

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant DOUBLE B DAIRY LLC Phone 208 536-6148

Post Office address 2930 S. 2300 E., WENDELL, IDAHO 83355

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes DAIRY FACILITIES

RECEIVED

DEC 18 2006

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

- | 1. | Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | Period of Use |
|----|---|------------|--------------------------|------------------------------|---------------------------|
| * | 36-15988 | 06/04/1951 | 0.16/24.5 | Stock/comm. | 1/1 to 12/31 |
| * | 36-15990 | 11/29/1973 | 0.15/25.0 | Stock/comm. | 1/1 to 12/31 |
| | | | | | to |
| | | | | | to |
| 2. | Total amount of water being transferred | | 0.22 | cubic feet per second and/or | 50.0 acre-feet per annum. |
| 3. | Source of water | | GROUNDWATER tributary to | | |
| 4. | Point(s) of Diversion: | | | | |

Lot	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW NW	20	08S	15E	Gooding	1
		SW NW	20	08S	15E	Gooding	2

5. Lands irrigated or place of use:

[illegible]

PART 1**6. General Information:**a. Description of diversion system (2) WELLS, MOTORS AND PUMPS USED IN A COMMON SYSTEM

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

☒ Yes ☐ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:

LANDS WILL BE DRYED UP.

d. Remarks:

See 5-4-01
*CONSUMPTIVE VOLUME BASED ON JEROME PASTURE. THESE RIGHTS WHEN COMBINED SHALL NOT EXCEED 2.35 CFS AND 11.2 ACFT.

Sup See

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 19 _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 36-15988 Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice

☐ Warranty Deed

☐ Other _____

3. Source of water groundwater tributary to _____

4. Date of priority 06/04/1951

5. Water is used for the following purpose:

Amount 1.46cfs for Irrigation purposes from 3/15 to 11/15
 Amount _____ for _____ purposes from _____ to _____
 Amount _____ for _____ purposes from _____ to _____
 Amount _____ for _____ purposes from _____ to _____

6. Total amount of water under right 1.46 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SW	SE	SW	20	08S	15E	Gooding	(2) wells 1 & 2

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
08S	15E	20									33	18.8	38	39					128.8
		29						14											14

Total acres 142.8

9. Describe any other water rights used for the same purpose as described above 35-15990

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

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. Amount 0.17/33.9 for Irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 Amount for purposes from to
 (cfs/ac-ft)
 Amount for purposes from to
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SW	SW	SW	20	08S	15E	Gooding	(2) WELLS 1&2

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
08S	15E	20											16.6						16.6

Total acres 16.6

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount 1.29/257.3 for Irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 Amount for purposes from to
 (cfs/ac-ft)
 Amount for purposes from to
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SW	SE	SW	20	08S	15E	Gooding	(2) WELLS 1&2

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
08S	15E	20									33	2.2	38	39					112.2
		29						14											14

Page _____ of _____

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED**1. Right evidenced by:**

- a. Decree No. 36-15990 Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.☐ Tax notice☐ Warranty Deed☒ Other CONTRACT OF SALE

3. Source of water GROUNDWATER tributary to _____

4. Date of priority 11/29/1973

5. Water is used for the following purpose:

Amount 1.4 CFS for Irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.4 cubic feet per second and/or 5.4 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SW	SE	SW	20	08S	15E	Gooding	2 WELLS 1 & 2

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
08S	15E	20									33	18.8	38	39					128.8
		29						14											14

Total acres 142.8

9. Describe any other water rights used for the same purpose as described above 36-15990, 36-15988

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

09/22/2005

WATER RIGHT NO. 36-15990

Owner Type	Name and Address
Current Owner	LINDA HILLIS
Current Owner	MERRILL DON HILLIS
	3356 S 1800 E
	WENDELL, ID 83355
	(208)536-2757

Priority Date: 11/29/1973

Basis: Decreed

Status: Active

*Superseded
See AP dated
5-4-07*

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	1.4 CFS	
Total Diversion			1.4 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWSESW	Sec. 20	Township 08S	Range 15E	GOODING County
GROUND WATER	SWSESW	Sec. 20	Township 08S	Range 15E	GOODING County

IRRIGATION Use:

Acre Limit: 70

Acre Limit: 72.8

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	20		NESW	33		NWSW	18.8		SWSW	38		SESW	39
		29		NWNW	14									

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	20		NESW			NWSW			SWSW			SESW	
		29		NWNW										

Total Acres: 142.8

Conditions of Approval:

*Superseded
See AP dated 5-4-01*

1.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
2.	N10	The quantity of water decreed for this water right for domestic use is not a determination of historical beneficial use.
3.	N12	The quantity of water under this right for domestic use shall not exceed 13,000 gallons per day.
4.	S17	Use of this right is combined with water from North Side Canal Co. Ltd.
5.	X36	Right 36-15990 is also diverted through the point(s) of diversion described above.
6.	X27	This right is limited to the irrigation of 72.8 acres within the place of use described above in a single irrigation season.
7.	X35	Rights 36-15988 and 36-15990 when combined shall not exceed a total diversion rate of 2.35 cfs, a total annual maximum diversion volume of 571.2 af at the field headgate, and the irrigation of 142.8 acres.

4.0 ACF/ANN

Dates:

Licensed Date:

Decreed Date: 08/27/2001

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: 0.02
Generic Max Volume per Acre: 4
Combined Acres Limit: 142.8
Combined Volume Limit: 571.2
Combined Rate Limit: 2.35
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

*Successful
See AB
dated 5-4-07*

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

09/22/2005

2 make lines
355 have NSC.

WATER RIGHT NO. 36-15988

Owner Type	Name and Address
Current Owner	LINDA HILLIS
Current Owner	MERRILL DON HILLIS
	3356 S 1800 E
	WENDELL, ID 83355
	(208)536-2757

Priority Date: 06/04/1951

Basis: Decreed

Status: Active

Superceded
See App'd
5-4-07

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	1.46 CFS	
DOMESTIC	01/01	12/31	0.04 CFS	
Total Diversion			1.46 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWSESW	Sec. 20	Township 08S	Range 15E	GOODING County
GROUND WATER	SWSESW	Sec. 20	Township 08S	Range 15E	GOODING County

IRRIGATION Use:

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	20		NESW	33		NWSW	18.8		SWSW	38		SESW	39
		29		NWNW	14									

Total Acres: 142.8

Conditions of Approval:

1.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
2.	S17	Use of this right is combined with water from North Side Canal Co. Ltd.
3.	X36	Right 36-15988 is also diverted through the point(s) of diversion described above.
4.	X27	This right is limited to the irrigation of <u>70.0</u> acres within the place of use described above in a single irrigation season.
5.	X35	Rights 36-15988 and 36-15990 when combined shall not exceed a total diversion rate of 2.35 cfs, a total annual maximum diversion volume of 571.2 af at the field headgate, and the irrigation of 142.8 acres.

