

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

RIGHT NUMBER: 27-7411

NAME AND ADDRESS: BASIC AMERICAN FOODS
434 S EMERSON MS CP 91
SHELLEY ID 83274

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.390 CFS
4.50 AFY

PRIORITY DATE: 06/12/1985

POINT OF
DIVERSION:

T01S R37E S2 SWSW Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

INDUSTRIAL

01/01 12/31

0.390 CFS

4.50 AFY

Industrial use includes cleaning the distribution system used to discharge plant process water and co-mingling fresh water with plant process water used for land application.

PLACE OF USE: INDUSTRIAL in BINGHAM County

T01S R37E S02 Lot 3 NENW

T01S R37E S02

SENW

T01S R37E S02 NESW

T01S R37E S02

SWSW

T01S R37E S02 SESW

Place of use includes land upon which the process water may be applied for land application purposes to satisfy federal or state water quality requirements. Water diverted shall not be used for land application unless the water is being co-mingling with plant process water used for land application or is used for cleaning the distribution system used to discharge plant process water.

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.

~~Water used under this right is for cleaning the distribution system used to discharge plant wastewater. Plant wastewater is co-mingled with fresh water and is used for land application.~~

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

OKAY to
Scan & profile
gmc 1-2-08

Carlsen, Ernie

From: Jo Beeman [jo.Beeman@beemanlaw.com]
Sent: Wednesday, January 02, 2008 12:37 PM
To: Baxter, Garrick
Cc: Williams, Ray; Courtney, Andrea; Office Beeman; Jason Hudson; Joyce Angell; Carlsen, Ernie; Bruce Wright (BAF)
Subject: RE: 27-7411

Garrick,

BAF is prepared to sign an SF5 with the language currently showing on 27-7411. Thanks.

Jo

Josephine P. Beeman
Beeman & Associates, P.C.

From: Baxter, Garrick [mailto:Garrick.Baxter@idwr.idaho.gov]
Sent: Monday, December 24, 2007 11:21 AM
To: Jo Beeman
Cc: Williams, Ray; Courtney, Andrea; Office Beeman; Jason Hudson; Joyce Angell; Carlsen, Ernie
Subject: RE: 27-7411

Thank you for your email, Jo. I have had a chance to discuss 27-7411 with the Department. The Department is agreeable to the language currently showing on 27-7411, but I want to make sure that everyone interprets the language the same. I thought it would be best to have the conversation over the phone, but it appears that the holidays are going to prevent this from happening. I will do my best to relay the Department's position via email.

As I stated previously, the Department views 27-7411 differently from BAF's other industrial rights. 27-7411 is for the well at the spray fields for BAF's Shelley plant. The primary beneficial use for this water is to clean the distribution system. This is distinguishable from the other industrial rights, where the primary purpose of use is potato processing. It is the Department's position that the place of use for the primary purpose of use of each water right needs to be described on the face of the water right and that the place of use of the primary purpose of use cannot move except via an approved transfer. Because the primary purpose of use for 27-7411 is cleaning the distribution system, each portion of the distribution system served by this water right must describe under the place of use. The Department is agreeable to the language currently showing on 27-7411 because the place of use comment is different from the comment used on the other industrial rights. The Department does not interpret the comment currently showing on 27-7411 as allowing the expansion the place of use beyond those acres described on the face of water right. Let me know if you interpret this language differently or want to discuss this issue further.

I look forward to hearing from you.

Garrick

From: Jo Beeman [mailto:jo.Beeman@beemanlaw.com]
Sent: Friday, December 21, 2007 7:48 PM
To: Baxter, Garrick
Cc: Williams, Ray; Courtney, Andrea; B&A Office; Jason Hudson (B&A); Joyce Angell (B&A)
Subject: 27-7411 RE: Basic American 22-4063

Garrick,

1/2/2008

In the event we don't catch each other by phone regarding 27-7411 (the well at the spray fields for BAF's Shelley plant), I've included below the "other provisions necessary" language from 2005 and what is showing in 2007. Maybe you can insert comments or proposed edits, if that will help. Or, is it something else?

Sorry I've been hard to get a hold of. Jo

Original 11/09/2005 Director's Report for 27-7411:

Water used under this right is for cleaning the distribution system used to discharge plant wastewater. Plant wastewater is commingled with fresh water and is used for land application.

Showing on Director's Report for 27-7411 on IDWR website:

Industrial use includes cleaning the distribution system used to discharge plant process water and co-mingling fresh water with plant process water used for land application.

Place of use includes land upon which the process water may be applied for land application purposes to satisfy federal or state water quality requirements. Water diverted shall not be used for land application unless the water is being co-mingled with plant process water for land application or is used for cleaning the distribution system used to discharge plant process water.

Josephine P. Beeman
Beeman & Associates, P.C.

From: Baxter, Garrick [mailto:Garrick.Baxter@idwr.idaho.gov]
Sent: Thursday, December 20, 2007 5:07 PM
To: Jo Beeman
Cc: Williams, Ray; Courtney, Andrea
Subject: Basic American 22-4063

Jo,

~~Ernie has created the new recommendations for the split 22-4063. See attached. Please review and let me know~~

1/2/2008

Notes

4/14/04 received documents from Basic American foods, documents rec'd 4/5/04. Needs further review. CB

4/19/05.

Once a week to purge system in section 2.

* Doesn't have anything to do with plant. ~
land applying.

* add. Remark - make sure the approval condition get on the recommendation.

Purpose: commercial.

Soil - as licensed.

4/19/05 Ownership Change: TO Basic American Foods.

Recommend as licensed. CB
except new owner!

RECEIVED
MAY 17 2005

PROFILED



T01S R37E

2

SWSW

Well



Notes

2/13/04 Need to draft a letter for the change in SO4 on 27-4019 & 7411.

2/17/04 mailed letter on 27-4019 & 7411 requesting information when the SO4 changed. If the SO4 has changed then an enlargement claim is needed.

4/2/04 also, I received an email from Eric outlining cond/Remark Code needed on these rights.

3/15/04 Larry Sautter. (Basic American foods.) has only been with Basic American foods for 1 1/2 years. Larry wants to make an appointment this week to come see me. I explained I may have to serve on jury duty. all know more 3/16/04 CB.

4-5-04 Received affidavit and ownership change from claimant, but no warranty deed. PB

4-9-04 email from Skip with the POD location.

Bird, Cindy

From: Carlsen, Ernie
Sent: Friday, February 13, 2004 12:51 PM
To: Bird, Cindy
Cc: McHugh, Candice; Shaff, Don
Subject: RE: Basic American Foods (Pillsbury Co.)

Cindy

I spoke with Skip and Don S. about the three rights claimed by Basic American Foods. Skip indicated the land application was a pre-1987 practice so the recommendations can include C05 and show the QQs where land application occurs. He indicated the map illustrates the QQs to be identified as the place of use.

From the conversation between Don and I, we came up with two conditions listed below. The first condition is for 27-7411 and is actually on license but does not show up in the data base.

Water used under this right is for cleaning the distribution system used to discharge plant wastewater. Plant wastewater is co-mingled with fresh water and is used for land application.

Use the following remark for 27-4019 and 27-2116. This remark is a modified WD8. Don said to leave it as a place of use remark.

The place of commercial use includes land upon which wastewater may be applied for land application purposes to satisfy water quality requirements. Water diverted shall not be used for land application unless the water is first used in potato processing as authorized by this water right.

Since the rights do not provide for using ground water to irrigate I suggest not including any reference to irrigation use.

I hope this helps. Let me know if you still have questions.

Ernie

-----Original Message-----

From: Bird, Cindy
Sent: Friday, February 13, 2004 10:10 AM
To: McHugh, Candice
Cc: Carlsen, Ernie
Subject: Basic American Foods (Pillsbury Co.)

good morning Candice,

I have 3 claims for Pillsbury Co. now owned by Basic American Foods that uses the water to process potatoes then uses the wastewater with there canal water to land apply the water. I don't find an appropriate remark or condition to fit this application. Would you please create an appropriate condition with the correct wording to work in this application?

Claim numbers 27-4019, 27-7411 and 27-2116.

Thanks you,
Cindy

Notes

2/3/04 Gave file back to Skip for notes from field exam done yesterday. I was not able to go to I.F. because the Blazer is snowed in. So, Skip will send down his notes and photo.

2-4-04 Email to Skip re weed ID. B+

2-4-04 Look to Clement re ownership change. B+

2/5/04 emailed Eric Carlson to see if a layout is needed for the land application of the waste water. CB

2/6/04 Larry called to say that he's still trying to get the paperwork together for the ownership change. He has a 4" binder he's going through. CB

2/11/04 Please send a letter to Basic American food to find out when the period of use changed. CB. If the SOU was extended then an enlargement claim would need to be filed. But since the exam was done on this claim in June of 1984, it might be more difficult to prove. For under this claim is also claimed under 1-38 for Snake River Irrigation District.

Notes

Claim A27-07411

1/ Exam done on 2-2-04 with Steve Browning
(Phone 243-1420) who farms the property where
the Basic American Foods waste-water is
applied.

2/ GPS data 0654289
0252219

File # 7417

GPS tag A0009089

3/ This well is used for Commercial use only.
No irrigation! The well water is used for
clean up + to purge pivot lines of effluent.

4/ A lateral of the Snake River Irrigation District
is adjacent to this facility on the west.
Canal water is mixed with effluent from
the plant + put on the crop fields
shown on ArcView map in files A27-4019
+ A27-2116.

5/ See attached copy of original 1986 field exam
by Dept.

Notes

A27-07411

1/ Exam done on 1-16-04 with Larry Sautter, Environmental Superintendent, of Basic American Foods, the new owners of the processing plant.

