

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-8702A
Date Received: 3/15/1990
Receipt No: C015633
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s): NIMAN MC CONNELL LLC
16821 PURPLE SAGE RD
CALDWELL ID USA 83607

Phone: (208) 459-1113

2. Date of Priority: 04/18/1975

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	03W	32	SW NE NW	CANYON	

5. Description of diverting works:

WELL,132'DEPTH,12"CAS.,15HP PUMP TO POND,50HP PUMP TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.68	643.5
COMMERCIAL	6/01	8/31	0.15	27.3

7. Total Quantity Appropriated is:
0.68 C.F.S. and/or 670.8 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	03W	32	NE NW		IRRIGATION	37
			NW NW		IRRIGATION	29
			NW NW		COMMERCIAL	
					Section Acres	66
					Total Acres	66

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

Ownership changed by DB 12/3/2001

CLAIMANT HAS CLAIMED A PORTION OF THE ORIGINAL LICENSE THAT IS BEING USED AT THE PRESENT AS SHOWN HERE. THE REMAINDER OF THE P/U ORIGINALLY LICENSED HAS BEEN SOLD TO CLYDE MARCHBANKS.
STOCKWATER IS INCIDENTAL TO THE IRRIGATION ON THIS RIGHT.

15. Basis of Claim: License

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

DEC 28 2008

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right No(s).: 63-08702 (portion) & 63-11275 (entire right)

Adjudication Claim No(s).: A63-08702A

2. The following **REQUIRED** information must be submitted with this form:

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant

SST Land & Cattle Co., Inc.

30360 Fern Ln. Wilder, Id. 83676

4. New Owner/Claimant(s)

Niman McConnell LLC

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

16821 Purple Sage Rd.

City, State and ZIP Code

Caldwell, Idaho 83607

New Telephone Number

(208) 459-1113

5. Date you acquired the property

7/31/2000

6. **Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.**

(sixty six)

Number of acres you irrigate with this water right 66 Number and type of stock Cattle 3000hd to

Diversion rate in CFS 1.48 Number of homes you acquired 2 Other uses 5,000 hd, commercial - industrial irrigation, stock water

7. Signature of New Owner(s) or Claimant(s)

[Signature]

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

\$25 W027255 12/28/00 -fl

AGREEMENT
TO
PURCHASE AND SELL REAL PROPERTY

THIS AGREEMENT TO PURCHASE AND SELL REAL PROPERTY is made and entered into as of the 31st day of July, 2000, by and between **S S I Foods, Inc.**, an Oregon corporation, 999 Main Street, P. O. Box 27, Boise, Idaho 83707 ("Seller") and, **Niman-McConnell, LLC**, 1025 East 12th Street, Oakland, California 94606 ("Buyer").

In consideration of the mutual covenants set forth in this Agreement, the parties hereto do hereby agree as follows:

1. **Agreement to Sell and to Purchase.** Seller agrees to sell, convey and assign to Buyer, and Buyer agrees to purchase and take from Seller, on the terms and conditions herein set forth, all of Seller's right, title and interest in and to approximately 80 acres of real property, together with improvements, appurtenances, all water and water rights, including, but not limited to, surface, groundwater and storage rights, ditches and ditch rights, mineral rights, easements and any other rights and interests associated therewith located in Canyon County, Idaho (the "Property"), legally described as:

All of the North One-half of the Northwest Quarter of Section 32,
Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho

2. **Escrow Agent.** Contemporaneously with the execution and delivery of this Agreement, or as soon thereafter as is practicable, the parties shall establish an escrow (hereinafter referred to as the "escrow") with Pioneer Title Company of Canyon County, 100 10th Ave South, Nampa, Idaho as Escrow Agent (hereinafter referred to as "Escrow Agent") on terms and conditions consistent with the provisions of this Agreement.

3. **Purchase Price.** The purchase price for the Property shall be Five Hundred Seventy Five Thousand Dollars (\$575,000.00) payable as follows:

A. The sum of \$115,000 down, payable at Closing.

B. The balance of \$460,000.00 shall be evidenced by a Promissory Note ("Note") with a Ten (10) year term executed by Buyer and payable to Seller. The Note shall accrue interest from and after the Close of Escrow at an interest rate of 8% per annum interest. Interest only in the amount of

\$3,066.67 shall be payable monthly beginning on September 1, 2000 and every month thereafter for a period of 36 months until September 1, 2003, at which time Buyer shall make monthly payments of \$3,847.62 each, including interest, and a like sum, including interest, on the 1st day of each and every month thereafter until September 1, 2010, at which time the entire unpaid balance of principal and interest shall be paid in full.

C. The Note shall be secured by a Mortgage upon the Property in a form acceptable to Seller.

4. **Close of Escrow.** Close of escrow ("Close of Escrow") shall be on or before July 31, 2000, at the office of Escrow Agent, or at such other place as the parties may agree in writing.

5. **Title.** Seller shall deliver or cause to be delivered to Buyer, not more than five (5) days following mutual acceptance of this Agreement, a preliminary title report and title commitment for a standard owner's title insurance policy issued by Pioneer Title Company of Canyon County. It is understood that title shall be deemed satisfactory if Buyer does not object in writing to the condition of title prior to closing.

6. **Taxes.** Real estate and personal property taxes and any and all assessments, including any water assessments, shall be prorated as of the Close of Escrow. Any taxes, water or special district assessments or other charges for 2000 and previous years shall be paid in full by Seller at or before Closing.

7. **Provisions With Respect to Close of Escrow.**

A. At the Close of Escrow, the following documents, instruments and other materials (Seller's closing documents) will be furnished and delivered by Seller to Buyer. Seller shall pay one-half (1/2) of the escrow fees and charges:

(i) A standard coverage owner's title policy covering the real property issued by Pioneer Title Company of Canyon County in the amount of \$575,000.00, insuring good and marketable title to the real property in Buyer, subject to the exceptions set forth herein in Paragraph (ii) which do not render title unmarketable;

(ii) A Bargain and Sale Deed conveying Seller's right, title and interest in and to the real property and its appurtenances to Buyer, subject to taxes and assessments for the current year and thereafter, setbacks and zoning regulations, rules, regulations and laws affecting and governing the real property, any state of facts which an accurate survey may disclose, reservations, rights-of-

way, easements and other matters of record which do not render title unmarketable.

