

RECEIVEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 77047

JAN 28 2011

**APPLICATION FOR TRANSFER OF WATER RIGHT
MINIMUM REQUIREMENTS CHECKLIST**

DEPT. OF WATER RESOURCES

SOUTHERN REGION

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

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

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

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

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

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEPT. OF WATER RESOURCES
SOUTHERN REGIONAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant(s) G & H DAIRY Phone 208 734-8821Mailing address 299 ADDISON WEST, TWIN FALLS, IDAHO 83301 Email _____

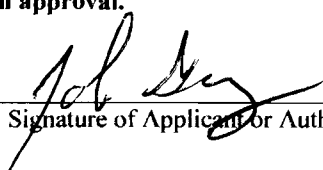
- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the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

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

☐ No RepresentativeName of Representative TSL ENTERPRISES LLC C/O GARY L. FUNDERBURG Phone 208 324-6411Mailing address 255 BLUE LAKES BLVD NTH , PMB 617, TWIN FALLS, IDAHO 83301 Email denisekayf@cablone.net

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

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


 Signature of Applicant or Authorized Representative

John Gomez
 Print Name and Title if applicable

Signature of Applicant or Authorized Representative_____
Print Name and Title if applicable

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2, Applicant wishes to transfer the Irrigation water for Commercial / Stock water use.**

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
SOUTHERN REGIONAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 ContinuedB. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1. <u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>		<u>Source & Tributary</u>
36-7847	0.56 / 112	stockwater/comm	1/1	to 12/31	Groundwater
36-11402	0.07 /	Stockwater / Dom	1/1	to 12/31	Groundwater
36-14755	0.04 /	Dom.	1/1	to 12/31	Groundwater
36-8396	0.20/ 71.6	Stockwater / Com	1/1	to 12/31	Groundwater
				to	
				to	
				to	
				to	
				to	
Total		0.56 cfs and/or	183.6	ac-ft	

2. Total amount of water being transferred or changed 0.56 cubic feet per second and/or 183.6 acre-feet per annum.

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
		NE	NE	NE	18	08S	15E	GOODING	GROUNDWATER	#1 A0011811 N.
		NE	NE	NE	18	08S	15E	GOODING	GROUNDWATER	#2 A0011812 S.
		NE	NE	NE	18	08S	15E	GOODING	GROUNDWATER	#3

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
8S	15E	7	C		C	C									C	C	C	C	
8S	15E	18	C,S	C,S	C	C													
8S	15E	18	D																
8S	15E	17					CS												

Total Acres (for irrigation use)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: Existing wells, motors, pump for Dairy and Stock water use.

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: _____
See attached partnership agreement.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☒ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: A statement from Met-Life for their approval.

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

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: _____
The groundwater was removed from irrigation use.

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: 36-8396, 36-11402

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

Yes No

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

If yes, describe:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

RECEIVED
JAN 28 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1. of the application, attach a Proof Report (obtained from Department) or Details Report (obtained from website @ <http://www.idwr.idaho.gov/apps/ExtSearch/SearchWRAJ.asp>). Label it **Part 2A.**

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

- ☒ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable.

Right Number: 36-7847

[illegible]

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

[illegible]

Total Acres (for irrigation use)	28
----------------------------------	----

FAX 735 8919

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

8/30/2010

WATER RIGHT NO. 36-7847

Owner Type	Name and Address
Current Owner	G & H DAIRY LLC 299 ADDISON AVE W TWIN FALLS, ID 83301-5049 (208)734-8821
Original Owner	WAYNE HAWKINS 302 S 230 W JEROME, ID 83338 (208)324-4382
Original Owner	MAGIC VALLEY DAIRY SUPPLY INC
Original Owner	DEAN HAWKINS 304 S 230 W JEROME, ID 83338 (208)324-4381

Priority Date: 03/28/1979

Basis: Decreed

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	3/15	11/15	0.56 CFS	112 AFA
Total Diversion			0.56 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNWNE	Sec. 18	Township 08S	Range 15E	GOODING County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION GOODING County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
08S	15E	18		NENE	2		NWNE	26						

Total Acres: 28

Conditions of Approval:

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

Licensed Date:

Decreed Date: 01/02/2002

Permit Proof Due Date: 5/1/1984

Permit Proof Made Date: 1/1/1900

Permit Approved Date: 5/23/1979

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 130

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

[Close](#)

Total Acres (for irrigation use)

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/11/2010

WATER RIGHT NO. 36-8396

Owner Type **Name and Address**

Current Owner G & H DAIRY LLC

299 ADDISON AVE W
TWIN FALLS, ID 83301-5049
(208)734-8821

Original Owner MAGIC VALLEY DAIRY SUPPLY

C/O WAYNE HAWKINS
304 S 230 W
JEROME, ID 83338
(208)324-4381

Priority Date: 10/20/1992

Basis: License

Status: Active

Source **Tributary**

GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCK WATER	01/01	12/31	0.2 CFS	71.6 AFA
COMMERCIAL	01/01	12/31	0.2 CFS	71.6 AFA
Total Diversion			0.2 CFS	

Location of Point(s) of Diversion:

GROUND WATER NENENE Sec. 18 Township 08S Range 15E GOODING County

GROUND WATER NENENE Sec. 18 Township 08S Range 15E GOODING County

STOCKWATER Use:

Number of stock: 700

Place(s) of use:

Place of Use Legal Description: STOCKWATER GOODING County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
08S	15E	18		NENE										

Place of Use Legal Description: COMMERCIAL GOODING County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
08S	15E	7		NENE			SWNE			SENE				
				NESE			NWSE			SWSE			SESE	
		18		NENE			NWNE			SWNE			SENE	

Conditions of Approval:

1. Commercial use is for a dairy.

The place of commercial use authorized by this approval includes land upon which wastewater may be

2. WD8 applied for irrigation purposes to satisfy water quality requirements. Water diverted under this approval shall not be used for irrigation unless the water is first used in the dairy as authorized by this water right.

Dates:

Licensed Date: 03/22/2002

Decreed Date:

Permit Proof Due Date: 12/1/1990

Permit Proof Made Date: 10/20/1992

Permit Approved Date: 11/30/1989

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

...idaho.gov/apps/.../RightReportAJ.asp...

Water Supply Bank Enrollment e Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 09/09/1988

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 130

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

RECEIVED
JAN 28 2001
DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1. of the application, attach a Proof Report (obtained from Department) or Details Report (obtained from website @ <http://www.idwr.idaho.gov/apps/ExtSearch/SearchWRAJ.asp>). Label it **Part 2A.**

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

- ☒ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable.

Right Number: 36-14755

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

[illegible]

Total Acres (for irrigation use)

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/11/2010

WATER RIGHT NO. 36-14755

Owner Type **Name and Address**

Current Owner G & H DAIRY LLC

299 ADDISON AVE W

TWIN FALLS, ID 83301-5049

(208)734-8821

Original Owner MAGIC VALLEY DAIRY SUPPLY INC

304 S 230 W

JEROME, ID 83338

(208)324-4381

Priority Date: 03/28/1979

Basis: Decreed

Status: Active

Source **Tributary**

GROUND WATER

Beneficial Use From To Diversion Rate Volume

DOMESTIC 1/01 12/31 0.04 CFS

Total Diversion 0.04 CFS

Location of Point(s) of Diversion:

GROUND WATER NWNENE Sec. 18 Township 08S Range 15E GOODING County

Place(s) of use:

Place of Use Legal Description: DOMESTIC GOODING County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
08S	15E	18		NENE										

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NO. RP 08S15E180000.

Dates:

Licensed Date:

Decreed Date: 11/26/1996

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

11/11/2010

Water Right Report

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Total Acres (for irrigation use)

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/11/2010

WATER RIGHT NO. 36-11402

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	G & H DAIRY LLC 299 ADDISON AVE W TWIN FALLS, ID 83301-5049 (208)734-8821
Original Owner	WASHINGTON FEDERAL SAVING & LOAN ASSN PO BOX 1460 BOISE, ID 83702 (208)338-7357

Priority Date: 03/01/1977
Basis: Decreed
Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	1/01	12/31	0.03	CFS
DOMESTIC	1/01	12/31	0.04	CFS
Total Diversion			0.07	CFS

Location of Point(s) of Diversion:

GROUND WATER NENE S 18 Township 08S Range 15E GOOD } County

Place(s) of use:

Place of Use Legal Description: STOCK WATER GOODING County

Township Range Section Lot Tract Acres Lot Tract Acres Lot Tract Acres Lot Tract Acres

08S 15E 18 NENE

Place of Use Legal Description: DOMESTIC GOODING County

Township Range Section Lot Tract Acres Lot Tract Acres Lot Tract Acres Lot Tract Acres

08S 15E 18 NENE

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NO. RP 08S15E180000. STOCK WATER, UNSPECIFIED

Dates:

Licensed Date:

Decreed Date: 01/15/1998

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

11/11/2010

Water Right Report

Generic Max Volume per Acre

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

OPERATING AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of August, 2004, by and between **JOHN GOMEZ**, 1987 Highland Avenue East, Twin Falls, Idaho 83301, **JESUS HURTADO**, 3249 S 1950 E, Wendell, Idaho 83355, and **GILBERT HURTADO**, 4149 N 2000 E, Filer, Idaho 83328, sometimes hereinafter collectively referred to as the "Members",

RECITALS

A. The Members have acquired membership in **G & H DAIRY, LLC**, an Idaho limited liability company (hereafter "Company").

B. The Members wish to agree upon terms and conditions for the operation, management and dissolution of the Company, and other matters related thereto.

