

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

DEC 02 2005

Department of Water Resources
Southern Region

December 02, 2005

Jim Stanton
Idaho Department of Water Resources
Southern Region Office
1341 Fillmore, Suite 200
Twin Falls, ID 83301

Re: Proposed Horizon Organic Dairy

Dear Jim:

Please find the enclosed Application for Transfer of Water Right submitted on behalf of Horizon Organic Dairy.

- The Horizon organic Dairy Transfer is proposing that a portion of water right 36-15710 be converted to stockwater/commercial uses.

In addition, to this transfer an amended application for Transfer of Water Right will be submitted on behalf of Carney Farms as soon as possible. The Carney's are out of town and therefore will not be able to sign the amended transfer until at least December 06, 2005.

- The amended Carney Farms Transfer # 719392 will seek to create a PPU for the water rights appurtenant to the farm in order to better manage the its water resources. The amended transfer will eliminate 54 acres from the formerly proposed PPU so that these acres can be transferred by the Horizon Organic Dairy Transfer.

I have also included a limited power of attorney regarding the Horizon Organic Dairy transfer and a check for a total of \$290.00 to cover the costs of the transfer fees for the Horizon Organic Dairy Transfer. If you or the agents processing these transactions have any questions regarding the transfers please feel free to give me a call.

Sincerely,

Daren T. Nelson, Hydrologist

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

Attachments: Application for Horizon Organic Dairy Transfer
Figure: Horizon Organic Dairy Transfer
Limited Power of Attorney
Purchase Agreement and Addendum
FSA Documentation
LCO Requirement Spreadsheet
Brockway Engineering Check #

Enc.

cc: Robert Williams
Carney Farms, c/o Gary Carney
Horizon Organic Dairy, c/o Billy Terrell

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

I, Horizon Organic Dairy c/o Edward Herman, hereby nominate and appoint Daren T. Nelson (Brockway Engineering) as my attorney-in-fact with full authority to act for and on my behalf to undertake any and all acts or matters solely pertaining to water right transfers before the Idaho Department of Water Resources for the following water right transactions:

The transfer of water right 36-15710 for use in the proposed dairy in
Twp 08S, Rge 21E, Section 34 & Twp 09S, Rge 21E, Section 03, Jerome
County, Idaho

In Jerome County, Idaho. Additionally, I hereby ratify and confirm any and all such acts on matters as contemplated herein.

My agent is hereby authorized to sign, seal and deliver, as my act in deed, those said instruments of writing that may be necessary or proper to carry into execution and effect the applications, and transfers above-mentioned. Further, I hereby declare that each and every application, transfer, agreement, receipt, or payment which shall be by my said agent given, made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the said premises by virtue of these present. This Limited Power of Attorney will become void upon approval, denial or withdrawal of the above referenced applications.

Nothing herein shall permit or be deemed to permit, Daren T. Nelson (Brockway Engineering) to do anything in violation of any Federal, State or local law, rule or regulation in the capacity of my agent.

Dated this 2nd day of December, 2005.

Horizon Organic Dairy, Idaho Farm, Inc.

By: [Signature] Signature

Edward Herman, Authorized Signatory Signature

State of Texas)

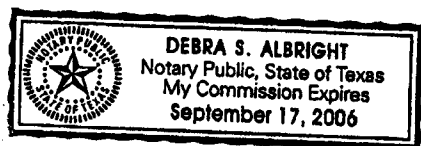
County of Dallas)

ss.

On this 2nd Day of December, 2005, before me, a Notary Public in and for said County and State, personally appeared Edward Herman known or identified to me to be the individual whose name and subscription to the within instrument, and acknowledged to me that he executed the same.

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

S
E
A
L



[Signature]
 Notary Public
 In and for said State and County

9/17/06

My Commission Expires

DEC 02 2005

Department of Water Resources
Southern Region**Supporting Narrative****Horizon Organic Dairy, Idaho Farm, Inc. Transfer / Carney Farms**
Project #: 458-03-2005

Brockway Engineering is submitting the attached transfer applications on behalf of Horizon Organic Dairy, Idaho Farm, Inc and Carney Farms. The transfer for Horizon Organic Dairy will be for the conversion of a portion (54 acres) of the ground water irrigation right 36-15710 to stockwater/commercial use for a proposed dairy. The dairy will be located in Parcel #1 as described in the attached Real Estate Sale Contract (see figure for Horizon Organic Dairy POU). The transfer for Carney Farms is an amended transfer (# 71939) in order to create a PPU at the farm and eliminate the 54 acres appurtenant to right 36-15710 from the PPU.

Horizon Organic Dairy Transfer

The goal of the Horizon Organic Dairy transfer is to provide enough drinking water for approximately 2,500 milking cows and 500 bulls/dry cows, and enough water for the commercial aspect of the dairy. It has been estimated approximately 149.2 acre-feet annually (afa) will provide enough water for these uses (see attached LCO). However, in order to ensure that enough water will be available 152.3 afa will be transferred for use by the dairy (102.3 afa for drinking water & 50 afa for commercial uses). The facilities will be serviced from two new wells, Stk-1 and Stk-2.

In order to provide the water for the dairy a portion of 36-15710 is being converted from irrigation purposes for stockwater and commercial uses. However, only the historical consumptive use of the right can be transferred for use by the dairy. The entire POU described under this right has been irrigated pasture since 2003 (see attached FSA documentation). Therefore, a consumptive use value of 2.82 ac-ft/ac (according to Allen & Brockway's (1986) CIR value for pasture at the Paul, Idaho station) was used to determine how many acres would need to be dried up in the transfer. Therefore, in order to provide 152.3 afa to the dairy, 54 acres ($152.3 \text{ afa} / 2.82 \text{ afa/ac} = 54 \text{ ac.}$) now irrigated under 36-15710 would need to be dried up.

Gary Carney has agreed to allow this portion of 36-15710 to be transferred to the dairy (see attached addendum to the Real Estate Sale Contract), and to dry up the 54 acres of the POU appurtenant to the right (see attached figure regarding water right 36-15710). The acres in which Gary has agreed to dry up in this transfer are as follows: a total of 15 acres in the corners of the pivot in the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ and N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 33, Township 8S, Range 21E; and 39 acres in the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 32, Township 8S, Range 21E.

According to the new Ground Water Rights Transfer Spreadsheet, it was determined that the hydrologic effects of the proposed transfer will be minimal (below the 5% impact on any river reach), and that there should not be any additional mitigation required in the transfer (see attached spreadsheet results).

Amended Carney Transfer # 71939

In May of 2005, Carney Farms submitted a transfer (# 71939) on water right 36-15710 and other rights that are appurtenant to this farm and the "Thacker" farm directly north of the property. The Carney's acquired the "Thacker" farm and was proposing that a PPU be created in order to better manage the water resources on the farm. However, the transfer was never approved since it was still being processed by IDWR. Therefore, we are proposing to amend the transfer in order to reflect the 54 acres that will be taken out of the PPU by the Horizon Organic Dairy transfer.

Livestock Confinement Operations

Water Requirements and Consumptive Use Worksheet

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COMPLETE BLUE HIGHLIGHTED SECTIONS ONLY

Prepared for: Horizon Organic Dairy
Carney Parcel #1

Revision: 9801
Run Date: 10/25/2005

Remarks:

Herd Information - User Input

Number of milking cows 2500
Number of dry cows 500
Number of other adult dry animals 0

Breed: Large

Calves at age:

1 month 0
2 months 0
3 months 0
4 months 0
0

Heifers at age:

5 months 0
15 - 18 months 0
18 - 24 months 0
0

ANIMAL INFORMATION

Use defaults or enter values if known

Average body weight 1400 lbs
Milk fat percentage 3.5 %
Average days dry 60
Annual milk yield per animal 22000 lbs/year
Percent dry matter in ration 90 %

Nearest weather station Paul
Number of milkings/day 3

Check: Total herd size based on days dry 3042
HERD SIZE OK

Lagoon Information - User Input

ESTIMATE FROM NUTRIENT MANAGEMENT PLAN

Lagoon Number	Top width	Top length	SS (h:v)	Max depth	Average depth factor	% days with water	Top Area	Bottom Area	Average Area
1	0	0	2	0	0.5	100	0	0	0
2	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0
TOTAL ACRES							0.00	0.00	0.00

Facility Information - User Input

	Holding Pen 1	Holding Pen 2	Holding pen exists but sprinklers not used
Holding pen active	1	0	(0 = not used or nonexistent)
Number of sprinklers in pen	140	0	
Average line pressure	50	60	psi
Sprinkler nozzle size - primary	5/32	5/32	inches
Sprinkler nozzle size - secondary	0	0	(enter 0 for single-nozzle sprinklers)
Daily operation time of sprinklers	108	0	minutes
Percent of days per year cows are washed	100	0	%
Number of free stalls	0		
Length of each free stall	1000		feet
Width of each free stall	50		feet
Is the feeding area flushed to lagoon?	No		
Is this housing area flushed to lagoon?	No		
Flushing recycle rate	Barn 0.5	Feeding 0	Housing 0

CLEANING / FLUSHING VOLUMES

Use defaults or enter manufacturer volumes

Cleaning parlor floor	300 gal	Cleaning pipeline	450 gal
Cleaning milkroom	50 gal	Cleaning equipment	100 gal
Cleaning bulk tank	200 gal		
Additional flush of holding pen (opt.)	0 gal		

Land Application Information - User Input

Type of system	Hand Lines
Predominant cropping	Pasture
Percent of waste water which goes to meet crop irrigation requirement	0 %

Stockwater Component

Drinking Water Calculation for Lactating Cows

4% fat-corrected milk yield	20350 lbs/year
Daily average FCM yield	66.72 lbs/day
Daily average milk yield	72.13 lbs/day
Estimated DMI	48.10 lbs/day

METHOD 1: Kertz

Estimated total water intake (TWI)	284.7 lbs/day or 34.1 gal/day
As-fed feed daily intake	53.4 as-fed lb/day
Water content of feed	5.34 lb/day in feed
Drinking water intake	279.4 lb/day or 33.5 gal/day
Drinking water requirement for lactating cows	83748 gal/day 93.8 ac-ft/year

METHOD 2: Holter and Urban

Regression equation with DMI, milk production, and dry matter %

Drinking water intake	101.7 liters/day 26.9 gal/day
	67177 gal/day 75.3 ac-ft/year

Maximum drinking water requirement 93.8 ac-ft/year

Drinking Water Calculation for Dry Cows

Estimated DMI	26.6 lbs/day
Average drinking water intake	13 gal/day

Average drinking water requirement 6500 gal/day
7.3 ac-ft/year

Drinking Water Calculation for Replacement Herd (Calves and Heifers)

Age	GPD	Ac-Ft/year
1 mo	0	0.00
2 mo	0	0.00
3 mo	0	0.00
4 mo	0	0.00
5 mo	0	0.00
15-18 mo	0	0.00
18-24 mo	0	0.00
Drinking water requirement for replacement herd	0 gpd	0.00 ac-ft/year

TOTAL STOCKWATER COMPONENT 101.1 AC-FT/YEAR

Commercial Component

Milking Parlor Water Usage Calculation

Volume needed *per milking* in each parlor for:

Cleaning parlor floor	300 gal	Cleaning pipeline	450 gal
Cleaning milkroom	50 gal	Cleaning equipment	100 gal
Cleaning bulk tank	200 gal	Cleaning cows	1250 gal

Total milking parlor volume	7050 gal/day
Second milking parlor volume	0 gal/day
Recycled water	3525 gal/day
	3.95 ac-ft/year

Holding Pen Water Usage Calculation

	Pen 1	Pen 2
Output of primary nozzle	5.02	5.5 gpm
Output of secondary nozzle	0	0 gpm
Holding pen flushing volume	3000	0 gal
Additional flush volume	0	0 gal
Sprinkler volume	75902	0 gal/day
Total holding pen volume	78902	0 gal/day
Recycled water	39451	0 gal/day

44.19 ac-ft/year

Other Flushing Water Calculation

Daily volume needed for:

Feeding area flushing	0 gal/day
Housing area flushing	0 gal/day

Total other flushing volume	0 gal/day
Recycled water	0
	0.00 ac-ft/year

TOTAL COMMERCIAL COMPONENT 48.1 AC-FT/YEAR

Consumptive Use Calculation

A. Lagoon Evaporation

Annual reference ET (Allen & Brockway , 1983)	4.35 feet	
Annual open water coeff (Kohler Nordenson Fox)	0.90	
Annual open water (lagoon) evaporation	3.92 feet	
Manual override: Input annual lagoon evap		feet
Total lagoon water surface area at full	0 sq. ft.	
Total lagoon bottom area	0 sq. ft.	
Average surface area when water is present	0 sq. ft. =	0.00 ac
Total lagoon evaporation	0.00 ac-ft/year	

B. Animal usage: milk, metabolism, and excretion loss

	Milking	Dry
Waste excretion volume per cow	1.3	1.3 ft ³ /day/1000lb
Water content	87.5	88.4 %
Total water volume in excrement	29780	6017 gal/day
Percent of excrement flushed to lagoons	15 %	(based on areas which are flushed)
Consumptive use (evap.) of water in excrement	85 %	
Consumptive use (evap.) volume	30427 gal/day	
Excrement c.u. attributable to drinking water	29856 gal/day	
Total milk production - assume 100% leaves site	180328 lbs/day or	21622 gal/day
Water content of milk	18811 gal/day	
Water content attributable to drinking water	18458 gal/day	
Water use for animal metabolism	37242 gal/day	
Metabolism water attributable to drinking water	36543 gal/day	
Consumptive use - replacement herd (100%)	0 gal/day	
Total animal consumptive use from drinking water	84857 gal/day or	95.1 ac-ft/year
Percent of drinking water intake	94.0 %	

C. Parlor/holding pen cleanup

Average sprinkler washing system evap loss	2 %	
Free stall total area	0 sq. ft. =	0.00 acres
Length of time free stall concrete is wet	1 hr/day	
Average evaporation from wet concrete	0.15 in./day	
Sprinkler system loss volume	1.70 ac-ft/year	
Free stall evaporation volume	0.00 ac-ft/year	
Total cleanup loss	1.70 ac-ft/year	

D. Land application site

Crop evapotranspiration	3.27 ac-ft/ac/year
Irrigation diversion volume	4.67 ac-ft/ac/year
System efficiency	70 %
Waste water volume to lagoons	52.5 ac-ft/year
Waste water volume available for land application	52.5 ac-ft/year
Total crop consumptive use of waste water	0.0 ac-ft/year

Summary

Drinking Water

Milking herd	93.8
Non-milking herd (dry cows)	7.3
Replacement herd (calves and heifers)	0.0

Total drinking water volume	101.1 ac-ft/year
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Commercial

Milking parlor	3.95
Holding pen and cleanup	44.2
Other flushing water	0.00

Total commercial volume	48.1 ac-ft/year
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TOTAL DIVERSION VOLUME REQUIREMENT	149.2 AC-FT/YR
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Consumptive Use

Lagoon evaporation	0.00
Animal milk, excretion, & metabolism	95.1
Parlor and holding pen cleanup	1.70
Crop consumptive use on land application	0.0

Total consumptive use	96.8 ac-ft/year
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Percent of diversion volume consumed	64.8 %
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Annual crop consumptive use - IDWR allowable	3.0 afa
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Equivalent irrigated acres	32.3 acres
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Diversion volume to acres conversion factor	4.63 ac-ft/ac
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R-21E
SEC. 32, 33, 34. 4, 3