4 AC FT / ANN

Dates:

Licensed Date:

Decreed Date: 08/27/2001

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: 0.02

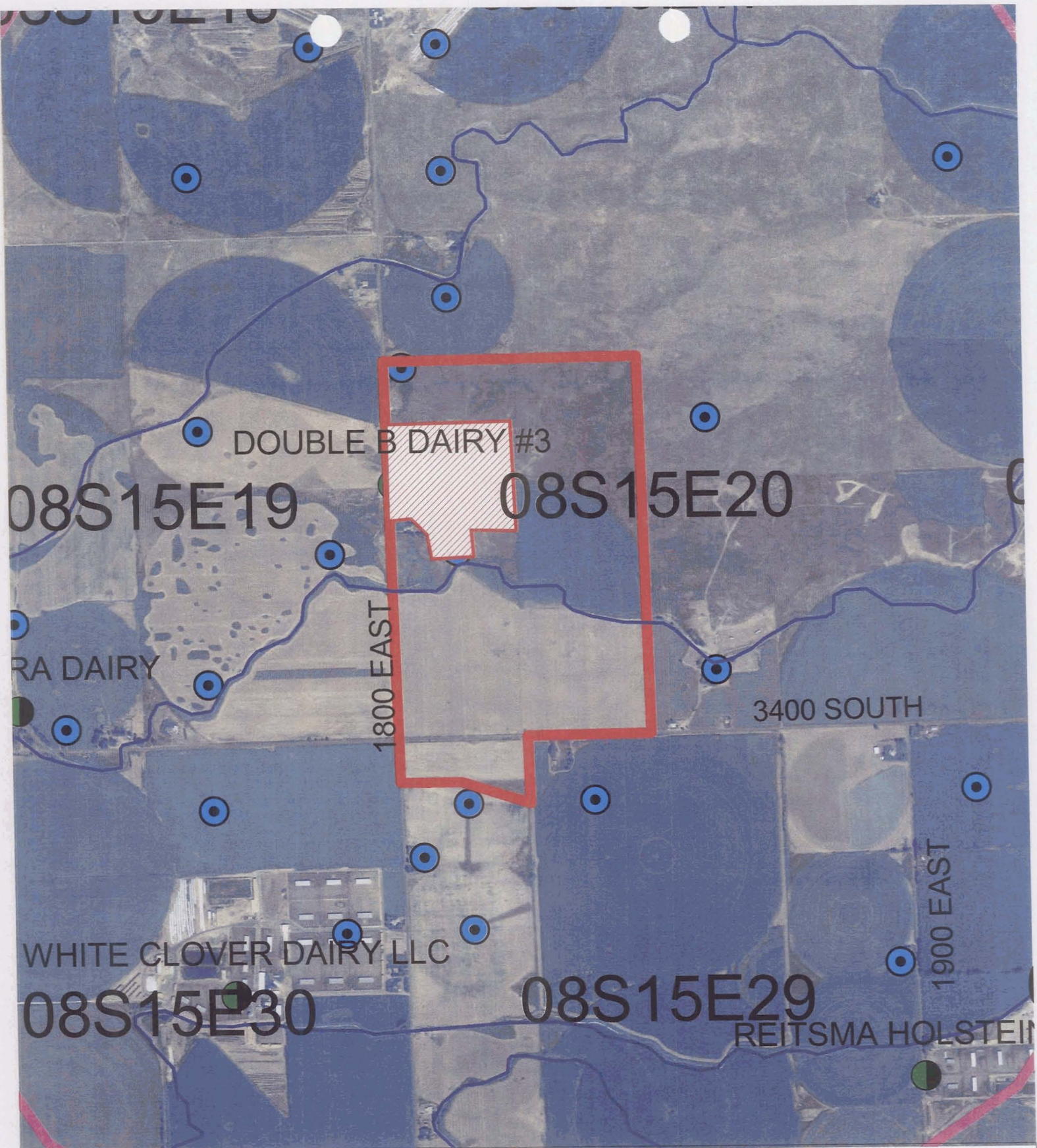
Generic Max Volume per Acre: 4

Superseded
See AG
dated 5-4-07
0161

Combined Acres Limit: 142.8
Combined Volume Limit: 571.2
Combined Rate Limit: 2.35
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

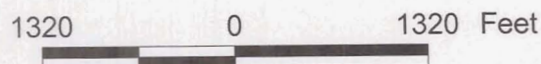
Superseded
Sub Added
5-4-07



DOUBLE B#3 DAIRY



AG^{TEC}



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

1.	<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
	Stock/comm.	0.22/50	AS NEEDED	1/1 to 12/31
				to

2. Quantity and quality of return flows and location of discharge:

TO GRONDS BEING IRRIGATED WHEN NEEDED.

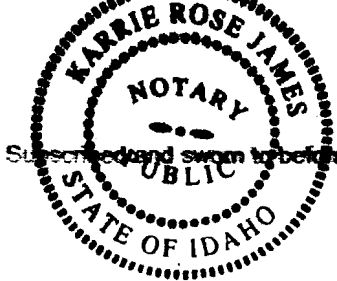
3. Describe the effects on other water uses resulting from the proposed change:

NONE

*Super needed
See as dated 5-4-07*

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

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



Subscribed and sworn to before me this

15

day of

(Signature of Applicant)

December 15, 2006

Karrie Rose James
(Notary Public)

My commission expires

Oct. 17, 2011

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by *JF Stanton* Date *12-18-06*

Protest filed by _____

Prelim. check by _____ Fee *\$250.00 5029/28*Receipted by *JS* Date *12-18-06*

Published in _____

Copies of protest forwarded by _____

Pub. dates _____

Hearing held by _____ Date _____

Watermaster recommendation requested on _____

Recommended for ☐ Approval ☐ Denial

rec'd. _____

by _____

Copy of transfer sent to lien holder _____



United States
Department of
Agriculture

Fa. Service
Agency

Gooding/Camas Office
820 Main Street
Gooding, ID 83330

Phone:
208-934-8472 ext. 2
Fax: 208-934-4327

December 4, 2006

Gary Funderburg
255 Blue Lakes Blvd N
PMB 617
Twin Falls ID 83301

Dear Mr. Funderburg,

The following is the information requested by Merrill Don Hillis, to be released to you.