IT IS THEREFORE AGREED, in consideration of these recitals and the mutual promises and covenants hereafter contained, as follows:

1. **NAME.** The name of the Company is "**G & H DAIRY, LLC**".
2. **TERM.** The Company shall dissolve, if not sooner dissolved, on January 1, 2044.
3. **REGISTERED OFFICE AND REGISTERED AGENT.** The name of the registered agent of the Company is JOHN GOMEZ. The address of the registered office of the Company is 1987 Highland Avenue East, Twin Falls, Idaho 83301.
4. **PURPOSE.** The Company is formed for the primary purposes of engaging in the business of producing milk from cattle; the ownership or leasing of cows, real property and other necessary assets, to generally pursue the dairy business; and for any other lawful business purposes for which limited liability companies may be formed in the State of Idaho.
5. **POWERS.** The powers, duties and obligations of the Company include, but are not limited to, the ability to:

A. Sue and be sued, complain and defend, and participate in administrative or other proceedings in its name;

B. Purchase, take, receive, lease, acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or an interest in it, wherever situated;

C. Sell, convey, assign, encumber, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets;

D. Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of and otherwise use and deal in and with, shares or other interests in, or obligations of, (i) other limited liability companies, (ii) domestic or foreign corporations, (iii) associations, (iv) general or limited partnerships, (v) individuals, or (vi) direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

E. Make contracts and guarantees, incur liabilities, borrow money at such rates of interest as the Company may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage or pledge of all or any part of its property, franchises and income;

F. Lend money for its proper purposes, invest and reinvest its funds, and take and hold real and personal property for the payment of funds so loaned or invested.

To this end, the Company may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Company, whenever, in the judgment of the Members, such loans, guaranty or assistance may reasonably be expected to benefit the Company. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Members shall approve, including, without limitation, a pledge or certificates of the Company.

G. Conduct its business, carry on its operations, and have and exercise the powers herein set forth in any state, territory, district or possession of the United States or in any foreign country;

H. Make and alter operating agreements, not inconsistent with its Articles of Organization or with the laws of this state for the administration and regulation of the affairs of the Company;

I. Indemnify a Member or former Member of the Company;

J. Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is organized;

K. Become a member of a general partnership, limited partnership, joint venture or similar association, or any other limited liability company; and

L. Exercise every other power convenient or necessary to effect the Company's business as authorized by *Idaho Code* § 53-605.

6. **MANAGEMENT BY MEMBERS.**

A. The management of the Company's business and affairs shall be vested in its members;

B. The names and addresses of the initial members of the Company shall be as follows:

JOHN GOMEZ	1987 Highland Avenue East Twin Falls, Idaho 83301
------------	--

JESUS HURTADO	3249 S 1950 E Wendell, Idaho 83355
---------------	---------------------------------------

GILBERT HURTADO	4149 N 2000 E Filer, Idaho 83328
-----------------	-------------------------------------

C. The business of the Company shall be managed by its Members who may collectively exercise all such powers of the Company and do all such lawful acts and things as are necessary to carry on the business of the Company in the ordinary course, defined as the normal day-to-day operation of the Company. The Company may appoint one of its members to be "managing member" to carry out and oversee the ordinary course of the Company's business.

D. No loans shall be contracted on behalf of the Company and no evidence of indebtedness shall be issued in its name unless authorized by unanimous consent of all the Members. No business outside the ordinary course of business, defined as that business necessary to normally operate the Company, shall be undertaken without the approval of members holding at least Seventy-Five Percent (75%) of the issued and outstanding units of interest of the Company.

E. The Members may authorize any Officer or Officers, agents or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

F. No contract or transaction between the Company and one or more of its Members or Officers, or between the Company and any other limited company, partnership, association or other organization in which one or more of its Members or Officers are managers or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Member or Officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if the material facts regarding his relationship or interest and regarding the contract or transaction are disclosed or are known to the Members and the contract or transaction is specifically approved in good faith by vote of the disinterested Members.

7. **MANAGING MEMBER.** GILBERT HURTADO shall be the member in charge of the day-to-day management of the Company's business, hereinafter the "Managing Member". GILBERT HURTADO agrees to devote his full time and attention to the business of the Company and not to engage in any other business or employment without the written consent of the other members. JOHN GOMEZ and JESUS HURTADO shall devote such time and attention to the Company business as may be required for its successful operation.

8. **COMPENSATION; DISTRIBUTION.** No Compensation shall be paid to any member, nor shall any distribution of assets be made to any member without the members' unanimous consent. The members shall take such draws as they may

from time to time unanimously agree upon. Provided, however, that GILBERT HURTADO shall be paid a guaranteed draw of \$4,000.00 per month in consideration of his duties as Managing Member.

9. **INDEMNIFICATION OF MEMBERS.**

A. The Company shall indemnify against liability incurred in any proceeding any individual made a party to the proceeding because he is or was a Member or officer of the Company if: (i) he conducted himself in good faith; (ii) he reasonably believed: (a) in the case of conduct in his official capacity, that his conduct was in the Company's best interests; or (b) in all other cases, that his conduct was at least not opposed to the Company's best interests; and (iii) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

B. The Company shall indemnify a Member or Officer of the Company who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him or her in connection with the proceeding.

C. A Member who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction.

D. The Company shall pay for or reimburse the reasonable expenses incurred by a Member who is a party to a proceeding in advance of the final disposition of the proceeding if: (i) the Member or Officer furnishes the Company a written affirmation of his good-faith belief that he has met the standard of conduct required; (ii) the Member furnishes the Company a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification.

E. Any indemnification of or advance of expenses to a Member in accordance with this section, if arising out of a proceeding by or on behalf of the Company, shall be reported in advance and in writing to the Members.

10. **MEMBERS.**

A. Additional Members shall be admitted to the Company on such terms and conditions as all of the Members shall determine by written agreement.