(iii) Such other instruments consistent with the terms of this Agreement which may be necessary to the consummation of the sale.

B. At the Close of Escrow, Buyer will deliver to Seller, through the escrow, the funds required to be paid at the close of escrow as provided in this Agreement. Buyer will pay one-half (1/2) of the escrow fees and charges.

8. **Possession.** Buyer acknowledges that the Property is currently under lease to a third party, namely, Mackenzie Ranch. Buyer agrees to abide by the terms of such lease during its existence. Notice to terminate the lease was given by Seller to the Lessee on June 22, 2000 as provided for in the lease agreement.

9. **Environmental Matters.** Property is being sold "AS-IS," subject to the following:

A. Seller has not made and does not make any representations or warranties as to the physical condition, suitability, income, expense, operation or any other matter or thing affecting or relating to the Property, except as herein specifically set forth. Buyer expressly acknowledges that Buyer has physically inspected the Property and has made a full and independent investigation of all of the factors pertaining to the Property which Buyer wishes to investigate. Buyer desires to acquire the Property on the basis of such physical inspection and investigation. Buyer is aware that fertilizers, pesticides, herbicides and other chemicals normally used in agricultural operations may have been used on the Property in the past.

B. Notwithstanding any other provision of this Agreement to the contrary, Seller represents and warrants that, to the best of Seller's knowledge, for the period of Seller's ownership, no part of the Property has been used for a landfill, dump or toxic or other waste disposal site. Seller is not aware of any underground storage tanks on the Property. Seller also represents and warrants that it has not received, nor is it aware of, any pending claim or notice of any environmental, building or zoning violation concerning the Property which has not been or will not be remedied prior to Close of Escrow.

10. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

11. **Additional Acts and Documents.** Each party hereto agrees to do all such things and take all such action, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purposes of this Agreement, either before, at, or after closing.

12. **Authority.** Each of the parties hereto represents and warrants to the other that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation of each such party.

13. **Disputes.** The parties agree that in the event of any claims, controversies and disputes, whether they be statutory, contract or in tort, which relate to the interpretation or breach of this Agreement, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys fees, costs, cost of investigations and other related expenses incurred in connection therewith, in addition to any other available remedies.

14. **Notices.** All notices, requests and other communications hereunder shall be deemed to have been given four (4) days after deposit in the United States mail in a sealed envelope, postage prepaid, registered or certified mail (or if personal delivery, at the time of delivery), and addressed as follows:

Seller: SSI Foods, Inc
P.O. Box 27
Boise, Idaho 83707
Attn: Ronald N. Graves

Buyer: Niman McConnell, LLC
1025 East 12th Street
Oakland, California 94606

It is agreed that either party may hereafter change the address to which notice may be sent, upon written notice sent to the other at the address above designated, or subsequently designated in accordance herewith.

15. **Complete Agreement.** No verbal statements or conversations between the parties hereto or their representatives, whether the same shall have been implied or direct, occurring either before or after the execution of this Agreement, shall be construed as having any bearing or effect upon this Agreement or any portion thereof, it being understood that this written Agreement evidences the complete agreement between the parties hereto. Specifically, the parties agree that this Agreement shall supersede all prior

contracts, agreements and arrangements between the parties concerning the sale of the subject property. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

16. **Captions.** Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provision hereof, and shall not be deemed relevant in construing this Agreement.

17. **Amendment and Waiver.** The parties may, by mutual agreement in writing, signed by each party, amend this Agreement in any respect. Each party hereto may insofar as it is entitled to the rights and benefits of this Agreement:

A. Extend the time for the performance of any of the obligations of the other.

B. Waive any representations by the other contained in this Agreement and performance of any obligations by the other.

C. Waive compliance by the other with any of the covenants contained in this Agreement.

D. Waive the fulfillment of any condition that is precedent to the performance, by the party so waiving, of any of its obligations under this Agreement.

Such extension or waiver shall in no way otherwise affect either party's right to enforcement of the provisions contained in this Agreement nor shall any extension or waiver be held to be an extension of time or a waiver of any prior or subsequent breach of any obligation under this Agreement.

18. **Exhibits.** Any and all exhibits referred to herein are incorporated in this agreement as if set forth at length herein.

19. **Time of the Essence.** Time is of the essence of each and every term, provision, covenant and obligation of the parties under this Agreement.

20. **Governing Law.** This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Idaho.

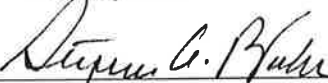
21. **Interpretations, Survival of Warranties.** To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa; and (b) references to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, trusts and all other entities. All warranties, covenants, and representations of the parties herein shall survive the closing and be fully enforceable thereafter.

22. **Telefacsimile Transmittal, Counterparts.** This Agreement may be transmitted by telefacsimile and executed by means of telefacsimile counterparts, which shall be effective upon receipt. Seller's telefacsimile numbers are: Boise, Idaho -- (208) 389-7464 or (208) 389-7515. Buyer's telefacsimile number is: Oakland, California -- (510) 808-0339.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

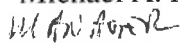
SELLER:

SSI FOODS, INC.

By 
Its Vice President

BUYER:

NIMAN-McCONNELL, LLC

By 
Michael A. McConnell
Its 

BARGAIN AND SALE DEED

FOR VALUE RECEIVED, SSI FOODS, INC., an Oregon corporation, as Grantor, does hereby bargain, sell and convey unto NIMAN-McCONNELL, LLC, as Grantee, whose current address is 1025 East 12th Street, Oakland, California 94606, all that certain real property located in Canyon County, Idaho and as more particularly described on Exhibit A attached hereto and made a part hereof by this reference.

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its Vice President, and its corporate seal to be affixed by its Secretary, this 21st day of July, 2000.

SSI FOODS, INC.