Crop reports for Hillis farm, 1995 through 2004:

1995 – no crop report
1996 – no crop report
1997 – no crop report
1998 – no crop report
1999 – no crop report
2000 – no crop report
2001 – no crop report
2002 – no crop report
2003 – no crop report
2004 – see attached report (partial report for Hillis – remainder of farm was cash leased out).

Sincerely,

A handwritten signature in black ink, appearing to read "Harold Boggs Jr.", written over a horizontal line.

Harold Boggs Jr.
County Executive Director

	SITE	CONS VOL	CROP; ALFALFA PASTURE	WWHEAT	SWHEAT	BEETS	SPUDS	SILEAGE	SWCORN	BEANS	
	Am Falls	AF/Ac	2.77	2.8	2.49	2.07	2.46	2.06	1.98	1.55	1.44
	Bliss	AF/Ac	3.18	3.2	2.68	2.21	2.81	2.41	2.29	1.84	1.74
	Burley	AF/Ac	2.72	2.79	2.42	1.98	2.52	2.16	2.02	1.62	1.56
→	Hazelton	AF/Ac	2.93	2.93	2.45	2.04	2.6	2.23	2.2	1.73	
	Hollister	AF/Ac	2.6	2.65	2.4	1.98	2.35	1.97	1.88	1.5	1.56
→	Jerome	AF/Ac	3.02	3.01	2.49	2.13	2.64	2.28	2.12	1.63	1.38
	Malta	AF/Ac	2.58	2.68	2.49	2.02	2.37	2.03	1.93	1.51	1.63
	Oakley	AF/Ac	2.57	2.7	2.45	1.98	2.4	2.01	1.91	1.47	1.41
	Rupert	AF/Ac	2.98	2.96	2.56	2.14	2.65	2.28	2.12	1.63	1.39
	Shoshone	AF/Ac	3	3.01	2.54	2.11	2.63	2.29	2.15	1.74	1.65
	Twin Falls	AF/Ac	2.97	2.97	2.49	2.07	2.62	2.26	2.15	1.76	1.57

CROP WATER NEEDS AT SELECTED SOUTHERN REGION SITES

(CROP CONSUMPTIVE VOLUMES AVAILABLE FOR CHANGE-IN-NATURE-OF-USE TRANSFERS)

PER ALLEN & BROCKWAY REPORT 1983

(1 Foot = 304.8 mm)

mm → ft

AVE IR

mm → inches ÷ 12 $\frac{inch}{foot}$
 season 25.4 mm
 inch

use this
 Irrigation
 requirement
 (accounts for precip)
 Consumptive use
 (crop need)
 does not account
 for precip

36-15988 ch
 Double B Dairy

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2004

DATE: 12-04-2006

Producer Name and Address ID
 MERRILL DON HILLIS 5688
 7980 N 11600 W
 TREMONTON, UT 84337-9101

NOTE: The following statements are made in accordance with the Privacy Act of 1974(5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Farm Number	Tract Number	CLU/Field	Ir Pr	Var/ C/C	Int Type	C/C Stat	Rpt Unit	Reported Quantity	Determined Quantity	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
593	796	2	Ir	GRASS RAN	Graze	I A		5.30			1.0000	MERRILL DON HILLIS		
Photo Number/Legal Description: 796 K17 20/29-8-15														
Cropland: 145.1 Farmland: 253.0														

C/C	Type	Prac	IU	Reported	Determined
GRASS RAN	I	GZ		5.30	

PRODUCER'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Producer's Signature _____ Date _____

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

Lagoon and Waste System Sizing Program



Producer Information		Facility Info
Name:	Joe Brazil	Double B Dairy
Address:	0	0
City:	0	0
State:	0	0
Zip Code:	0	0
County:	Gooding	Gooding
Telephone:	0	0
Fax:	0	0

Project Description: Estimating Facility storage needs and IDWR Water Use

Animal Breakdown

Water Use estimates are based on Producer Determined level of milk production

Animal Type	# of Animals	Animal Weight (lbs)	Gooding County LCO #s	% Total Manure to Lagoon	Total Manure % to Slurry Pond	Drinking Requirement (gal/hd/day)	Total Drinking (gal/yr)	Reference
Lactating cow	910	1400	1274.0	8%	0%	40.0	13286000	PRODUCER INFORMATION
Dry Cow	160	1400	224.0	0%	0%	15.0	876000	PRODUCER INFORMATION
none	0	0	0.0	0%	0%	0.0	0	0.0
none	0	0	0.0	0%	0%	0.0	0	0.0
none	0	0	0.0	0%	0%	0.0	0	0.0
none	0	0	0.0	0%	0%	0.0	0	0.0
none	0	0	0.0	0%	0%	0.0	0	0.0
1070	animals	1498.0	au's					

43.5 Acre Ft/yr
0.06 CFS Diversion

Wash Water Sizing

	Barn 1	Barn 2	Barn 3	
# Cows milked	910	0	0	
Stantions/side	10	1	1	
Strings/milking	91	0	0	
Milkings per Day	2	3	3	milkings/day
Cow Prep.	910	0	0	Gal/day
Bulk Tank	250	0	0	Gal/day
Pipelines	300	0	0	Gal/day
Claw Backflush	1820	0	0	Gal/day
Parlor Hand Washdown	800	0	0	Gal/day
Deck Sprays	0	0	0	Gal/day
Deck Flush	0	0	0	Gal/day
Holding Pen Flush	0	0	0	Gal/day
Holding Pen Hand Washdown	1200	0	0	Gal./day
Milk Room Cleaning	50	0	0	Gal./day
Miscellaneous	100	0	0	Gal./day
	5,430	-	-	Total Parlor Volume/day gallons
	86,872	-	-	180 Day Parlor Wash Volume ft3
Manure from Parlor		171	ft3/day	
Storage period		180	days	
Total Manure from Parlor to Lagoon		62,278	ft3	Slurry Days of Storage
Years between Solid sludge Cleanout		5	years	Slurry Pond Volume ft3
Sludge Volume		74,734	ft3	Volume Gal
				559,008 Gallons

Drinking

43.5 * 0.06 = 0.0601
1.93 AF





Recyclable Water Use

	Barn 1	Barn 2	Barn 3	
Milking Parlor Throughput	100	0	0	0 Cows/hr
Time Milking Per Day	18.2	0	0	0 hours/day
Plate Cooler Water Use	0	0	0	0 Gal/day
Water Cooled Compressor	0	0	0	0 Gal/day
Water Cooled Vacuum Pump	0	0	0	0 Gal/day
	0	0	0	0 Total Cooling Parlor Volume/day in gallons