B. Every holder of interest in the Company shall be entitled to have a certificate signed by, or in the name of the Company.

C. Certificates may be issued for partly paid interests, and in such case, upon the face or back of the certificates issued to represent any such partly paid shares, the total amount paid thereon shall be specified.

D. The Company shall be authorized to issue only one class of certificate.

E. The Members may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificates or shares to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Members may, in their discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his/her legal representative, to advertise the same in such manner as they shall require and/or to give the Company a bond in such sum as it may direct as indemnity against any claim that may be made against the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

F. Members shall vote at every meeting of members in proportion to the number of units of interest then held by that Member.

11. **INITIAL INTERESTS; CAPITAL.** The initial interests of ownership shall be issued among the members as follows:

JOHN GOMEZ	-	One Hundred (100) units
JESUS HURTADO	-	One Hundred (100) units
GILBERT HURTADO	-	One Hundred (100) units

Each Member shall contribute \$147,000.00 in cash as an initial capital contribution to the Company.

12. **PROFITS AND LOSSES.** Profits and losses shall be allocated between the members as follows:

JOHN GOMEZ	-	33.3 %
JESUS HURTADO	-	33.3 %
GILBERT HURTADO	-	33.3 %

13. **DISTRIBUTIONS.**

A. Before payment of any distribution, there shall be set aside out of any funds of the Company available for distributions such sum or sums as the Members from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing distributions, or for repairing or maintaining any property of the Company, or for such other purpose as the Members shall think conducive to the interest of the Company; and the Members may modify or abolish any such reserve in the manner in which it was created.

14. **MEMBER MEETINGS.**

A. Meetings of Members may be held at such place, either within or without this state, as may be determined by their majority vote. If no other place is stated or so fixed, all meetings shall be held at the registered office of the Company.

B. Every Member shall have one (1) vote per unit of interest then owned at all membership meetings. Every reference to a vote of the Members contained in this agreement shall mean a vote in accordance with units of interests owned, and shall not mean a per capita vote, unless expressly set forth as a per capita vote.

15. **NOTICE.**

A. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of any Member or person calling the meeting to each Member of record entitled to vote at such meeting.

B. Notice to Members, if mailed, shall be deemed delivered when deposited in the United States mail, addressed to the Member, with postage prepaid.

C. When any notice is required to be given to any Member of the Company under the provisions of this agreement or under the provisions of the Articles of Organization or the Operating Agreement of the Company, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

D. By attending a meeting, a Member: (i) waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; (ii) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

16. **VOTING.**

A. Any Member may vote in person or by proxy.

B. All the Members of the Company shall constitute a quorum at a meeting of Members. If a quorum is present, the affirmative vote of the majority of the Members' units of interest represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, subject to any other provisions of this Agreement requiring a super majority or unanimous consent to a particular matter.

17. **ACTION BY MEMBERS WITHOUT A MEETING.**

A. Action required or permitted by this agreement to be taken at a Members' meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, and signed by each Member entitled to vote. Action taken under this subsection (a) is effective when all Members entitled to vote have signed the consent, unless the consent specified a different effective date.

B. Written consent of the Members entitled to vote has the same force and effect as a unanimous vote of such Members and may be stated as such in any document.

18. RESTRICTION ON TRANSFERABILITY OF INTERESTS; EVENTS REQUIRING MANDATORY PURCHASE OF INTERESTS.

A. No Member may transfer his interest in the Company without the unanimous written consent of all the Members, except that a member may transfer a membership interest to his or her spouse without such consent, subject to the other provisions of this Agreement.

B. The occurrence of specified events with respect to a Member shall require the mandatory purchase of the Member's interest by the Company. These events shall not require dissolution of the Company. The events of mandatory purchase of a Member's interest shall be:

(i) Death of a member.

(ii) Disability of a member, which shall be defined as the inability of a member to render significant services to the company for a continuous period of six months due to physical, mental or emotional impairment.

C. The value of a Member's interest at any relevant time, including the occurrence of any event of mandatory purchase set forth hereunder, shall be determined by the book value of the company as kept on the cash basis in accordance with generally accepted accounting principles and practices, adjusted for the fair market value of any assets as of the date of valuation. Once the value of the Company has been determined under this Paragraph, the value of a Member's interest shall be based upon what the Member would have received for his interest on the date of valuation if dissolution of the Company would have occurred on that date, utilizing the total value of the Company previously determined.

D. The value of a Member's interest thus determined shall bear interest from thirty (30) days after the occurrence of an event requiring purchase of the Member's interest at Farmers National Bank prime rate of interest as quoted at the bank's main branch at Twin Falls, Idaho, on the day of the event. The value shall be paid out as follows: Ten percent (10%) of the value shall be paid within ninety

(90) days of the occurrence of an event requiring mandatory purchase. The balance, with interest, shall be paid in five (5) annual installments commencing one (1) year from the date of the down payment and annually thereafter until fully paid. The Company may pay the full balance due and owing at any time without penalty. The certificate representing a Member's interest shall be endorsed in blank and delivered to the Company prior to the commencement of payment for the Member's interest.