2/ Mr. Sautter says this well has been deactivated & no longer in use. Well is buried under a concrete floor of the plant.

3/ This claim should be dis-allowed.

4/ Plant phone number for Larry Sautter is 208-357-1344.

1/29/04 This well has been covered with concrete according to Larry the plant manager. Per Skip visit. But the POA doesn't match the license. Skip will revisit Larry on this claim. CS.

2-2-04. Skip called. He was just coming from the Pullsbury plant, and they do use this well for cleaning, and mix with Snake River Valley Irrigation Co shares.

Bird, Cindy

From: Harold and Anne Marie Jones [powder1@ida.net]
Sent: Friday, April 09, 2004 7:23 PM
To: cbird@idwr.state.id.us
Subject: Another corrected GPS entry

You may already have recommended this one but here it is. The new
GPS coordinates for 27-07411 (Basic American Foods) is 2654289
1352006 USR

Skip

--

Anne Marie Jones
2101 Bramble Lane
Idaho Falls, Idaho 83402

Technology Fellow
Albertson Foundation
e-mail Ajones@ext.jkaf.org

Work:
Century High School
7801 Diamonback Lane
Pocatello, Idaho 83204
208-478-6863
e-mail jonesal@d25.k12.id.us

Claim A27-7411



Well - looking west

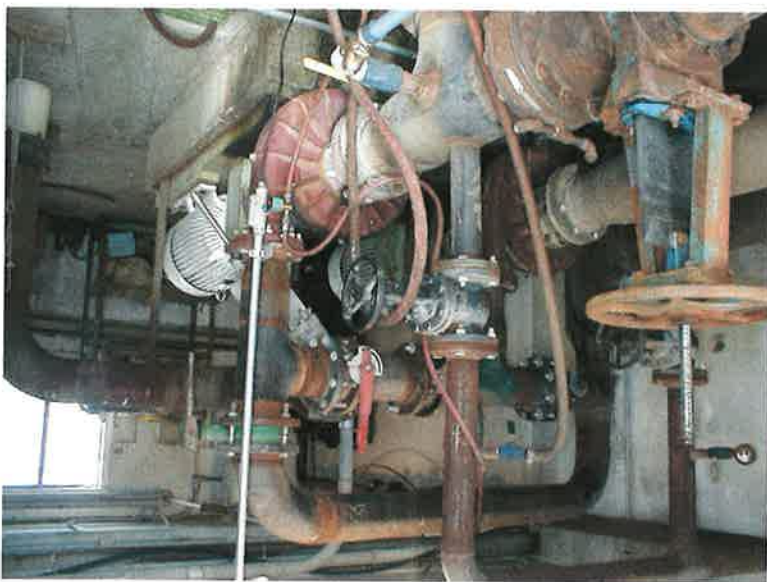
Mixing facility

Well & wastewater/canal water



Claim A27-7411

Inside of Mixing building



Claw A27-7411

Claim A27-7411



Complete Facility

April 2, 2004

Ms. Cindy Bird
Idaho Department of Water Resources
15 West Center Street
Soda Springs, ID 83276

Dear Ms. Bird:

Subject: Snake River Basin Adjudication
Claim 27-4019 & 27-7411

Please find enclosed the legal descriptions as requested on the Notice of Change in Water Right Ownership. The signed form was previously mailed to you.

If there are any further questions, please don't hesitate to contact me at 357-1344.

Respectfully,



Larry Sautter
Environmental Manager Shelley Plant



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
_____	A27-02116	N	_____	_____	_____
_____	A27-04019	N	_____	_____	_____
_____	A27-7411		_____	_____	_____
_____	_____		_____	_____	_____
_____	_____		_____	_____	_____

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are 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(s)

The Pillsbury Company
434 S. Emerson Shelley, ID 83274

4. New Owner/Claimant(s)

Basic American Foods

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

New Mailing Address

434 So. Emerson

City, State and ZIP Code

Shelley, Id 83274

New Telephone Number

(208) 357-3402

5. Date you acquired the property

Jan. 1, 1999



If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

[Signature]
V.P. OPERATIONS

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

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of December __, 1998, by and between BASIC AMERICAN, INC., a Delaware corporation ("Buyer"), and THE PILLSBURY COMPANY, a Delaware corporation ("Seller").

RECITALS

WHEREAS, Seller carries on the business of processing, warehousing and distributing dehydrated potato products from its facilities at Shelley, Idaho [and Idaho Falls, Idaho], consisting specifically of (i) the industrial dehydrated potato business, pursuant to which Seller purchases raw potato products and processes the same into dehydrated products, which are then stored and distributed to third parties for further processing by the third party into consumer products such as potato chips or soups (the "Industrial Potato Business"); (ii) the food service dehydrated potato business, pursuant to which Seller purchases raw potato products and processes the same into dehydrated products, which are then stored, packaged and distributed to third parties such as restaurants and food suppliers (the "Food Service Potato Business"); and (iii) the retail dehydrated potato business, pursuant to which Seller purchases raw potato products and processes the same into dehydrated products, which are then stored, packaged and distributed for sale to retail customers (the "Retail Potato Business") (the Industrial Potato Business, Food Service Potato Business and Retail Potato Business being collectively referred to herein as the "Business"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase certain of the operating assets of Seller utilized in the Business on the terms and subject to the conditions of this Agreement.

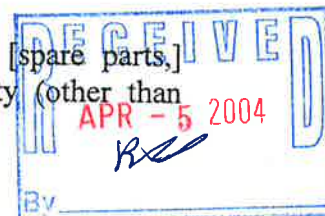
NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS.

1.1 Generally. On the terms and subject to the conditions of this Agreement, Seller agrees to sell, transfer, convey and deliver to Buyer, and Buyer agrees to purchase from Seller, on and as of the Closing Date (as defined in Section 4 hereof), the following property and assets of Seller (collectively, the "Assets"):

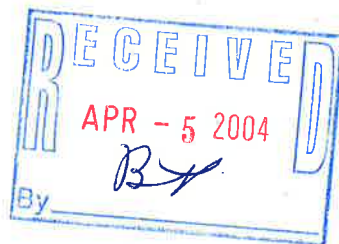
(a) The real property described in **Schedule 1.1(a)** hereto (the "Real Estate") and all easements, rights of way and other rights, interests and appurtenances of Seller therein or thereunder pertaining, including, without limitation, all water and minerals rights owned by the Seller and used in connection with the Business (including all surface and subsurface waters and riparian rights owned by Seller) together with all buildings, structures, installations, fixtures and other improvements situated on such Real Estate (collectively, the "Facilities");

(b) All machinery, equipment, tools, motor vehicles, [spare parts,] tools, accessories, furniture, and other miscellaneous tangible personal property (other than



Schedule 1.1(a) Real Estate

See attached legal descriptions.



LEGAL DESCRIPTION

TRACT A:

Lot 7 in Block 28 of the City of Shelley, Bingham County, Idaho, according to the recorded Plat thereof; TOGETHER WITH that portion of Vacated Elm Street between Blocks 28 and 29 of said City of Shelley from the Westerly line of the intersection of Elm Street and South Emerson and running thence Westerly to the Railroad right-of-way line.

TRACT B:

All of Block 29 of the City of Shelley, Bingham County, Idaho, according to the recorded Plat thereof, EXCEPT fractional Lot 9; TOGETHER WITH that portion of Vacated Alley lying between Lots 2, 3, 4, 5, 6, 7 and 8 in said Block 29.

TRACT C:

A portion of the SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E. B. M., Bingham County, Idaho, described as: Beginning at a point which is W. 728.5 feet along the East-West centerline from the E $\frac{1}{4}$ of said Section 32, and running thence S. 393.3 feet; thence E. 408.4 feet; thence S. 926.7 feet; thence W. 1299.9 feet; thence N. 551 feet; thence W. 100 feet to the railroad right-of-way; thence N. 30°00'00" E. along said right-of-way to its intersection with the E. line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32; thence N. to the NE corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32; thence E. along said North line (East-West centerline) 591.5 feet, to the point of beginning, EXCEPTING THEREFROM Railroad right-of-way; ALSO EXCEPTING a strip 1 rod wide along the East side of the railroad; ALSO EXCEPTING: Beginning at the point of intersection of the centerlines of Park Avenue and Fir Street in the City of Shelley, Bingham County, Idaho, and running thence W. along the centerline of said Fir Street 756.98 feet; thence S. 00°01'40" W. 542.12 feet to the TRUE POINT OF BEGINNING; running thence S. 00°01'40" W. 244.00 feet; thence S. 89°56'57" W. 535.22 feet; thence N. 00°03'33" W. 244 feet; thence N. 89°56'57" E. 535.55 feet to the TRUE POINT OF BEGINNING. ALSO EXCEPTING: Beginning at a point 1714.12 feet N. 89°47'36" E. and 1570.78 feet N. 0°22'06" W. from the S $\frac{1}{4}$ corner of Section 32, Township 1 North, Range 37 E.B.M.; and running thence N. 0°22'06" W. 90.00 feet; thence S. 89°37'54" W. 50.00 feet; thence S. 0°22'06" E. 90.00 feet; thence N. 89°37'54" E. 50.00 feet to the point of beginning.

TRACT D:

The Northerly 9.85 feet of Fir Street, between Emerson Avenue and the Union Pacific Railroad, in Block 29 of the City of Shelley, Bingham County, Idaho, according to the recorded Plat thereof.

TRACT E:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°58'20" W. along the East-West centerline of said Section 32, 320 feet and S. 00°01'40" W. 132.48 feet from the E $\frac{1}{4}$ corner of said Section 32, and running thence S. 00°01'40" W. 101.52 feet; thence W. 184 feet; thence N. 00°01'40" E. 240 feet; thence E. 127 feet; thence S. 00°01'40" W. 132.3 feet; thence S. 89°58'20" E. 57 feet, more or less, to the point of beginning.