Water Use Evaluation

Clean Water Use	0 Gal/day	A negative number shows that the clean water use doesn't exceed cattle drinking and parlor use
Cow Drinking water use	38,800 Gal/day	
Commercial Parlor Use	5,430 Gal/day	
Net Excess Cooling Water	-44,230 Gal/day	
Yearly Parlor Cooling Volume (amount exceeding that recycled)	0.0 Acre Ft/year	

Water Use Totals

Water Use estimates are based on Producer Determined level of milk production

Stock water Requirement	43.5 Acre Ft/yr ✓
Commercial Parlor Use	6.1 Acre Ft/yr ✓
Additional Cooling Use	0.0 Acre Ft/yr
Total Dairy Water Use Estimate	49.5 Acre Ft/yr

Total Diversion Rate

0.07 Cubic Feet/Second (CFS)

31 GPM

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

Lagoon and Waste System Sizing Program



Facility Runoff Calculation

Runoff Areas

		CN #	CN#	1 in 5 yr win 25 yr. 24 hr Dimensions				
				Width	Length	#	Square Footage	
Roofed Area	parlor		100	100	30	240	1	7200
		0	100	100	0	0	0	0
		0	100	100	0	0	0	0
							0	7200
Concrete & Asphalt	Feed Lanes		100	100	20	500	4	40000
		0	100	100	0	0	0	0
		0	100	100	0	0	0	0
		0	100	100	0	0	0	0
Sub Total								40000

Earthen Site

Acres <3% :	80.38	91	27.2	*43560	1184832	< than 3% slope
Acres >3% :	86.9	91	0	*43560	0	> than 3% slope
Square Ft <3% Slope				0		
Square Ft >3% Slope				0		

Net Entire Site

1232032 ft^2
28.3 Acres

1 in 5 yr. Winter Numbers - Using NRCS AWMFH 651.1000

*November through April weather data

Climatic Data Station	JEROME
1 in 5 yr. precipitation	7.81 inches
Evaporation	2.8 inches
Net Precipitation	5.01 inches
25 yr. 24 hr. Storm	1.8 inches

IDAWM Values

	180 day storage	25 yr 24 hr Storm
Runoff amount	1 in 5 yr Winter	
Roofs	4686	1080 ft3
Concrete	26033	6000 ft3
Earthen Site	119954	97815 ft3
Subtotal	150674	104895 ft3
Total Runoff To Contain		255569 ft3

Waste Water Storage

Runoff 1 in 5 yr winter	150,674 ft3	1,127,039 Gallons
Runoff 25 yr 24 hr storm	104,895 ft3	784,614 Gallons
Precipitation on Lagoons	67,509 ft3	504,965 Gallons
Barn Water	86,872 ft3	649,800 Gallons
Manure	62,278 ft3	465,840 Gallons
Sludge	74,734 ft3	559,008 Gallons
Total Storage for 180 days	546,961 ft3	4,091,267 Gallons
Total Slurry Pond Volume	- ft3	- Gallons

Pond Dimensions to Meet Required Volume



Pond Size	Ex. Con. Pond (ft)	West Lagoon (ft)	East Lagoon (ft)	New Lagoon (ft)	0 (ft)
Width Side Slope	2	3	3	3	2
Bottom Width	84	19	103	300	0
Length Side Slope	2	3	3	3	2
Bottom Length	180	106	123	150	0
Total Depth	4	4	7.5	8	0
Free Board	1	1	1	1	0
Lagoon Precip ft3	11123	3172	14110	39103	0
LW	96	37	142	342	0
LL	192	124	162	192	0
LD	3	3	6.5	7	0
Top length	196	130	168	198	0
Top Width	100	43	148	348	0
Storage Volume IWMG ft3	50256	9741	114289.5	385266	0
Storage Volume IWMG Gal	375915	72863	854885	2881790	0
excavated volume (yd3)	2,562	542	5,072	16,704	-
ft3		59,997	174,287	559,553	-
Gallons		448778	1303663	4185453	0

Total Capacity
559,553

24,881

	SITE	CONS VOL	CROP; ALFALFA PASTURE	WWHEAT	SWHEAT	BEETS	SPUDS	SILEAGE	SWCORN	BEANS	
	Am Falls	AF/Ac	2.77	2.8	2.49	2.07	2.46	2.06	1.98	1.55	1.44
	Bliss	AF/Ac	3.18	3.2	2.68	2.21	2.81	2.41	2.29	1.84	1.74
	Burley	AF/Ac	2.72	2.79	2.42	1.98	2.52	2.16	2.02	1.62	1.56
→	Hazleton	AF/Ac	2.93	2.93	2.45	2.04	2.6	2.23	2.2	1.73	
	Hollister	AF/Ac	2.6	2.65	2.4	1.98	2.35	1.97	1.88	1.5	1.56
→	Jerome	AF/Ac	3.02	3.01	2.49	2.13	2.64	2.28	2.12	1.63	1.38
	Malta	AF/Ac	2.58	2.68	2.49	2.02	2.37	2.03	1.93	1.51	1.63
	Oakley	AF/Ac	2.57	2.7	2.45	1.98	2.4	2.01	1.91	1.47	1.41
	Rupert	AF/Ac	2.98	2.96	2.56	2.14	2.65	2.28	2.12	1.63	1.39
	Shoshone	AF/Ac	3	3.01	2.54	2.11	2.63	2.29	2.15	1.74	1.65
	Twin Falls	AF/Ac	2.97	2.97	2.49	2.07	2.62	2.26	2.15	1.76	1.57

CROP WATER NEEDS AT SELECTED SOUTHERN REGION SITES

(CROP CONSUMPTIVE VOLUMES AVAILABLE FOR CHANGE-IN-NATURE-OF-USE TRANSFERS)

PER ALLEN & BROCKWAY REPORT 1983

(1 Foot = 304.8 mm)

mm → ft

AVE IR

mm → inches ÷ 12 $\frac{\text{inch}}{\text{foot}}$
 Season 25.4 mm
 inch

use th
 Irrigation
 requirement
 (accounts for precip)
 Consumptive use
 (crop need)
 does not account
 for precip

Conservation Soils Map

Date: 8/3/2006

Customer(s):