By: Stephen A. Beebe
Its Vice President

ATTEST:

By: Ramon Graham
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of July, 2000, before me, a Notary Public in and for said State, personally appeared STEPHEN A. BEEBE and RONALD N. GRAVES, the Vice President and Secretary, respectively, of the corporation that executed the foregoing 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 affixed my official seal the day and year in this certificate first above written.

R. Scott Fusley
Notary Public for Idaho
Residing at Boise, Idaho

My commission expires: 5-13-2003

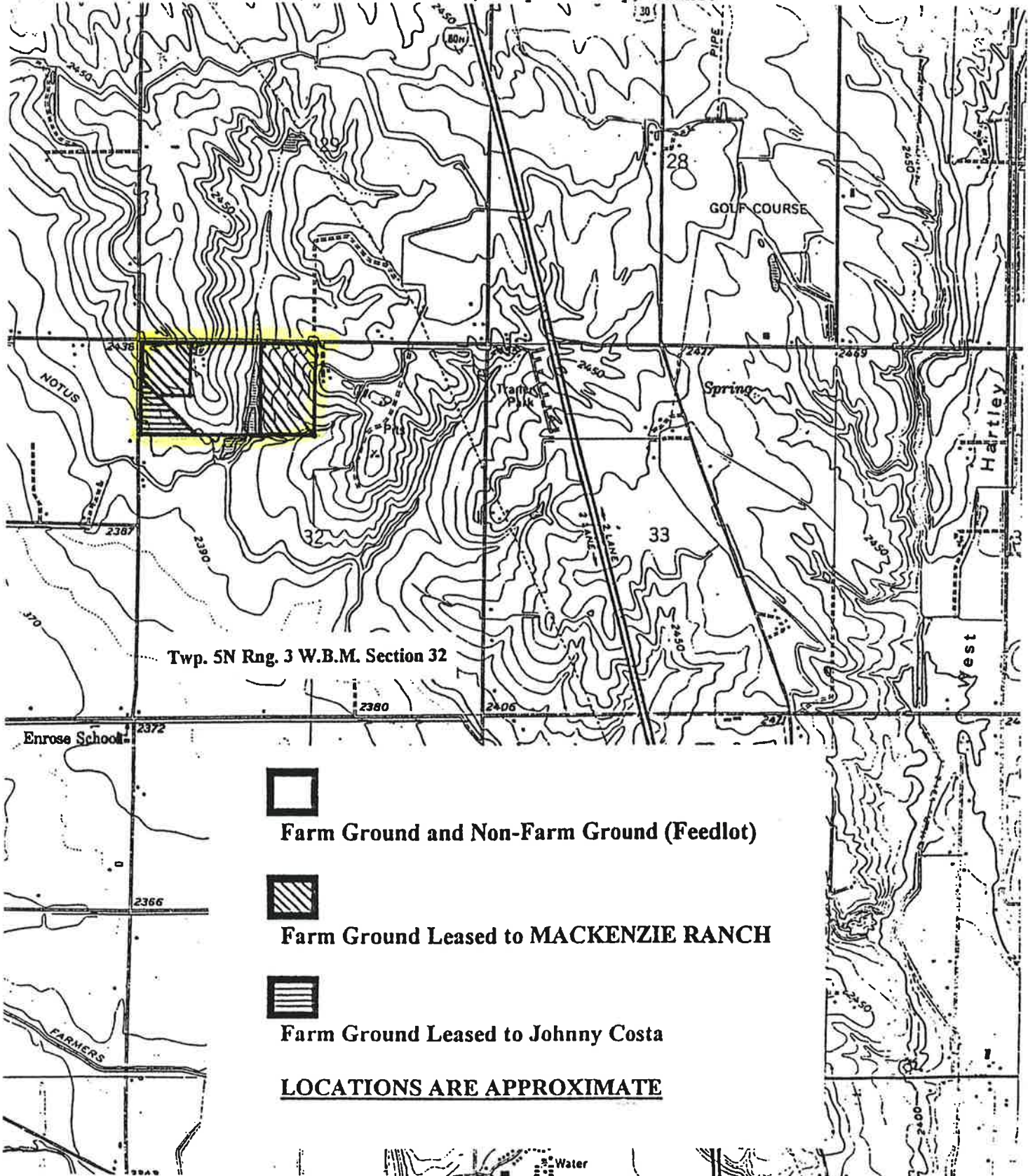
Exhibit "A"