TRACT F:

A portion of the NE¼SE¼ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point which is W. 643.5 feet from the E¼ corner of said Section 32, and running thence S. 241 feet; thence E. 323.4 feet; thence S. 152.3 feet; thence W. 408.4 feet; thence N. 393.3 feet; thence E. 85 feet to the point of beginning.

TRACT G:

A portion of the NE¼SE¼ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Commencing at a point 504 feet W. of the NE corner of NE¼SE¼ of said Section 32, and running thence S. 240 feet; thence W. 70 feet; thence N. 240 feet; thence E. 70 feet to the point of beginning.

TRACT H:

A portion of the NE¼SE¼ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Commencing at a point 574 feet W. of the NE corner of NE¼SE¼ of said Section 32, and running thence S. 240 feet; thence W. 69.5 feet; thence N. 240 feet; thence E. 69.50 feet to the point of beginning.

TRACT I:

A portion of the NE¼SE¼ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°58'20" W. along the East-West centerline of said Section 32, 320 feet and S. 00°01'40" W. 132.48 feet from the E¼ corner of said Section 32, running thence N. 89°58'20" W. 57 feet, thence N. 00°01'40" E. 132.3 feet, thence E. 57 feet, thence S. 00°01'40" W. 132.32 feet to the point of beginning.

PARCEL J:

A portion of the NE¼SW¼ of Section 26, Township 1 South, Range 35 E.B.M., Bingham County, Idaho, described as: Commencing at a point 25 feet W. and 795 feet S. of the NE corner of the SW¼ of said Section 26; thence southwesterly 249°08', 45.7 feet; thence W. 317.58 feet; thence southeasterly 149°30', 489.67 feet, more or less, to a point which is 120 feet W. of the W. right-of-way line of the N-S County Road bordering said Tract on the E. side thereof; thence due E. 120 feet to said west right-of-way line; thence due N. along said west right-of-way line a distance of 430 feet, more or less, to the point of beginning.

PARCEL K:

That portion of the S¼SW¼ lying easterly of the East Branch of the Snake River Valley Irrigation Canal and westerly of Sand Creek, all in Section 2, Township 1 South, Range 37 E.B.M., Bingham County, Idaho; EXCEPTING THEREFROM the S. 25 feet for road right-of-way. ALSO,

Township 1 South, Range 37 E.B.M., Bingham County, Idaho

Section 2:

Lot 3; NE¼SW¼, SE¼NW¼; EXCEPTING THEREFROM:

Beginning at a point that is E. 1546.48 feet along the section line, from the NW corner of said Section line; thence S. 0°18'57" W. 356.24 feet; thence S. 88°35'45" W. 97.59 feet; thence N. 12°33'10" W. 164.16 feet; thence N. 0°17'31" W. 197.95 feet to the point of beginning.

PARCEL L:

Township 1 South, Range 37 E.B.M., Bingham County, Idaho

Section 3:

~~N~~~~W~~~~1~~~~4~~, ~~S~~~~N~~~~W~~~~1~~~~4~~, Lots 3 and 4; EXCEPTING from said Lots 3 and 4: Beginning at a point that is E. 1,249.8 feet along the Section line from the NW corner of said Section 3; and running thence E. along the Section line 395 feet to the center line of the Union Pacific Railroad spur track; thence following said center line of spur track southwesterly along a 10° curve to the right 456.3 feet; thence N. 0°42' W. 209.2 feet to the point of beginning, less the strip of land 10 feet wide lying northerly and parallel to said spur track measured at right angles from the center line of said spur track, also less 33 feet across the north side of the above-described property contained in present road right-of-way; ALSO EXCEPTING THEREFROM: Beginning at the NW corner of said Section 3; thence E. along the Section line 1249.80 feet; thence S. 0°42' E. 387.42 feet; thence S. 89°08'23" W. 1054.64 feet; thence N. 0°30'42" W. 46.91 feet; thence S. 89°44' W. 200.10 feet; thence N. 0°00'52" E. 357.24 feet to the point of beginning.

PARCEL M:

Township 1 South, Range 37 E.B.M., Bingham County, Idaho

Section 11:

~~N~~~~W~~~~1~~~~4~~; ~~SW~~~~1~~~~4~~~~W~~~~1~~~~4~~; ~~NW~~~~1~~~~4~~~~SW~~~~1~~~~4~~; and that portion of the ~~SE~~~~1~~~~4~~~~NW~~~~1~~~~4~~ and ~~NE~~~~1~~~~4~~~~SW~~~~1~~~~4~~ lying West of Sand Creek, EXCEPTING THEREFROM: County road right-of-way along the N. 25 feet of the ~~N~~~~W~~~~1~~~~4~~, and County Road along the West Section line of said Section 11.

PARCEL N:

Part of the ~~S~~~~X~~~~SE~~~~1~~~~4~~ of Section 14, Township 1 South, Range 36 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°41'10" W. 486.93 feet along the section line to the E. bank of the Great Western Canal from the SE corner of said Section 14; and running thence N. 89°41'10" W. 2157.37 feet along the section line to the ~~S~~~~1~~~~4~~ corner of said Section 14; thence N. 00°01'51" W. 1330.74 feet along the North-South center section line to the NW corner of said ~~S~~~~X~~~~SE~~~~1~~~~4~~; thence S. 89°53'51" E. 2462.18 feet along the N. line of said ~~S~~~~X~~~~SE~~~~1~~~~4~~ to the westerly right-of-way of a County road; thence along said Westerly County right-of-way the following three (3) courses (1) S. 13°07'04" W. 539.86 feet; (2) thence S. 01°33'33" W. 87.74 feet; (3) thence S. 16°35'53" E. 43.97 feet to the N. corner of Deed Instrument No. Book 43, Page 435; thence along said deed and easterly bank of said Great Western Canal following three (3) courses (1) S. 27°43'36" W. 106.44 feet; (2) thence S. 13°33'20" W. 506.99 feet; (3) thence S. 13°46'57" W. 98.28 feet to the point of beginning.

BLINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 1800 DEP GP

98 DEC 31 AM 11:52

4-72876

DEED

RECORDED AT THE REQUEST OF

FOR VALUE RECEIVED, The Pillsbury Company, a corporation duly organized and existing under the laws of the State of Delaware, Grantor, does hereby bargain, sell, convey and quitclaim unto Grantee, the following described real estate, situated in Bingham County, Idaho, to-wit: Basic American, Inc.,

See Attachment A.

together with all tenements, hereditaments and appurtenances belonging thereto including, without limitation, all water, water rights, ditch and ditch rights, if any. Grantor covenants and represents that:

- (2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing.

Dated: December 31, 1998

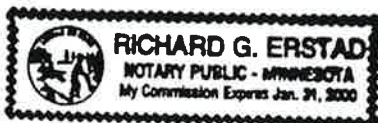
THE PILLSBURY COMPANY

By

Its Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

On this 29th day of December, 1998, before me, a Notary Public in and for said State, personally appeared David E. Smith of the corporation that executed this instrument or the persons 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 affixed my official seal, the day and year in this certificate first above written.



Notary Public for the State of Minnesota
Residing at St. Paul



Attachment A

TRACT A:

Lot 7 in Block 28 of the City of Shelley, Bingham County, Idaho, according to the recorded Plat thereof; **TOGETHER WITH** that portion of Vacated Elm Street between Blocks 28 and 29 of said City of Shelley from the Westerly line of the intersection of Elm Street and South Emerson and running thence Westerly to the Railroad right-of-way line.

TRACT B:

All of Block 29 of the City of Shelley, Bingham County, Idaho, according to the recorded Plat thereof, **EXCEPT** fractional Lot 9; **TOGETHER WITH** that portion of Vacated Alley lying between Lots 2, 3, 4, 5, 6, 7 and 8 in said Block 29.

TRACT C:

A portion of the SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E. B. M., Bingham County, Idaho, described as: Beginning at a point which is W. 728.5 feet along the East-West centerline from the E $\frac{1}{4}$ of said Section 32, and running thence S. 393.3 feet; thence E. 408.4 feet; thence S. 926.7 feet; thence W. 1299.9 feet; thence N. 551 feet; thence W. 100 feet to the railroad right-of-way; thence N. 30°00'00" E. along said right-of-way to its intersection with the E. line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32; thence N. to the NE corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32; thence E. along said North line (East-West centerline) 591.5 feet, to the point of beginning, **EXCEPTING THEREFROM** Railroad right-of-way; **ALSO EXCEPTING** a strip 1 rod wide along the East side of the railroad; **ALSO EXCEPTING:** Beginning at the point of intersection of the centerlines of Park Avenue and Fir Street in the City of Shelley, Bingham County, Idaho, and running thence W. along the centerline of said Fir Street 756.98 feet; thence S. 00°01'40" W. 642.12 feet to the **TRUE POINT OF BEGINNING**; running thence S. 00°01'40" W. 244.00 feet; thence S. 89°56'57" W. 535.22 feet; thence N. 00°03'03" W. 244 feet; thence N. 89°56'57" E. 535.55 feet to the **TRUE POINT OF BEGINNING**. **ALSO EXCEPTING:** Beginning at a point 1714.12 feet N. 89°47'36" E. and 1570.78 feet N. 0°22'06" W. from the S $\frac{1}{4}$ corner of Section 32, Township 1 North, Range 37 E.B.M.; and running thence N. 0°22'06" W. 90.00 feet; thence S. 89°37'54" W. 50.00 feet; thence S. 0°22'06" E. 90.00 feet; thence N. 89°37'54" E. 50.00 feet to the point of beginning.

