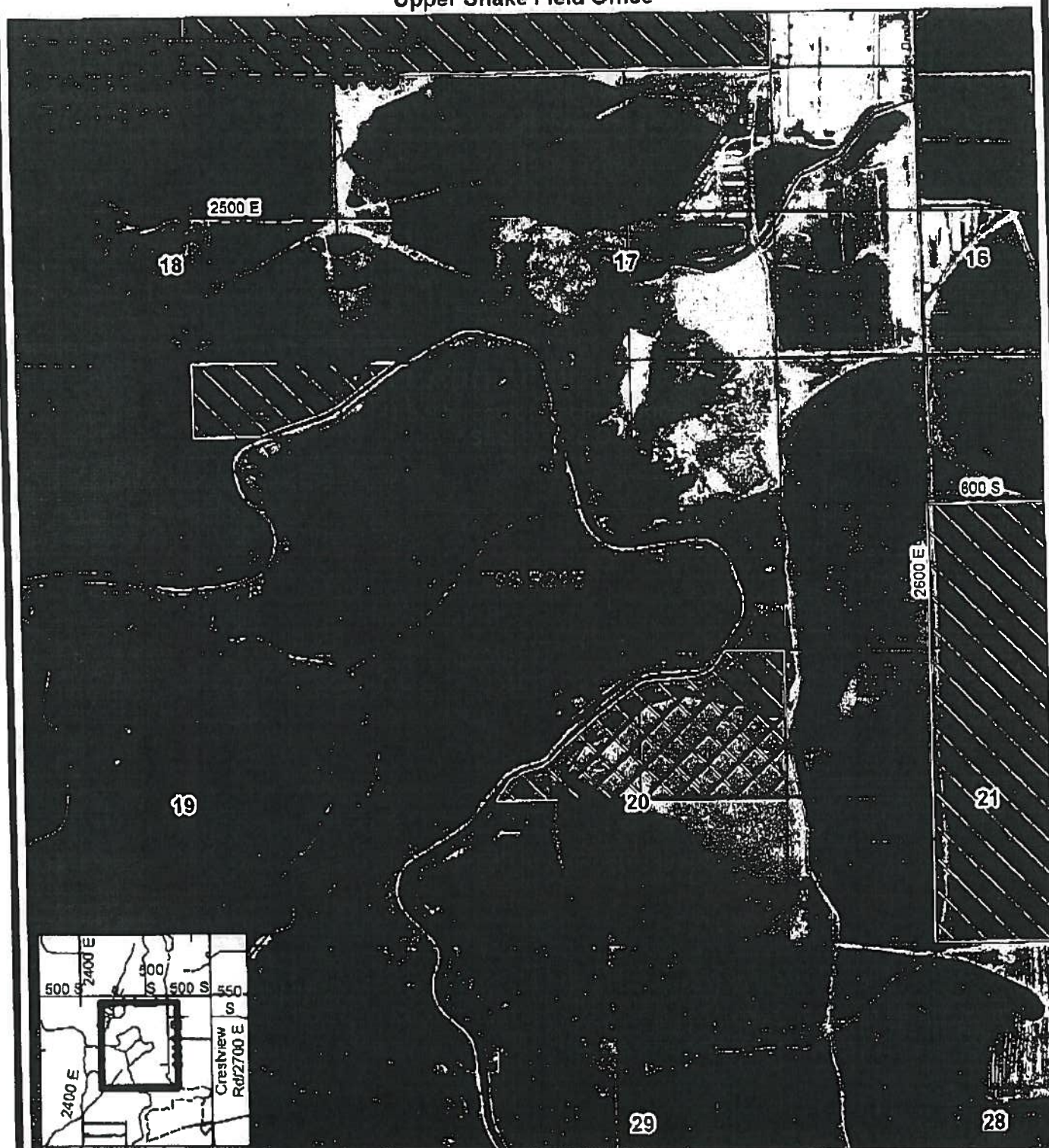
303-635-4881

Phone

Cell 513-200-5399

2011 Agricultural Lease

U.S. Bureau of Reclamation
Upper Snake Field Office



The U.S. Bureau of Reclamation property boundaries, which may be displayed on this map, are not legal land survey records. This data can not be used as a substitute for a legal land survey. They can be used for record keeping, mapping, graphics and planning purposes only. No warranty is made by the Bureau of Reclamation for use of this data.

Legend

- ☐ Lease
- ☒ USBR Land

Van Bussum, Monica

From: Greg Sullivan [greg.sullivan@brockwayeng.com]
Sent: Monday, July 30, 2012 9:09 AM
To: Van Bussum, Monica
Subject: RE: Horizon Organic Dairy

Monica,

I do not think the lease applications will be affected by the transfer applications. Two of the transfers are approved and the third one I think is close to being advertised. I did recently submit a rental application from water rights incorporated with the third transfer. I am not sure if anyone from the Bank has had a chance to look at that rental application.

Greg Sullivan
2016 N. Washington St. Suite 4
Twin Falls, Id 83301
208-736-8543

From: Van Bussum, Monica [<mailto:Monica.VanBussum@idwr.idaho.gov>]
Sent: Friday, July 27, 2012 5:49 PM
To: Greg Sullivan
Subject: RE: Horizon Organic Dairy

Hi Greg,

I don't remember that these transfers will affect the leases but I should confirm with you if we're going to need to do anything with the leases as a result of the transfer. No hurry.

Monica

From: Greg Sullivan [<mailto:greg.sullivan@brockwayeng.com>]
Sent: Tuesday, May 15, 2012 11:03 AM
To: Van Bussum, Monica; Yenter, Cindy
Subject: Horizon Organic Dairy

Monica and Cindy,

Just thought I should let you know the good news. The limited power of attorney allowing Rob Williams to sign the three transfer applications for Horizon Organic Dairy finally was sign and sent to Rob. I am submitting the three water right transfer applications today to the Southern IDWR office. It has only been about ten months since we sat down and discussed these water rights last summer.

Greg Sullivan
2016 N. Washington St. Suite 4
Twin Falls, Id 83301
208-736-8543

No virus found in this message.

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Version: 2012.0.2178 / Virus Database: 2437/5165 - Release Date: 07/30/12