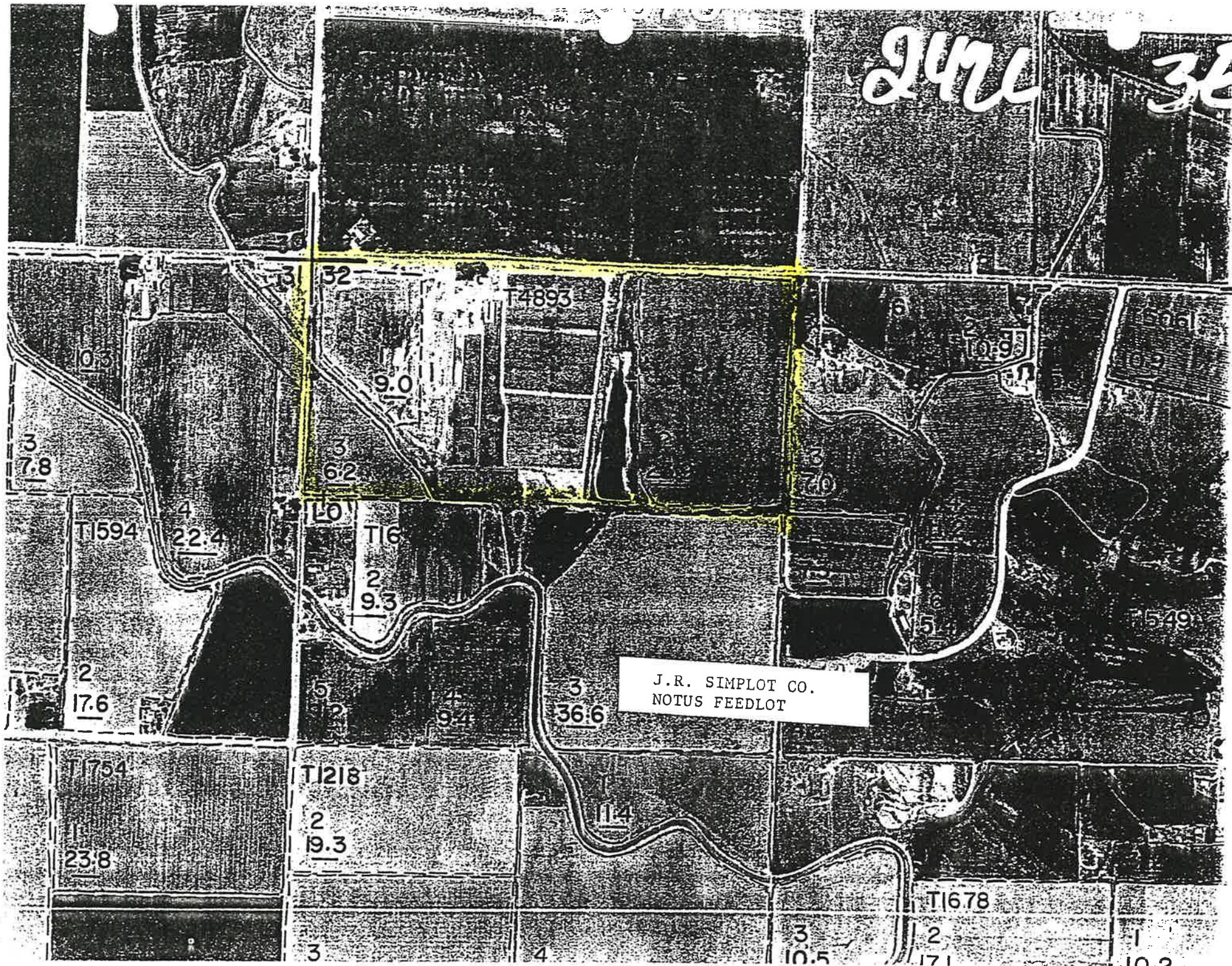
The land referred to in this commitment is situated in the State of Idaho, County of Canyon, and is described as follows:

All of the North One-half of the Northwest Quarter of Section 32, Township 5 North,
Range 3 West, Boise Meridian, Canyon County, Idaho

EXHIBIT A

All of the North Half of the Northwest Quarter of Section 32, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho.





IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-08702A

Date Received:

Receipt No: 0015633

Received By: _____

APR 2 1992

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Department of Water Resources

1. Name: SSI LAND & CATTLE CO
Address: 2615 CLEVELAND
CALDWELL ID

208-459-0734

83605

2. Date of Priority: APR 18, 1975

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	03W	32	SW	NE	NW		CANYON

5. Description of diverting works:

WELL, 132' DEPTH, 12" CAS., 15HP PUMP TO POND, 50HP PUMP TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.680		643.50
COMMERCIAL	06/01	08/31	0.150		27.30

7. Total Quantity Appropriated is:

0.680 C.F.S. (and/or) 670.80 A.F.A.

8. Total consumptive use is 231.0 Acre Feet Per Annum.

9. Non-irrigation uses:

C/DUST CONTROL FOR STOCK PENS, STOCKWATER INCIDENTAL TO IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	03W	32	NE	NW		IRR	37.0
			NW	NW		IRR	29.0
			NW	NW		COMMER	

A63-08702A

Page

1

Date: 02/26/92

MICROFILMED

AUG 24 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	66.0
					Total Acres	66.0

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
BLACK CANYON IRR. DIST.

14. Remarks:

CLAIMANT HAS CLAIMED A PORTION OF THE ORIGINAL LICENSE THAT IS BEING USED AT THE PRESENT AS SHOWN HERE. THE REMAINDER OF THE P/U ORIGINALLY LICENSED HAS BEEN SOLD TO CLYDE MARCHBANKS. STOCKWATER IS INCIDENTAL TO THE IRRIGATION ON THIS RIGHT.

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am President of
Title
SSI Land & Cattle Co, that I have signed the foregoing
Organization
document in the space below as President of
Title
SSI Land & Cattle CO and that the statements contained in the
Organization
foregoing document are true and correct.

[Signature]

Signature of Authorized Agent

President, SSI Land & Cattle Co.
Title and Organization

March 17, 1992
Date

State of Idaho)
County of Carson) SS.

Subscribed and sworn (or affirmed) before me this 17th day
of March 19 92 Jesse L. G.

Janet L. Pendleton
Notary Public

Seal

Residing at Caldwell, Id
My Commission Expires 10/28/97

RECEIVED
APR 2 1992

Department of Water Resources

TO: Roxanne McCarthy

FROM: Pam Wissenbach *Pam*

DATE: April 1, 1992

RE: A63-08702A and A63-20388

Roxanne:

Enclosed are signed copies for the adjudication of the noted water rights owned by SSI Land and Cattle. If there are any other water rights that you have questions about or need more information, please call me at 384-9397. Thank you for your help in making sure that all SSI's water rights are making it through the adjudication process.

MICROFILMED
AUG 24 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

March 5, 1992

Pam Wissenbach
SSI Land and Cattle Co.
2924 Cantrell Ave.
Boise, ID 83706

Re: Snake River Basin Adjudication (SRBA)
Canyon County - Claim No(s). A63-08702A & A63-20388

Dear Pam,

We spoke late last year about two Notices of Claim to a Water Right filed for SSI property in Canyon County. In your records, these claims had been submitted and paid for under Receipt Nos. C015631 and C015633.

I have been unable to locate the originals of these two claims and am enclosing copies to be signed and returned. I am sorry for the inconvenience, but this will assure that the rights in question are secure.

Please return these documents to my attention by April 6, 1992, or late fees may apply. Do not hesitate to contact this office if you have any questions.

Sincerely,

Roxanne McCarthy
Sr. Water Resource Agent
Adjudication Bureau

RM:sf:state:tf

Enclosures:

Claim Nos. A63-08702A, A63-20388

MICROFILMED
AUG 24 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 4, 2001

NIMAN MC CONNELL LLC
16821 PURPLE SAGE RD
CALDWELL ID 83607

Re: Notice of Claim to a Water Right No. 63-8702A

Dear Claimant(s):

Enclosed is a copy of the above referenced claim, which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

Thank you for your patience and cooperation, as we have had several water right changes to process. If you have any questions concerning the enclosed claim, please feel free to contact this office.