E. In the event of a divorce between a Member and his spouse, the valuation of the community property interest, if any, in the membership interest shall be determined in accordance with Paragraph (C) above. The value of the spouse's community property interest, if any, shall be paid in accordance with the terms set forth in paragraph (D) above.

F. No Member, without the written consent of all other Members, may acquire any interest from another Member, his heirs, successors or assigns.

G. At the option of the remaining Members, and with their unanimous consent, the remaining Members may choose to exercise the rights of purchase granted to the Company in this section.

19. **DEADLOCK.** Deadlock shall mean a tie vote on any matter put before all the Members. In the event of deadlock in any vote taken by the Members, the matter shall be submitted for determination by binding arbitration, under the provisions of I.C. § 7-901, et seq. A board of arbitrators shall be selected by each party to the dispute selecting one arbitrator and the two thus chosen selecting a third arbitrator. The majority vote of the board of arbitration shall be binding on all parties.

20. **PROHIBITION OF ASSIGNMENT OR TRANSFER.** Except as specifically set forth in this agreement, no Member may, without the unanimous written consent of all other Members, transfer, sell, assign, encumber, hypothecate or pledge in any way his or her membership interest or certificate in the Company.

21. **AMENDMENT.** This agreement may be altered or amended by a unanimous agreement of all the Members.

22. **BINDING EFFECT.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators and assigns.

23. **BANKING.** The Company shall maintain a bank account or bank accounts in the Company's name at Farmers National Bank, Twin Falls, Idaho, branch. Checks and drafts shall be drawn on the Company's bank account for Company purposes only and shall be signed by any one of the Members.

24. **BOOKS AND RECORDS.** The Company shall keep books and records at its place of business, 1987 Highland Avenue East, Twin Falls, Idaho. Additionally, Ron Belliston of Cooper, Norman & Company, Twin Falls, Idaho, is appointed as the Company accountant to prepare tax returns and such financial statements as the members shall require. Any member shall have complete access to the books and records of the Company kept by Mr. Belliston.

25. **TAXATION.** The company shall at all times be taxed as a partnership under applicable provisions of the Internal Revenue Code. JOHN GOMEZ is designated as the tax matters member/partner.

26. **SEVERABILITY.** In the event any parts of this agreement are found to be void, the remaining provisions of this agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

27. **APPLICABLE LAW.** This agreement shall be subject to and governed by the laws of the State of Idaho.

28. **INTEGRATION.** The parties acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are 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 in writing and executed by all the parties hereto.

29. **COUNTERPARTS.** This agreement may be signed in counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.



JOHN GOMEZ



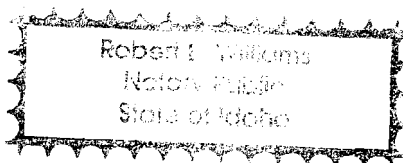
JESUS HURTADO

Gilbert Hurtado
GILBERT HURTADO

STATE OF IDAHO)
 ss:
County of Jerome)

On this 28th day of August, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN GOMEZ, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

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

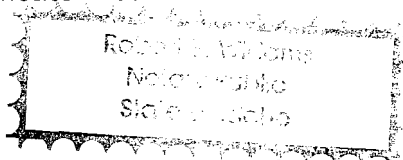


[Signature]
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 01-27-05

STATE OF IDAHO)
 ss:
County of Jerome)

On this 28th day of August, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JESUS HURTADO, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

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

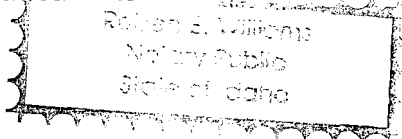


[Signature]
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 01-27-05

STATE OF IDAHO)
 ss:
County of Jerome)

On this 28th day of August, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GILBERT HURTADO, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

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



[Signature]
NOTARY PUBLIC for Idaho
Residing at Jerome, Idaho
Commission Expires 01-27-05

RATIFICATION OF SPOUSES

We, GRICELDA HURTADO and TANYA HURTADO, being the spouses of JESUS HURTADO and GILBERT HURTADO, Members of the Company, G & H DAIRY, LLC, do hereby affirm that we have read the provisions of the foregoing Operating Agreement, and agree to be bound by the terms and conditions thereof.

DATED this 30 day of August, 2004.

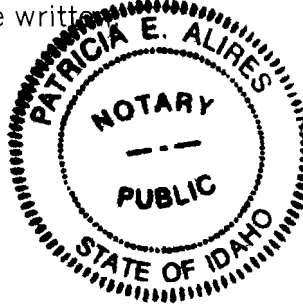
Gricelda Hurtado
GRICELDA HURTADO

Tanya Hurtado
TANYA HURTADO

STATE OF IDAHO)
 ss:
County of Jerome)

On this 30 day of August, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GRICELDA HURTADO, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

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

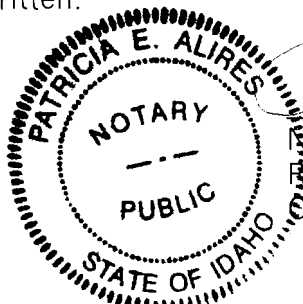


Patricia E. Alires
NOTARY PUBLIC for Idaho
Residing at: Jerome Falls
Commission Expires: 12-22-09