2005

T2660
3575
3896

~~AST~~
Past ~~6Z~~ 6Z
100% Gary
4-15-02

Gary
Carney
AIF
67
415-03
66.3

③
14.4
Past
415-02

4
155.3

T2660
3896

T2659
3575 3896

23.2

AIF

8-18-04

100%

Carney
Farm

2
60.9

T2135
3238

2 35
5 4

33
4

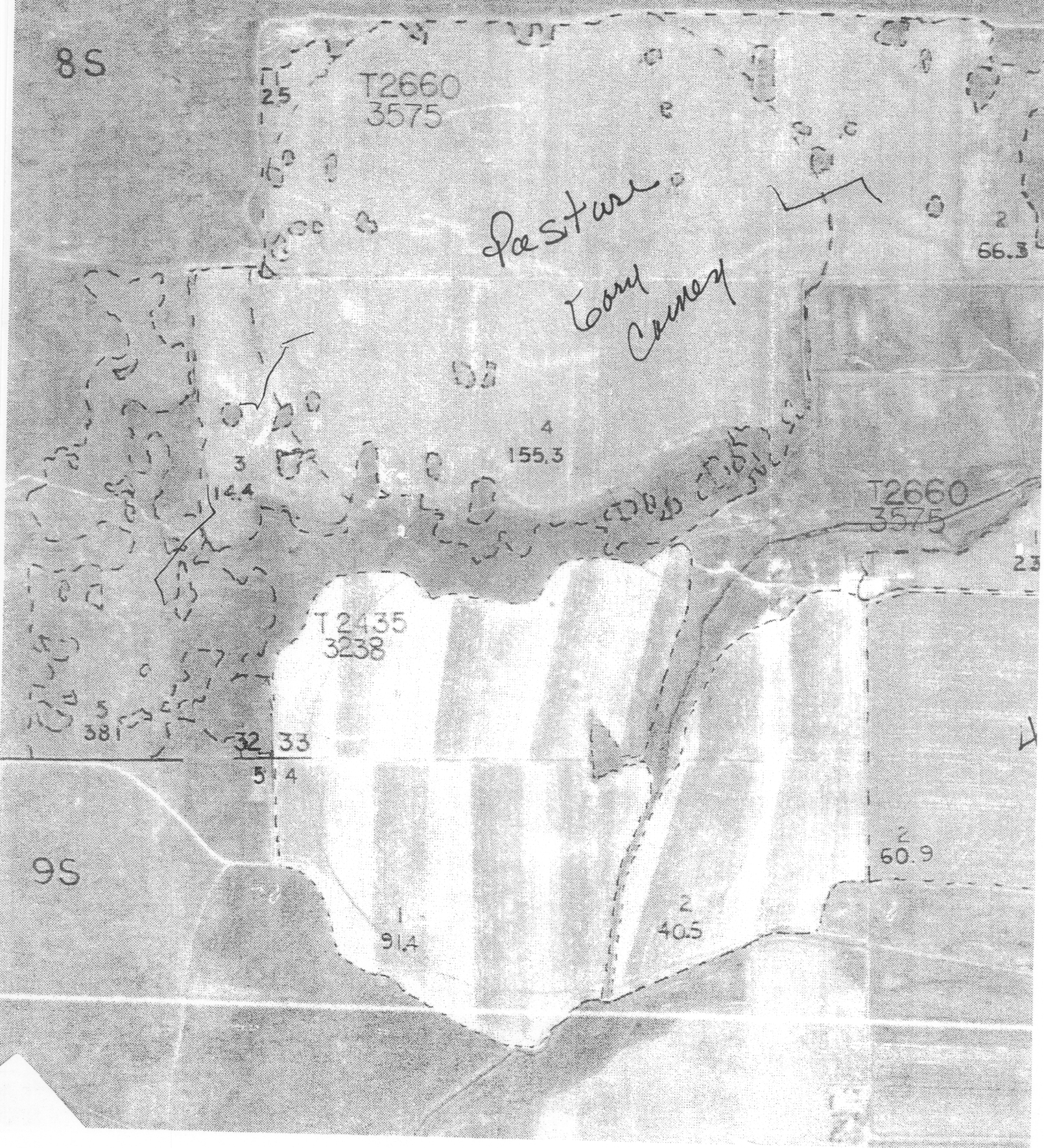
2004

T-3 & 9S

R-21E

Sec. 32, 33, 34. 4, 3

Jerome
Carney 1



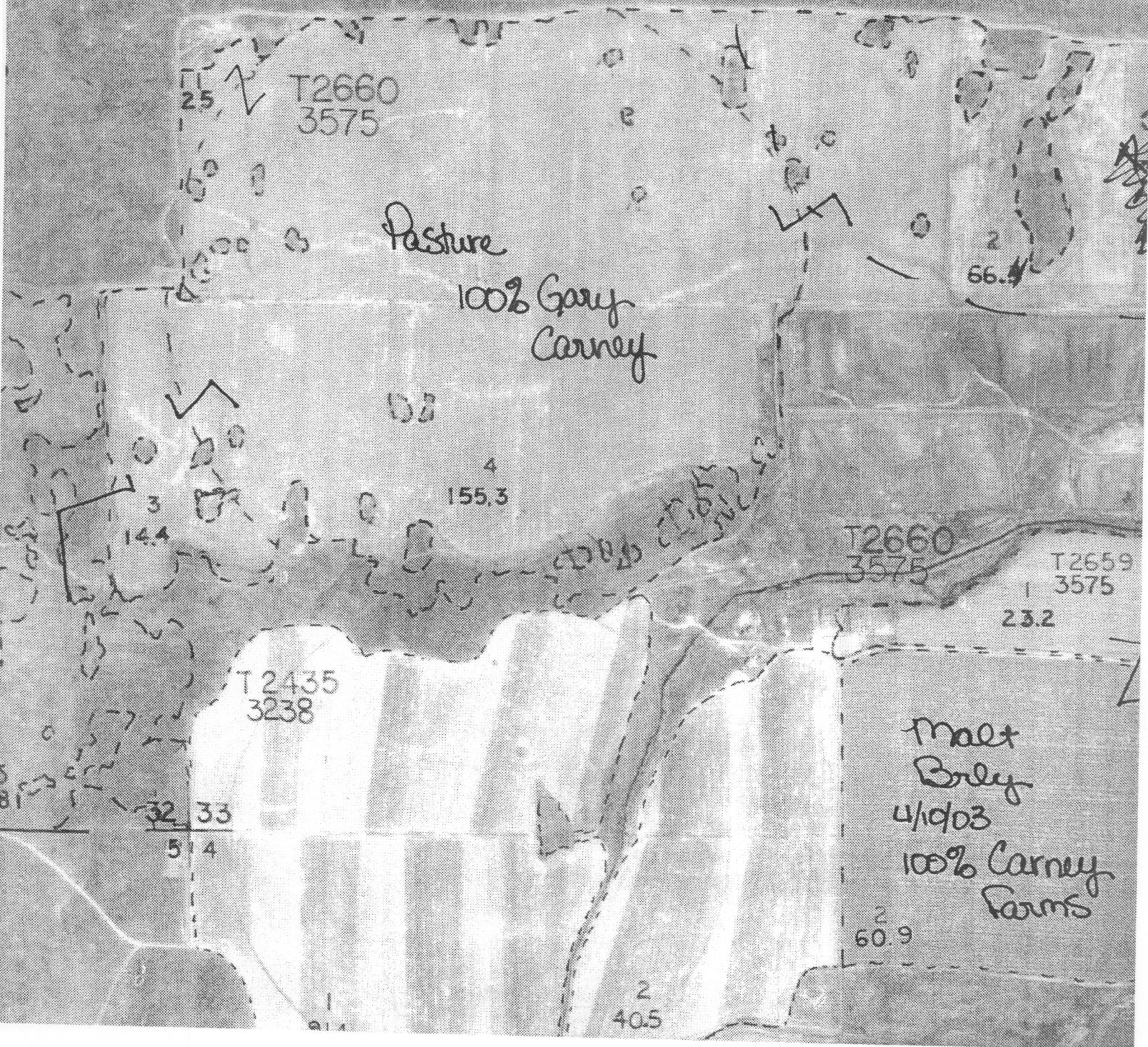
T-8 & 9 S

R-21 E

Sec. 32, 33, 34. 4, 3

2003

Jerome
Carney 1



FSA-578(Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2003

DATE: 10-25-2005

Farm Number	Tract Number	Field Num	Ir ID	Pr Crop	Var/ Type	Int Use	Crop Stat	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
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		12	Ir	SBEET		Proces	I	3.70		04-19-2003	1.0000	GARY C CARNEY		
--	--	----	----	-------	--	--------	---	------	--	------------	--------	---------------	--	--

	24E		Ir	SBEET		Proces	I	43.70		04-19-2003	1.0000	GARY C CARNEY		
--	-----	--	----	-------	--	--------	---	-------	--	------------	--------	---------------	--	--

2660	1		Ir	GRASS	ORG	Graze	I	2.50			1.0000	GARY C CARNEY		
------	---	--	----	-------	-----	-------	---	------	--	--	--------	---------------	--	--

	2		Ir	GRASS	ORG	Graze	I	66.40			1.0000	GARY C CARNEY		
--	---	--	----	-------	-----	-------	---	-------	--	--	--------	---------------	--	--

	3		Ir	GRASS	ORG	Graze	I	14.40			1.0000	GARY C CARNEY		
--	---	--	----	-------	-----	-------	---	-------	--	--	--------	---------------	--	--

	4		Ir	GRASS	ORG	Graze	I	155.30			1.0000	GARY C CARNEY		
--	---	--	----	-------	-----	-------	---	--------	--	--	--------	---------------	--	--

	5		Ir	GRASS	ORG	Graze	I	38.10			1.0000	GARY C CARNEY		
--	---	--	----	-------	-----	-------	---	-------	--	--	--------	---------------	--	--

Photo Number/Legal Descriptions: 2649 WAS T1733, 1916,2277/AA11,12/1&2-9-21/35-8-21
2660 WAS T2234 &2235 CARNEY MAP 33&34-8S-21E;2,3-9-21

Cropland: 2002.6 Farmland: 2364.7

Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined
BARLY SPR	I	GR	392.2		FALLOW	I		7.5		SBEET	I	PR	226.7	
ALFAL	I	FG	150.4		GRASS ORG	I	GZ	342.6						

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.

FSA-578(Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2005

DATE: 10-25-2005

Producer Name and Address ID
 GARY C CARNEY 0020
 225 N 1250 W
 PAUL, ID 83347-8606

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 Use	C/C Stat	Rpt	Reported Quantity	Determined Quantity	Crp Lnd	Planting Date	Prod Share	Prod Name	RMA Opt
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3474	0		Ni	OFAV				.00				1.0000	GARY C CARNEY	
	2602	1	Ir	GRASS ORG	Graze	I	A	9.00		Y	09-15-1995	1.0000	GARY C CARNEY	
		2	Ir	GRASS ORG	Graze	I	A	12.50		Y	09-15-1995	1.0000	GARY C CARNEY	
		3	Ir	GRASS ORG	Graze	I	A	42.20		Y	09-15-1995	1.0000	GARY C CARNEY	
		4	Ir	GRASS ORG	Graze	I	A	15.70		Y	09-15-1995	1.0000	GARY C CARNEY	
		5	Ir	GRASS ORG	Graze	I	A	40.10		Y	09-15-1995	1.0000	GARY C CARNEY	
		6	Ir	GRASS ORG	Graze	I	A	53.10		Y	09-15-1995	1.0000	GARY C CARNEY	
		7	Ir	GRASS ORG	Graze	I	A	14.50		Y	09-15-1995	1.0000	GARY C CARNEY	
		8	Ir	GRASS ORG	Graze	I	A	43.80		Y	09-15-1995	1.0000	GARY C CARNEY	
		9	Ir	GRASS ORG	Graze	I	A	3.30		Y	09-15-1995	1.0000	GARY C CARNEY	
		10	Ir	GRASS ORG	Graze	I	A	5.20		Y	09-15-1995	1.0000	GARY C CARNEY	
		11	Ir	GRASS ORG	Graze	I	A	38.40		Y	09-15-1995	1.0000	GARY C CARNEY	

Photo Number/Legal Descriptions: 2602 T-1N R22E-SEC 1,2,11,12 T292 (CC19)

Cropland: 277.8 Farmland: 480.0

3896	2627	1	Ir	ALFAL	Forage	I	A	229.50		Y	06-05-2005	1.0000	GARY C CARNEY	
		2	Ir	ALFAL	Forage	I	A	54.40		Y	06-05-2005	1.0000	GARY C CARNEY	
	2649	1	ML Ir	BARLY SPR	Grain	I	A	2.70		Y	03-12-2005	1.0000	GARY C CARNEY	
		2	Ir	BARLY SPR	Grain	I	A	2.10		Y	03-12-2005	1.0000	GARY C CARNEY	
		3	ML Ir	BARLY SPR	Grain	I	A	7.50		Y	03-12-2005	1.0000	GARY C CARNEY	
		4	ML Ir	BARLY SPR	Grain	I	A	135.50		Y	03-12-2005	1.0000	GARY C CARNEY	
		5	ML Ir	BARLY SPR	Grain	I	A	8.00		Y	03-12-2005	1.0000	GARY C CARNEY	
		6	ML Ir	GRASS ORG	Graze	I	A	13.50		Y	09-15-1995	1.0000	GARY C CARNEY	
		7	ML Ir	BARLY SPR	Grain	I	A	110.00		Y	03-16-2005	1.0000	GARY C CARNEY	

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2005

DATE: 10-25-2005

Farm Number	Tract Number	CLU/Field	Ir Pr	Var/C/C	Int Type	C/C Stat	Rpt Unt	Reported Quantity	Determined Quantity	Crp Lnd	Planting Date	Prod Share	Prod Name	RMA Opt Unt	Unt
		11	Ir	WHEAT	SWS	Grain	I A	64.80		Y	04-01-2005	1.0000	GARY C CARNEY		
		12	Ir	WHEAT	SWS	Grain	I A	3.70		Y	04-01-2005	1.0000	GARY C CARNEY		
		13	Ir	FALOW			I A	2.00		Y	06-01-2005	1.0000	GARY C CARNEY		
		14	Ir	ALFAL		Forage	I A	9.70		Y	09-15-1999	1.0000	GARY C CARNEY		
		15	Ir	ALFAL		Forage	I A	1.40		Y	09-15-1999	1.0000	GARY C CARNEY		
		16	Ir	ALFAL		Forage	I A	1.40		Y	09-15-1999	1.0000	GARY C CARNEY		
		17	Ir	WHEAT	SWS	Grain	I A	3.50		Y	04-01-2005	1.0000	GARY C CARNEY		
		18	Ir	WHEAT	SWS	Grain	I A	103.30		Y	04-01-2005	1.0000	GARY C CARNEY		
		19	Ir	WHEAT	SWS	Grain	I A	4.20		Y	04-01-2005	1.0000	GARY C CARNEY		
		20	Ir	WHEAT	SWS	Grain	I A	3.50		Y	04-01-2005	1.0000	GARY C CARNEY		
		21	Ir	WHEAT	SWS	Grain	I A	41.00		Y	04-01-2005	1.0000	GARY C CARNEY		
		22	Ir	WHEAT	SWS	Grain	I A	51.70		Y	04-01-2005	1.0000	GARY C CARNEY		
		23	Ir	ALFAL		Forage	I A	.70		Y	09-15-1999	1.0000	GARY C CARNEY		
		24	Ir	ALFAL		Forage	I A	109.10		Y	09-15-1999	1.0000	GARY C CARNEY		
		25	Ir	ALFAL		Forage	I A	28.90		Y	09-15-1999	1.0000	GARY C CARNEY		
		26	Ir	GRASS	ORG	Graze	I A	30.80		Y	09-15-1995	1.0000	GARY C CARNEY		
		27	Ir	GRASS	ORG	Graze	I A	35.10		Y	09-15-1995	1.0000	GARY C CARNEY		
		28	ML Ir	BARLY	SPR	Grain	I A	112.60		Y	03-22-2005	1.0000	GARY C CARNEY		
		8	Ir	ALFAL		Forage	I A	51.40		Y	09-15-2001	1.0000	GARY C CARNEY		
		29	Ir	FALOW			I A	7.70		Y	06-01-2005	1.0000	GARY C CARNEY		
2660	1	Ir	GRASS	ORG	Graze	I A		2.50		Y	04-15-2002	1.0000	GARY C CARNEY		
	2	Ir	GRASS	ORG	Graze	I A		66.30		Y	04-15-2003	1.0000	GARY C CARNEY		
	3	Ir	GRASS	ORG	Graze	I A		14.40		Y	04-15-2002	1.0000	GARY C CARNEY		
	4	Ir	GRASS	ORG	Graze	I A		155.30		Y	04-15-2002	1.0000	GARY C CARNEY		
	5	Ir	GRASS	ORG	Graze	I A		38.10		Y	04-15-2002	1.0000	GARY C CARNEY		

Photo Number/Legal Descriptions: 2627 TRANSFER FROM JEROME CO WAS FN1919/SEC 28,33-8-21
 2649 WAS T1733, 1916,2277/AA11,12/1&2-9-21/35-8-21
 2660 WAS T2234 &2235 CARNEY MAP 33&34-8S-21E;2,3-9-21

Cropland: 2163.4 Farmland: 2550.7

C/C	Type	Prac	IU	Reported	Determined	C/C	Type	Prac	IU	Reported	Determined	C/C	Type	Prac	IU	Reported	Determined
GRASS	ORG	I	GZ	633.80		ALFAL		I	FG	486.50		BARLY	SPR	I	GR	378.40	
WHEAT	SWS	I	GR	275.70		FALOW		I		9.70							

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.

FSA-578(Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2004

DATE: 10-25-2005

Producer Name and Address ID
 GARY C CARNEY 0020
 225 N 1250 W
 PAUL, ID 83347-8606

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 Use	C/C Stat	Rpt Unit	Reported Quantity	Determined Quantity	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
3474	0		Ni	OFAV				.00			1.0000	GARY C CARNEY		
	2602	1	Ir	GRASS ORG	Graze	I	A	9.00			1.0000	GARY C CARNEY		
		2	Ir	GRASS ORG	Graze	I	A	12.50			1.0000	GARY C CARNEY		
		3	Ir	GRASS ORG	Graze	I	A	42.20			1.0000	GARY C CARNEY		
		4	Ir	GRASS ORG	Graze	I	A	15.70			1.0000	GARY C CARNEY		
		5	Ir	GRASS ORG	Graze	I	A	40.10			1.0000	GARY C CARNEY		
		6	Ir	GRASS ORG	Graze	I	A	53.10			1.0000	GARY C CARNEY		
		7	Ir	GRASS ORG	Graze	I	A	14.50			1.0000	GARY C CARNEY		
		8	Ir	GRASS ORG	Graze	I	A	43.80			1.0000	GARY C CARNEY		
		9	Ir	GRASS ORG	Graze	I	A	3.30			1.0000	GARY C CARNEY		
		10	Ir	GRASS ORG	Graze	I	A	5.20			1.0000	GARY C CARNEY		
		11	Ir	GRASS ORG	Graze	I	A	38.40			1.0000	GARY C CARNEY		
Photo Number/Legal Descriptions: 2602 T-1N R22E-SEC 1,2,11,12 T292 (CC19)														
Cropland: 277.8 Farmland: 480.0														
3575	2649	1	Ir	FALOW		I	A	2.70			1.0000	GARY C CARNEY		
		3	Ir	FALOW		I	A	7.50			1.0000	GARY C CARNEY		
		5	Ir	SBEET	Proces	I	A	8.00		04-06-2004	1.0000	GARY C CARNEY		
		6	Ir	GRASS ORG	Graze	I	A	18.50			1.0000	GARY C CARNEY		
		7	Ir	SBEET	Proces	I	A	26.80		04-06-2004	1.0000	GARY C CARNEY		
		8	Ir	SBEET	Proces	I	A	54.10		04-06-2004	1.0000	GARY C CARNEY		
		9	Ir	ALFAL	Forage	I	A	30.00		09-15-2001	1.0000	GARY C CARNEY		
		10	Ir	SBEET	Proces	I	A	53.20		04-06-2004	1.0000	GARY C CARNEY		
		11	Ir	BARLY SPR	Grain	I	A	64.80		04-08-2004	1.0000	GARY C CARNEY		

FSA-578(Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2004

DATE: 10-25-2005

Farm Number	Tract Number	CLU/Field	Ir Pr	Var/C/C	Int Type	Int Use	C/C Stat	Rpt Unit	Reported Quantity	Determined Quantity	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
		12	Ir	BARLY	SPR	Grain	I A		3.70		04-08-2004	1.0000	GARY C CARNEY		
		13	Ir	FALOW			I A		2.00			1.0000	GARY C CARNEY		
		14	Ir	ALFAL		Forage	I A		9.70			1.0000	GARY C CARNEY		
		15	Ir	ALFAL		Forage	I A		1.40			1.0000	GARY C CARNEY		
		16	Ir	ALFAL		Forage	I A		1.40			1.0000	GARY C CARNEY		
		17	Ir	BARLY	SPR	Grain	I A		3.50		04-08-2004	1.0000	GARY C CARNEY		
		18	Ir	CORN	YEL	Forage	I A		103.30		04-08-2004	1.0000	GARY C CARNEY		
		19	Ir	BARLY	SPR	Grain	I A		4.20		04-08-2004	1.0000	GARY C CARNEY		
		20	Ir	BARLY	SPR	Grain	I A		3.50		04-08-2004	1.0000	GARY C CARNEY		
		22	Ir	BARLY	SPR	Grain	I A		51.70		04-08-2004	1.0000	GARY C CARNEY		
		23	Ir	ALFAL		Forage	I A		.70		04-08-2004	1.0000	GARY C CARNEY		
		24	Ir	ALFAL		Forage	I A		109.10			1.0000	GARY C CARNEY		
		25	Ir	ALFAL		Forage	I A		28.90			1.0000	GARY C CARNEY		
		26	Ir	GRASS	ORG	Graze	I A		30.80			1.0000	GARY C CARNEY		
		27	Ir	GRASS	ORG	Graze	I A		35.10			1.0000	GARY C CARNEY		
2660	1	Ir	GRASS	ORG	Graze	I A			2.50 ✓			1.0000	GARY C CARNEY		
	2	Ir	GRASS	ORG	Graze	I A			66.30			1.0000	GARY C CARNEY		
	3	Ir	GRASS	ORG	Graze	I A			14.40 ✓			1.0000	GARY C CARNEY		
	4	Ir	GRASS	ORG	Graze	I A			155.30			1.0000	GARY C CARNEY		
	5	Ir	GRASS	ORG	Graze	I A			38.10 ✓			1.0000	GARY C CARNEY		

Photo Number/Legal Descriptions: 2649 WAS T1733, 1916,2277/AA11,12/1&2-9-21/35-8-21
 2660 WAS T2234 &2235 CARNEY MAP 33&34-8S-21E;2,3-9-21

Cropland: 2002.5 Farmland: 2364.7

C/C	Type	Prac	IU	Reported	Determined	C/C	Type	Prac	IU	Reported	Determined	C/C	Type	Prac	IU	Reported	Determined
GRASS	ORG	I	GZ	638.80		FALOW		I		12.20		SBEET		I	PR	142.10	
ALFAL		I	FG	181.20		BARLY	SPR	I	GR	131.40		CORN	YEL	I	FG	103.30	

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.