Sincerely,

Denise Buffington
Office Specialist 1
Adjudication Section
Western Region Office

DB: db

Enclosure

ACTION REQUIRED

FROM: Roxanne

TO: file A63-08702A

This claim was found in
the "non data entered" drawer
and probably was superseded by
the one received 4-2-97. We
can work this out at time of exam.

JUL 25 1994

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number A63-08702ADate Received 3/15/90Receipt Number C015633

NOTICE OF CLAIM
TO A
WATER RIGHT

RECEIVED
MAR 15 1990

ACQUIRED UNDER STATE LAW Department of Water Resources

Please type or print clearly

1. Name of Claimant (s) SSI Land+Cattle Co. Inc. Phone (208) 459-0734
Mailing Address 2615 E Cleveland Caldwell, ID Zip 83605

2. Date of Priority (Only one (1) per claim) 4-18-75

3. Source of water supply (a) Groundwater
which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 5N Range 3W Section 32,
SW 1/4 of NE 1/4 of NW 1/4, Govt. Lot, _____ B.M., County of Canyon

Additional points of diversion if any: 5N 3W sec 32 NE NW NW

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. 2 wells, 2 pumps, pipeline

MICROFILMED

JUL 25 1994

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Stock water purposes from 1/1 to 12/31 amount 1.00 or _____

For Irrigation purposes from 3/15 to 11/15 amount 1.00 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.00 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 67.50 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) stockwater - 5,000 head beef cattle

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>5N</u>	<u>3W</u>	<u>32</u>					<u>S</u>												
<u>5N</u>	<u>3W</u>	<u>32</u>		<u>37</u>			<u>29</u>												<u>66</u>

Total number of acres irrigated 66

11. In which county (ies) are lands listed above as place of use located? Canyon

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (X)

14. Remarks: This is an expansion of a domestic well
drilled & put to beneficial use in 1930.

MICROFILMED

JUL 25 1994

Last Name _____ Ident No. _____

Copies: White - State, Yellow - Claimant

Scale: 2 inches equals 1 mile

[illegible]

RNG 3W

MICROFILMED
Copies: White-State, Yellow-Claimant
JUL 25 1994

15. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____

Decree _____

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am President _____

Title

of SSI Land & Cattle Co., Inc. _____, that I have signed the foregoing

Organization

document in the space below as President _____ of SSI Land & Cattle, Inc. _____

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent [Signature] _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Canyon) SS.

Subscribed and sworn (or affirmed) before me this 14th day of March 19 90

SEAL

Notary Public Mary Rita Yamamoto _____

Residing at Caldwell, ID _____

My Commission Expires 12-28-93 _____

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

MICROFILMED
JUL 25 1994

Copies White-State, Yellow-Claimant

09/29/2006

RECEIVED

NOV 02 2006

WATER RESOURCES
WESTERN REGION

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: October 31, 2006

Water right number: 63-8702A

NIMAN RANCH INC
16821 PURPLE SAGE RD
CALDWELL ID 83607
Telephone Number: (208)459-1113

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation: no changes need to be made.

DATE: 10-31-06 SIGNATURE: Robert M. Stokes

Please print your name: Robert Stokes

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

06/22/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-8702A

NAME AND ADDRESS: NIMAN RANCH INC
16821 PURPLE SAGE RD
CALDWELL ID 83607

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.680 CFS
324.300 AFY

PRIORITY DATE: 04/18/1975

POINT OF DIVERSION:

T05N R03W S32 NENW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.680 CFS 297.00 AFY
COMMERCIAL	06/01 08/31	0.150 CFS 27.30 AFY

Commercial use is for dust abatement.

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within CANYON County

T05N R03W S32	NENW	37.00	T05N R03W S32	NWNW	29.00
---------------	------	-------	---------------	------	-------

COMMERCIAL Within CANYON County

T05N R03W S32	NWNW
---------------	------

66 ACRES TOTAL

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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Rights 63-8702B, 63-11275 and 63-20388 are also diverted through the point of diversion described above.