District: GOODING SOIL CONSERVATION DISTRICT

Field Office: GOODING SERVICE CENTER

Agency: USDA-NRCS

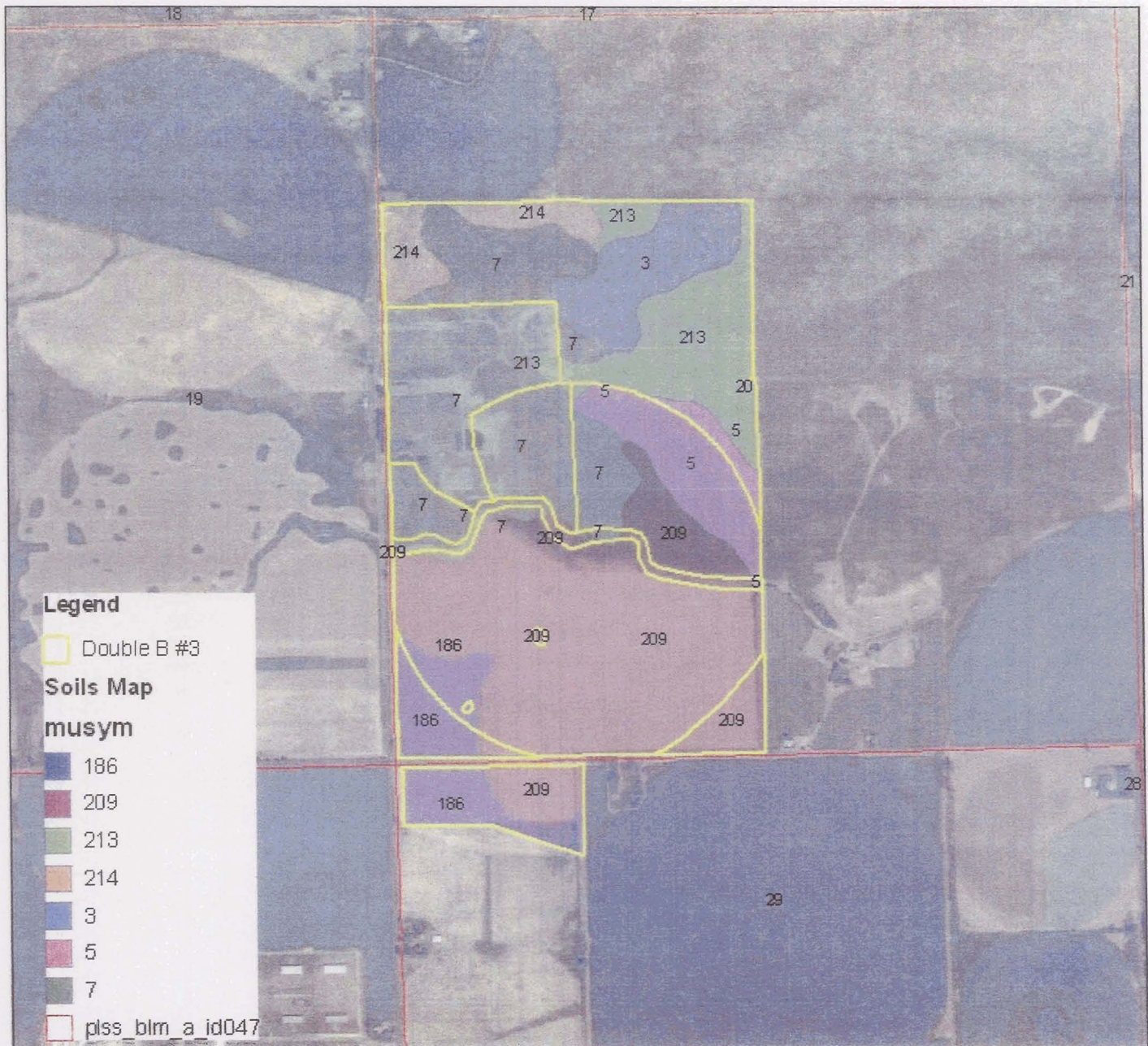


Image: Photo

	diversion	volume	acres		
36-15990	1.4	280 ^{OK}	72.8		
36-15988	1.46	291.2 ^{OK}	70		
limits	2.35	571.2	142.8		
switched should be → acres 70 72.8					
volume required		50 af			
cu volume (pasture)		3.01 af/ac			
		16.6 acres		MUST BE DRIED UP	
Percent of all water rights		11.63%			
PORTION BEING TRANSFERRED					
	diversion	volume	acres		
36-15990	0.16	32.6	8.5		
36-15988	0.17	33.9	8.1		
limits	0.27	66.4	16.6		
				122.6 GPM TRANSFERRED	
PORTION REMAINING					
	diversion	volume	acres		
36-15990	1.24	247.4	64.3		
36-15988	1.29	257.3	61.9		
limits	2.08	504.8	126.2		
				7.39 GPM/AC REMAINING	
	diversion	volume	acres		
36-15990	1.4	280 ^{OK}	72.8		
36-15988	1.46	291.2 ^{OK}	70		
limits	2.35	571.2	142.8		
switched; should be → Acres 70 72.8					
volume required		50 af			
cu volume (pasture)		3.01 af/ac			
		16.6 acres		MUST BE DRIED UP	
Percent of all water rights		11.63%			
PORTION BEING TRANSFERRED					
	diversion	volume	acres		
36-15990	0.16	32.6 ^{OK}	8.5		
36-15988	0.17	33.9 ^{OK}	8.1		
limits	0.22	66.4	16.6		
				98.7 GPM TRANSFERRED	
PORTION REMAINING					
	diversion	volume	acres		
36-15990	1.24	247.4	64.3		
36-15988	1.29	257.3	61.9		
limits	2.13	504.8	126.2		
				7.57 GPM/AC REMAINING	
switched; should be → Acres 61.9 64.3					

**OPERATING AGREEMENT
OF
DOUBLE B DAIRY, LLC**

THIS OPERATING AGREEMENT is made and entered this 15TH day of DECEMBER, 2005, by and among **LUIS M. BETTENCOURT, JOE BRAZIL, RICK ONAINDIA and MARIANO DELCID** (the "Members") and **DOUBLE B DAIRY, LLC**, an Idaho limited liability company, (the "Company").

**ARTICLE I
DEFINITIONS**

The following terms used in this Operating Agreement shall have the following meanings:

"**Act**" shall mean the Idaho Limited Liability Company Act, as amended from time to time.

"**Articles of Organization**" shall mean the Articles of Organization of the Company as filed with the Secretary of State of Idaho, as amended from time to time.

"**Capital Contribution**" shall mean any contribution to the capital of the Company in cash or property by the Members whenever made.

"**Cash Flow**" shall mean the gross cash proceeds from the operation of the Company's business less the portion thereof used to establish Reserves for or to pay Company expenses, debt payments and capital expenditures. "Cash Flow" shall include any net cash proceeds from the sale or disposition of Company property and from the refinancing of indebtedness of the Company, shall be increased by any reduction of Reserves previously established by the Members, and shall not be reduced by depreciation, cost recovery, amortization or similar non-cash deductions.