FSA-578(Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2003

DATE: 10-25-2005

Producer Name and Address ID
 GARY C CARNEY 0020
 225 N 1250 W
 PAUL, ID 83347-8606

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	Field Num	Ir ID	Pr Crop	Var/ Type	Int Use	Crop Stat	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
3575	2649	1	Ir	BARLY	SPR Grain		I	2.70		03-25-2003	1.0000	GARY C CARNEY		
		2	Ir	BARLY	SPR Grain		I	2.10		03-25-2003	1.0000	GARY C CARNEY		
		3	Ir	FALOW			I	7.50			1.0000	GARY C CARNEY		
		4	Ir	BARLY	SPR Grain		I	135.50		03-25-2003	1.0000	GARY C CARNEY		
		5	Ir	BARLY	SPR Grain		I	8.00		03-25-2003	1.0000	GARY C CARNEY		
		6	Ir	BARLY	SPR Grain		I	18.50		03-25-2003	1.0000	GARY C CARNEY		
		7	Ir	BARLY	SPR Grain		I	26.80		03-25-2003	1.0000	GARY C CARNEY		
		9	Ir	BARLY	SPR Grain		I	10.00		05-01-2003	1.0000	GARY C CARNEY		
		10	Ir	BARLY	SPR Grain		I	73.20		05-01-2003	1.0000	GARY C CARNEY		
		11	Ir	SBEET		Proces	I	64.80		04-19-2003	1.0000	GARY C CARNEY		
		15	Ir	ALFAL		Forage	I	2.00			1.0000	GARY C CARNEY		
		16	Ir	ALFAL		Forage	I	9.70			1.0000	GARY C CARNEY		
		17	Ir	BARLY	SPR Grain		I	1.40		03-25-2003	1.0000	GARY C CARNEY		
		18	Ir	BARLY	SPR Grain		I	1.40		05-01-2003	1.0000	GARY C CARNEY		
		19	Ir	SBEET		Proces	I	3.50		04-19-2003	1.0000	GARY C CARNEY		
		20	Ir	SBEET		Proces	I	103.30		04-19-2003	1.0000	GARY C CARNEY		
		21	Ir	SBEET		Proces	I	4.20		04-19-2003	1.0000	GARY C CARNEY		
		22	Ir	SBEET		Proces	I	3.50		04-19-2003	1.0000	GARY C CARNEY		
		25	Ir	ALFAL		Forage	I	.70			1.0000	GARY C CARNEY		
		26	Ir	ALFAL		Forage	I	109.10			1.0000	GARY C CARNEY		
		27	Ir	ALFAL		Forage	I	28.90			1.0000	GARY C CARNEY		
		28	Ir	GRASS	ORG Graze		I	30.80			1.0000	GARY C CARNEY		
		29	Ir	GRASS	ORG Graze		I	35.10			1.0000	GARY C CARNEY		
		30	Ir	BARLY	SPR Grain		I	112.60		03-25-2003	1.0000	GARY C CARNEY		

FSA-578(Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2002

DATE: 10-25-2005

Producer Name and Address ID
 GARY C CARNEY 0020
 225 N 1250 W
 PAUL, ID 83347-8606

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	Field Num	Ir ID	Pr Crop	Var/ Type	Int Use	Crop Stat	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
3453	1733	1	Ir	ALFAL		Forage	I	2.00			1.0000	GARY C CARNEY		
		2	Ir	ALFAL		Forage	I	9.70			1.0000	GARY C CARNEY		
		3	Ir	ALFAL		Forage	I	1.40			1.0000	GARY C CARNEY		
		4	Ir	ALFAL		Forage	I	1.40			1.0000	GARY C CARNEY		
		5	Ir	ALFAL		Forage	I	.70			1.0000	GARY C CARNEY		
		6	Ir	ALFAL		Forage	I	109.10			1.0000	GARY C CARNEY		
		7	Ir	ALFAL		Forage	I	28.90			1.0000	GARY C CARNEY		
M	2278	1	Ir	SBEET		Proces	I	2.70			1.0000	GARY C CARNEY		
		2	Ir	BARLY	SPR	Grain	I	2.10			1.0000	GARY C CARNEY		
		3	Ir	GRASS	ORG	Graze	I	5.00			1.0000	GARY C CARNEY		
		4	Ir	SBEET		Proces	I	135.50			1.0000	GARY C CARNEY		
		5	Ir	BARLY	SPR	Grain	I	8.00			1.0000	GARY C CARNEY		
		6	Ir	GRASS	ORG	Graze	I	16.00			1.0000	GARY C CARNEY		
		7	Ir	BARLY	SPR	Grain	I	26.80			1.0000	GARY C CARNEY		
		8	Ir	BARLY	SPR	Grain	I	54.10			1.0000	GARY C CARNEY		
		9	Ir	BARLY	SPR	Grain	I	10.00			1.0000	GARY C CARNEY		
		10	Ir	BARLY	SPR	Grain	I	73.20			1.0000	GARY C CARNEY		
		20	Ir	GRASS	ORG	Graze	I	30.80			1.0000	GARY C CARNEY		
		21	Ir	GRASS	ORG	Graze	I	35.10			1.0000	GARY C CARNEY		

Photo Number/Legal Descriptions: 1733 AA11/2-9-21/
 2278 MULTIPLE TRACT

Cropland: 1726.3 Farmland: 2044.0

Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined
ALFAL	I	FG	153.2		SBEET	I	PR	138.2		BARLY	SPR	I	GR	174.2

FSA-578(Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2002

DATE: 10-25-2005

Farm Number	Tract Number	Field Num	Ir ID	Pr Crop	Var/ Type	Int Use	Crop Stat	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
GRASS ORG	I	GZ						86.9						

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

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FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2000

DATE: 10-25-2005

Producer Name and Address ID
 CARNEY FARMS 6238
 314 S CRESTVIEW RD
 PAUL, ID 83347-5038

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.

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Farm Number	Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name
2803	0		Ni	OFAV			.00			1.0000	CARNEY FARMS
	1733	1	Ir	ALFAL		Hay	2.00			1.0000	CARNEY FARMS
		2	Ir	ALFAL		Hay	9.70			1.0000	CARNEY FARMS
		3	Ir	ALFAL		Hay	1.40			1.0000	CARNEY FARMS
		4	Ir	ALFAL		Hay	1.40			1.0000	CARNEY FARMS
		5	Ir	ALFAL		Hay	.70			1.0000	CARNEY FARMS
		6	Ir	ALFAL		Hay	109.10			1.0000	CARNEY FARMS
		7	Ir	ALFAL		Hay	28.90			1.0000	CARNEY FARMS
2848	0		Ni	OFAV			.00			1.0000	CARNEY FARMS
	2276	1	Ir	SBEET		Proces	26.30			1.0000	CARNEY FARMS
2849	0		Ni	OFAV			.00			1.0000	CARNEY FARMS
	1834	5	Ir	BARLY	SPR	Grain	51.90			1.0000	CARNEY FARMS
	2234	7	Ir	BARLY	SPR	Grain	23.20			1.0000	CARNEY FARMS
		11	Ir	BARLY	SPR	Grain	60.90			1.0000	CARNEY FARMS
	2235	6	Ir	BARLY	SPR	Grain	38.10			1.0000	CARNEY FARMS
		3A	Ir	BARLY	SPR	Grain	7.40			1.0000	CARNEY FARMS
		3B	Ir	WHEAT	HRS	Grain	7.00			1.0000	CARNEY FARMS
		1	Ir	WHEAT	HRS	Grain	2.50			1.0000	CARNEY FARMS
		4	Ir	WHEAT	HRS	Grain	155.30			1.0000	CARNEY FARMS
		2	Ir	WHEAT	HRS	Grain	70.30			1.0000	CARNEY FARMS
	2277	3	Ir	BARLY	SPR	Grain	7.50			1.0000	CARNEY FARMS
		5	Ir	BARLY	SPR	Grain	8.00			1.0000	CARNEY FARMS
		7	Ir	BARLY	SPR	Grain	26.80			1.0000	CARNEY FARMS
		8	Ir	BARLY	SPR	Grain	54.10			1.0000	CARNEY FARMS

Remember to 2666

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2000

DATE: 10-25-2005

Farm Number	Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name
2849	2277	9	Ir	BARLY	SPR	Grain	10.00			1.0000	CARNEY FARMS
		10	Ir	BARLY	SPR	Grain	73.20			1.0000	CARNEY FARMS
		17	Ir	BARLY	SPR	Grain	112.60			1.0000	CARNEY FARMS
	M 2278	1	Ir	SBEET		Proces	2.70			1.0000	CARNEY FARMS
		2	Ir	FALLOW			2.10			1.0000	CARNEY FARMS
		3	Ir	BARLY	SPR	Grain	.00			1.0000	CARNEY FARMS
		4	Ir	SBEET		Proces	135.50			1.0000	CARNEY FARMS
		6	Ir	GRASS	ORG	Graze	18.50			1.0000	CARNEY FARMS
		11	Ir	SBEET		Proces	64.80			1.0000	CARNEY FARMS
		13	Ir	SBEET		Proces	41.00			1.0000	CARNEY FARMS
		14	Ir	SBEET		Proces	51.70			1.0000	CARNEY FARMS
		15	Ir	GRASS	ORG	Graze	30.80			1.0000	CARNEY FARMS
		16	Ir	GRASS	ORG	Graze	35.10			1.0000	CARNEY FARMS
		17	Ir	BARLY	SPR	Grain	.00			1.0000	CARNEY FARMS
		12	Ir	SBEET		Proces	86.50			1.0000	CARNEY FARMS
	M 2343	7	Ir	BARLY	SPR	Grain	.00			1.0000	CARNEY FARMS
		8	Ir	ALFAL		Hay	63.00			1.0000	CARNEY FARMS
		9	Ir	ALFAL		Hay	96.20			1.0000	CARNEY FARMS
		10	Ir	GRASS	ORG	Graze	6.80			1.0000	CARNEY FARMS
		12	Ir	ALFAL		Hay	96.20			1.0000	CARNEY FARMS
3112	0		Ni	OFAV			.00			1.0000	CARNEY FARMS
	2289	1	Ir	ALFAL		Hay	23.90			1.0000	CARNEY FARMS
		2	Ir	ALFAL		Hay	20.20			1.0000	CARNEY FARMS
		3	Ir	ALFAL		Hay	59.00			1.0000	CARNEY FARMS
		4	Ir	BARLY	SPR	Grain	30.10			1.0000	CARNEY FARMS
		5	Ir	ALFAL		Hay	29.80			1.0000	CARNEY FARMS
		6	Ir	ALFAL		Hay	45.30			1.0000	CARNEY FARMS
		7	Ir	ALFAL		Hay	27.90			1.0000	CARNEY FARMS

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.

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2001

DATE: 10-25-2005

Producer Name and Address ID

CARNEY FARMS 6238
 314 S CRESTVIEW RD
 PAUL, ID 83347-5038

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	Field Num	Ir ID	Pr Crop	Var/ Type	Int Use	Crop Stat	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
2849	1916	2	Ir	BARLY	SPR Grain	I		2.10			1.0000	CARNEY FARMS		
		4A	Ir	BARLY	SPR Grain	I		110.10			1.0000	CARNEY FARMS		
		2234	7	Ir	BARLY	SPR Grain	I	23.20			1.0000	CARNEY FARMS		
		2235	6	Ir	BARLY	SPR Forage	I	38.10			1.0000	CARNEY FARMS		
			3	Ir	BARLY	SPR Forage	I	14.40			1.0000	CARNEY FARMS		
			4	Ir	BARLY	SPR Forage	I	155.30			1.0000	CARNEY FARMS		
			1	Ir	BARLY	SPR Forage	I	2.50			1.0000	CARNEY FARMS		
			2	Ir	BARLY	SPR Forage	I	70.30			1.0000	CARNEY FARMS		
	2277	4B	Ir	BARLY	SPR Grain	I		25.40			1.0000	CARNEY FARMS		
		11	Ir	BARLY	SPR Grain	I		64.80			1.0000	CARNEY FARMS		
		12	Ir	BARLY	SPR Grain	I		3.70			1.0000	CARNEY FARMS		
		14	Ir	BARLY	SPR Grain	I		86.50			1.0000	CARNEY FARMS		
		13	Ir	BARLY	SPR Grain	I		3.50			1.0000	CARNEY FARMS		
		16	Ir	WHEAT	HAD Grain	I		41.00			1.0000	CARNEY FARMS		
		17	Ir	BARLY	SPR Grain	I		51.70			1.0000	CARNEY FARMS		
		20	Ir	BARLY	SPR Grain	I		116.80			1.0000	CARNEY FARMS		
M	2343	7	Ir	BARLY	SPR Grain	I		.00			1.0000	CARNEY FARMS		
		11A	Ir	SBEET	Proces	I		39.90			1.0000	CARNEY FARMS		
		12A	Ir	ALFAL	Forage	I		26.20			1.0000	CARNEY FARMS		
Photo Number/Legal Descriptions:								1916	AA11&AA12/35-8-21&2-9-21/					
								2234	Carney 1 Map/33&34-8S-21E;2&3-9S-21E					
								2235	Carney 1 Map32&33-8S-21E					
								2277	AA11&AA12/1&2-9-21/					
								2343	MULTIPLE TRACT					
Cropland:					1574.4	Farmland:		1842.0						

3112 0 Ni OFAV .00 1.0000 CARNEY FARMS

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2001

DATE: 10-25-2005

Farm Number	Tract Number	Field Num	Ir ID	Pr Crop	Var/ Type	Int Use	Crop Stat	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
3112	2289	1	Ir	ALFAL		Forage	I	23.90			1.0000	CARNEY FARMS		
		2	Ir	ALFAL		Forage	I	20.20			1.0000	CARNEY FARMS		
		3	Ir	ALFAL		Forage	I	69.00			1.0000	CARNEY FARMS		
		4	Ir	ALFAL		Forage	I	20.10			1.0000	CARNEY FARMS		
		5	Ir	ALFAL		Forage	I	29.80			1.0000	CARNEY FARMS		
		6	Ir	ALFAL		Forage	I	45.30			1.0000	CARNEY FARMS		
		7	Ir	ALFAL		Forage	I	27.90			1.0000	CARNEY FARMS		

Photo Number/Legal Descriptions:

2289 Jerome Co./Sec 32 8S 21E & Sec 5 9S 21E

Cropland: 236.2 Farmland: 320.0

Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined
BARLY SPR	I	GR	487.8		BARLY SPR	I	FG	280.6		WHEAT HAD	I	GR	41.0	
SBEEET	I	PR	39.9		ALFAL	I	FG	262.4						

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

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FSA-578(Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 1999

DATE: 10-25-2005

Producer Name and Address ID
 CARNEY FARMS 6238
 314 S CRESTVIEW RD
 PAUL, ID 83347-5038

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.

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Farm Number	Tract Number	Field Num	Irr ID	Prc	Crop	Var/ Type	Int Use	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name
2849	1834	5	Ir	WHEAT	HRS	Grain		51.90			1.0000	CARNEY FARMS
	1916	1	Ir	CORN		Silage		2.70			1.0000	CARNEY FARMS
		2	Ir	CORN		Silage		2.10			1.0000	CARNEY FARMS
		4A	Ir	CORN		Silage		110.10			1.0000	CARNEY FARMS
	2234	7	Ir	BARLY	SPR	Grain		23.20			1.0000	CARNEY FARMS
		11	Ir	BARLY	SPR	Grain		60.90			1.0000	CARNEY FARMS
	2235	2	Ir	WHEAT	HRS	Grain		70.30			1.0000	CARNEY FARMS
		4	Ir	WHEAT	HRS	Grain		155.30			1.0000	CARNEY FARMS
		1	Ir	WHEAT	HRS	Grain		2.50			1.0000	CARNEY FARMS
		3A	Ir	WHEAT	HRS	Grain		7.00			1.0000	CARNEY FARMS
		3	Ir	BARLY	SPR	Grain		7.00			1.0000	CARNEY FARMS
		6	Ir	BARLY	SPR	Grain		18.10			1.0000	CARNEY FARMS
	2277	3	Ir	BARLY	SPR	Grain		7.50			1.0000	CARNEY FARMS
		4B	Ir	CORN		Silage		25.40			1.0000	CARNEY FARMS
		5	Ir	BARLY	SPR	Grain		8.00			1.0000	CARNEY FARMS
		7	Ir	BARLY	SPR	Grain		26.80			1.0000	CARNEY FARMS
		10	Ir	BARLY	SPR	Grain		59.20			1.0000	CARNEY FARMS
		10A	Ir	WHEAT	SWS	Seed		14.00			1.0000	CARNEY FARMS
		11	Ir	BARLY	SPR	Grain		64.80			1.0000	CARNEY FARMS
		11B	Ir	BARLY	SPR	Grain		3.70			1.0000	CARNEY FARMS
		11A	Ir	CORN		Silage		121.50			1.0000	CARNEY FARMS
		12	Ir	BARLY	SPR	Grain		41.00			1.0000	CARNEY FARMS
		11E	Ir	BARLY	SPR	Grain		3.50			1.0000	CARNEY FARMS
		8	Ir	BARLY	SPR	Grain		40.10			1.0000	CARNEY FARMS

For 2660 to 2665

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 1999

DATE: 10-25-2005

Farm Number	Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name
2849	2277	9	Ir	BARLY	SPR	Grain	10.00			1.0000	CARNEY FARMS
		8A	Ir	WHEAT	SWS	Seed	14.00			1.0000	CARNEY FARMS
		11C	Ir	BARLY	SPR	Grain	3.50			1.0000	CARNEY FARMS
M	2278	1	Ir	CORN		Silage	.00			1.0000	CARNEY FARMS
		2	Ir	CORN		Silage	.00			1.0000	CARNEY FARMS
		4	Ir	CORN		Silage	.00			1.0000	CARNEY FARMS
		6	Ir	GRASS	ORG	Graze	18.50			1.0000	CARNEY FARMS
		15	Ir	GRASS	ORG	Graze	30.80			1.0000	CARNEY FARMS
		16	Ir	GRASS	ORG	Graze	35.10			1.0000	CARNEY FARMS
		11A	Ir	CORN		Silage	.00			1.0000	CARNEY FARMS
		14	Ir	SBEET		Proces	112.60			1.0000	CARNEY FARMS
M	2343	7	Ir	BARLY	SPR	Grain	.00			1.0000	CARNEY FARMS
		8	Ir	ALFAL		Hay	63.00			1.0000	CARNEY FARMS
		9	Ir	ALFAL		Hay	96.20			1.0000	CARNEY FARMS
		10	Ir	ALFAL		Hay	6.80			1.0000	CARNEY FARMS
		11	Ir	BARLY	SPR	Grain	.00			1.0000	CARNEY FARMS
		12	Ir	ALFAL		Hay	96.20			1.0000	CARNEY FARMS
2971	2289	1	Ir	BARLY	SPR	Hay	80.00			1.0000	CARNEY FARMS
		2	Ir	ALFAL		Hay	156.20			1.0000	CARNEY FARMS