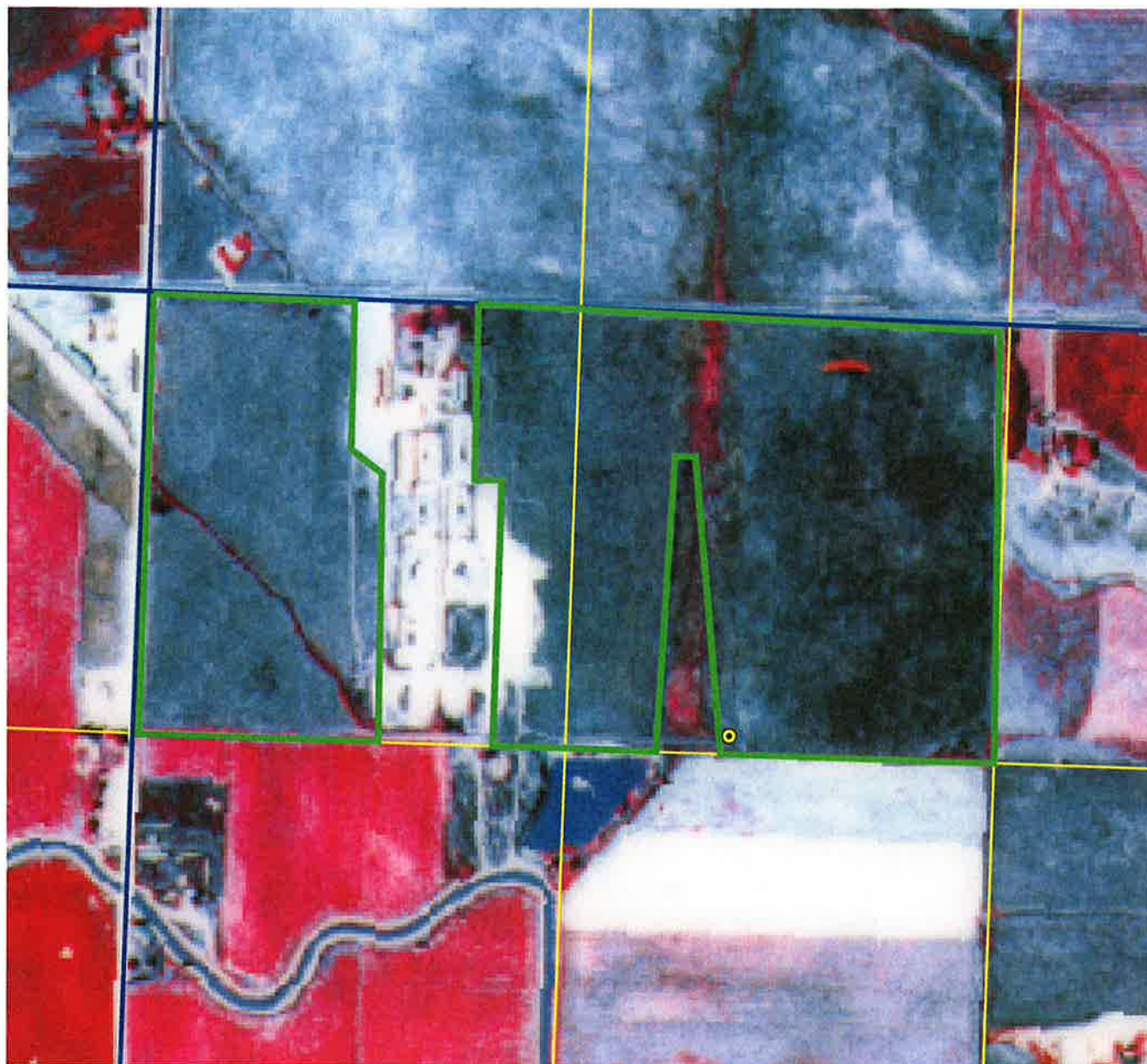
Use of this right is combined with water from Black Canyon Irrigation District.



Idaho Department of Water Resources

63-8702A

05N 03W Section 32



Total Irrigated
Acres: 66

-  POU
-  POD
-  Sections
-  Quarter/Quarter

500 0 500 1000 Feet



IDWR
Prepared by: Lori Graves
Date: 6-13-06
1986-87 Photography

Adjudication Recommendation Report 63-8702A V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	HARRIETT A CROSBY RT 5 CALDWELL, ID 83605
Original Owner	HAROLD G CROSBY RT 5 CALDWELL, ID 83605
Original Owner	SSI LAND & CATTLE CO INC 2615 E CLEVELAND BLVD CALDWELL, ID 83605 (208)459-0734
Current Owner	NIMAN RANCH INC 16821 PURPLE SAGE RD CALDWELL, ID 83607 (208)459-1113

Status: Active

Tributary

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.680 CFS	297.00 AF
COMMERCIAL	06/01 to 08/31	0.150 CFS	27.30 AF
	<u>Total Diversion:</u>	0.680 CFS	324.30 AF

GROUND WATER NE1/4NW1/4 Sec. 32, Twp 05N, Rge 03W, B.M.
CANYON County

IRRIGATION

[illegible]

COMMERCIAL

[illegible]

IDAHO DEPARTMENT OF WATER RESOURCES
 Adjudication Recommendation Report 63-8702A V1

05N 03W 32		X		
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Conditions of Approval:

1. X01 Commercial use is for dust abatement.
2. X36 Rights 63-8702B, 63-11275 and 63-20388 are also diverted through the point of diversion described above.
3. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
4. W14 Use of this right is combined with water from Black Canyon Irrigation District.
5. S39 The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.

Remarks:

Comments:

1. Igraves 6/13/2006 Parcel No.
 Comment: Irrigation is for Parcel No. R3812601000.
2. Igraves 6/13/2006 P/U
 Comment: Shape file reflects FSA photo attached to licensing field exam.
3. Igraves 6/13/2006 P/D
 Comment: Recommended to 40-acre tract as licensed rather than 10-acre tract as claimed.

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-8702A

WATER RIGHT NUMBER: 63-8702A

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	HARRIETT A CROSBY RT 5 CALDWELL, ID 83605
Original Owner	HAROLD G CROSBY RT 5 CALDWELL, ID 83605
Original Owner	SSI LAND & CATTLE CO INC 2615 E CLEVELAND BLVD CALDWELL, ID 83605 (208)459-0734
Current Owner	NIMAN RANCH INC 16821 PURPLE SAGE RD CALDWELL, ID 83607 (208)459-1113

Priority Date: 04/18/1975

Basis: License

Status: Active

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	0.680 CFS	~~643.50~~ AF 297
COMMERCIAL	6/01 to 8/31	0.150 CFS	27.30 AF
<u>Total Diversion:</u>		0.680 CFS	~~670.80~~ AF 324.3

Location of Point(s) of Diversion

GROUND WATER

CANYON County

SW 1/4 NE 1/4 NW 1/4

Sec. 32, Twp 05N, Rge 03W, B.M.

*recommended as licensed*Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	03W	32					37.0	29.0											66.0

Total Acres: 66

COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	03W	32						X											

Conditions of Approval:

1. Ownership changed by DB 12/3/2001
2. CLAIMANT HAS CLAIMED A PORTION OF THE ORIGINAL LICENSE THAT IS BEING USED AT THE PRESENT AS SHOWN HERE. THE REMAINDER OF THE P/U ORIGINALLY LICENSED HAS BEEN SOLD TO CLYDE MARCHBANKS.
STOCKWATER IS INCIDENTAL TO THE IRRIGATION ON THIS RIGHT.