"**Company**" shall refer to DOUBLE B DAIRY, LLC.

"**Entity**" shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other business entity.

"**Fiscal Year**" shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date on which the Members' taxable year ends.

"Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to Paragraph 6.01 of this Operating Agreement.

"Members" shall mean the Persons who executed a counterpart of this Operating Agreement as a Member and any Person who may hereafter become a Member of the Company.

"Net Profits" and **"Net Losses"** shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, as of the close of each Fiscal Year.

"Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

"Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such "Person", where the context so permits.

"Representative" shall mean the legally appointed guardian of a mentally incapacitated Member, the conservator of a mentally incapacitated Member's assets or the legally appointed and qualified executor or personal representative of the estate of a deceased Member. In the event no such guardian, executor or personal representative is appointed, then the Representative shall mean the spouse of such incapacitated or deceased Member, or if such Member does not have a spouse or the spouse is not then living or is unable or unwilling to act, such Member's then living lineal descendants who are willing and capable of acting, one at a time in descending order of age but in no event younger than 21 years of age or, if none, such Member's then-living lineal ancestors who are willing and capable of acting, one at a time and in ascending order of age.

"Reserves" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Members for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

ARTICLE II FORMATION OF COMPANY

2.01 Formation. The Company has been organized as an Idaho limited liability company by executing and delivering Articles of Organization to the Idaho Secretary of State in accordance with and pursuant to the Act.

LUIS M. BETTENCOURT, current sole member of the Company, hereby consents to RICK ONAINDIA, JOE BRAZIL and MARIANO DELCID becoming members of the Company.

2.02 Name. The name of the Company is "DOUBLE B DAIRY, LLC."

2.03 Principal Place of Business. The principal place of business of the Company is 3451 South 1800 East, Wendell, Idaho 83355. The Company may locate its places of business and registered office at any other place or places as the Members may deem advisable.

2.04 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 3451 South 1800 East, Wendell, Idaho, 83355, and the name of its initial registered agent shall be LUIS M. BETTENCOURT. The registered office and registered agent may be changed by the Members by filing the address of the new registered office and/or the name of the new registered agent with the Idaho Secretary of State pursuant to the Act.

ARTICLE III BUSINESS OF COMPANY

3.01 Purpose. The business of the Company shall be to conduct any lawful business whatsoever that may be conducted by limited liability companies pursuant to the Act.

ARTICLE IV MANAGEMENT OF THE COMPANY

4.01 Management of Company. Pursuant to the Articles of Organization, the Members have the exclusive right to manage the Company's business. Accordingly, the Members, at times acting through the officers (if any) of the Company, shall: (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company.

4.02 Execution of Documents. Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and

certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by the Members.

4.03 Action Without Meeting. Any action required to be taken by or on behalf of the Company may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members.

4.04 Officers. The Company shall elect the following officers from among its members: President, Vice President, Secretary. The duties of each of the above-specified officers shall be as follows:

President: The President shall be the chief executive of the Members. He shall sign and execute all authorized promissory notes, bonds, contracts, mortgages, deeds, and other obligations of the Company, and membership certificates, and shall do and perform such other duties as may from time to time, be assigned to him by the Members, or the Operating Agreement, the Articles of Organization, or the statutes of the State of Idaho. The initial President shall be JOE BRAZIL.

Vice President. In the absence of the President, the Vice President shall perform the duties of the President; provided, however, that in case of the death, resignation, or ineligibility of the President, the Members may declare the office vacant and elect his successor. The initial Vice President shall be LUIS M. BETTENCOURT.

Secretary. The Secretary shall keep the minutes of all meetings of the members, and shall act as secretary at each such meeting; he shall serve, or cause to be served, all notices, and make or cause to be made, all publications required either by law or this Operating Agreement; he shall sign with the President, in the name of the Company, all authorized obligations of the Company, and shall affix the seal of the Company, to all such instruments; he shall have charge of the certificate books of the Company, transfer books and such other books and papers as the Members may from time to time direct, all of which shall, at all reasonable times, be open to the examination of any Members; and he shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Members. He shall submit such reports to the Members as may be requested by them and shall perform such duties as may be delegated to him by the Members. The initial Secretary-Treasurer shall be RICK ONAINDIA.

Treasurer. The Treasurer shall have the custody of all funds and securities of the Company which may come into his hands; when necessary or proper, he shall endorse on behalf of the Company for collection, checks, notes and other obligations and shall deposit the same to the credit of the Company in such bank or banks or depository as the Members may designate. He shall regularly enter in the books of the Company, to be kept by him for that purpose, a full and accurate account of all monies received and paid by him on account of the Company; he shall at all reasonable times exhibit his books and accounts to any Member of the Company; he shall submit at each annual meeting of the members, a complete statement of his accounts, and whenever required by the Members, he shall render a statement showing receipts and disbursements and balances on hand. He shall give bond for the faithful performance of his duties in such sum as the Members may require.

The signature of the President (or Vice President if the President is unavailable) and the Secretary shall be required to bind the Company to any contract, note, loan agreement, lease or other document.

4.05 Managing Member. JOE BRAZIL is designated as the initial Managing Member of the Company. In that capacity, he shall devote his full time and attention to the business of the Company. The Managing Member shall not have authority to make any single expenditure of Company funds, or obligate the Company to any debt or loan, in excess of Fifty Thousand Dollars (\$50,000.00), without the consent of all Members. Mr. Brazil shall be paid an initial salary of \$4,000.00 per month for his services as Managing Member.

ARTICLE V

RIGHTS AND OBLIGATIONS OF MEMBERS

5.01 Limitation of Liability. The Members will not be personally liable for any obligations, liabilities, debts or losses of the Company, whether arising in tort, contract or otherwise, except as otherwise required by law.

5.02 Right to Indemnification. Subject to the limitations and conditions provided in this Article 5 and in the Act, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed

action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he was or is a Member or an officer of the Company or he was or is the legal representative of or a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of a Member or of an officer of the Company, shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that his conduct was unlawful.

5.03 Survival. Indemnification under this Article 5 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article 5 shall be deemed contract rights, and no amendment, modification or repeal of this Article 5 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

5.04 Advance Payment. The right to indemnification conferred by this Article 5 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Indemnified Person

of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article 5 and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Article 5 or otherwise.