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Producer's Signature

Date

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ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are
set up for user entries

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

TRANSFER NO:

YEAR 1960
SEASON SPRING

TRANSFER NAME
Horizon Dairy

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	71	70	69	77
COLUMN	47	46	46	54

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1960	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1960	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1960	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1961	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1961	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1961	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1962	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1962	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1962	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1963	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1963	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1963	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1964	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1964	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1964	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1965	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1965	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1965	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1966	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1966	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1966	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1967	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1967	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1967	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1968	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1968	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1968	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1969	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1969	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1969	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1970	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1970	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1970	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1971	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1971	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1971	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1972	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1972	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1972	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SPR 1973	0.00	50.77	50.77	0.00	0.00	0.00	0.00
SUM 1973	0.00	50.77	50.77	0.00	0.00	0.00	0.00
WIN 1973	0.00	50.77	50.77	0.00	0.00	0.00	0.00

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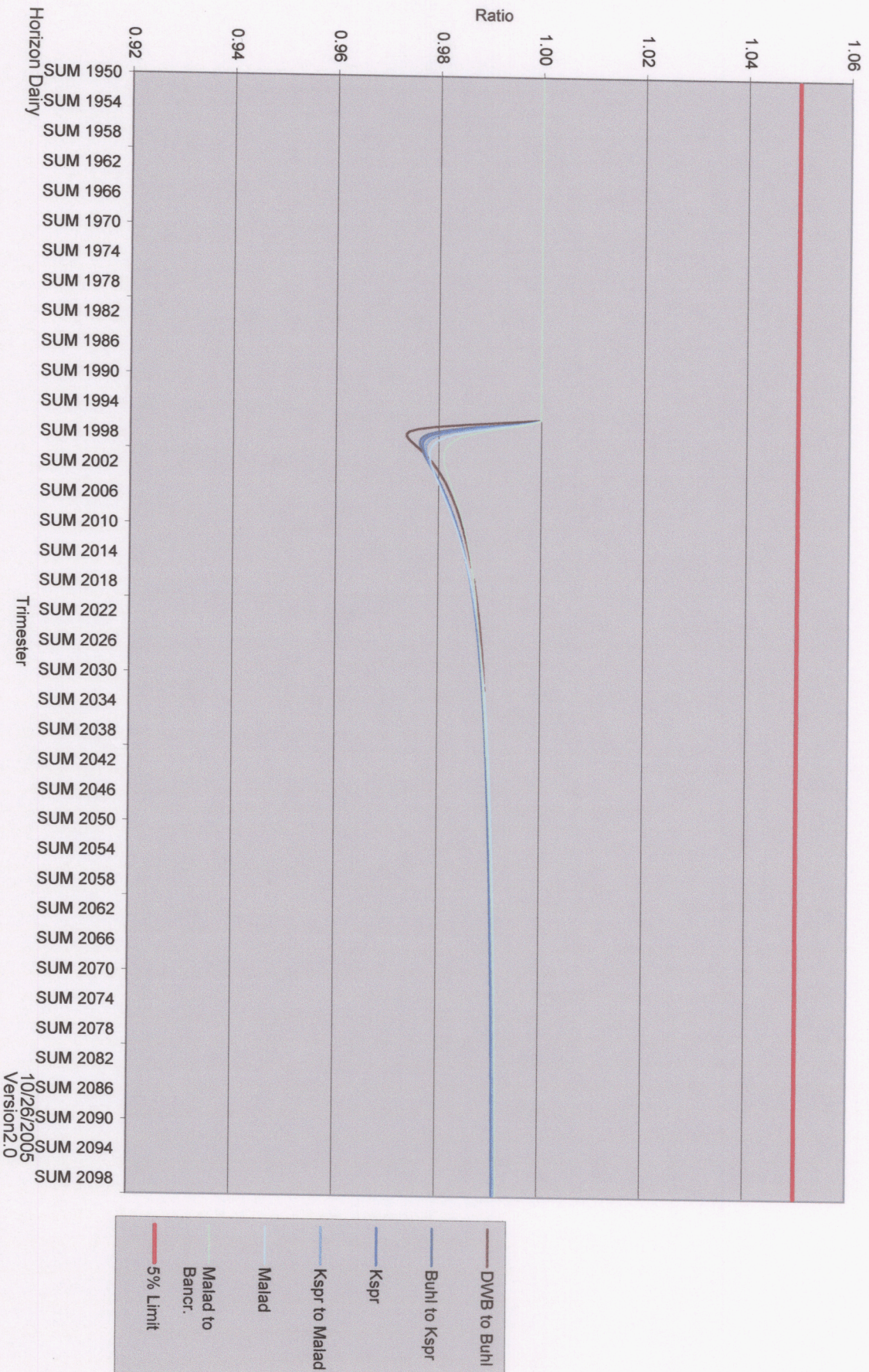
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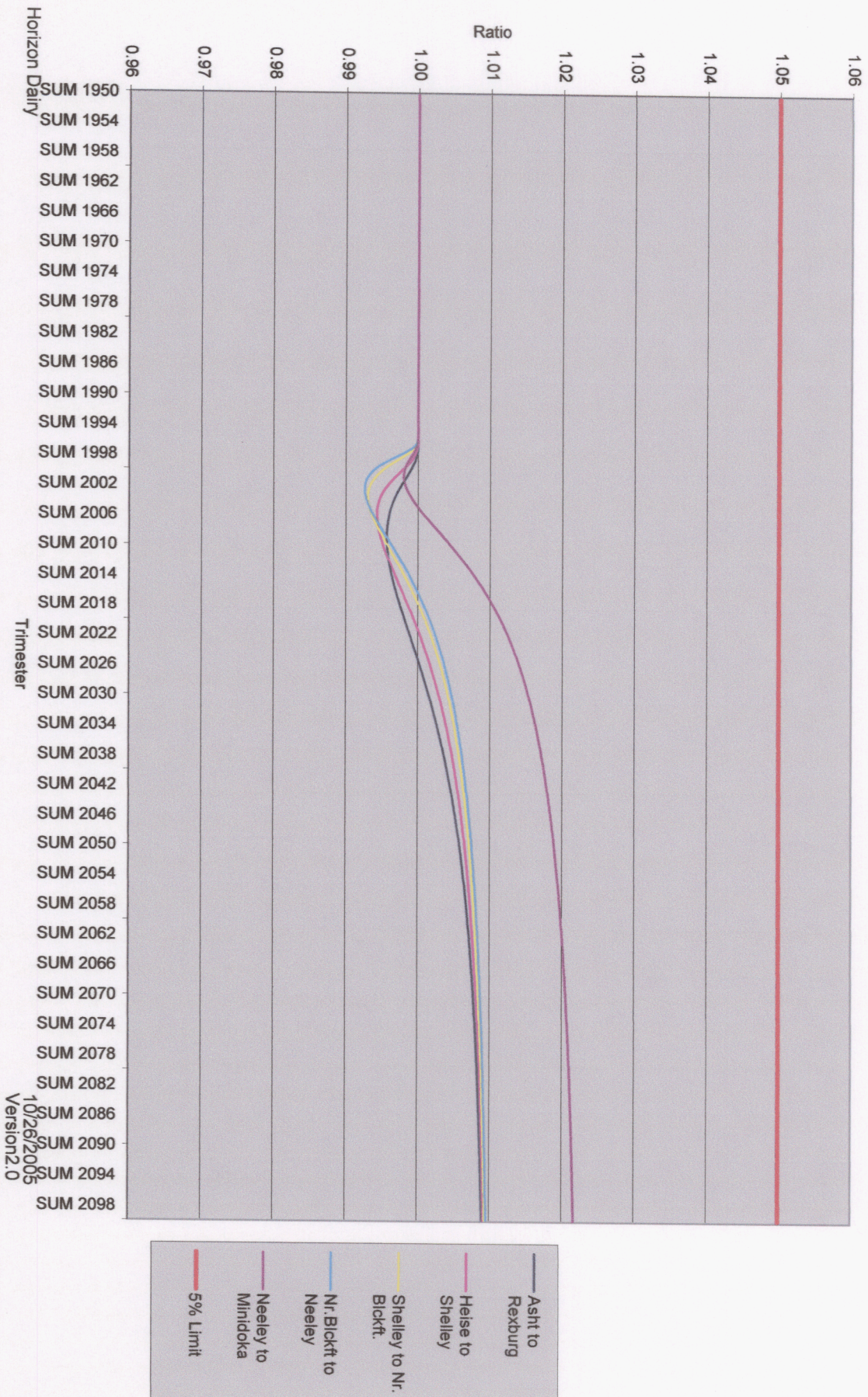
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SUM 2099	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2099	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2100	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2100	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2100	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2101	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2101	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2101	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2102	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2102	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2102	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2103	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2103	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2103	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2104	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2104	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2104	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2105	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2105	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2105	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2106	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2106	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2106	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2107	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2107	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2107	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2108	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2108	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2108	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SPR 2109	50.77	0.00	50.77	0.00	0.00	0.00	0.00
SUM 2109	50.77	0.00	50.77	0.00	0.00	0.00	0.00
WIN 2109	50.77	0.00	50.77	0.00	0.00	0.00	0.00

Change Below Millner as Ratio of Impact With Transfer to Impact Without Transfer

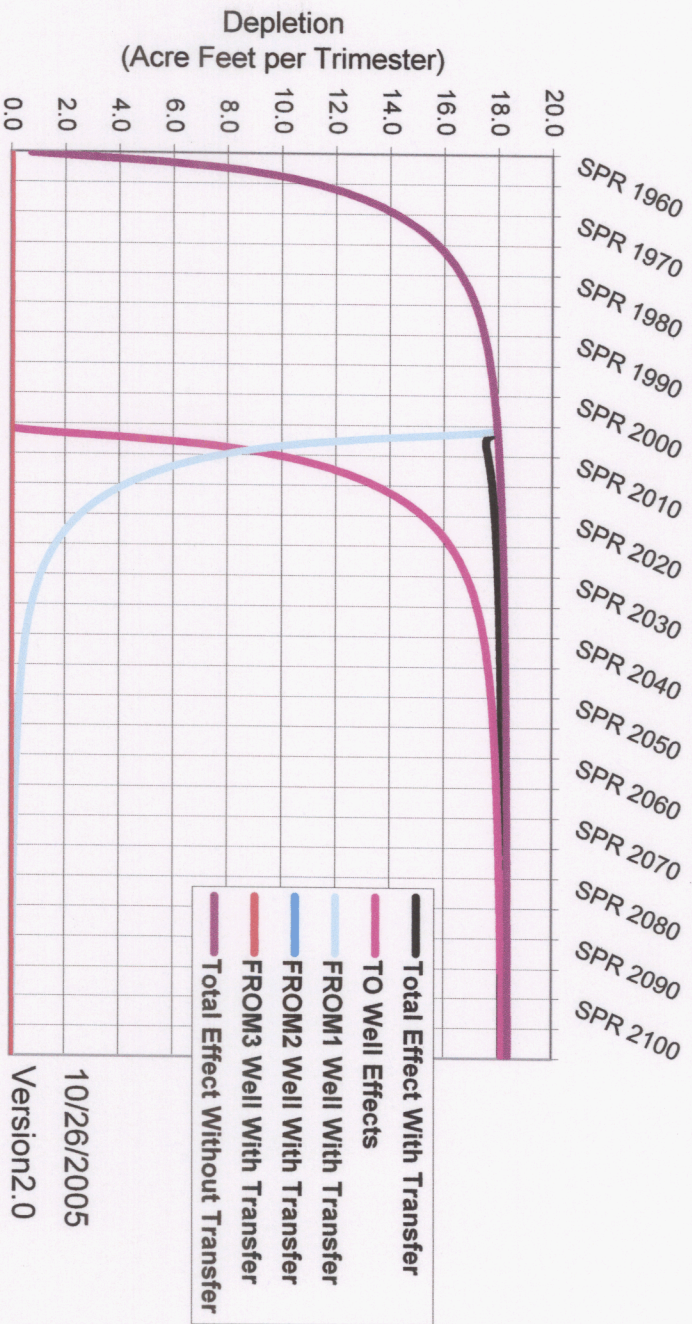


Change Above Milner as Ratio of Impact With Transfer to Impact Without Transfer



10/26/2005
Version 2.0

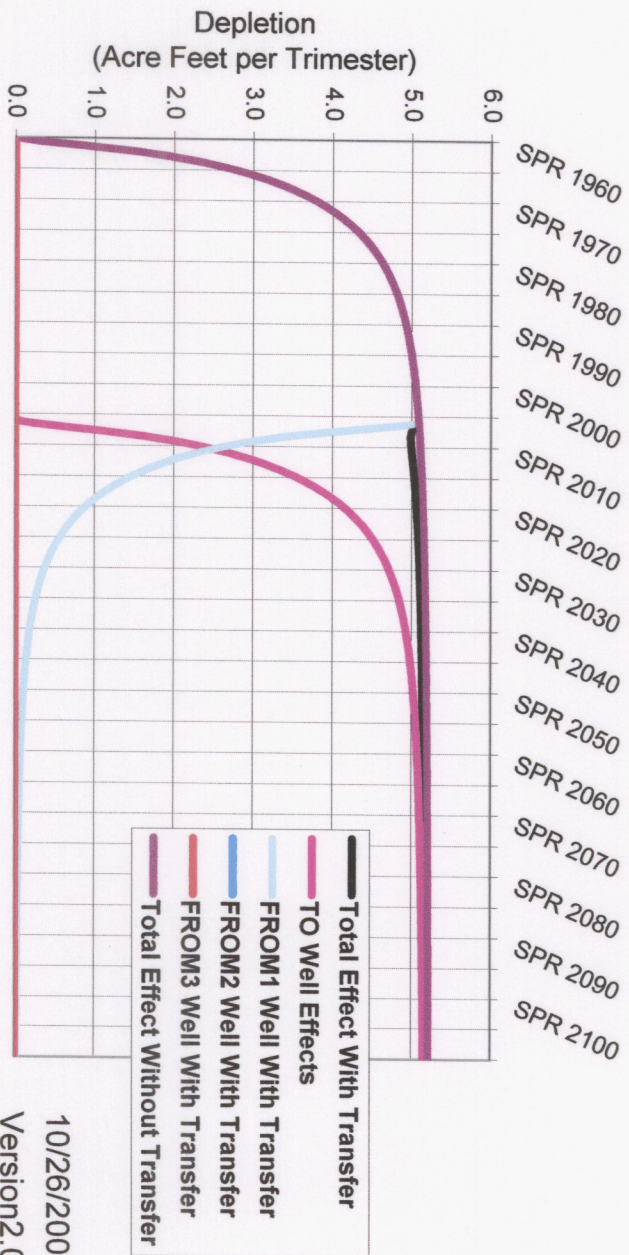
Hydrologic Response--Devil's Washbowl to Buhl Customer Name: Horizon Dairy Transfer No:



10/26/2005
Version 2.0

Customer Name: Hori

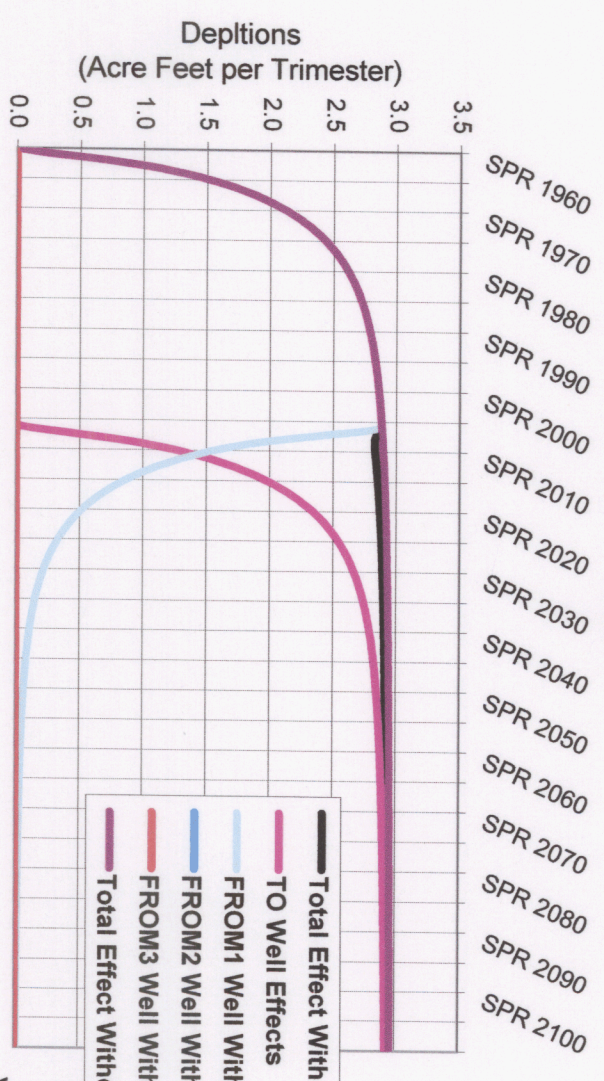
Hydrologic Response--Buhl to Thousand Springs Customer Name: Horizon Dairy Transfer No:



10/26/2005
Version 2.0

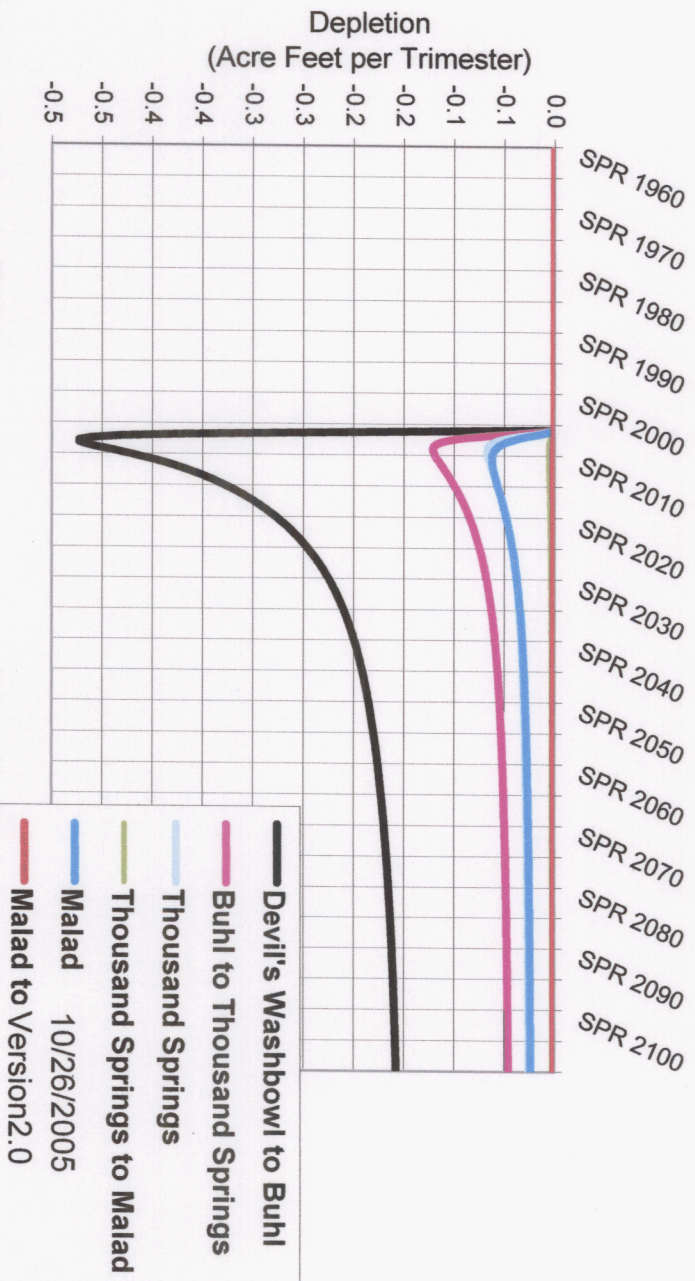
Hydrologic Response--Thousand Springs Customer Name: Horizon Transfer No:

Dairy



10/26/2005
Version 2.0

Net Transfer Effect Below Milner (Total Effect With Transfer - Total Effect Without Transfer)

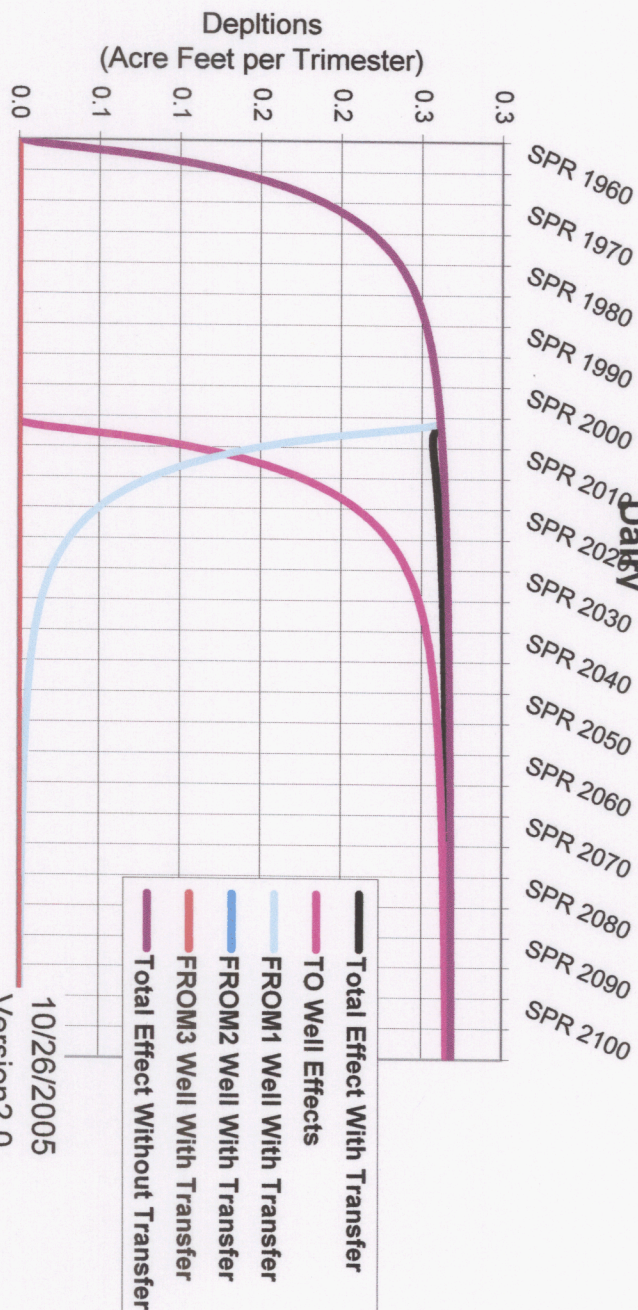


Customer Name: Horizon Dairy

Transfer No:

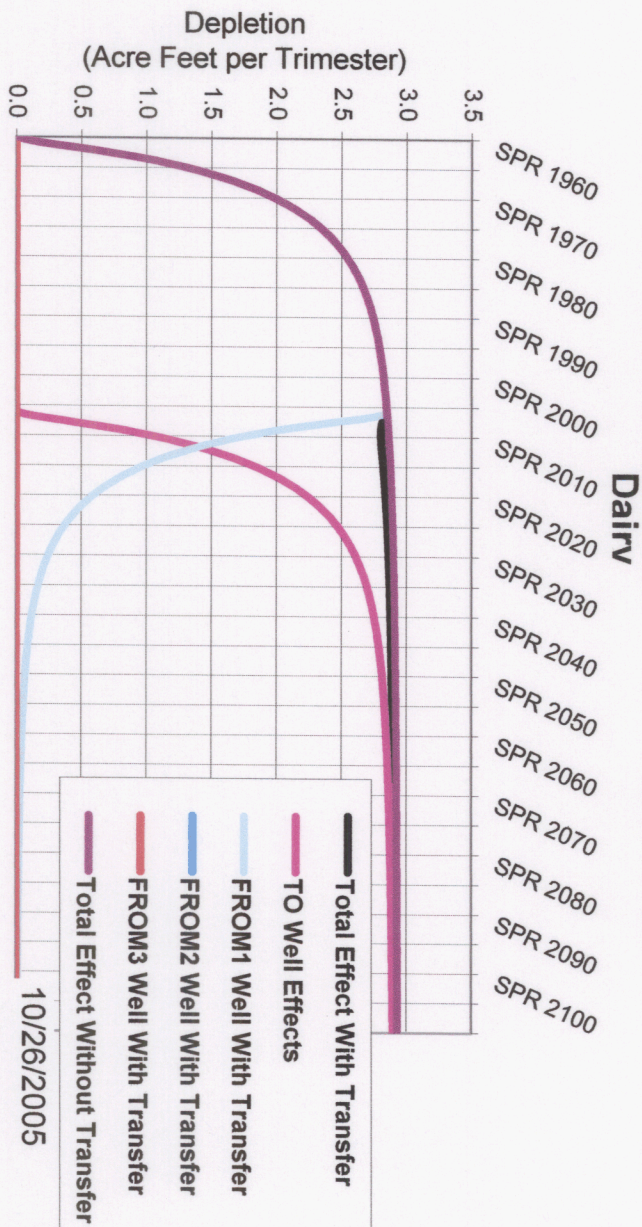
10/26/2005

Hydrologic Response--Thousand Springs to Malad Customer Name: **Dairy** Transfer No.:



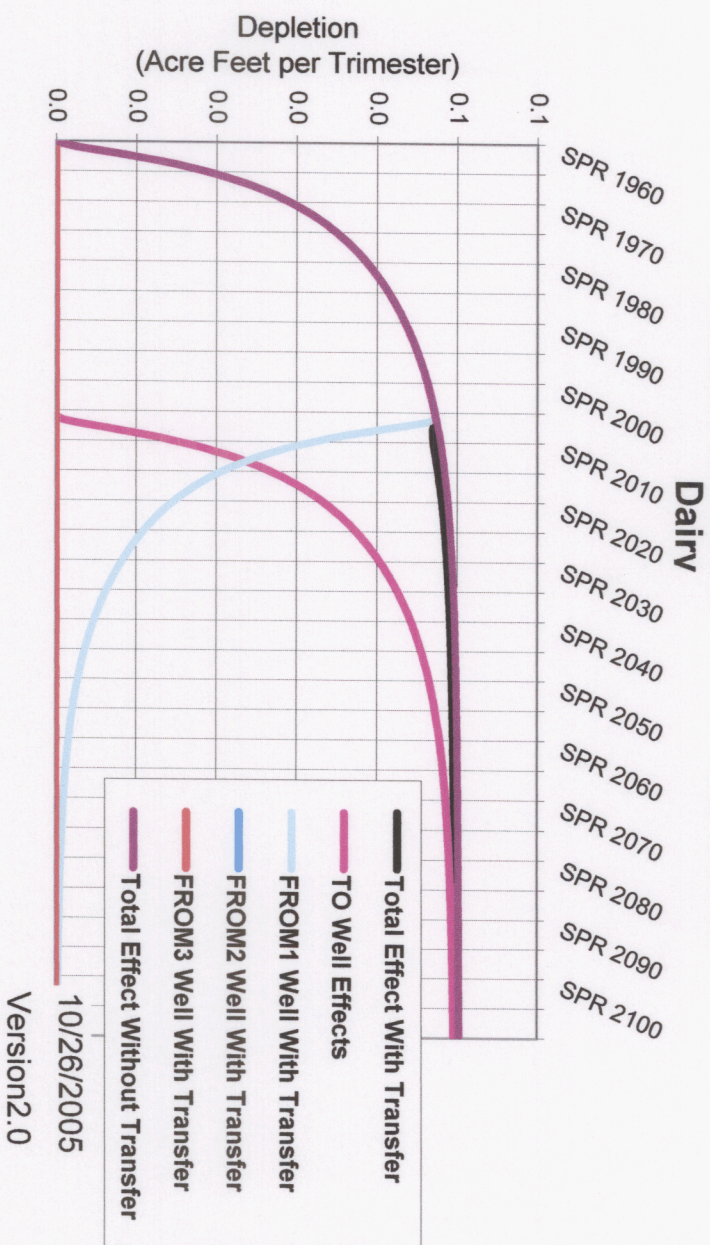
10/26/2005
 Version 2.0

Hydrologic Response-- Malad Customer ~~Natharizon~~ **Dairv** Transfer No:



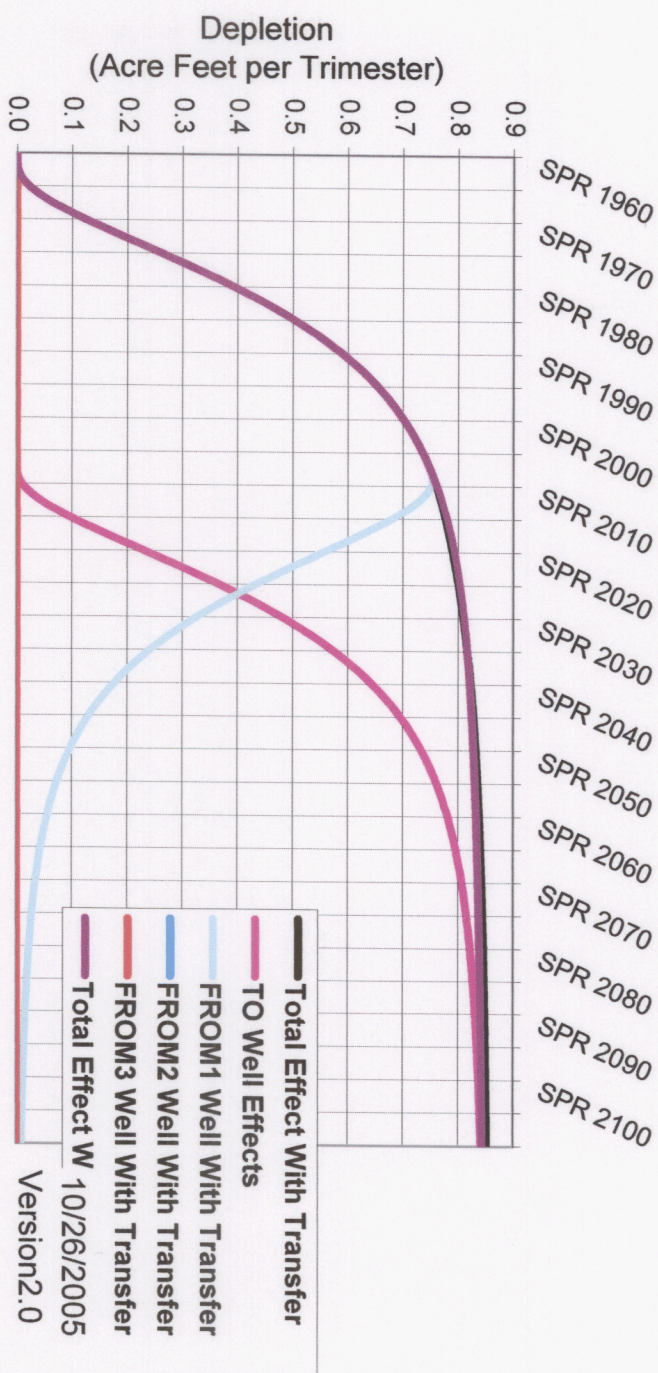
Version2.0

Hydrologic Response-- Malad to Bancroft
 Customer **Naherizon** **Dairy** Transfer No:

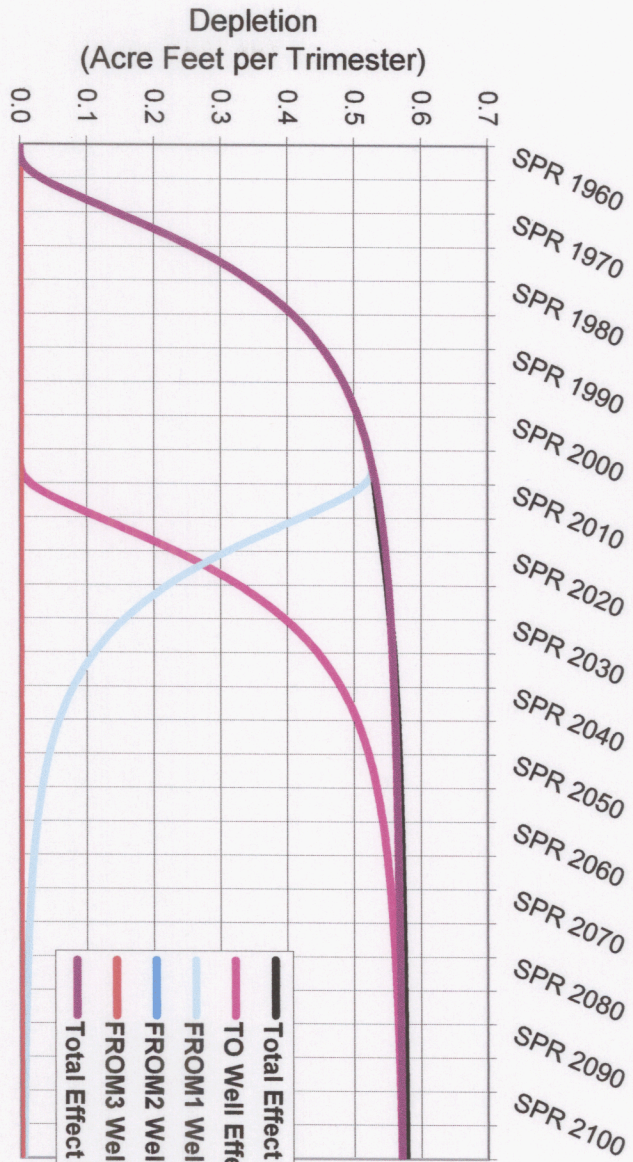


10/26/2005
 Version2.0

Hydrologic Response--Ashton to Rexburg Customer Natherizon Dairy Transfer No:

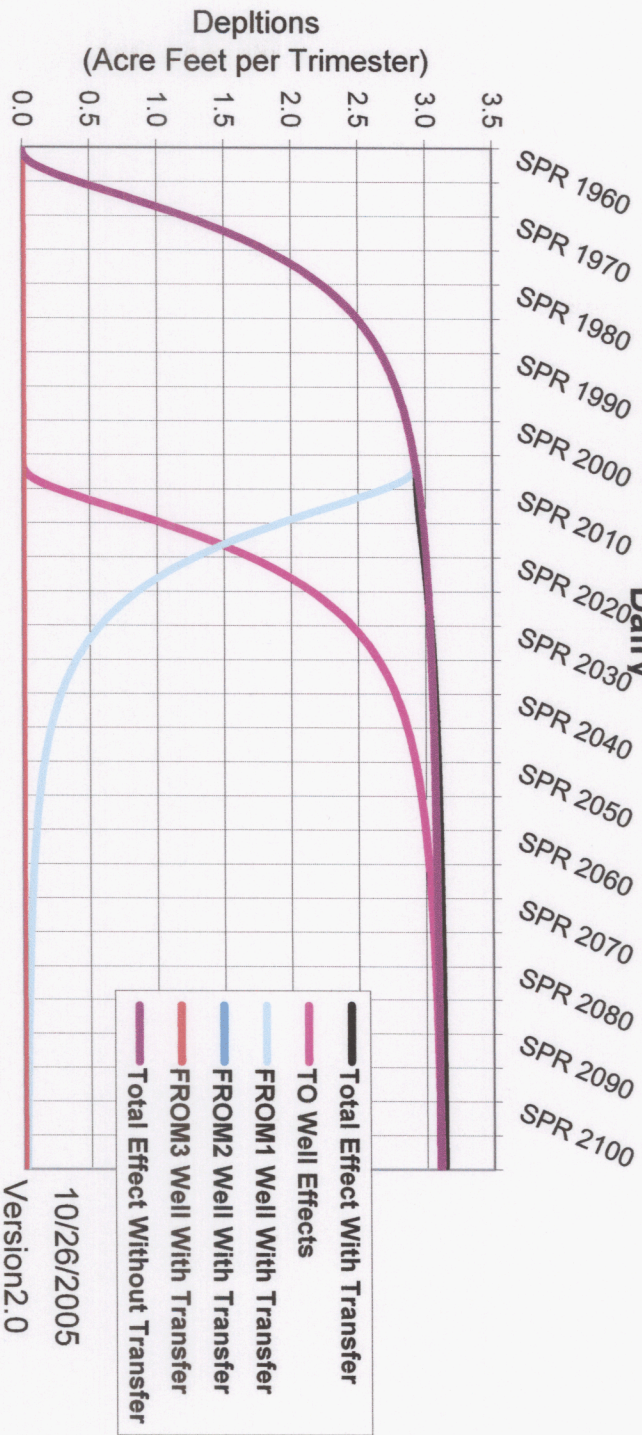


Hydrologic Response--Heise to Shelley Customer Natherizon Dairy Transfer No:

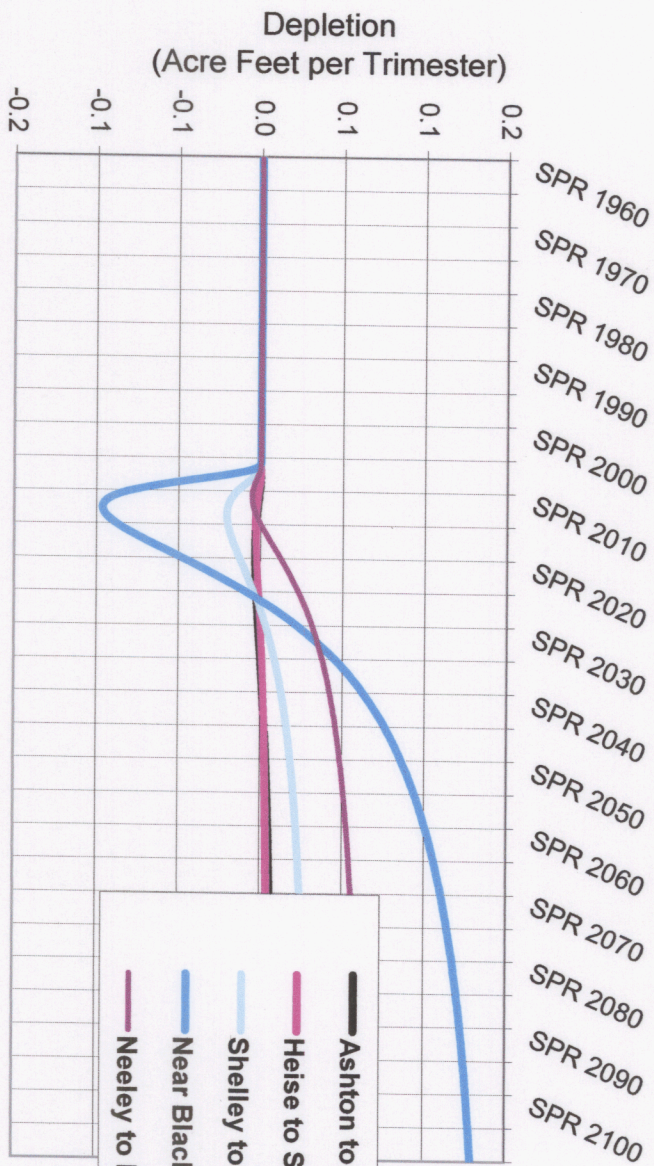


Version 2.0

Hydrologic Response--Shelley to Near Blackfoot Customer Name: **Horizon Dairy** Transfer No: **2100**



Net Transfer Effect Above Milner **(Total Effect With Transfer - Total Effect Without Transfer)**

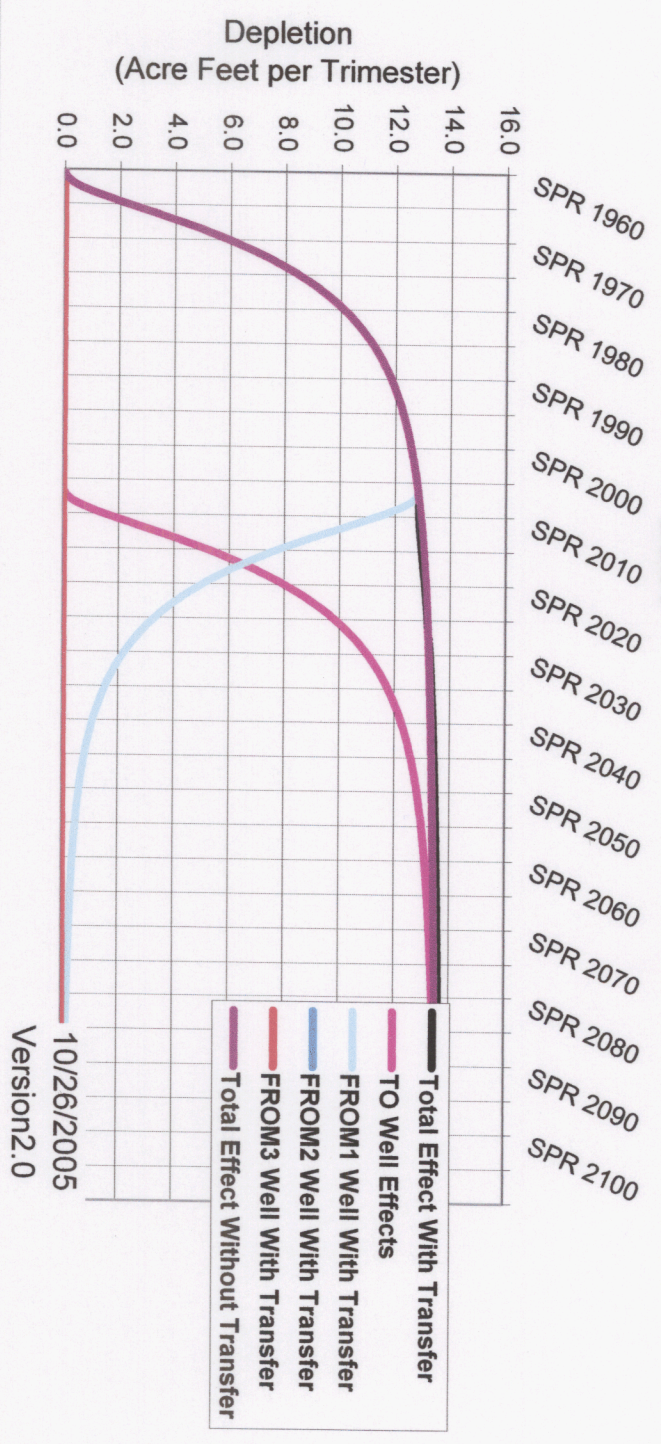


Customer Name: Horizon Dairy

Transfer No:

10/26/2005
Version 2.0

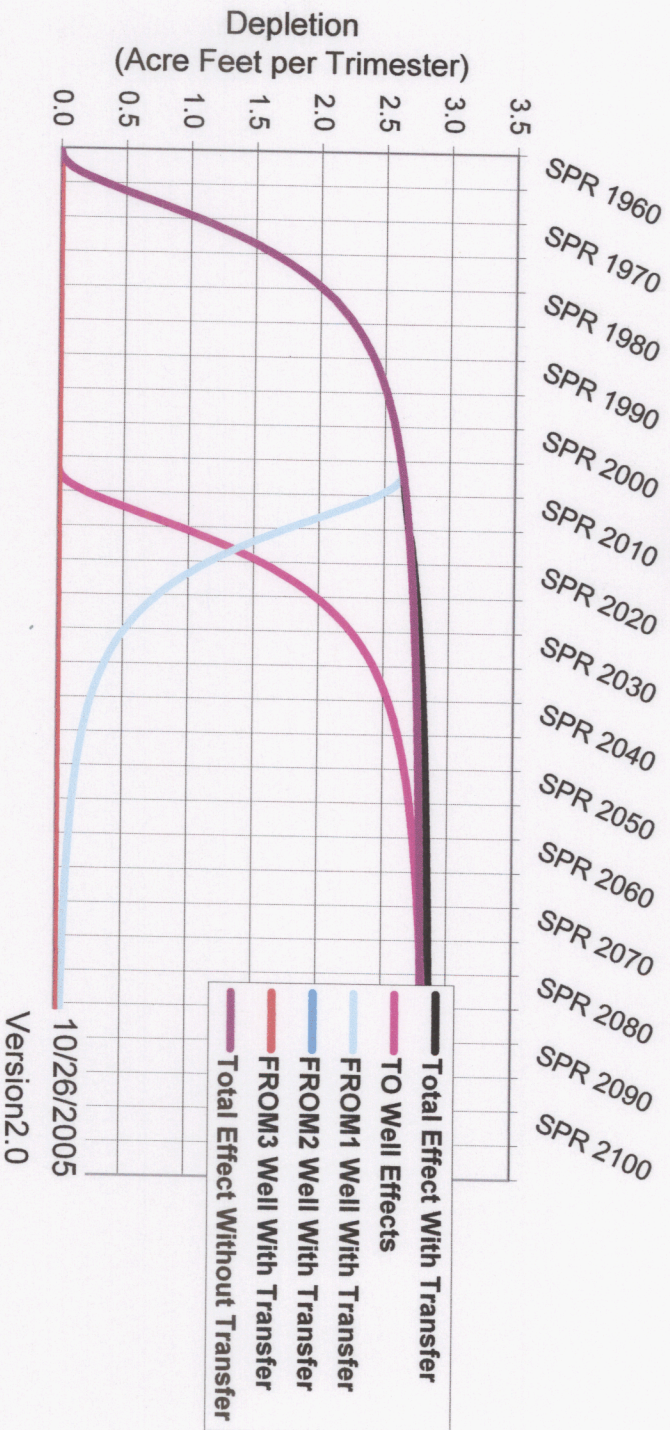
Hydrologic Response-- Near Blackfoot to Neeley Customer: **Horizon** Transfer No.: **Daiv**



10/26/2005
Version 2.0

Hydrologic Response-- Neeley to Minidoka Customer Horizon Dairv

Transfer No:



10/26/2005
 Version2.0

Paul 1 ENE Consumptive Use from Allen and Brockway 83

** Monthly average daily (mm/day) and Seasonal Totals (mm) **

Mar Apr May Jun Jul Aug Sep Oct Total

ETr

MEAN ETr 1.83 4.34 6.04 7.68 8.23 6.80 5.17 3.28 1326.

STDV ETr 0.36 0.45 0.47 0.47 0.27 0.36 0.42 0.35 50.

Alfalfa Hay

MEAN CU 2.52 5.61 6.74 6.75 5.18 3.55 1.23 966.

MEAN IR 2.01 4.85 6.00 6.51 4.92 3.18 0.82 864.

STDEV CU 0.26 0.44 0.41 0.22 0.27 0.29 0.13 33.

STDEV IR 0.55 0.81 0.89 0.34 0.58 0.60 0.38 57.

Alfalfa Seed

MEAN CU 2.81 5.43 6.75 5.94 3.08 1.60 0.52 799.

MEAN IR 2.29 4.68 6.01 5.71 2.85 1.27 0.13 701.

STDEV CU 0.29 0.42 0.41 0.19 0.16 0.13 0.06 29.

STDEV IR 0.58 0.80 0.89 0.32 0.46 0.46 0.34 54.

Dry Beans

MEAN CU 1.81 2.98 7.10 4.70 0.71 532.

MEAN IR 1.31 2.48 6.89 4.49 0.44 480.

STDEV CU 0.14 0.18 0.23 0.25 0.06 16.

STDEV IR 0.46 0.54 0.32 0.50 0.35 30.

Field Corn

MEAN CU 1.81 2.91 6.98 6.36 4.15 1.07 714.

MEAN IR 1.25 2.36 6.74 6.09 3.78 0.68 640.

STDEV CU 0.14 0.18 0.23 0.34 0.33 0.11 22.

STDEV IR 0.50 0.58 0.34 0.64 0.63 0.36 37.

Silage Corn

MEAN CU 1.81 2.91 6.98 6.36 4.15 681.

MEAN IR 1.25 2.36 6.74 6.09 3.78 619.

STDEV CU 0.14 0.18 0.23 0.34 0.33 22.

STDEV IR 0.50 0.58 0.34 0.64 0.63 39.

Sweet Corn

MEAN CU 1.81 2.60 6.40 6.21 525.

MEAN IR 1.25 2.06 6.18 5.94 476.

STDEV CU 0.14 0.16 0.21 0.33 17.

STDEV IR 0.50 0.56 0.32 0.63 35.

Peas

MEAN CU 1.31 3.43 6.23 2.88 422.

MEAN IR 0.90 2.85 5.60 2.71 367.

STDEV CU 0.14 0.27 0.38 0.09 17.

STDEV IR 0.40 0.58 0.78 0.21 40.

Potatoes

MEAN CU 1.30 1.94 5.20 6.91 5.29 3.09 726.

MEAN IR 0.95 1.50 4.71 6.73 5.10 2.82 667.

STDEV CU 0.14 0.15 0.32 0.22 0.28 0.25 23.

STDEV IR 0.35 0.41 0.63 0.29 0.49 0.46 40.

Sugar Beets

MEAN CU 1.30 1.82 3.80 7.96 6.65 4.44 2.11 861.

MEAN IR 0.84 1.25 3.21 7.71 6.37 4.05 1.68 769.

STDEV CU 0.14 0.14 0.23 0.26 0.35 0.36 0.23 27.

STDEV IR 0.43 0.51 0.65 0.36 0.66 0.66 0.45 46.

Spring Grain

MEAN CU 1.31 3.77 7.60 7.70 1.94 683.

MEAN IR 0.91 3.19 6.92 7.47 1.76 620.

STDEV CU 0.14 0.29 0.47 0.25 0.10 23.

STDEV IR 0.39 0.60 0.88 0.34 0.35 47.

Winter Grain

MEAN CU 0.72 3.76 6.03 7.68 7.31 1.55 827.

MEAN IR 0.35 3.25 5.31 6.95 7.07 1.36 742.

STDEV CU 0.14 0.39 0.47 0.47 0.24 0.08 33.

2.63 Ac/Fr 22 74

2.30

1.57

2.10

2.03

1.56

1.20

2.19

2.52

2.03

2.43

STDEV IR	0.31	0.64	0.81	0.92	0.34	0.35			59.	
<u>Pasture</u>										
MEAN CU		2.61	4.65	5.91	6.33	5.23	3.98	2.52	956.	2.82
MEAN IR		2.12	3.97	5.24	6.11	4.98	3.61	2.09	860.	
STDEV CU		0.27	0.36	0.36	0.21	0.28	0.32	0.27	33.	
STDEV IR		0.54	0.71	0.80	0.32	0.57	0.61	0.48	54.	
<u>Orchard</u>										
MEAN CU		1.74	3.31	6.03	6.99	5.78	4.37	2.28	933.	2.75
MEAN IR		1.28	2.69	5.35	6.76	5.52	3.99	1.86	839.	
STDEV CU		0.18	0.26	0.37	0.23	0.30	0.35	0.24	30.	
STDEV IR		0.46	0.61	0.81	0.34	0.60	0.64	0.46	51.	
<u>Vegetables</u>										
MEAN CU			1.84	4.02	6.33	5.41	3.53		647.	1.97
MEAN IR			1.41	3.56	6.16	5.21	3.25		599.	
STDEV CU			0.14	0.25	0.21	0.29	0.28		21.	
STDEV IR			0.41	0.55	0.27	0.50	0.49		33.	

End of Data Set

SRBA

PARTIAL DECREE 36-02424

Issued on 11-19-2001.

This is not an official copy.

Contact IDWR or the Court for a Certified Copy.

Choose Landscape Orientation when printing.

NAME AND ADDRESS: BARBARA J CARNEY
GARY CARNEY
225 N 1250 W
PAUL, ID 83347

SOURCE: GROUNDWATER

QUANTITY: 3.20 CFS

RIGHTS 36-02424 AND 36-08003 ARE LIMITED TO A COMBINED RATE OF
DIVERSION RATE OF 4.42 CFS, A TOTAL COMBINED ANNUAL DIVERSION
VOLUME OF 1112 AF.

PRIORITY DATE: 03/10/1960

POINT OF DIVERSION: T08S R21E S33 NWSWNW Within Jerome County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	3.20 CFS

PLACE OF USE:	Irrigation	Within Jerome County
---------------	------------	----------------------

T08S R21E S32	NESE 24.0	SESE 15.0
S33	SWNE 40.0	SENE 39.0
	SWNW 40.0	SENW 40.0
	NESW 40.0	NWSW 40.0

278.0 Acres Total

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 190 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON
AND WHEN COMBINED WITH RIGHT 36-08003 TO 278 ACRES.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412(6).

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SRBA

PARTIAL DECREE 36-08003

Issued on 11-20-2001.

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Choose Landscape Orientation when printing.

NAME AND ADDRESS: BARBARA J CARNEY
GARY CARNEY
225 N 1250 W
PAUL, ID 83347

SOURCE: GROUNDWATER

QUANTITY: 1.76 CFS

RIGHTS 36-02424 AND 36-08003 ARE LIMITED TO A COMBINED
DIVERSION RATE OF 4.42 CFS, A TOTAL COMBINED ANNUAL DIVERSION
VOLUME OF 1112 AF.

PRIORITY DATE: 12/08/1981

POINT OF DIVERSION: T08S R21E S33

SWNW Within Jerome County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

Irrigation

04-01 TO 10-31

1.76 CFS

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS
EARLY AS MARCH 15 AND MAY BE CONTINUE TO AS LATE AS NOVEMBER 15,
PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE
OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS REMARK IS
SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR
LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A
PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE:

Irrigation

Within Jerome County

T08S R21E S32

NESE 24.0

SESE 15.0

S33

SWNE 40.0

SENE 39.0

SWNW 40.0

SENW 40.0

NESW 40.0

NWSW 40.0

278.0 Acres Total

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 88 ACRES WITHIN THE
PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON AND
WHEN COMBINED WITH RIGHT 36-02424 IS LIMITED TO 278 ACRES.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412(6).

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REAL ESTATE SALE CONTRACT

1. Purchaser: Horizon Organic Dairy, Idaho Farm, Inc., a Colorado corporation ("Purchaser"), agrees to purchase at a Purchase Price of Three Million Three Hundred Fifty Two Thousand Seven Hundred Thirty Four Dollars (\$3,352,734.00) ("Purchase Price"), upon the terms, covenants, conditions and agreements set forth herein, the "Premises" consisting of the following:

Parcel 1

- (a) the approximately 704.06 acre parcel of land located in Jerome County, Idaho, legally described on Exhibit "A" attached hereto and made a part hereof;
- (b) 640 acres of A & B Irrigation District water, and all other water rights appurtenant thereto;
- (c) the irrigation equipment and other equipment located on the real property, as more particularly described on Exhibit "B" attached hereto; and
- (d) all other rights, easements and interests appurtenant thereto.

Parcel 2

- (e) the approximately 400.00 acre parcel of land located in Jerome County, Idaho, legally described on Exhibit "C" attached hereto and made a part hereof;
- (f) all water rights appurtenant thereto, including, but not limited to, all A & B Irrigation District water rights appurtenant thereto and water rights numbers 36-7408, 36-7560, 36-7603, 36-11050 and 36-12074.
- (g) the irrigation equipment and other equipment located on the real property, as more particularly described on Exhibit "D" attached hereto;
- (h) all other rights, easements and interests appurtenant thereto.

It is understood that the exact legal description of the real property within the Premises will be ascertained by a perimeter survey to be completed and paid for by Purchaser. When the exact legal description has been thus obtained, the parties will substitute that legal description for what is now contained on Exhibits "A" and "C" and the parties shall execute an addendum to that effect at the time of substitution. The parties agree that the legal description of the Premises on Exhibits "A" and "C" are the best now available. Title to the Premises will be conveyed to Purchaser free and clear of any encumbrances, tenancies or other interests other than the Permitted Exceptions (as defined below).

2. Seller: Carney Farms, an Idaho General Partnership, Gary Carney and Paul Carney, Partners; Paul Carney and Polly Carney, Husband and Wife; Lloyd Richins and De Ann Richins, Husband and Wife; and Gary Carney and Barbara Carney, Husband and Wife, hereinafter referred to collectively as "Seller", agrees to:

(a) sell the Premises for the Purchase Price, upon the terms, covenants, conditions and agreements set forth herein, and to convey title thereto to Purchaser by Warranty Deeds, one for each parcel (the "Warranty Deeds"), subject only to the following matters (collectively, "Permitted Exceptions"):

- (i) The lien of general real estate taxes and water assessments which are not due and payable as of the Closing Date (as defined below);

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- (ii) Liens, encumbrances, conditions or restrictions of record imposed by state or local law, such as zoning restrictions, or related to the use of the Premises, such as existing utility easements and, in each case, approved by Purchaser as set forth herein; and
- (iii) Other matters which are approved by Purchaser prior to Closing.

Each warranty deed shall include the conveyance of all water rights appurtenant to the real property conveyed, including, but not limited to, all water rights previously described above.

Notwithstanding anything herein to the contrary, no mortgages, liens, judgments and other encumbrances securing monetary obligations (collectively, "Monetary Encumbrances") shall be deemed to be Permitted Exceptions and any and all Monetary Encumbrances must be satisfied and satisfactorily released of record by Seller as of the Closing Date, as a condition precedent to Closing hereunder.