TRACT D:

The Northerly 9.85 feet of Fir Street, between Emerson Avenue and the Union Pacific Railroad, in Block 29 of the City of Shelley, Bingham County, Idaho, according to the recorded Plat thereof.

(Continued)

The land description continues:

TRACT E:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°58'20" W. along the East-West centerline of said Section 32, 320 feet and S. 00°01'40" W. 132.48 feet from the E $\frac{1}{4}$ corner of said Section 32, and running thence S. 00°01'40" W. 101.52 feet; thence W. 184 feet; thence N. 00°01'40" E. 240 feet; thence E. 127 feet; thence S. 00°01'40" W. 132.3 feet; thence S. 89°58'20" E. 57 feet, more or less, to the point of beginning.

TRACT F:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point which is W. 643.5 feet from the E $\frac{1}{4}$ corner of said Section 32, and running thence S. 241 feet; thence E. 323.4 feet; thence S. 152.3 feet; thence W. 408.4 feet; thence N. 393.3 feet; thence E. 85 feet to the point of beginning.

TRACT G:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Commencing at a point 504 feet W. of the NE corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32, and running thence S. 240 feet; thence W. 70 feet; thence N. 240 feet; thence E. 70 feet to the point of beginning.

TRACT H:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Commencing at a point 574 feet W. of the NE corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32, and running thence S. 240 feet; thence W. 69.5 feet; thence N. 240 feet; thence E. 69.50 feet to the point of beginning.

TRACT I:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°58'20" W. along the East-West centerline of said Section 32, 320 feet and S. 00°01'40" W. 132.48 feet from the E $\frac{1}{4}$ corner of said Section 32, running thence N. 89°58'20" W. 57 feet, thence N. 00°01'40" E. 132.3 feet, thence E. 57 feet, thence S. 00°01'40" W. 132.32 feet to the point of beginning.

(Continued)

The land description continues:

PARCEL J:

A portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, Township 1 South, Range 35 E.B.M., Bingham County, Idaho, described as:
Beginning at a point that is S. 89°54'15" E. 2640.26 feet along the section line to the S $\frac{1}{4}$ corner of said Section 26 and N. 00°00' E. 1844.24 feet along the North-South center section line and N. 90°00' 25.00 feet to the True Point of Beginning from the SW corner of said Section 26, said True Point of Beginning being 25 feet W. and 795 feet S. of the NE corner of said SW $\frac{1}{4}$ and running thence S. 69°08'00" W. 45.70 feet; thence S. 90°00' W. 317.58 feet; thence S. 30°30' E. 509.12 feet; thence S. 90°00' E. 120.00 feet to the westerly right-of-way of a county road; thence N. 04°25'47" W. 192.73 feet along said westerly right-of-way; thence N. 00°42'14" W. 262.82 feet along said westerly right-of-way to the point of beginning.

PARCEL K:

That portion of the S $\frac{1}{4}$ SW $\frac{1}{4}$ lying easterly of the East Branch of the Snake River Valley Irrigation Canal and westerly of Sand Creek, all in Section 2, Township 1 South, Range 37 E.B.M., Bingham County, Idaho; EXCEPTING THEREFROM the S. 25 feet for road right-of-way. ALSO, Township 1 South, Range 37 E.B.M., Bingham County, Idaho

Section 2: Lot 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$; EXCEPTING THEREFROM: Beginning at a point that is E. 1546.48 feet along the section line, from the NW corner of said Section 2, thence E. 136.31 feet along said Section line; thence S. 0°18'57" W. 356.24 feet; thence S. 88°35'45" W. 97.59 feet; thence N. 12°33'10" W. 164.16 feet; thence N. 0°17'31" W. 197.95 feet to the point of beginning.

(Continued)

The land description continues:

PARCEL L:

Township 1 South, Range 37 E.B.M., Bingham County, Idaho

Section 3: ~~N~~~~W~~~~1~~/~~4~~, ~~S~~~~W~~~~1~~/~~4~~, Lots 3 and 4; EXCEPTING from said Lots 3 and 4: Beginning at a point that is E. 1,249.8 feet along the Section line from the NW corner of said Section 3; and running thence E. along the Section line 395 feet to the center line of the Union Pacific Railroad spur track; thence following said center line of spur track southwesterly along a 10° curve to the right 456.3 feet; thence N. 0°42' W. 209.2 feet to the point of beginning, less the strip of land 10 feet wide lying northerly and parallel to said spur track measured at right angles from the center line of said spur track, also less 33 feet across the north side of the above-described property contained in present road right-of-way; ALSO EXCEPTING THEREFROM: Beginning at the NW corner of said Section 3; thence E. along the Section line 1249.80 feet; thence S. 0°42' E. 387.42 feet; thence S. 89°08'23" W. 1054.64 feet; thence N. 0°00'42" W. 46.91 feet; thence S. 89°44' W. 200.10 feet; thence N. 0°00'52" E. 357.24 feet to the point of beginning.

PARCEL M:

Township 1 South, Range 37 E.B.M., Bingham County, Idaho

Section 11: ~~N~~~~W~~~~1~~/~~4~~; ~~S~~~~W~~~~1~~/~~4~~; ~~N~~~~W~~~~1~~/~~4~~; and that portion of the ~~S~~~~E~~~~1~~/~~4~~~~N~~~~W~~~~1~~/~~4~~ and ~~N~~~~E~~~~1~~/~~4~~~~S~~~~W~~~~1~~/~~4~~ lying West of Sand Creek, EXCEPTING THEREFROM: County road right-of-way along the N. 25 feet of the ~~N~~~~W~~~~1~~/~~4~~, and County Road along the West Section line of said Section 11.

(Continued)

The land description continues:

PARCEL N:

Part of the S $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 1 South, Range 36 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°41'10" W. 486.93 feet along the section line to the E. bank of the Great Western Canal from the SE corner of said Section 14; and running thence N. 89°41'10" W. 2157.37 feet along the section line to the S $\frac{1}{4}$ corner of said Section 14; thence N. 00°01'51" W. 1330.74 feet along the North-South center section line to the NW corner of said S $\frac{1}{4}$ SE $\frac{1}{4}$; thence S. 89°53'51" E. 2462.18 feet along the N. line of said S $\frac{1}{4}$ SE $\frac{1}{4}$ to the westerly right-of-way of a County road; thence along said Westerly County right-of-way the following three (3) courses (1) S. 13°07'04" W. 539.86 feet; (2) thence S. 01°33'33" W. 87.74 feet; (3) thence S. 16°35'53" E. 43.97 feet to the N. corner of Deed Instrument No. Book 43, Page 435; thence along said deed and easterly bank of said Great Western Canal following three (3) courses (1) S. 27°43'36" W. 106.44 feet; (2) thence S. 13°33'20" W. 506.99 feet; (3) thence S. 13°46'57" W. 98.28 feet to the point of beginning.

172876

No. 1402.92
1782
Owner's Policy



POLICY OF TITLE INSURANCE



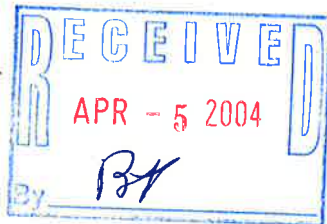
ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.



First American Title Insurance Company

BY

Parker S. Kennedy

PRESIDENT

ATTEST

Mark R. Arnesen

SECRETARY

COUNTERSIGNED:
FIRST AMERICAN TITLE COMPANY

Jim Wood
Title Officer

1055325

EXCLUSIONS FROM COVERAGE

matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which

of:
(i) ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or to (ii) the occupancy, use, or enjoyment of the land; (iii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iv) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (v) environmental action, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Policy. Governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

liens, encumbrances, adverse claims or other matters:

known, suffered, assumed or agreed to by the insured claimant;

known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company prior to the insured claimant becoming an insured under this policy;

resulting in no loss or damage to the insured claimant;

arising or created subsequent to Date of Policy; or

resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, insolvency, or similar creditors' rights laws, that is based on:

the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the

failure to:

(a) to timely record the instrument of transfer; or

(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

DEFINITION OF TERMS.

Following terms when used in this policy mean:

"insured": the insured named in Schedule A, and, any rights or defenses the Company would have to the named insured, those who succeed to the estate of the named insured by operation of law as to the estate of the named insured, but not limited to, devisees, survivors, personal representatives, or corporate or fiduciary successors.

"insured claimant": an insured claiming loss or

"knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to the insured by reason of the public records as defined in this policy or other records which impart constructive notice affecting the land.

"land": the land described or referred to in Schedule A, and improvements affixed thereto which by law are part of the real property. The term "land" does not include any improvements beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or interest in abutting streets, roads, avenues, alleys, lanes, easements, waterways, but nothing herein shall modify or limit the insured's right of access to and from the land insured by this policy.

"mortgage": mortgage, deed of trust, trust deed, or other security instrument.

"public records": records established under state law and entered in the public records at Date of Policy for the purpose of imparting notice of matters relating to real property to the insured and without knowledge. With respect to the insured, the Exclusions From Coverage, "public records" also include environmental protection liens filed with the clerk of the United States district court in which the land is located.

"unmarketability of the title": an alleged or actual defect affecting the title to the land, not excluded or excluded from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from his obligation to purchase by virtue of a contractual obligation requiring the delivery of marketable title.

CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

Coverage of this policy shall continue in force as to the insured in favor of an insured only so long as the insured owns an estate or interest in the land, or holds an interest secured by a purchase money mortgage given

by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including

for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all

This policy shall not continue in force in the event of the death of the insured under either (i) an estate interest in real property, or (ii) an indebtedness secured by a mortgage given to the insured.

NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing of any litigation as set forth in Section 4(a) of these Conditions. Knowledge shall come to an insured claimant of any claim of title or interest which is adverse to the insured estate or interest, as insured, and which might result in a claim for which the Company may be liable under this policy, or (iii) if title to the estate or interest, as insured, is unmarketable. If prompt notice shall be given to the Company, then as to the insured all liability shall terminate with regard to the matter or matters in which prompt notice is required; provided, the failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the insured shall be prejudiced by the failure and then only to the extent of the prejudice.

DEFENSE AND PROSECUTION OF ACTIONS; RIGHT OF INSURED CLAIMANT TO COOPERATE.

Upon written request by the insured and subject to the provisions contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without delay, shall provide for the defense of an insured claimant in any third party action asserting a claim against the insured estate or interest as insured, but only as to those causes of action alleging a defect, lien or encumbrance on other matter insured against by this policy. The insured shall have the right to select counsel of its choice to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of such counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

The Company shall have the right, at its own cost, to defend and prosecute any action or proceeding or to do so in any manner which in its opinion may be necessary or proper to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under this policy, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any defense of this policy. If the Company shall exercise its right under this paragraph, it shall do so diligently.

Whenever the Company shall have brought an action or defended a defense as required or permitted by the provisions of this policy, the Company may pursue any action to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all assistance in obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any action or proceeding which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company shall be relieved of its obligations to the insured under the policy shall include any liability or obligation to defend, prosecute or continue any litigation, with regard to the matter in which such cooperation is required.

PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under the provisions of these Conditions and Stipulations have been given to the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall be notified of the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against

(b) To Pay or Otherwise Settle With Parties Other than Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable

under this policy but shall not be liable for the cost of the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 114 East Fifth Street, Santa Ana, California 92701, or to the office which issued this policy.

FIRST AMERICAN



1889

First American Title Insurance Company

POLICY
OF
TITLE
INSURANCE



SCHEDULE A

Order No. 39523

Policy No. J - 1055325

Amount of Insurance: \$13,300,000.00

Premium \$34,785.00

Date of Policy: December 31, 1998, at 11:52 a.m.

1. Name of Insured:

BASIC AMERICAN, INC.

2. The estate or interest in the land which is covered by this policy is:

A FEE SIMPLE IN TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N AND AN EASEMENT OVER, UPON AND ACROSS TRACT O

3. Title to the estate or interest in the land is vested in:

BASIC AMERICAN, INC.

4. The land referred to in this policy is described as follows:

TRACT A:

Lot 7 in Block 28 of the City of Shelley, Bingham County, Idaho, according to the recorded Plat thereof; TOGETHER WITH that portion of Vacated Elm Street between Blocks 28 and 29 of said City of Shelley from the Westerly line of the intersection of Elm Street and South Emerson and running thence Westerly to the Railroad right-of-way line.

(Continued)

SCHEDULE A

Order No. 39523

Policy No. J - 1055325

The land description continues:

TRACT B:

All of Block 29 of the City of Shelley, Bingham County, Idaho, according to the recorded Plat thereof, **EXCEPT** fractional Lot 9; **TOGETHER WITH** that portion of Vacated Alley lying between Lots 2, 3, 4, 5, 6, 7 and 8 in said Block 29.

TRACT C:

A portion of the SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E. B. M., Bingham County, Idaho, described as: Beginning at a point which is W. 728.5 feet along the East-West centerline from the E $\frac{1}{4}$ of said Section 32, and running thence S. 393.3 feet; thence E. 408.4 feet; thence S. 926.7 feet; thence W. 1299.9 feet; thence N. 551 feet; thence W. 100 feet to the railroad right-of-way; thence N. 30°00'00" E. along said right-of-way to its intersection with the E. line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32; thence N. to the NE corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32; thence E. along said North line (East-West centerline) 591.5 feet, to the point of beginning, **EXCEPTING THEREFROM** Railroad right-of-way; **ALSO EXCEPTING** a strip 1 rod wide along the East side of the railroad; **ALSO EXCEPTING:** Beginning at the point of intersection of the centerlines of Park Avenue and Fir Street in the City of Shelley, Bingham County, Idaho, and running thence W. along the centerline of said Fir Street 756.98 feet; thence S. 00°01'40" W. 642.12 feet to the **TRUE POINT OF BEGINNING**; running thence S. 00°01'40" W. 244.00 feet; thence S. 89°56'57" W. 535.22 feet; thence N. 00°03'03" W. 244 feet; thence N. 89°56'57" E. 535.55 feet to the **TRUE POINT OF BEGINNING**. **ALSO EXCEPTING:** Beginning at a point 1714.12 feet N. 89°47'36" E. and 1570.78 feet N. 0°22'06" W. from the S $\frac{1}{4}$ corner of Section 32, Township 1 North, Range 37 E.B.M.; and running thence N. 0°22'06" W. 90.00 feet; thence S. 89°37'54" W. 50.00 feet; thence S. 0°22'06" E. 90.00 feet; thence N. 89°37'54" E. 50.00 feet to the point of beginning.

TRACT D:

The Northerly 9.85 feet of Fir Street, between Emerson Avenue and the Union Pacific Railroad, in Block 29 of the City of Shelley, Bingham County, Idaho, according to the recorded Plat thereof.

(Continued)

SCHEDULE A

Order No. 39523

Policy No. J - 1055325

The land description continues:

TRACT E:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°58'20" W. along the East-West centerline of said Section 32, 320 feet and S. 00°01'40" W. 132.48 feet from the E $\frac{1}{4}$ corner of said Section 32, and running thence S. 00°01'40" W. 101.52 feet; thence W. 184 feet; thence N. 00°01'40" E. 240 feet; thence E. 127 feet; thence S. 00°01'40" W. 132.3 feet; thence S. 89°58'20" E. 57 feet, more or less, to the point of beginning.

TRACT F:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point which is W. 643.5 feet from the E $\frac{1}{4}$ corner of said Section 32, and running thence S. 241 feet; thence E. 323.4 feet; thence S. 152.3 feet; thence W. 408.4 feet; thence N. 393.3 feet; thence E. 85 feet to the point of beginning.

TRACT G:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Commencing at a point 504 feet W. of the NE corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32, and running thence S. 240 feet; thence W. 70 feet; thence N. 240 feet; thence E. 70 feet to the point of beginning.

TRACT H:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Commencing at a point 574 feet W. of the NE corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32, and running thence S. 240 feet; thence W. 69.5 feet; thence N. 240 feet; thence E. 69.50 feet to the point of beginning.

TRACT I:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 37 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°58'20" W. along the East-West centerline of said Section 32, 320 feet and S. 00°01'40" W. 132.48 feet from the E $\frac{1}{4}$ corner of said Section 32, running thence N. 89°58'20" W. 57 feet, thence N. 00°01'40" E. 132.3 feet, thence E. 57 feet, thence S. 00°01'40" W. 132.32 feet to the point of beginning.

(Continued)

SCHEDULE A

Order No. 39523

Policy No. J - 1055325

The land description continues:

TRACT J:

A portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, Township 1 South, Range 35 E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is S. 89°54'15" E. 2640.26 feet along the section line to the S $\frac{1}{4}$ corner of said Section 26 and N. 00°00' E. 1844.24 feet along the North-South center section line and N. 90°00' 25.00 feet to the True Point of Beginning from the SW corner of said Section 26, said True Point of Beginning being 25 feet W. and 795 feet S. of the NE corner of said SW $\frac{1}{4}$ and running thence S. 69°08'00" W. 45.70 feet; thence S. 90°00' W. 317.58 feet; thence S. 30°30' E. 509.12 feet; thence S. 90°00' E. 120.00 feet to the westerly right-of-way of a county road; thence N. 04°25'47" W. 192.73 feet along said westerly right-of-way; thence N. 00°42'14" W. 262.82 feet along said westerly right-of-way to the point of beginning.

TRACT K:

That portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ lying easterly of the East Branch of the Snake River Valley Irrigation Canal and westerly of Sand Creek, all in Section 2, Township 1 South, Range 37 E.B.M., Bingham County, Idaho; **EXCEPTING THEREFROM** the S. 25 feet for road right-of-way. **ALSO,** Township 1 South, Range 37 E.B.M., Bingham County, Idaho

Section 2: Lot 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$; **EXCEPTING THEREFROM:** Beginning at a point that is E. 1546.48 feet along the section line, from the NW corner of said Section 2, thence E. 136.31 feet along said Section line; thence S. 0°18'57" W. 356.24 feet; thence S. 88°35'45" W. 97.59 feet; thence N. 12°33'10" W. 164.16 feet; thence N. 0°17'31" W. 197.95 feet to the point of beginning.

(Continued)

SCHEDULE A

Order No. 39523

Policy No. J - 1055325

The land description continues:

TRACT L:

Township 1 South, Range 37 E.B.M., Bingham County, Idaho

Section 3: $N\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, Lots 3 and 4; **EXCEPTING** from said Lots 3 and 4: Beginning at a point that is E. 1,249.8 feet along the Section line from the NW corner of said Section 3; and running thence E. along the Section line 395 feet to the center line of the Union Pacific Railroad spur track; thence following said center line of spur track southwesterly along a 10° curve to the right 456.3 feet; thence N. $0^\circ 42'$ W. 209.2 feet to the point of beginning, less the strip of land 10 feet wide lying northerly and parallel to said spur track measured at right angles from the center line of said spur track, also less 33 feet across the north side of the above-described property contained in present road right-of-way; **ALSO EXCEPTING THEREFROM:** Beginning at the NW corner of said Section 3; thence E. along the Section line 1249.80 feet; thence S. $0^\circ 42'$ E. 387.42 feet; thence S. $89^\circ 08' 23''$ W. 1054.64 feet; thence N. $0^\circ 00' 42''$ W. 46.91 feet; thence S. $89^\circ 44'$ W. 200.10 feet; thence N. $0^\circ 00' 52''$ E. 357.24 feet to the point of beginning.