P/U = Parcel No 123812601000

*ADD: 539 3/1-11/15
X36 shared P/U
W14 BCID water also used
X01 comm use for dust*

REAL PROPERTY INQUIRY

+++++

01 6R38126-010- -0 082-00 SCH135+ 01 39,900 72.15

+++++ 05 150 3.85

NIMAN-MC CONNELL LLC + 10 31,000 1.00

+ 19 3.00

+ 31 81,100

+ 32 199,200

+

1025 E 12TH ST +

OAKLAND CA 94606 +

+++++

32-5N-3W NW + TOTAL 351,350 80.00

N 1/2 NW ++++++

+ SURVEY INST 200026767

+ DRAIN DR VALUE APPR DYW

+ CLASS R2 REAP 04 MAN 03 UNIT 2

16821 PURPLE SAGE RD, CA + PARCEL 6R05N03W322400 H/O N C/B N

+ PRIOR ACCOUNT 5R38126-010- -0

+ 02 MH on Property NO

Receipt Details for ID C015633

Status	Adjustment Type	Version
	Water Right Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
3/15/1990 4:18:09 PM	3/15/1990	State	\$116.00	Check
Payer		SSI LAND & CATTLE CO.		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
12930			
Card Expiration Date	Credit Card Transaction #		

Comment ADJUDICATION FEE

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$116.00	ADJUDICATION FEE	410162	9337	0	0	6490

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------

Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	8702	A	\$50.00	Claim
63	20388		\$66.00	Claim

Print Report

[illegible]

Idaho Dept. of Water Resources

Place of Use Comparison Report

[illegible]

**Idaho Dept. of Water Resources
Place of Use Comparison Report**

Right	63 27845	DALE DICKSON, PAULA DICKSON,	GROUND WATER	05N03W32				X												0	
Right	63 28296	JOHN P LIMBERT, BONITA E LIMBERT,	GROUND WATER	05N03W32												X				0	
Right	63 30160	STEVEN E RAYNE, BEVERLY L RAYNE,	GROUND WATER	05N03W32			X	X												0	
Right	63 30160	STEVEN E RAYNE, BEVERLY L RAYNE,	GROUND WATER	05N03W32			X	X												0	
Right	63 7553	VERNON M BATT,	GROUND WATER	05N03W32									29	38	35	40		2	33	10	187
Right	63 8702	HARRIETT A CROSBY, HAROLD G CROSBY,	GROUND WATER	05N03W32						X										0	
Right	63 8702	HARRIETT A CROSBY, HAROLD G CROSBY,	GROUND WATER	05N03W32						37	33									70	
Right	63 8725	VERNON M BATT, NORMA E BATT,	GROUND WATER	05N03W32									37	38	35	38				148	
Rec	65 2433	UNITED STATES OF AMERICA ACTING THROUGH,	PAYETTE RIVER	05N03W32	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0	
Claim	65 2900		TUNNEL NO 2 DRAIN	05N03W32	X	X	X	X	X	X	X	X	X				X	X	X	0	
Rec	65 2900	BLACK CANYON IRRIGATION DIST,	TUNNEL NO 2 DRAIN	05N03W32	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0	
Claim	63 4491	THOMAS EDWARD BLOCH, ANNETTE M KNIGHT BLOCH,	WASTE WATER	05N03W32													15	6		21	
Rec	63 4491	THOMAS EDWARD BLOCH, ANNETTE M KNIGHT BLOCH,	WASTE WATER	05N03W32													15	6		21	
Right	63 4491	THOMAS S KNIGHT,	WASTE WATER	05N03W32													15	6		21	

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-8702 Priority April 18, 1975 Amount 1.48 cfs

THIS IS TO CERTIFY, that HAROLD G. &/or HARRIETT A. CROSBY
of Caldwell, Idaho, has complied with the terms and conditions of Permit
No. 63-8702 issued pursuant to Application for Permit dated April 18, 1975,
and has submitted proof to the Department of Water Resources on March 21, 1978,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 1.48 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>March 15</u> to <u>November 15</u> at	<u>1.48</u> cfs and	<u>643.5</u> acre feet
Commercial	from <u>June 1</u> to <u>August 1</u> at	<u>1.48</u> cfs and	<u>27.3</u> acre feet
	from _____ to _____ at _____ cfs and _____		
	(both dates inclusive)		

Subject, however, to the condition that no more than 1.48 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
670.8 acre feet per year, said waters to be diverted within the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, Twp. 5N,
Rge. 3W, B.M. in the County of Canyon

Description and location of place of use:

Twp.	Range	Section	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	Totals
5N	3W	29					73
		32					70
		33					
		34					
		35					
		36					
		37					
		38					
		39					
		40					
		41					
		42					
		43					
		44					
		45					
		46					
		47					
		48					
		49					
		50					

Remarks:

Total number of acres irrigated 143

Commercial use for dust control for stock pens.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 31 day of
January, 19 80.