STATE OF IDAHO)
 ss:
County of Jerome)

On this 30 day of August, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared TANYA HURTADO, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

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



Patricia E. Alires
NOTARY PUBLIC for Idaho
Residing at: Jerome Falls
Commission Expires: 12-22-09

G&H

Dairy Water Use Requirements

Date

9/22/2010

AGTEC

Owner/Operator Info

Name: 0 Address: 0 Telephone: 0
 County: 0 City: 0 State: 0 Zip Code: 0

Facility Info

Name: G&H Dairy Address: 0 Telephone: 0
 County: Gooding City: Wendell State: Idaho Zip Code: 0

Dairy Stock Water Requirements

Animal Type	# of Animals	Animal Weight (lbs)	Animal Units	Drinking Requirement (gal/hd/day)	Drinking Requirement (gal/day)	Total Drinking (acft/yr)	Reference
Lactating cow 14	1,590	1,400	2 226.0	38.3	60,851	68.16	Modified Kertz Equation. A.F. Kertz. Ralston Purina
none	0	0	0.0	0.0	0	0.00	N/A
Dry Cow 14	284	1,400	397.6	14.0	3,976	4.45	Water Intake and Quality for Dairy Cattle. Richard S.
none	0	0	0.0	0.0	0	0.00	N/A
Dairy Cattle 1.5	0	150	0.0	0.0	0	0.00	N/A
Dairy Cattle 2.5	0	250	0.0	0.0	0	0.00	N/A
Heifer 7.5	0	400	0.0	0.0	0	0.00	N/A
Heifer 10	0	1,250	0.0	0.0	0	0.00	N/A
none	0	0	0.0	0.0	0	0.00	N/A
Totals	1,874		2,623.6		64,827	72.62	

Stock water requirement in acre ft/ year

72.6

Stock water pumping diversion in cfs

0.10



Wash Water Sizing

	Barn 1	Barn 2	Barn 3		Barn 1 Breakdown below
# Cows milked	1,590	0	0	0	
Stations/side	35	0	0	0	
Strings/milking	45	0	0	0	
Milkings per Day	3	0	0	0 milkings/day	
Cow Prep.	2,385	0	0	0 gal/day	3 milkings/day 0.5 gal/cow/milking
Bulk Tank	3,000	0	0	0 gal/day	
Pipelines	1,800	0	0	0 gal/day	4 cycles/wash 150 gallons/cycle
Claw Back flush	4,770	0	0	0 gal/day	0.25 gal/cycle 4 cycles/wash
Parlor Hand Washdown	1,800	0	0	0 gal/day	30 gal/min 20 min/milking
Deck Sprays	4,770	0	0	0 gal/day	175 gal/min 12 runtime sec 136 cycles/day
Deck Flush	9,000	0	0	0 gal/day	1500 gal/min 0.5 min/cycle 12 cycles/day
Holding Pen Flush	9,000	0	0	0 gal/day	4500 gal/min 0.5 min/cycle 4 cycles/day
Holding Pen Hand Washdown	1,800	0	0	0 gal/day	30 gal/min 20 min/milking
Sprinkler Pen Water Use	0	0	0	0 gal/day	0 heads 5 gpm/head 10 min/pen 100 % use
Milk Room Cleaning	400	0	0	0 gal/day	
Water Trough Cleaning	1578	0	0	0 gal/day	20 # of troughs 1200 gal/trough 2 #/month
Miscellaneous	500	0	0	0 gal/day	0
	40,803	0	0	0 Total Parlor gal/day	

Yearly Parlor Wash Volume

14,893,125 Gallons/year

Notes

Yearly Parlor Wash Volume

45.71 Acre Ft/year

Commercial Diversion Rate

0.063 CFS

Recyclable Water Use	Barn 1	Barn 2	Barn 3	
Milking Parlor Throughput	280	0	0	0 Cows/hr
Time Milking Per Day	17.0	0.0	0	0 hours/day
Plate Cooler Water Use	35,775	-	-	Gal/day
Water Cooled Compressor	-	-	-	Gal/day
Water Cooled Vacuum Pump	-	-	-	Gal/day
	35,775	-	-	Total Cooling Parlor Volume/day in gallons

Water Use Evaluation

Clean Water Use	35775 Gal/day
Cow Drinking water use	64827 Gal/day
Commercial Parlor Use	40803 Gal/day
Net Excess Cooling Water	0 Gal/day
Yearly Parlor Cooling Volume (amount exceeding that recycled)	0.0 Acre Ft/year



Total Facility Water Use Requirements

Stock water Requirement	72.6 Acre Ft/yr	Gallons per day per animal unit
Commercial Parlor Use	45.7 Acre Ft/yr	40.3 gal/au/day
Additional Cooling Use	0.0 Acre Ft/yr	
Water Use Estimate	118.3 Acre Ft/yr	
Safety Factor	1.2 SF	
Total Water Use Estimate	142.0 Acre Ft/yr	
Total Diversion Rate	0.20 Cubic Feet/Second (CFS)	88.0 GPM

(this diversion rate is the minimum rate required to pump the
above water use estimate 24/7/365)

Existing Water Rights	Diversion rate	Volume	
	cfs	gal/day	acre/ft/year
			71.6
		total	71.6



References:

Cattle drinking requirements were calculated using published information from industry accepted sources or from table data. Typically the highest use estimate is reported with the corresponding source of information. In some cases the designer will override the source values. In those cases an overridden value may include an explanation for the override.