TRACT M:

Township 1 South, Range 37 E.B.M., Bingham County, Idaho

Section 11: $N\frac{1}{2}NW\frac{1}{4}$; $SW\frac{1}{4}NW\frac{1}{4}$; $NW\frac{1}{4}SW\frac{1}{4}$; and that portion of the $SE\frac{1}{4}NW\frac{1}{4}$ and $NE\frac{1}{4}SW\frac{1}{4}$ lying West of Sand Creek, **EXCEPTING THEREFROM:** County road right-of-way along the N. 25 feet of the $N\frac{1}{2}NW\frac{1}{4}$, and County Road along the West Section line of said Section 11.

(Continued)

SCHEDULE A

Order No. 39523

Policy No. J - 1055325

The land description continues:

TRACT N:

Part of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14, Township 1 South, Range 36 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°41'10" W. 486.93 feet along the section line to the E. bank of the Great Western Canal from the SE corner of said Section 14; and running thence N. 89°41'10" W. 2157.37 feet along the section line to the S $\frac{1}{4}$ corner of said Section 14; thence N. 00°01'51" W. 1330.74 feet along the North-South center section line to the NW corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$; thence S. 89°53'51" E. 2462.18 feet along the N. line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ to the westerly right-of-way of a County road; thence along said Westerly County right-of-way the following three (3) courses (1) S. 13°07'04" W. 539.86 feet; (2) thence S. 01°33'33" W. 87.74 feet; (3) thence S. 16°35'53" E. 43.97 feet to the N. corner of Deed Instrument No. Book 43, Page 435; thence along said deed and easterly bank of said Great Western Canal following three (3) courses (1) S. 27°43'36" W. 106.44 feet; (2) thence S. 13°33'20" W. 506.99 feet; (3) thence S. 13°46'57" W. 98.28 feet to the point of beginning.

TRACT O:

An easement for all purposes over, upon and accross the following described land:

Beginning at a point of intersection of the centerline of Park Avenue and Fir Street in the City of Shelley, Bingham County, Idaho, and running thence W. along the centerline of said Fir Street 756.98; thence S. 0°01'40" W. 886.12 feet to the True Point of Beginning; running thence S. 0°01'40" W. 60.00 feet; thence S. 89°56'57" W. 535.14 feet; thence N. 0°03'03" W. 60 feet; thence N. 89°56'57" E. 535.22 feet to the True Point of Beginning.

SCHEDULE B

Order No. 39523

Policy No. J - 1055325

EXCEPTIONS FROM COVERAGE

Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

General taxes for 1998, in the following original amounts and Parcel Nos. of which the first half is paid, the balance are a lien now due and payable, not yet delinquent:

\$ 13,553.46	Parcel No. 20378.03	(covers Tracts A & B)
\$ 454.26	Parcel No. 20861.00	(covers Tracts C, D & F)
\$ 185.04	Parcel No. 20862.00	(covers Tracts G & H)
\$ 270.98	Parcel No. 20863.02	(covers Tract E)
\$ 114.12	Parcel No. 20863.03	(covers Tract I)
\$ 38.12	Parcel No. 02763.00,	(Covers Tract J)
\$ 448.66	Parcel No. 04903.00,	(Covers Tract K)
\$ 730.38	Parcel No. 04904.02,	(Covers Tract K)
\$ 1379.90	Parcel No. 04928.00,	(Covers Tract L)
\$ 274.42	Parcel No. 05042.00,	(Covers Tract M)
\$ 1670.08	Parcel No. 05048.00,	(Covers Tract M)
\$ 409.72	Parcel No. 03855.00,	(Covers Tract N)

3. Levies and assessments of Snake River Valley Irrigation District.
(Covers Tracts J, K, and L)

4. Right-of-way granted to American Telephone and Telegraph Co. of Wyoming for its lines and the lines of other companies over the SE $\frac{1}{4}$ of said Section 14, recorded in Book I of Miscellaneous, Page 564.
(Tract N)

5. Right-of-way as granted to East Line Canal Company for a strip of land three (3) rods wide running in a Southerly direction through N $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 11 and other land, by Instrument recorded September 10, 1900, in Book W of Deeds, Page 357.
(Tract M)

(Continued)

SCHEDULE B

Order No. 39523

Policy No. J - 1055325

EXCEPTIONS FROM COVERAGE

Exception in Deed dated February 9, 1903, as to a right-of-way for a four-foot ditch at base of butte in NW corner of said tract, recorded February 10, 1903, in Book Z of Deeds, Page 107.

(Tract M)

Levies and assessments of Idaho Irrigation District.

(Tract M)

Levies and assessments of New Sweden Irrigation District.

(Tract N)

Ditch rights-of-way over SW $\frac{1}{4}$ of Section 2, Township 1 South, Range 37 E.B.M., and other land, as granted by Ralph Edmunds and Kathryne Edmunds, his wife, to Herman J. Hasbrouck, by Instrument dated June 3, 1914, recorded June 8, 1914, in Book 25 of Deeds, Page 251. (Tract K)

10. Deed-Easement dated May 21, 1917, executed by Utah-Idaho Sugar Co., a corporation to Utah Power & Light Co., recorded September 26, 1917, in Book 23 of Deeds, Page 403, along a line described as follows: Commencing on North boundary of grantors' land 1815 feet E. of the NW corner of Section 3, Township 1 South, Range 37 E.B.M., thence S. 0°15' E. 838 feet to angle point, thence N. 86°45' W. 1380 feet, all being within the NW $\frac{1}{4}$ of said Section 3.

(Tract L)

11. Easement granted by Utah-Idaho Sugar Co. to Oregon Short Line Railroad Company, a Utah Corporation, over a strip of land 17 feet wide, being 8.5 feet on each side of center line of each of the present spur tracks of said Oregon Short Line Railroad as same are now located upon grantors property in Lots 3 and 4 in Section 3, Township 1 South, Range 37 E.B.M., together with a right-of-way of similar width for any trackage that may be hereafter constructed upon the above described property by said Oregon Short Line Railroad Company, its successors or assigns, by Instrument recorded March 22, 1918 in Book D of Miscellaneous Records, Page 155.

(Continued)

SCHEDULE B

Order No. 39523

Policy No. J - 1055325

EXCEPTIONS FROM COVERAGE

A perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of an electrical substation for use in the transmission and distribution of electrical energy and for all purposes incidental thereto, over and upon Beginning on South side of the County Road 10 feet W. of power transmission line which point is approximately 33 feet S. and 1805 feet E. of the NW corner of Section 3, Township 1 South, Range 37 E.B.M., thence running E. 40 feet, thence S. 32 feet, thence W. 40 feet, thence N. 32 feet to the point of beginning, as granted by Utah Idaho Sugar Company, A Corporation, to Utah Power Company, A Corporation, by Instrument recorded September 6, 1922, in Book 42 of Deeds, Page 41.

The interest of Utah Power Company, A Corporation conveyed to Utah Power & Light Company, A Maine Corporation, by Instrument recorded September 6, 1922, in book 42 of Deeds, Page 32.

(Tract Parcel L)

5. A perpetual easement and right-of-way for transmission line and 4-2 pole towers with guys and other attachments affixed thereto across a tract of land 50 feet in width, being 25 feet on each side of the following described tract: Beginning at a point 190 feet N. and 1320 feet E., more or less, from the W $\frac{1}{4}$ corner of said Section 11, thence N. 25°11' E. 1219 feet to a fence line on the North boundary of said land, by Instrument dated June 13, 1952, executed by James C. Hamilton and Ruth H. Hamilton, his wife, to Utah Power & Light Company, a corporation, recorded October 30, 1952, as Instrument No. 27958.

(Tract M)

(Continued)

SCHEDULE B

Order No. 39523

Policy No. J - 1055325

EXCEPTIONS FROM COVERAGE

A perpetual easement and right-of-way for transmission line and 4-2 pole towers with guys and other attachments affixed thereto across a tract of land 50 feet in width, being 25 feet on each side of the following described tract: Beginning at fence on South boundary line of grantor's land at a point 1320 feet N. and 625 feet E., more or less, from the SW corner of said Section 11, thence N. 25°11' E. 1658 feet to fence on East boundary line of said land; also beginning at fence on South boundary line of grantor's land at a point 1320 feet S. and 770 feet W., more or less, from the NE corner of said Section 11, thence N. 25°11' E. 1463 feet to the North boundary line of said land at South fence of County Road and being in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 11, by Instrument dated June 12, 1952, executed by L.C. Christensen and Lottie Christensen, his wife, to Utah Power & Light Company, a corporation, recorded October 30, 1952, as Instrument No. 27959.