5.05 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred by this Article 5 shall not be exclusive of any other right which a Person may have or hereafter acquire under any law (common or statutory), provision of the Articles of Organization or Operating Agreement, agreements, vote of members or otherwise.

5.06 Savings Clause. If Paragraph 5.02 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article 5 that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.07 Voting. Each member shall have one vote per unit of interest in the Company. Unless otherwise specifically provided in this agreement, all matters submitted to a vote of the membership shall be determined on the majority vote of the membership, one vote per unit of interest owned.

ARTICLE VI

CONTRIBUTIONS TO THE COMPANY

6.01 Member's Initial Capital Contributions. The Members have not contributed initial capital to the Company. All existing capital assets were acquired with borrowed funds.

6.02 Subsequent Contributions. The Members shall not be obligated to make any future Capital Contributions to the Company, except by unanimous agreement.

6.03 Loans by Members. The Members may, but are not obligated to, loan to the Company such sums as the Members determine to be appropriate for the conduct of the Company's business. Any such loans shall bear interest at one percent (1%) above the prime

rate of interest charged from time to time by the Wells Fargo Bank, N.A., Visalia, California, and shall be on such other terms as the Members may agree.

ARTICLE VII

ALLOCATIONS AND DISTRIBUTIONS

7.01 Allocations of Profits and Losses. All of the Net Profits and Net Losses of the Company for each Fiscal Year shall be allocated to the Members in proportion to the units of interest in the Company owned by each Member, compared to the total of all units of interest owned.

7.02 Distributions of Cash Flow. Cash Flow shall be distributed to the Members at such time or times as the Members shall determine in their sole discretion.

7.03 Limitation upon Distributions.

- (a) No distribution or return of capital contributions may be made and paid if, after the distribution or return of a capital contribution, either:
 - (1) the Company would be insolvent; or
 - (2) the net assets of the Company would be less than zero.
- (b) The Members may base a determination that a distribution or return of a capital contribution may be made under Paragraph 7.03(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

ARTICLE VIII

MEMBERSHIP CERTIFICATES; BUY-SELL PROVISIONS

8.01 Certificates; New Members. Each member shall be issued a certificate evidencing their ownership of units of interest in the Company. New members shall be issued certificates for their units of interest, as determined by a vote of the Members. No new members to the Company shall be permitted without the unanimous consent of the Members.

8.02 Initial Certificates. Initial certificates shall be issued to the members of the Company in the following amounts.

LUIS M. BETTENCOURT	-	100 units of interest
JOE BRAZIL	-	100 units of interest
RICK ONAINDIA	-	100 units of interest
MARIANO DELCID	-	100 units of interest

8.03 Consent to Transfer Required. No Members shall sell or transfer his or her units of interest in the Company to another person without the written consent of the entire membership of the Company. Any new members of the company shall, as a condition of membership, be required to execute this agreement and be bound thereby.

8.04 Purchase by Remaining Members. Should, with regard to any Member, death, resignation, expulsion from Membership, or bankruptcy occur, the remaining Members, at their collective sole and exclusive option, may, within thirty (30) days of the notice of occurrence of any of the aforementioned events, elect to purchase the membership interest of the Member by notifying the Member or his legal representative, successors or heirs of their intent to purchase upon the following terms and conditions:

8.04.01 Valuation. The value of the business shall be determined by the book value of the Company, with its assets adjusted to fair market value as of the date of the event described in Paragraph 8.04. An individual Member's interest in the Company shall be valued at the amount that the Member would have received had dissolution occurred on the date of valuation, with the Company so valued.

8.04.02 Terms. Ten percent (10%) of the Member's interest value thus obtained shall be paid within sixty (60) days of the notification of intent to purchase. The balance of the purchase price shall accrue interest at the Wells Fargo Bank, N.A., Visalia, California Branch, prime interest rate plus two (2) percent from the date of the initial payment and shall be paid in seven (7) equal annual installments, inclusive of interest, commencing one (1) year from the date of the initial payment and annually thereafter until seven (7) years from the date of the initial payment at which time all remaining principal and interest shall be fully due and payable. Prepayment of the entire remaining balance shall be permitted at any time without penalty.

8.04.03 Mechanics. Any certificate of interest in the Company shall be endorsed in blank by the departing Member or his lawful representative and delivered to the Company at the time of the initial payment under this paragraph.

8.05 Sale to Third Party. If the required notice described in Paragraph 8.04 is not given, the Member to whom an event described in Paragraph 8.04 has occurred, or his lawful representative, may then proceed to sell the Member's interest in the Company to a third party.

ARTICLE IX DISSOLUTION AND TERMINATION

9.01 Dissolution.

- (a) The Company shall be dissolved upon the occurrence of any of the following events:
 - (1) The entry of a decree of judicial dissolution under the Act;
 - (2) by the written agreement of the Members; or
 - (3) upon the bankruptcy or dissolution of one of the Members or the occurrence of any other event which terminates the continued membership of a Member, unless the remaining Member elects to continue the business of the Company.
- (b) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's Representative may exercise all of the Member's rights in this agreement for the purpose of settling his estate or administering his property.

9.02 Winding Up, Liquidation and Distribution of Assets.

- (a) If the Company is dissolved and its affairs are to be wound up, the Member (or his Representative) is directed to:
 - (1) sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including any liabilities to the Members and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and
 - (2) distribute the remaining assets to the Members, such distribution to be made either in cash or in kind, as determined by the Members or their Representatives.

- (b) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

9.03 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed, articles of dissolution, as required by the Act, shall be executed and filed with the Idaho Secretary of State.

9.04 Effect of Filing of Articles of Dissolution. Upon the filing of articles of dissolution with the Idaho Secretary of State, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Member (or his Representative) shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

ARTICLE X MISCELLANEOUS PROVISIONS

10.01 Choice of Law. This Operating Agreement, and its interpretation, shall be governed exclusively by its terms and by the laws of the State of Idaho (other than its conflicts of laws rules) and specifically the Act.

10.02 Banking. The Company shall open bank accounts at Wells Fargo Bank, N.A., Visalia, California. Either Luis M. Bettencourt or Rick Onaindia may sign checks or authorize withdrawals from the bank account.

10.03 Amendments. This Operating Agreement may not be amended except in writing signed by a majority of the Members.

10.04 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

10.05 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.06 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10.07 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members.