The following sources were evaluated for the milking and dry cow herds.

Fresh Water Needs for Dairy Farms, Dean Faulk U of I Extension Specialist

Water Intake and Quality for Dairy Cattle, Richard S. Adams & William E. Sharpe, Department of Dairy and Animal Science, Pennsylvania State University

Modified Kertz Equation, A.F. Kertz, Ralston Purina Company

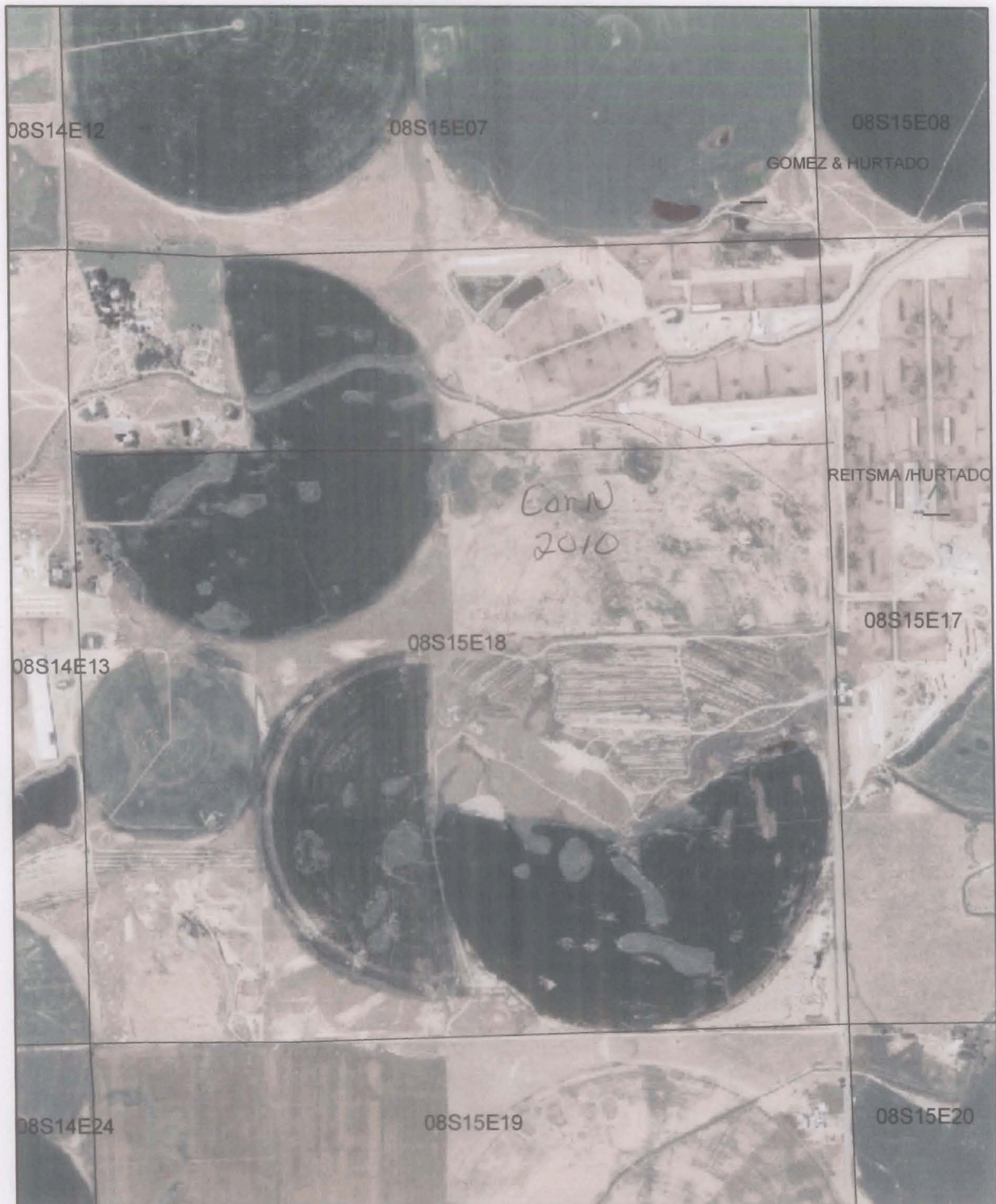
Water Partitioning and Intake Prediction in Dry and Lactating Holstein Cows, J. B. Holter & W.E. Urban Jr., Journal of Dairy Science 1992

The following sources were evaluated for animals other than milking and dry cows.