(Tract M)

5. Pole Line Easement as granted to Utah Power & Light Company, A Corporation over Beginning at an existing pole on the grantors' land at a point 1,320 feet S. and 320 feet W., more or less from the E $\frac{1}{4}$ corner of Section 32, Township 1 North, Range 37 E.B.M., thence Westerly 475 feet on said land and being in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32, by Instrument recorded January 8, 1969, as Instrument No. 144152, records of said County. (Covers part of Tract F)

15. Pole Line Easement as granted to Utah Power & Light Company, A Corporation over Beginning at the W. boundary fence of the grantors' land at a point 740 feet S. and 1,700 feet W., more or less, from the E $\frac{1}{4}$ corner of Section 32, Township 1 North, Range 37 E.B.M., thence S. 62°07'00" E. 1 foot on said land and being in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32, by Instrument recorded August 15, 1966, as Instrument No. 125517, records of said County. (Covers part of Tract F)

(Continued)

SCHEDULE B

Order No. 39523

Policy No. J - 1055325

EXCEPTIONS FROM COVERAGE

Right-of-way for ingress and egress over and across Beginning at the point of intersection of the centerlines of Park Avenue and Fir Street in the City of Shelley, Bingham County, Idaho, running thence W. along the centerline of said Fir Street 711.98 feet, thence S. $00^{\circ}01'40''$ W. 49.50 feet to the TRUE POINT OF BEGINNING, thence S. $00^{\circ}01'40''$ W. 392.96 feet, thence S. $89^{\circ}58'20''$ E. 5 feet, thence S. $0^{\circ}01'40''$ W. 926.68 feet, thence N. $89^{\circ}58'20''$ W. 50 feet, thence N. $00^{\circ}01'40''$ E. 1,319.62 feet, thence E. 50 feet to the TRUE POINT OF BEGINNING; also an easement over Beginning at the point of intersection of the centerline of Park Avenue and Fir street in the said City of Shelley, running thence W. along the centerline of said Fir street 756.98 feet, thence S. $00^{\circ}01'40''$ W. 582.12 feet to the TRUE POINT OF BEGINNING, running thence S. $00^{\circ}01'40''$ W. 60 feet, thence S. $89^{\circ}56'57''$ W. 535.55 feet, thence S. $00^{\circ}03'03''$ E. 244 feet, thence N. $89^{\circ}56'57''$ E. 535.22 feet, thence S. $00^{\circ}01'40''$ W. 60 feet, thence S. $89^{\circ}56'57''$ W. 595.14 feet, thence N. $00^{\circ}03'03''$ W. 364 feet, thence N. $89^{\circ}56'57''$ E. 595.64 feet to the TRUE POINT OF BEGINNING; as granted by The R. T. French Company, A Corporation, to Shelley Investment, A Partnership, by Instrument recorded May 18, 1984, as Instrument No. 321145, records of said County.

Right-of-way as granted to Mountain States Telephone and Telegraph Company, for its lines and the lines of other companies over: Beginning at a point that is S. 213.5 feet from the NW corner of said Section 11, thence E. 30 feet, more or less, to the East boundary fence line of the County Road (Butte Road) right-of-way, said point being the real point of beginning; thence E. 20 feet, end of easement, by Instrument recorded May 21, 1984, as Instrument 321247.
(Tract M)

Easement upon the terms, conditions and provisions contained therein:

Dated: September 28, 1988

Parties: Shelley Investments, a Utah limited partnership, and The Pillsbury Company, Inc., a Delaware corporation

Recorded: October 7, 1988, as Instrument No. 375135

(Tract C)

(continued)

SCHEDULE B

Order No. 39523

Policy No. J - 1055325

EXCEPTIONS FROM COVERAGE

Easement for electric transmission lines granted to PacifiCorp, an Oregon Corporation, dba Utah Power & Light Company, its successors in interest and assigns, recorded as Instrument No. 387631. (Tract L)

Access Easement granted to Pacificorp recorded as Instrument No. 387711. (Tract C)

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or overlapping of improvements shown on surveys recorded as Instrument Nos. 323343 and 345456, and ALTA/ACSM Land Title Survey by Harper-Leavitt Engineering, Inc., dated December 18, 1998 as Job Nos. 98222, 98266 and 98265.

An inspection of said land discloses leasehold or other interest of Dave Kingston Produce.

ENDORSEMENT

Attached to Policy No. J 1055325
Issued By

First American Title Insurance Company

The Company hereby insures against loss which the Insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance which the Company hereby gives:
 - (a) That there are no present violations on the land of any enforceable covenants, conditions or restrictions;
 - (b) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on the land onto adjoining lands, nor any encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2. Unmarketability of the title to the estate or interest by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest by the Insured, of any covenants, conditions or restrictions.
3. Damage to existing building improvements,
 - (a) which are located or encroach upon the portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain the easement for the purposes for which the same was granted or reserved;
 - (b) resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or restrictions contained in any lease.

No coverage is provided under this endorsement as to any covenant, condition, restriction or other provision relating to environmental protection.

ENDORSEMENT

Attached to Policy No. J 1055325
Order No. 39523

Issued By

First American Title Insurance Company

(b) requiring the removal or alteration of the structure on the basis that, at Date of Policy, the ordinances and amendments thereto have been violated with respect to any of the following matters:

- (i) Area, width or depth of the land as a building site for the structure;
- (ii) Floor space area of the structure;
- (iii) Setback of the structure from the property lines of the land; or
- (iv) Height of the structure.

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 31, 1998, at 11:52 a.m.

First American Title Insurance Company
By: Kim Wood
Authorized Signatory

CLTA Form 123.2 (Rev. 3-13-87)
ALTA Form 3.1 (6-1-87)

ENDORSEMENT

Attached to Policy No. J 1055325

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to be the same as that delineated on the plats of surveys shown on Instrument Nos. 323343 and 345456, and ALTA/ACSM Land Title Surveys made by Harper Leavitt Engineering, Inc. on December 18, 1998, designated Job Nos. 98222, 98265, 98266.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 31, 1998, at 11:52 a.m.

First American Title Insurance Company

By:



Authorized Signatory

CLTA Form 116.1 (Rev. 6-14-96)

ENDORSEMENT

Attached to Policy No. J 1055325

Issued By

First American Title Insurance Company

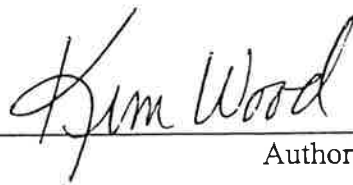
The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure Tracts A, B and D described in Schedule A to be contiguous, and Tracts C, E, F, G, H, and I to be contiguous.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 31, 1998, at 11:52 a.m.

First American Title Insurance Company

By:



Authorized Signatory

CLTA Form 116.4 (Rev. 6-14-96)

ENDORSEMENT

Attached to Policy No. J 1055325
Order No. 39523

Issued By

First American Title Insurance Company

1. The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:

(a) According to applicable zoning ordinances and amendments thereto, Tracts A, B, C, D, E, F, G, H, I, and O are zoned M (Manufacturing), and Tracts J, K, L, M, and N are zoned A (Agricultural).

(b) The following use or uses are allowed under these classifications subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses:

M: General Agriculture, Warehousing, Animal Clinic, Auto Sales/Service, Auto Service Station, Broadcast Tower, Contractor Shop/Yard, Heavy Equipment Sales/Service, Livestock Auction, Sheet Metal Shop, Sign Painting Shop, Storage Units, Trucking Terminal Yard, Asphalt Plant, Bottling Plant, Cement Products Mfg., Chemical Storage/Dist., Concrete Batch Plant, Excavation, Factory Outlet, Fertilizer Stor./Dist., Grain Storage, Gravel Extraction, Machine Shop, Manufacturing Plant, Meat Pack/No Slaughter, Meat Pack/Slaughter, Monument Works, Planing/Saw Mill, Potato Packing Shed, Potato Processing, Public Utility Yard, Rock Crushing, Salvage Yard, Warehousing, Waste Treatment Plant, Utility Facility.

A: Mineral exploration, Recreation (other), General Agriculture, Feedlot, Poultry Operation, Dairies, Plant Nursery, Roadside Stand, Warehousing, Additional Dwelling, Home Occupation, Shelter Home (8 or fewer residents), Single family dwelling, Two family dwelling, Contractor Shop & Yard, Greenhouse, Kennel, Nursing Home (8 or fewer residents), Church, Public School.

2. The Company further insures against loss or damage arising from a final decree of a court of competent jurisdiction

(a) prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b); or

ENDORSEMENT

Attached to Policy No. J 1055325

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to abut upon a physically open street.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 31, 1998, at 11:52 a.m.

First American Title Insurance Company

By:



Authorized Signatory

CLTA Form 103.7 (Rev. 6-14-96)

The total liability of the Company under the policy and any endorsements therein shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of the policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Dated: December 31, 1998, at 11:52 a.m.

First American Title Insurance Company

By:



Authorized Signatory

F.A. Form 31.1 (Revised 11-15-95)

file

Bird, Cindy

From: Jo Beeman [jo.beeman@beemanlaw.com]
Sent: Friday, March 26, 2004 9:47 PM
To: Cindy Bird (IDWR)
Subject: Basic American Foods (Shelley): SRBA claims 27-4019 and 27-7411

Cindy,

I have been working with Larry Sautter on the affidavit regarding year round use of the two wells at the plant (SRBA claim 27-4019) and the well at the spray fields (SRBA claim 27-7411) for Basic American Food's processing plant in Shelley.

Merlyn Browning should be able to sign the affidavit Monday or Tuesday when he returns to Shelley from Utah. It will be waiting for him in Larry's office and Larry will mail it directly to you in Soda Springs once it is signed and notarized.

Larry also wants you to know that Dan Hatch with Basic American Foods has signed the change in name forms and you will receive those shortly.

Finally, information about the plant's historical diverted volume is under review. Do you need that by March 31? Later?

I appreciate the assistance. You are welcome to call.

Jo

Josephine P. Beeman
 Beeman & Associates, P.C.
 Phone: 208-331-0950
 Fax: 208-331-0954
jo.beeman@beemanlaw.com

CONFIDENTIALITY NOTICE: This transmission is intended only for the use of the individual(s) named as recipients. It may contain information that is privileged, confidential and/or protected from disclosure under applicable law including, but not limited to, the attorney client privilege and/or work product doctrine. If you are not the intended recipient of this transmission, please notify the sender immediately by telephone. Do not deliver, distribute or copy this transmission, disclose its contents, or take any action in reliance on the information it contains.