(b) execute and provide to Purchaser at Closing a good and sufficient Bill of Sale, transferring title to the irrigation equipment included as part of the Premises, free and clear of liens and security interests.

(c) provide, at least fifteen (15) days prior to Closing, to Purchaser properly completed and executed disclosure forms, as required by I.C. 55-2501, et seq, for each of the residences, located on the Premises. If any systems identified on the disclosure forms are identified as not working, defective or absent, Seller shall, at their cost, repair or replace such systems to working condition, prior to Closing.

3. Purchase Price; Adjustments at Closing: The Purchase Price (plus or minus prorations, credits or other adjustments) shall be payable by wire transfer or other immediately available funds on the Closing Date. The Purchase Price shall be allocated between the two parcels as follows:

Parcel 1: Two Million Two Hundred Thirty Seven Thousand Six Hundred Twenty Seven and 35/100 Dollars (\$2,237,627.35).

Parcel 2: One Million One Hundred Fifteen Thousand One Hundred Six and 65/100 Dollars (\$1,115,106.65).

Seller shall allocate the distribution of the Purchase Price among the entities and individuals that comprise the Seller as the Seller shall determine. Seller hereby jointly and severally agrees to indemnify and hold harmless the Purchaser from all liability of whatever kind or nature that may arise from or in any way touch or concern Seller's allocation and distribution of the Purchase Price and/or proceeds of sale.

The final Purchase Price for Parcel 2 shall be adjusted for any acreage differentials determined by perimeter survey of Parcel 2 only. Parcel 2 is understood to contain 400 total acres, 379.57 acres of which are irrigable and 20.43 acres of which are not, with a value of \$2,500.00 per acre for irrigable land. If the survey discloses a difference in the total irrigable acres in Parcel 2 from that assumed under this paragraph, an adjustment to the Purchase Price for Parcel 2 shall be made at Closing to reflect the revised irrigable acreage at \$2,500.00 per irrigable acre. The parties shall execute a memorandum at closing agreeing to the final Purchase Price for Parcel 2, after adjustments are made in accordance with this paragraph ("Memorandum"). For

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the purposes of this paragraph, the term "irrigable" refers to real property with a water right appurtenant to it adequate for irrigating crops customarily grown upon similar real property in Jerome County, Idaho.

4. Closing on Parcel 1 only: Purchaser may, in its sole discretion, determine to close only on Parcel 1 (with or without the executed Agricultural Lease, as defined below), and not on Parcel 2. If Purchaser chooses to close only on Parcel 1, Purchaser shall give written notice to Seller of that decision at least 30 days prior to closing. The Purchase Price for Parcel 1 shall then be the price set forth in Section 3.

5. Title:

(a) Within fifteen (15) days of execution of this Contract by both parties, Purchaser shall order through Land Title and Escrow, Inc., Jerome, Idaho (hereinafter "Land Title") a commitment for an extended coverage owner's policy of title insurance with respect to the Premises (the "Commitment"). The Commitment shall be issued giving the current condition of title to the Premises, together with copies of all documents of record, whereby a good and responsible title insurance company, approved by Purchaser, is bound to issue to Purchaser or its nominee for the full amount of the Purchase Price, an A.L.T.A. Policy - Standard Form B 1992, or a comparable form with extended coverage, if such form is not approved in the state in which the Premises is located, insuring the Premises for the full amount of the Purchase Price, subject only to the Permitted Exceptions ("Title Policy").

(b) From the date of receipt by Purchaser's Legal Department of the (i) Commitment and (ii) Survey (as defined below) provided for in Section 4(c) hereof, whichever occurs last, Purchaser shall have ten (10) business days to examine them. If, in the opinion of Purchaser's Legal Department, the Commitment (and any items shown on the Survey) show good and merchantable title in fee simple in Seller such as the title insurance company will insure as provided herein, subject to Sections 9, 12, 15 or 18, or, as to Parcel 2, Section 4, this transaction shall be closed (the "Closing") at the offices of Land Title, Jerome, Idaho. Seller shall execute and deliver at the Closing the Warranty Deeds prepared by Purchaser conveying the real property and water rights described as part of the Premises free and clear of any and all encumbrances, securities, or restrictions, except Permitted Exceptions. The Warranty Deed(s) shall describe the Premises in conformance with the Survey, if obtained pursuant to Section 4(d). If, within the above title examination period, Purchaser's Legal Department notifies Seller of Purchaser's title objections, or with respect to Parcel 2 only, survey objections, Seller shall have ten (10) days of receipt of notice to remove or otherwise cure (to Purchaser's satisfaction) such objections. If Seller does not remove or otherwise cure (to Purchaser's satisfaction) any item to which Purchaser objects within such ten (10) day period, the Purchaser may, within the next five (5) business days, elect to either close the transaction notwithstanding the objections (with respect to Parcel 1 only or both Parcel 1 and Parcel 2), or Purchaser may terminate this Contract and the Earnest Money deposit shall be returned to Purchaser. Subject to Sections 9, 12, 15 or 18, or, as to Parcel 2, Section 4, the Closing, if any, shall be within five (5) days after the latest to occur of (i) the end of the initial cure period (if all such objections are so removed or cured), (ii) notice of Purchaser's election or (iii) the end of the Inspection Period.

(c) Notwithstanding anything in this Contract to the contrary, if either the Commitment and, with respect to Parcel 2 only, the Survey, is revised/updated after the end of the respective review periods set forth above, but prior to the Closing Date, (i) Purchaser shall have such additional time as may it may reasonably require to review and provide objections pursuant to Section 5(b) above, (ii) any such objections and Seller's responses thereto shall be handled

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consistently with Section 5(b) above and (iii) the Closing Date may, at the election of Purchaser, be postponed consistent with the foregoing.

(d) At Purchaser's expense, Purchaser will obtain a current boundary line survey for the Premises ("Survey"). Any objections by Purchaser to anything shown on the Survey shall be treated as title objections pursuant to Section 4(b) above and handled consistently therewith.

6. 1031 Exchange: The parties acknowledge that Seller may desire the benefits of a tax deferred exchange under Section 1031 of the Internal Revenue Code with respect to this transaction. Purchaser agrees to cooperate with Seller by executing all documents reasonably necessary to allow Seller the benefits they desire under Section 1031. Seller agrees to hold harmless and indemnify Purchaser from all liability, costs and expenses, including attorneys fees incurred for the review of any documents to be executed by Purchaser, arising from Purchaser's cooperation under this paragraph.

7. Earnest Money: Within two (2) business days after both parties execute this Contract, the sum of Fifty Thousand and 00/100 Dollars (\$50,000) (collectively, including any interest accrued thereon, "Earnest Money") shall be deposited by Purchaser, via wire transfer, in an escrow account with Land Title. The Earnest Money shall be applied as a credit towards the Purchase Price at Closing or paid to Purchaser or Seller in accordance with the terms of this Contract. If so directed by Purchaser, Land Title shall invest the Earnest Money in an interest-bearing investment satisfactory to Purchaser and insured by the Federal Deposit Insurance Corporation or other similar governmental insurance programs.

8. Default: In the event this transaction fails to close for any reason other than (i) the fault of Seller (or other failure of Seller to perform the terms set forth in this Contract), or (ii) pursuant to Sections 9, 12, 15 or 18, or, as to Parcel 2, Section 4, the Earnest Money, together with all accrued interest thereon, shall be promptly paid to Seller, and Purchaser shall be thereby released from all liability or obligation hereunder. This shall be Seller's sole remedy for the breach of this Contract by Purchaser. With respect to the failure of this transaction to close as a result of Seller's fault or other failure of Seller to perform the terms set forth in this Contract, Purchaser shall have (i) the right to seek the specific performance of this Contract, (ii) receive the Earnest Money and terminate the Contract, and/or (iii) the right to pursue any other right or remedy which may be available at law, or in equity; provided that if the transaction fails to close pursuant to Sections 9, 12, 15 or 18, or with respect to Parcel 2, Section 4, Purchaser shall have the remedies set forth therein, in addition to any other right or remedy which may be available at law or in equity.

9. Closing: Potential Interim Leases: The Closing shall take place on or before the 1st day of April, 2006 (the "Closing Date"). Purchaser agrees to give Seller at least fifteen (15) days advance notice of the closing date. If the water right transfer described in paragraph 12(a) below has not been completed by April 1, 2006, the parties agree to extensions of the date of closing until such time as the transfer is completed. At the request of Purchaser, closing on Parcel 2 may be deferred until such time as completed water transfers or exchanges have been obtained whereby no water rights appurtenant to Parcel 2 are A & B Irrigation District rights. Between the date of closing on Parcel 1 and the date of closing on Parcel 2, the parties agree to enter into a written lease agreement for Parcel 2 wherein Seller will be Lessor and Purchaser the Lessee. The lease will be a lease agreement, with cash rent of \$10/month payable to the Lessor, except that the term shall be for ten (10) years and wherein Purchaser shall have the right to discharge onto Parcel 2 effluent from its dairy operations at agronomic rates, in accordance with all applicable regulations of the Idaho Department of Agriculture. Lessor shall retain the right to

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farm the real property as Lessor deems fit and shall retain all right to the crops to be grown thereon during the lease term. Lessor shall farm the property in such a way as to fully accommodate Lessee's need to discharge the effluent from its dairy operations in a timely manner. The lease agreement shall terminate upon the closing of the sale transaction for Parcel 2, or as otherwise provided in the lease agreement. Purchaser shall file any necessary water right transfers with the Idaho Department of Water Resources and shall take the lead in negotiating transfers or exchanges with the A & B Irrigation District. The same allocation of expenses and duties of cooperation identified in paragraph 12(a) below shall apply.

10. Farming of Portion of Parcel 1 for 2006; Potential Credit to Purchase Price: For the 2006 farming year, it is agreed that Seller, at the direction of Purchaser, will set aside and not farm 440 acres within Parcel 1 which 440 acre parcel is identified forth more precisely on Exhibit 1 attached hereto. Purchaser shall have the exclusive right to conduct 2006 farming operations on this 440 acre parcel. Within ten (10) days of the date of full execution of this agreement, Purchaser shall pay to Seller the sum of \$250.00 per acre (\$110,000.00) for the right to farm the 440 acre parcel during the 2006 farming year. The payment shall be subject to adjustment at \$250.00 per acre if the irrigated acreage is determined to be more or less than 440 acres as the result of a survey to be paid for by Purchaser. Purchaser shall pay the 2006 assessments of the A & B Irrigation District water rights appurtenant to the 440 acre parcel and any electrical power costs associated with the delivery of irrigation water. Purchaser shall have the exclusive right to determine what farming operations to conduct or whether to farm at all. Purchaser shall have the use of all irrigation equipment owned by Seller now located on the 440 acre parcel. Should the sales transaction for Parcel 1 close prior to April 1, 2006, the \$110,000.00 paid to Seller under this paragraph shall be fully credited to the purchase price at closing. If closing of the purchase transaction for Parcel 1 takes place between April 1, 2006 and October 1, 2006, a credit toward the purchase price of Parcel 1 will be allowed determined by prorating the \$110,000.00 to the date of closing on the basis of a six month farming season, commencing April 1, 2006 and ending October 1, 2006. Purchaser shall be entitled to a credit against the purchase price for Parcel 1 determined by the number of days left in the farming season as of the date of closing, multiplied by \$601.09, which number represents the daily allocation of the \$110,000.00 fee over the 183 day farming season.

11. Representations and Warranties: Seller represents, warrants and covenants to Purchaser that:

(a) To Seller's best knowledge, except as described on Exhibit E, no Substance (as defined below) (1) has been manufactured, treated, deposited, released, or disposed of on or under the Premises; (2) is presently located on or under the Premises, threatens to migrate onto the Premises from an offsite source, or has or is likely to migrate offsite from the Premises; or (3) is required to be eliminated, removed, treated or mitigated by Seller under any Legal Requirements (as defined below);

(b) Seller is not subject to (or to Seller's knowledge, has not been threatened with) any claim, suit, allegation, or otherwise by any person alleging personal injury, diminution in property value or otherwise as a result of any release, deposit, disposal, treatment or migration of any Substances at, on or from the Premises;

(c) Seller owns any and all improvements and all rights, easements and interests appurtenant to the Premises or used in connection therewith;

FINAL

(d) Seller has received no notices of any pending condemnation and, to its knowledge, there are no threatened condemnations with respect to the Premises;

(e) There are not currently, to the best of Seller's knowledge, underground and/or above ground storage tanks (including, but not limited to, tanks used for fuel or heating oil, and/or diesel, gasoline or other motor fuels), located in, on or under or used in connection with the Premises (collectively, "Tanks") except as described on Exhibit E;

(f) Seller has the right and ability to deliver at Closing, sole and exclusive possession of the Premises, free and clear of any parties in possession, except with respect to the Retained Residence Leases (as defined below) and subject to the other provisions of this Contract; and

(g) The water rights appurtenant to the real property are valid as now partially decreed. They have been adequate to conduct all farming operations historically conducted on the Premises; and, there are no proceedings of any kind or nature now pending, or to Seller's knowledge, threatened, which would lead to the diminishment of any water right.

All of the foregoing shall be deemed to be made again, and shall be true and correct in all respects, at and as of the Closing Date.

12. Conditions Precedent to Closing. The Closing by Purchaser of the transactions describe in this Contract is expressly contingent upon the following events having occurred prior to Closing:

(a) Purchaser, with the cooperation of the Seller, having obtained a final, non-appealable order from the Idaho Department of Water Resources approving a water right transfer such that the Purchaser has a sufficient stock water and commercial water right, appurtenant to the real property within the Premises, for the conduct of a dairy operation of approximately 4000 animal units, which shall include no more than 2500 head of milking cows, as defined by relevant ordinances of Jerome County, Idaho, on the Premises, as planned by Purchaser. The transfer proceeding shall transfer a groundwater irrigation water right, currently owned by Seller, appurtenant to other real property owned by Seller to a point of diversion and place of use on the Premises. The transfer shall also seek to change the nature of the use of the water right from irrigation to stock water and commercial. Purchaser shall pay the entire cost of filing and pursuing the water right transfer. Seller agrees to cooperate with Purchaser in such endeavor by providing all useful documentation, affidavits and testimony, as required by Purchaser, and not to oppose the water right transfer in any way. This condition may be waived by Purchaser for purposes of Closing; provided that Seller's obligations under the section shall continue to the extent Purchaser elects to pursue such non-appealable order subsequent to Closing.

(b) Execution by Seller of a lease agreement substantially similar in form and substance to the Agricultural Lease Agreement attached hereto as Exhibit F ("Agricultural Lease").

(c) With respect to Parcel 2, exchanges and transfers of water rights shall have been completed whereby Parcel 2 will not have A & B water rights appurtenant to any portion of Parcel 2, but will retain the same number of irrigable acres as now constituted, by exchanging A & B rights now appurtenant to Parcel 2 for groundwater rights now owned by Seller on other real property contiguous to the easterly boundary of Parcel 2. Purchaser, with the cooperation of Seller as described in subparagraph (a) above, shall take the lead with A & B Irrigation District,

FINAL

and with transfers for groundwater rights with the Idaho Department of Water Resources, necessary to accomplish the exchange and transfers. The cost of obtaining the exchange and transfers shall be paid by Purchaser. The parties agree that the value of a groundwater right per acre is equivalent to the value of an A & B Irrigation water right per acre.

13. Reservation of Possession: Seller shall retain the use and occupancy after Closing of those certain residences within the Premises identified on Exhibit G ("Retained Residences"). Seller agrees to vacate and provide full possession to the Seller of the Retained Residences no later than the second anniversary of the date of Closing. During the time that Seller occupies any Retained Residence after Closing, the relationship of the parties shall be solely that of Landlord and Tenant, in accordance with a residential lease agreement for each Retained Residence, substantially similar in form and substance to the Lease attached hereto as Exhibit H, which the parties shall execute at Closing ("Retained Residence Lease"). The parties, prior to closing, shall negotiate reasonable rentals to be paid by Seller during the term of each residential lease with reference to existing rental rates paid for similar residence in the area of eastern Jerome County.

14. Contingent Reimbursement: The parties recognize that the Purchaser has engaged in organic dairy and farming operations for many years in the vicinity of the Premises. Purchaser currently leases other real property from Seller in connection with its organic dairy and farming operations. Transition costs are incurred by farmers when converting farm ground to allow it to be certified for growing organic crops. In the period between the execution of this Contract and Closing, Seller agrees to abide the directives of the Purchaser for the transition of farm ground within the Premises to certified organic production. Seller hereby grants to Purchaser a license to come onto the real property of Seller for the purposes of inspecting and determining compliance of the Seller with Purchaser's organic crop production requirements. Purchaser agrees to negotiate with Seller to reimburse Seller their reasonable transition costs thus incurred if the transactions described in this Contract fail to close.

15. Condemnation and Casualty: If, prior to Closing, all or any material part of the Premises and/or any access roads, curb cuts and/or driveways directly servicing the Premises are destroyed or are taken by eminent domain/condemnation, Purchaser shall have the right to terminate this Contract as to both Parcels (or at Purchaser's election, Parcel 2 only, to the extent Parcel 2 is the parcel so affected) and to recover all Earnest Money (and accrued interest thereon) within five (5) days after receipt of written notice of such occurrence from Seller. For purposes of this Section 14, the term "material" shall mean that the cost to repair and restore any damage caused by such condemnation or casualty is greater than \$10,000. In the event of a casualty or condemnation proceeding, if Purchaser elects to close the subject transaction, Purchaser shall be credited with or be assigned Seller's right to any insurance or condemnation proceeds therefrom and in such event, the Purchase Price shall remain unaffected. Seller hereby agrees to give Purchaser written notice with respect to any such damage to the Premises or condemnation proceedings within seventy-two (72) hours of Seller's receipt of any notice of such damage or of the institution of such condemnation proceedings. If Purchaser elects to so terminate this Contract as to both Parcels (or at Purchaser's election, Parcel 2 only, to the extent Parcel 2 is the parcel so affected), as to such Parcel(s) this Contract shall become null and void and of no further force and effect, and all Earnest Money shall be returned promptly to Purchaser.

16. Easements; Pipelines; Fences; Shared Wells: The parties, prior to closing, agree to meet and implement a plan whereby each of the parties may be assured the efficient delivery of irrigation water to the Premises, and to other real property adjacent thereto, the ownership of which is retained by Seller. Other circumstances exist whereby pumps and wells may be located on the property of one of the parties which will serve part of the property purchased as well as

FINAL

property which Seller retains the ownership of. The parties recognize that the Premises is part of a much larger farm owned by Seller, and that this transaction will necessitate modifying existing irrigation water delivery systems, including pipelines, and potentially, the granting of easements from each of the parties to the other to achieve the objective that each of the parties will have its own, fully functional irrigation water delivery system, including access to pumps, wells, pipelines and other similar appurtenances located on the real property of the other. Reasonable allocation of repair, maintenance and operating costs of any shared appurtenances shall be agreed to. Should either party desire a boundary fence to be erected between any portion of the real property being purchased and any real property being retained by Seller, that party shall give reasonable written notice to the other, whereupon the parties shall construct a lawful boundary fence, as defined by Idaho statute, with the cost of labor and materials to be shared equally. The parties agree to execute at closing any Easement Agreement or similar document reasonably necessary to carry into effect the provisions of this paragraph.