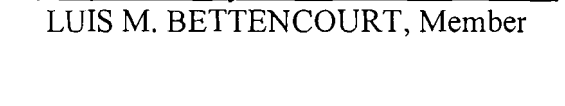
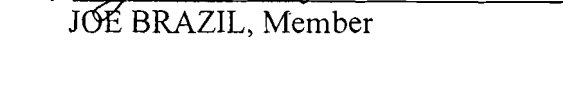
10.08 Spouses. The spouses of the members, Sharon Bettencourt, Jill A. Onaindia, Janet Brazil and Maria Susana Delcid shall, by their signatures to this Agreement, consent to and agree to be bound hereby. In the event of a divorce between a Member and a spouse, the spouses interest shall be valued and paid in accordance with Paragraphs 8.04.01 and 8.04.02 above.

10.09 Binding Arbitration. Any dispute among the members involving this Agreement or the operation of the Company shall be resolved by compulsory, binding arbitration under Idaho Code § 7-901, *et seq.* The parties to the dispute shall select the arbitrator. If they cannot agree, the Company's attorney, Robert E. Williams, shall select the arbitrator. The costs of the arbitration, including the arbitrator's fee shall be equally divided by the parties to the arbitration. The arbitrator shall have authority to promulgate rules for the conduct of the arbitration.

10.10 Deadlock. If the Members are deadlocked by a tie vote on any matter lawfully before the Members, the Members shall unanimously appoint an individual who is not a Member to break the tie, and the decision of the person shall be binding on all Members and the Company. IF the Members cannot agree on the outside party, the Company's attorney, currently Robert E. Williams of Fredericksen, Williams, Meservy & Lothspeich, LLP, shall appoint the person to break the tie.

 _____ LUIS M. BETTENCOURT	 _____ JOE BRAZIL
 _____ RICK ONAINDIA	 _____ MARIANO DELCID

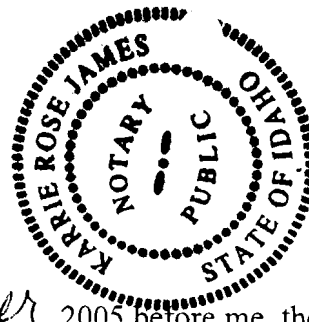
DOUBLE B DAIRY, LLC

By:  _____ LUIS M. BETTENCOURT, Member	By:  _____ JOE BRAZIL, Member
By:  _____ RICK ONAINDIA, Member	By:  _____ MARIANO DELCID, Member

STATE OF IDAHO)

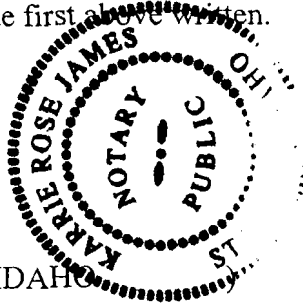
SS:

County of Jerome)



On this 15 day of December, 2005 before me, the undersigned, a Notary Public in and for said County and State, personally appeared LUIS M. BETTENCOURT, individually and as a member of DOUBLE B DAIRY, LLC, 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, individually and as a member of the Company.

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



Karrie Rose James

NOTARY PUBLIC for Idaho

Residing at: 23025 1800E Gooding, ID

Commission Expires: Oct. 17, 2011

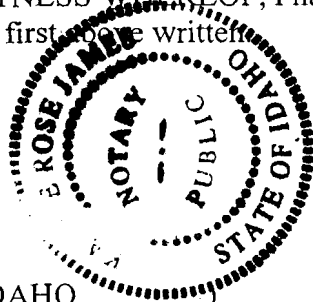
STATE OF IDAHO)

SS:

County of Jerome)

On this 15 day of December, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOE BRAZIL, individually and as a member of DOUBLE B DAIRY, LLC, 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, individually and as a member of the Company.

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



Karrie Rose James

NOTARY PUBLIC for Idaho

Residing at: 23025 1800E Gooding, ID

Commission Expires: Oct. 17, 2011

STATE OF IDAHO)

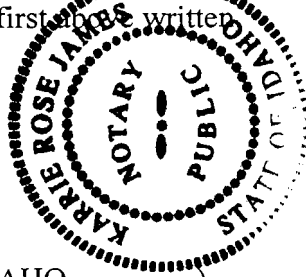
SS:

County of Jerome)

On this 15 day of December, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICK ONAINDIA, individually and as a member of DOUBLE B DAIRY, LLC, 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, individually and as a member of the Company.

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



Karrie Rose James

NOTARY PUBLIC for Idaho

Residing at: 23025. 1800E. Gooding, ID

Commission Expires: Oct. 17, 2011

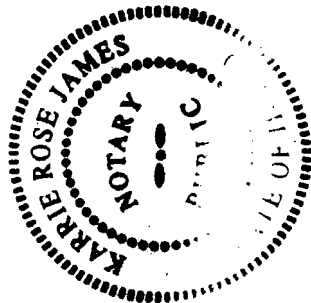
STATE OF IDAHO)

ss:

County of Jerome)

On this 15 day of December, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARIANO DELCID, individually and as a member of DOUBLE B DAIRY, LLC, 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, individually and on behalf of the Company.

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



Karrie Rose James

NOTARY PUBLIC for Idaho

Residing at: 23025. 1800E. Gooding, ID

Commission Expires: Oct. 17, 2011

We, spouses of the members of Double B Dairy, LLC, do hereby ratify and consent to the terms of the foregoing Operating Agreement.

JANET BRAZIL

MARIA SUSANA DELCID

)

SS:

(

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

County of Jerome

Residing at: 23025. 1800E, Gooding, ID
Commission Expires: Oct. 17, 2011

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

Residing at: 23025.1800E Goading, IN
Commission Expires: Oct. 17, 2011

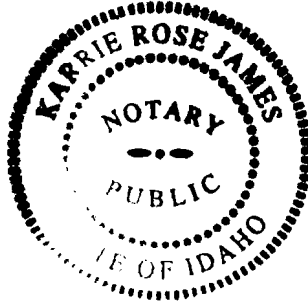
STATE OF IDAHO)

SS:

County of Jerome)

On this 15 day of December, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JILL A. ONAINDIA, 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.



Karrie Rose James
NOTARY PUBLIC for Idaho

Residing at: 23025. 1800E, Gooding, ID
Commission Expires: Oct. 17, 2011

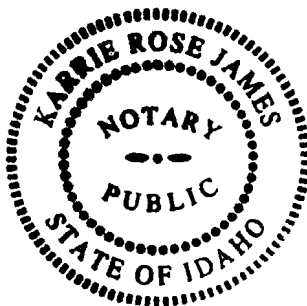
STATE OF IDAHO)

SS:

County of Jerome)

On this 15 day of December, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARIA SUSANA DELCID, 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.



Karrie Rose James
NOTARY PUBLIC for Idaho

Residing at: 23025. 1800E, Gooding, ID
Commission Expires: Oct. 17, 2011