Stephen Allred
Director

FIELD REPORT

- TOTAL ACREAGE**

Permit No. 63-8702
Examination for B/A

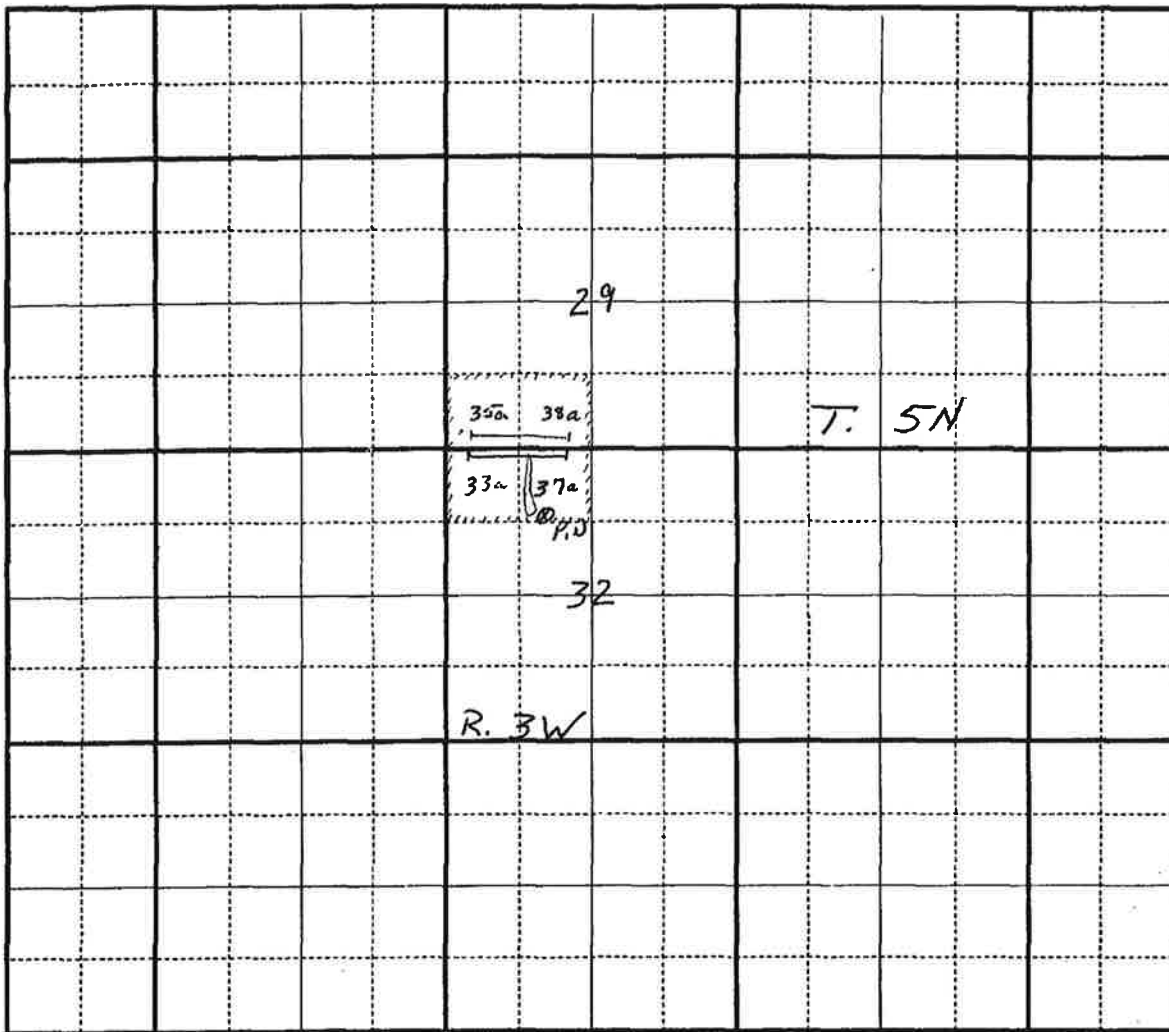
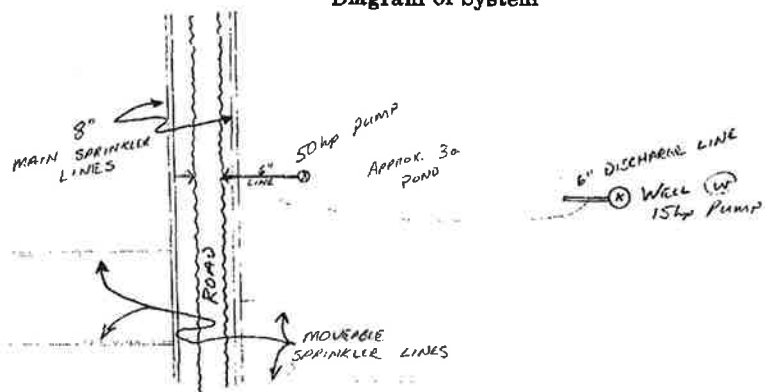


Diagram of System



DATE OF EXAM 11/19/79

ACREAGE
Found 143
Recommended 143

Irrigation Requirement 4.5 Ac Ft/Ac

USE
Irrigation Q = 1.48 c.f.s. V = 643.5 AF/Ann. from 3/15 to 11/15
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Dust Control Q = .15 cfs V = 27.32 AF/Ann 3/15 11/15

Is water co-mingled? yes _____ no ☒

Name source: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Exchange? yes _____ no ☒

Name source exchanged with: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of injection: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of exchange: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Total Q measured 1.48 cfs Method of measurement ANNULAR, 6" PROBE

Total Q recommended 1.48 cfs Meter No. _____ Type _____ Condition _____

Total V recommended 670.82 AF/Ann.

Recommended Amendments:

P.D. _____
Place of Use _____
Other NATURE OF USE: ADD DUST CONTROL AS USE: .15 cfs @ 27.32 AF/Ann for 3/15 to 11/15
None _____ *9/1 8/31 per comm. w/Charles*

MEASUREMENT CALCULATION:

Q FOR IRRIG. TAKEN FROM ANNULAR CONVERSION TABLE FOR 6.00" PROBE FROM 20" READING.
V = 1.48 cfs (1.98) (2952 in./hr) = 717.55 AF/Ann or 193 ann (4.5 AF/Ann) = 643.5 AF/Ann ✓
Q FOR DUST CONTROL FOR 7.5-acre STORMWATER = .02 cfs/acre = .15 cfs
V = .15 cfs (1.98) (92 days/yr) = 27.32 AF/Ann ✓
V = 7.5 acres (4.5 AF/Ann) = 33.75 AF/Ann off for irrigation

SYSTEM DESCRIPTION:

15 hp UNICLOSED MOTOR #R-7082-05-15A, 6" DISCHARGE
INTO 3-ACRE POND, 50 hp pump, 8" THEN 6" MAINLINE TO MOVABLE
SPRINKLER LINES.
MODEL 70 RE 7/32, APPROX 2500, 57 Loads 20 min time

REMARKS:

SUPPLEMENTAL TO BLACK CHERRY IRRIGATION DISTRICT WATERS.
AMENDMENT RECOMMENDED TO CONVERT 7.5 ACRES TO DUST CONTROL FOR STOCK PENS.
LESS WATER WILL BE USED FOR IRRIG. USE.

Examiner's Signature Charles W. Byrnes Jr. Date 11/21/79

Checked by DBS Date 11/21/79

Approved by _____ Date _____

April 20

15 hp. Uniclose motor

U.S. Electric Motors

frame 254TP

Johnston Pump

Discharge $5\frac{3}{4}$ I.D. pipe

Discharge pipe only 6" long to small pond
with pump from pond to sprinkler system.

7/16/79 Will call L.H. Annular Nipple Set up