The parties acknowledge that there are three pumps immediately east of the west boundary of Parcel 1. The pumps primarily serve other real property of the Seller to the west of Parcel 1. These pumps, and approximately ½ acre surrounding the same, will be excluded from Parcel 1 in the survey that is to be completed by Purchaser. Pursuant to this paragraph, Seller agrees to negotiate with Purchaser a shared pump agreement or other arrangement acceptable to A & B Irrigation District whereby the use of the pumps, and ingress and egress thereto, together with appropriate cost sharing, will be granted Purchaser to assure Purchaser the ability to properly irrigate.

The parties also agree to negotiate a shared well and easement agreement for the well near 1450 road on the east side of Parcel 2.

17. Closing Documents: The Closing shall be conducted on the Closing Date or such earlier date as may be mutually acceptable to Seller and Purchaser at the offices of Escrowee.

- (a) On the Closing Date, Seller shall deliver to Purchaser:
 - (i) the Warranty Deeds which shall also convey all water rights appurtenant to the real property within the Premises;
 - (ii) the Bills of Sale;
 - (iii) fully executed Memorandum;
 - (iv) transfer of ownership forms for groundwater rights appurtenant to the real property within the Premises;
 - (v) Affidavits of Title;
 - (vi) sole and exclusive possession of the Premises, except with respect to the Retained Residences and any other real property within the Premises for which possession has been retained by Seller under other provisions of this Agreement;
 - (vii) fully executed Retained Residence Leases with respect to the Retained Residences;
 - (viii) fully executed Agricultural Leases;
 - (ix) delivery of satisfactory recordable releases of all Monetary Encumbrances; and
 - (x) any and all other customary or necessary documents necessary or useful to close the transaction, including any other documents referenced therein.

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(b) On the Closing Date, Purchaser shall deliver to Seller:

- (i) The Purchase Price, by cashier's or certified check or wire transfer;
- (ii) fully executed Memorandum;
- (iii) fully executed Retained Residence Leases with respect to the Retained Residences;
- (iv) fully executed Agricultural Lease; and
- (v) any and all other customary purchaser's documents and other documents referenced herein.

18. Scope of Inspection: As-Is, Where-Is:

(a) Within five (5) days after the execution here of, Seller shall, at Seller's sole cost and expense, deliver to Purchaser copies of: (i) any engineering or environmental studies or reports (including any tank pull or tank closure reports, tank tightness and other test results and any filings with applicable governmental authorities in connection therewith), (ii) surveys and/or title policies or commitments and (iii) any plans and specifications for the improvements on the Premises, in each case, in Seller's possession and readily available. In addition, Seller shall identify all current and former Tanks, including the date of installation (and if applicable, removal/closure and receipt of "no further action" letter), date of most recent testing (and whether such Tanks passed), any updates/repairs performed with respect thereto, type of Substances stored therein, the existence of any releases therefrom (or the related piping and other related equipment) and whether the foregoing complies with all Legal Requirements.

(b) The Seller agrees that, beginning on the execution hereof by both parties and continuing until 60 days thereafter (the "Inspection Period"), Purchaser may conduct such inspections and audits as Purchaser may reasonably desire, including, without limitation, engineering and economic feasibility studies and any environmental testing or studies with respect to compliance with any federal, state or local laws, regulations or codes, including, but not limited to, any of the foregoing applicable to environmental compliance, enforcement or regulation (collectively, "Legal Requirements") and/or with respect to the presence, either now or in the past, of any hazardous substances, toxic substance, hazardous material, or regulated substance (or any similarly defined term under any such Legal Requirements), including, but not limited to, asbestos (or asbestos containing materials), petroleum or petroleum hydrocarbons, or by-products thereof or MTBE or other additives thereto (collectively, "Substances") at, on or under the Premises (or migrated on or from the Premises).

(c) Notwithstanding anything in this Contract to the contrary, Purchaser may notify Seller in writing on or before the expiration of the Inspection Period that Purchaser, for any reason whatsoever, does not desire to consummate this Contract and in such event, Purchaser shall have the right to terminate this Contract as to both Parcels (or at Purchaser's election, Parcel 2 only, to the extent Parcel 2 is the parcel so affected) and to recover all Earnest Money (and accrued interest thereon) and the parties hereto shall have no further obligations one to the other hereunder (or with respect to Parcel 2, if the Contract is terminated as to Parcel 2 only); provided that if there exists any environmental impact of any Substance as a result of the existence or use of any (or prior removal of any former) Tank(s) then, on or prior to Closing and as a condition of Closing, Seller shall, at its expense, cause the following to be completed: (i) all such currently existing Tanks shall have been tested in accordance with applicable Legal Requirements (and any required repairs performed) and (ii) any and all contamination (of any kind) in, on or under the Premises connected with such Tanks (or the removal/closure thereof) shall have been remediated, and "no further action" letters obtained from the applicable governmental authority, all in

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accordance with applicable Legal Requirements. If contamination shall exist which can not be fully remediated as set forth above, prior to Closing, Purchaser may, at its option, elect to proceed to Closing; provided that, Seller shall remain obligated to complete the foregoing after the Closing Date and, in connection therewith, at the Closing, Seller will execute an access agreement in a form reasonably satisfactory to Purchaser, which will contain, among other things, provisions for indemnification and insurance ("Access Agreement").

(d) If Purchaser proceeds to Closing, Purchaser understands that, except with respect to (i) representations and warranties of title set forth in the Warranty Deed, (ii) representations and warranties and obligations contained elsewhere herein, (iii) the reservation set forth below and (iv) the indemnity below, all of which shall survive the Closing, Purchaser is purchasing the Premises in their present condition and state of repair on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis. Notwithstanding anything herein to the contrary, the parties agree that, in addition to the rights set forth herein, Purchaser does not release or waive, and expressly reserves, any and all rights of Purchaser to seek recovery from any person or entity (other than Seller and any person related to Seller, except as otherwise permitted herein) relating to any Claims (as defined below) arising from the presence of any Substances on the Premises.

19. Indemnity. Seller shall indemnify, defend and hold Purchaser and any affiliate, parent or subsidiary of Purchaser, and any officer, director, employee, agent, successor or assigns of any of the foregoing (collectively, "Indemnitees") harmless from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' and consultants' fees), fines and damages for injury to persons (including death) or damage to property (collectively, "Claims") arising out of, resulting from or in connection with (i) any deposit, existence or release of any Substances in, on, under or migrating to or from the Premises or violation of any Legal Requirements with respect thereto, in each case *accruing on or prior to the Closing Date*, (ii) any claim of any third person or entity, whenever asserted, actually or allegedly arising out of, resulting from or in connection with any Substances which existed, in, on, under or migrating from the Premises *on or prior to the Closing Date*, (iii) the breach or inaccuracy of any representation, warranty or covenant set forth in this Contract; or (iv) the failure of Seller to fully comply with the terms of this Contract. Purchaser shall indemnify Seller from the matters set forth in (i) and (ii) to the extent such matters accrue after the Closing Date, and will also indemnify Seller from all liability from a breach by Purchaser of any representation, warranty, or covenant made by it in this Contract.

These Indemnities shall survive the sale or other conveyance of the Premises hereunder, for a period of 5 years after the Closing Date.

20. Expenses. Seller shall be responsible for the payment of (a) all expenses associated with releases of unpermitted title exceptions, (b) 50% of all escrow and Closing costs; and (c) the title insurance premium for a standard owner's policy if title insurance. Purchaser shall be responsible for the payment of: (a) all costs associated with its pre-Closing investigations, (b) all costs of the Survey, (c) the premium for the title insurance policy attributable to the additional amount required for extended coverage over standard owner coverage and (d) 50% of all escrow and closing fees. Seller and Purchaser shall each pay the fees and expenses of their respective legal counsel. All current ad valorem taxes shall be prorated as of the Closing Date. Except as otherwise set forth in Section 10, Seller shall pay all A & B Irrigation District assessments and the assessments of the North Snake Groundwater District for the year of Closing and prior years, unless purchaser farms the real property for the majority of the farming year in which closing takes place, in which case purchaser shall pay the A & B Irrigation District assessments for that year.

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21 Notices: All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "overnight" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to Seller and Purchaser as follows, or sent by facsimile:

If to Seller:

Paul Carney
~~400 North 1550 West~~
 Paul, Idaho 83347

BC- PC- H.Q.
 291 S. 2800 E.

If to Purchaser:

Horizon Organic Dairy, Idaho Farm, Inc., an Idaho Corporation
 c/o Southern Asset Service Corporation
 Att: Harold H. Ginsburg
 2610 Fairmount
 Dallas, Texas 75201
 Fax 214-871-2023

with a copy to:

c/o Dean Foods Company
 2515 McKinney Avenue, Suite 1200
 Dallas, TX 75201
 Attn: Legal Department
 Fax: (214) 303-3896

and a copy to:

Robert E. Williams, AAL
 Fredericksen, Williams, Meservy and Lothspeich LLP
 P.O. Box 168
 Jerome, Idaho 83338

22. Successors and Assigns: This Contract shall inure to the benefit of and shall be binding upon Purchaser and Seller, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives. All right, title, and interest of Purchaser under this Contract may be assigned by Purchaser without the consent of Seller.

23. Brokerage: Seller represents and warrants to Purchaser that Seller has dealt with no broker with respect to this transaction, except for Robert Jones Realty. Seller agrees to pay a commission on this transaction equal to 2% of the purchase price to Robert Jones Realty.. Seller shall be solely responsible for the payment of any brokerage commission, which may be owed to such broker. Purchaser represents and warrants to Seller that Purchaser has dealt with no broker with respect to this transaction, except for Southern Asset Service Corporation, and Purchaser shall be solely responsible for the payment thereto of any broker commission, pursuant to a separate agreement, at Closing but only if and when Closing occurs, but not otherwise. Except for the foregoing, Seller and Purchaser covenant to pay, hold harmless and indemnify each other from and against any and all cost (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any broker or other agent with respect to this transaction.

24. Entire Contract: This Contract merges all prior negotiations (including any similar contracts previously submitted by Purchaser to Seller for signature and are now, by the execution hereof, revoked), and understandings between the parties and constitutes their entire agreement.

REAL ESTATE SALE CONTRACT - 11

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25. Attorneys Fees on Default: In the event it becomes necessary for either party hereto to file a suit to enforce this Contract or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred by such prevailing party in such suit.

26. Time is of the Essence: The parties hereto acknowledge and agree that time is, and shall be, the essence of each and every term and condition contained herein.

27. Additional Documents: The parties agree to execute such other, further and additional documents as may be required to carry into effect the terms and conditions of this agreement.

28. Applicable Law: This agreement shall be subject to and governed by the laws of the State of Idaho.

29. Counterparts: This agreement may be signed in counterparts.

EXECUTED by Seller this 27 day of September, 2005.

CARNEY FARMS, an Idaho General Partnership

Gary Carney Partner Paul Carney
GARY CARNEY, Partner PAUL CARNEY, Partner

Paul Carney Polly Carney
PAUL CARNEY POLLY CARNEY

Lloyd Richins De Ann Richins
LLOYD RICHINS DE ANN RICHINS

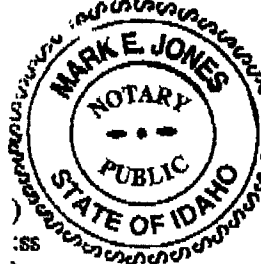
Gary Carney Barbara Carney
GARY CARNEY BARBARA CARNEY

FINAL

STATE OF IDAHO)
)
 County of Jerome)
 :ss

On this 27 day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared GARY CARNEY, known or identified to me to be a partner in CARNEY FARMS, an Idaho general partnership, the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.

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

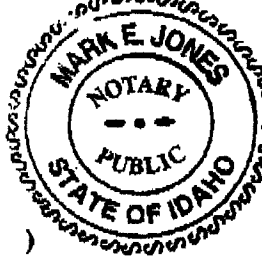


Mark E. Jones
 NOTARY PUBLIC for Idaho
 Residing at: TWIN FALLS
 Commission Expires: 12-01-06

STATE OF IDAHO)
)
 County of Jerome)
 :ss

On this 27 day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared PAUL CARNEY, known or identified to me to be a partner in CARNEY FARMS, an Idaho general partnership, the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.

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



Mark E. Jones
 NOTARY PUBLIC for Idaho
 Residing at: TWIN FALLS
 Commission Expires: 12-01-06

STATE OF IDAHO)
)
 County of Jerome)
 :ss

On this 27 day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared PAUL CARNEY and POLLY CARNEY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Mark E. Jones
 NOTARY PUBLIC for Idaho
 Residing at: TWIN FALLS

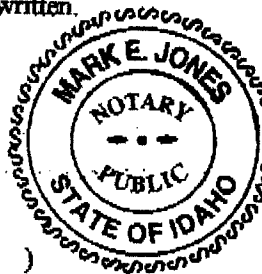
FINAL

Commission Expires: 12-01-06

STATE OF IDAHO)
County of Jerome) ss

On this 27 day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared LLOYD RICHINS and DE ANN RICHINS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

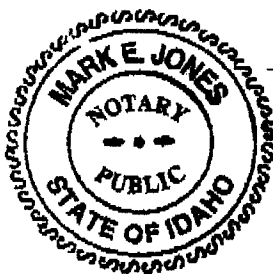


NOTARY PUBLIC for Idaho
Residing at: Twin Falls
Commission Expires: 12-01-06

STATE OF IDAHO)
County of Jerome)

On this 27 day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared GARY CARNEY and BARBARA CARNEY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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




 NOTARY PUBLIC for Idaho
 Residing at: Twin Falls
 Commission Expires: 12-01-08

FINAL

EXECUTED by Purchaser this 28th day of September, 2005.

HORIZON ORGANIC DAIRY, IDAHO FARM, INC., a Colorado corporation

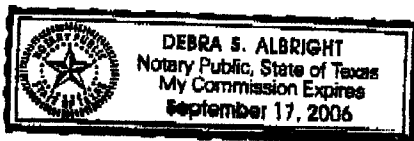
By: Edward HermanName: Edward HermanTitle: Authorized Signatory

STATE OF TEXAS)

County of Dallas)

On this 28th day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared Edward Herman, known or identified to me to be the Authorized Signatory of HORIZON ORGANIC DAIRY, IDAHO FARM, INC., a Colorado corporation, the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Debra S. Albright
NOTARY PUBLIC for TexasResiding at: DallasCommission Expires: 9/17/06

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EXHIBIT A

LEGAL DESCRIPTION (Parcel A)

EXHIBIT B

DESCRIPTION OF EQUIPMENT (Parcel A)

EXHIBIT C

LEGAL DESCRIPTION (Parcel B)

EXHIBIT D

DESCRIPTION OF EQUIPMENT (Parcel B)

EXHIBIT E

LIST OF TANKS; DESCRIPTION OF CONDITION and ENVIRONMENTAL IMPACT

EXHIBIT F

FORM OF AGRICULTURAL LEASE

EXHIBIT G

LIST OF RETAINED RESIDENCES

EXHIBIT H

FORM OF RETAINED RESIDENCES LEASE

EXHIBIT I

FARMING PARCEL LEGAL DESCRIPTION

EXHIBIT A

- TOWNSHIP 8 SOUTH, RANGE 21 EAST, BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 34:

TRACT A

TRACT B

TRACT C, excluding that portion North of the existing A & B drainage ditch

TRACT D

- * TOWNSHIP 9 SOUTH, RANGE 21 EAST, BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 3:

TRACT A

TAX B OF TRACT B

TRACT C

TRACT D

TRACT E

EXHIBIT B

- 25 Hand Lines approximately $\frac{1}{4}$ mile each
- 6 Short Wheel Lines

Note: There will be one wheel line or one hand line for each 20 acres with associated pumps and motors.

EXHIBIT C

Approximately 400 acres within TOWNSHIP 9 SOUTH, RANGE 21 EAST, BOISE
MERIDIAN, SECTION 2, the exact boundaries of which will be determined by survey.

FIRST ADDENDUM TO REAL ESTATE SALE CONTRACT

THIS FIRST ADDENDUM TO REAL ESTATE SALE CONTRACT is made and entered into this 15 day of December, 2005, by and between **CARNEY FARMS**, an Idaho general partnership, **GARY CARNEY** and **PAUL CARNEY**, partners; **PAUL CARNEY** and **POLLY CARNEY**, husband and wife; **LLOYD RICHENS** and **DE ANN RICHENS**, husband and wife, and **GARY CARNEY** and **BARBARA CARNEY**, husband and wife, hereinafter collectively referred to as "Seller" and **HORIZON ORGANIC DAIRY - IDAHO FARM, INC.**, a Colorado corporation, hereinafter referred to as "Purchaser."

RECITALS

- A. The parties have entered into a Real Estate Sale Contract which document was executed by the Seller on September 27, 2005.
- B. Under Paragraph 12(a) of the Real Estate Sale Contract, the parties agreed that the parties would cooperate in a water transfer proceeding with the Idaho Department of Water Resources whereby adequate water for a herd of 4000 animal units with no more than 2500 milking cows would be established on real property identified in the Real Estate Sale Contract. The transfer would utilize existing water rights owned by the Seller, from real property other than the real property sold under the previously referenced Contract.
- C. The parties have now identified the irrigation water rights to be transferred and the real property from which the water rights will be transferred.
- D. The parties now wish to agree, by Addendum to the Real Estate Sale Contract, on the matters set forth in the previous recitals.

IT IS THEREFORE AGREED in consideration of these recitals, the promises hereafter contained, and in further consideration of the promises and covenants contained in the Real Estate Sale Contract identified in Recital A above as follows:

- 1. **IDENTIFICATION OF WATER RIGHT.** The water right to be transferred pursuant to the transfer identified in the Real Estate Sale Contract is Water Right No. 36-15710. The present place of use for that water right, which will no longer be irrigated as reflected in the Application For Transfer, consists of 54 acres in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 32, Township 8 South, Range 21 EBM, and corners of the pivot in the S $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$, Section 33, Township 8 South, Range 21 EBM, all in Jerome County, Idaho.
- 2. **QUANTITY OF WATER SUBJECT TO TRANSFER.** It has been determined that 152.3 acre feet per year of water will be necessary to accomplish the purposes set forth in Paragraph 12(a) of the Real Estate Sale Contract previously referred to.
- 3. **COUNTERPARTS.** This First Addendum to Real Estate Sale Contract may be signed in counterparts.

"SELLER"

CARNEY FARMS, an Idaho General Partnership


GARY CARNEY, Partner


PAUL CARNEY, Partner


PAUL CARNEY


POLLY CARNEY


LLOYD RICHINS

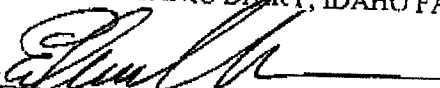

DE ANN RICHINS


GARY CARNEY


BARBARA CARNEY

"BUYER"

HORIZON ORGANIC DAIRY, IDAHO FARM, INC., a Colorado corporation

By: 

Name: Edward HERMAN

Title: Authorized Signatory