Fresh Water Needs for Dairy Farms, Dean Faulk U of I Extension Specialist

Water Intake and Quality for Dairy Cattle, Richard S. Adams & William E. Sharpe, Department of Dairy and Animal Science, Pennsylvania State University

Water Requirements of Livestock, Daniel Ward & Kevin McKague, Ministry of Agriculture Food & Rural Affairs, May 2007



AGTEC

Gooding County Template

0 330 660 Feet

Attachment #7a

R15E



Handwritten note: 11/16/03

Handwritten notes: 2 wells, 36-9376, 36-11402, 36-11735, 36-16107

Attachment # 7a

R15E



Handwritten notes below the map:

- Well
- 2 wells

RECEIVED

APR 05 2011

DEPT. OF WATER RESOURCES
SOUTHERN REGION

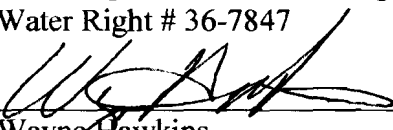
AFFIDAVIT

STATE OF IDAHO

COUNTY OF JEROME

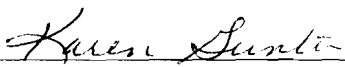
Before me, the undersigned Notary Karen Gunter on this day
September 29th 2010 personally appeared Wayne Hawkins known to me to be a
credible person and of lawful age, which being duly sworn, on his oath, deposes and says:

I purchased the 28 Acres located at Township 8 South, Range 15 East, Section 18,
NENE, NWNE, along with other properties and the Dairy in 1988. To my best
knowledge, the last time I irrigated Alfalfa on this ground was the Irrigation season 2004.
Water Right # 36-7847


Wayne Hawkins

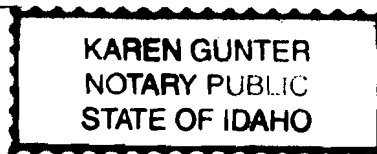
Wayne Hawkins
304 S. 320 W.
Jerome, Idaho 83338

Subscribed before me, this 29 day, of September 2010


Signature of Notary

Karen Gunter
Name of Notary

NOTARY PUBLIC



My Commission expires 12/00 2011

AFFIDAVIT

STATE OF IDAHO

COUNTY OF JEROME

Before me, the undersigned Notary Jill Hudson on this day
November 4 2010 personally appeared Wayne Hawkins known to me to be a
credible person and of lawful age, which being duly sworn, on his oath, deposes and says:

G&H Dairy Physically transferred the following water right 36-7847 from irrigation to
commercial and stock water use in 2004 when we purchased the property along with the
Dairy. This property was purchased from Wayne Hawkins of Jerome, Idaho.

Water Right # 36-7847

John Gomez
John Gomez

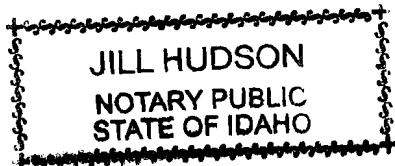
Subscribed before me, this 4 day, of November 2010

Jill Hudson
Signature of Notary
Jill Hudson
Name of Notary

NOTARY PUBLIC

Twin Falls County

My Commission expires 1-31 2013





8717 West 110th Street
Suite 700
Overland Park, KS 66210-2101

MetLife®

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

Barry L. Bogseth
Regional Director
Central Regional Office
Agricultural Investments

(913) 338-0629
(913) 231-9666 CELL
(913) 661-2254 FAX
bbogseth@metlife.com
www.metlife.com/ag

Re Loan #191481 G & H Dairy— Application for Transfer of Water Rights
Gooding County, Idaho;

Dear Mr. Stanton

MetLife has been asked to consent to an Application (copy attached) for Transfer of Water Right to transfer irrigation water for Commercial/Stock water use on the following MetLife security:

Township 8 South, Range 15 East, Boise Meridian, Gooding County, Idaho
Section 7:

NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; and SE $\frac{1}{4}$

Township 8 South, Range 15 East, Boise Meridian, Gooding County, Idaho
Section 18:

That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of the W-9 North Side Canal Company Lateral as now located.

To the extent that we have not previously communicated consent to you, please accept this letter as consent by Metropolitan Life Insurance Company to the change requested as outlined above. Feel free to contact me if you have any questions.

Sincerely

Barry L. Bogseth
Regional Director

December 13, 2010

Encl.

BLB/njm

Copies to: G & H Dairy
Gary Funderburg, TLS Enterprises LLC
Chad Brown

No. W 32870		Due no later than Aug 31, 2010		Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		Annual Report Form 1. Mailing Address: Correct in this box if needed. G & H DAIRY, LLC JOHN GOMEZ 299 ADDISON AVE. W. TWIN FALLS ID 83301 USA		JOHN GOMEZ 1776 E 4500 N BUHL ID 83316			
				3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
MEMBER	GILBERT HURTADO	299 ADDISON AVENUE W	TWIN FALLS	ID	USA	83301	
MEMBER	JOHN J. GOMEZ	299 ADDISON AVENUE W	TWIN FALLS	ID	USA	83301	
MEMBER	JESUS HURTADO	299 ADDISON AVENUE W	TWIN FALLS	ID	USA	83301	
5. Organized Under the Laws of: ID W 32870		6. Annual Report must be signed.* Signature: John Gomez Name (type or print): John Gomez Date: 08/27/2010 Title: Member					
Processed 08/27/2010		* Electronically provided signatures are accepted as original signatures.					

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