3/31/2004

Josephine P. Beeman #1806
BEEMAN & ASSOCIATES, P.C.
409 West Jefferson Street
Boise, ID 83702
Phone: (208) 331-0950
Fax: (208) 331-0954
jo.beeman@beemanlaw.com

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

In Re SRBA	)	
	)	
Case No. 39576	)	AFFIDAVIT OF MERLYN BROWNING
_____	)	IN SUPPORT OF SRBA CLAIMS
		27-4019 AND 27-7411

STATE OF IDAHO	)
	) ss:
COUNTY OF BINGHAM	)

I, Merlyn Browning, after first being duly sworn upon oath, depose and state that:

(1) My name is Merlyn Browning. From 1958 through August 1996, I was a fulltime employee for the potato processing plant now owned and operated by Basic American Foods, Inc. in Shelley, Idaho. I was first employed by the R. T. French Company and then the Pillsbury Company. The Pillsbury Company owned the plant at the time of my retirement in 1996.

(2) From 1958 to 1974, I was the maintenance foreman and then the maintenance packaging foreman at the processing plant. In 1974, the plant stopped discharging its process water and operating water into the Snake River and added "spray fields" for the year-round land application of its process water and operating water. From 1974 to August 1996, I was the contract employee responsible for year-round operation of the "spray fields." My son Dave Browning assumed those responsibilities in August 1996 and is the current contract employee for the "spray fields."

(3) Due to my employment, I was familiar with the use and operation of the wells at the plant from 1958 through August 1996, the land application of the plant's process/operating water at the "spray fields" from 1974 through August 1996, and the use and operation of the well at the "spray fields" from its first use in the summer of 1984 through August 1996.

(4) The plant wells were commonly known as well #2 and well #3. Their location never changed and their use remained generally the same over time. A third well at the plant stopped operating about 40 years ago when the warehouse was built over its location.

(5) Well #2 and well #3 operated continuously, except for repairs and maintenance. They supplied water for the potato dehydration operations of the plant when the plant was in production. The actual production days in a year could vary depending upon growing conditions and market conditions. The plant was usually in production twenty-four hours a day from sometime in August to mid-July. This could range from at least 310 days to sometimes more than 330 days in some years.

(6) Well #2 and well #3 also supplied water year round at the plant for restrooms, steam heating, general cleaning, and air compressors. The air compressors required large quantities of water at all times and had their heaviest use during production shut down. Cleanup operations typically occurred for eight hours every two weeks. The wells also supplied water for landscaping. The water supplied to the restrooms exited the plant to the sewer system for the City of Shelley.

(7) This mode of operation occurred from 1958 through my retirement in August 1996.

(8) Water from the plant began to be land applied to the "spray fields" in 1974. The water from the plant was supplied year round to the "spray fields". Process water was supplied through out the days the plant was in production. When the plant was not in production, the

water from ongoing plant operations to the "spray fields" was about 200 gallons per minute. The land application occurred continuously from 1974 through my retirement in August 1996.

(9) The small well at the "spray fields" was drilled and began operation in the summer of 1984. It was near the location where the pipe from the plant connected to the irrigation lines for the land application system at the "spray fields". The use of this small well remained generally the same over time. Throughout the year, it was used to clean the line which carried the water from the plant and to purge the irrigation lines for the "spray fields". The purging was done once or twice a week. The well was also used to prime the canal pumps when canal water was mixed with water from the plant for land application during the growing season.

(10) This mode of operation occurred from the summer of 1984 through my retirement in August 1996.

(11) I am aware that the R. T. French Company filed a claim 27-4019 with the Idaho Department of Water Resources in 1979 that states the wells at the plant were used for commercial purposes from September 15 to July 1, although the wells were actually operated year round for the plant. Lynn Sirrine signed the claim and may have focused on the processing cycle that year. From my personal knowledge, I know that the wells at the plant, well #2 and well #3, operated year round since 1958. The "spray fields" were also in operation year round in 1979.

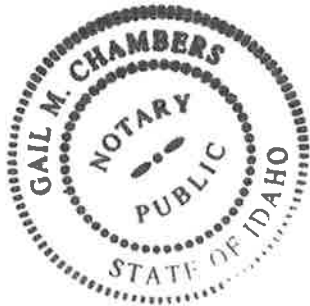
(12) I am aware that water right license 27-7411 for the small well at the "spray fields" states that the well was used March 15 to November 15, although the well was used year round. Frank Latta signed the water right application for the well and may have focused on land application during the growing season rather than the year-round land application of the plant's process water and operation water during the growing and nongrowing seasons. From my personal knowledge, I know that the well at the "spray fields" operated year round since 1984.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

Dated this ^{MB} ~~8~~-29 day of March 2004.

Merlyn Browning
MERLYN BROWNING

SUBSCRIBED AND SWORN before me on this 29 day of March 2004.



Gail M. Chambers
Notary Public for Idaho
Residing at Refugio, Idaho
Commission Expires: 1-12-2010

Z:\1773\76161





State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

The Pillsbury Company, Inc.
434 South Emerson
Shelley, ID 83274

Larry Santler

February 17, 2004

Re: Snake River Basin Adjudication (SRBA)
Claim 27-4019 & 27-7411

Subject: ENLARGEMENT CLAIM

COPY

Response Date: March 12, 2004

Dear Claimant(s):

The Idaho Department of Water Resources has begun its water right review in Basin 27. After reviewing your claims referenced above, we found a change in the season of use (SOU). Statutory claim number 27-4019 was filed with the SOU of 09/15 to 07/01 and water right number 27-7411 was licensed with a 03/15 to 11/15 SOU. The SRBA claims claim a SOU 01/01 to 12/31 on both claims. When did the SOU change? In order to change the season of use you will need to file an enlargement claim, without filing an enlargement this new season of use cannot be approved.

If you have any questions, please feel free to contact me at 547-3993.

Respectfully;

Cindy E. Bird

Cindy E. Bird
Adjudication Bureau

CEB/pb



Close

From: Harold and Anne Marie Jones [SMTP:powder1@ida.net]**To:** Payne, Barbara**Cc:****Subject:** Re: Pillsbury**Sent:** 2/4/2004 5:21 PM**Importance:** Normal

None of these wells is 27-7411. That well is out in Sec 2 near the irrigated ground. The info on the claims from Pillsbury is probably questionable as they bought the plant from R T French. I tried to match up the well construction dates with the well logs, not the depth. See the GPS data for the locations of the wells. Both these wells are in SEC 32 just N & S of each other.

Each well listed services just one claim. However, the commercial application of the wastewater is universal on the farm ground shown by drawn-in pivots and 1/2 pivots provided by Basic American Foods.

The write up for 27-7411 has the original field exam with it and all the pertinent data is in that 1986 exam. That well is only used for clean-up and the waste-water/canal water mixing site before application to the farm land.

So far I have not sent Cindy the GPS location of the well for 27-7411 but it is where the old field exam says it is in the SWSW corner.

If you need further clarification, give me a call.

Skip

--

Anne Marie Jones
2101 Bramble Lane
Idaho Falls, Idaho 83402

Technology Fellow
Albertson Foundation
e-mail Ajones@ext.jkaf.org

Work:
Century High School
7801 Diamonback Lane
Pocatello, Idaho 83204
208-478-6863
e-mail jonesa1@d25.k12.id.us



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

4 February 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

COPY

Larry Sautter
Basic American Foods
434 South Emerson
Shelley, ID 83274

Re: Snake River Basin Adjudication (SRBA)
Claim 27-2116, 27-4019, 27-7411

Subject: OWNERSHIP CHANGE REMINDER

Response Date: 27 February 2004

Dear Claimant(s):

On January 16 Howard Jones visited with you concerning your company's water claims. He left with you an Ownership Change form. To date we have not received the signed form. We are unable to complete the recommendation to the Court without a signed Ownership Change in our files.

Please feel free to call me at 547-3993 if you have any questions.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/bjp
Enclosures:

State of Idaho
Department of Water Resources
WATER RIGHT LICENSE

OCT 20 1986
Department of Water Resources
Eastern District Office

License of Water Right No. 27-7411 Priority June 12, 1985 Amount 0.39 cfs

THIS IS TO CERTIFY, that The Pillsbury Co.
of Shelley, Idaho, has complied with the terms and conditions of Permit
No. 27-7411 issued pursuant to Application for Permit dated June 12, 1985,
and has submitted proof to the Department of Water Resources on October 28, 1985,
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 0.47 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
<u>Commercial</u>	from <u>March 15</u> to <u>November 15</u>	at <u>0.39</u> cfs and	<u>4.5</u> acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 0.39 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 is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
4.5 acre feet per year, said waters to be diverted within the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 2
Twp 1S, Rge 37E in the County of Bingham

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
1S	37E	2					GL 3 X			X	X		X	X					

Total number of acres irrigated _____

RECEIVED

Department of Water Resources

1. Owner: Pillsbury Company Permit No. 27-7411
Current Address: 434 S Emerson Shalley Phone No. 357-3402

2. Accompanied by: Francis A. Latta
Address: 434 S Emerson Phone No. EXAM. DATE: 6-18-86
Relationship to Permit Holder: Engineering Manager 357-3402

3. Source: groundwater tributary to NA

Well/Diversion* No.	Motor Make	HP	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	Berkley	15	SH/1800 RPM	Berkley	632A66-15

*Code with well number

*Code with points of diversion, system diagram & photos on reverse side. Disregard if only one.

5. System Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

105' static Water Level, pump to 12' suction line (via 3" pipe) to two Cornell centrifugal pumps to an 8" and 10" main line used for irrigation lines. Well pump is a 15 Hp Berkeley submersible. ✓

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Theoretical						

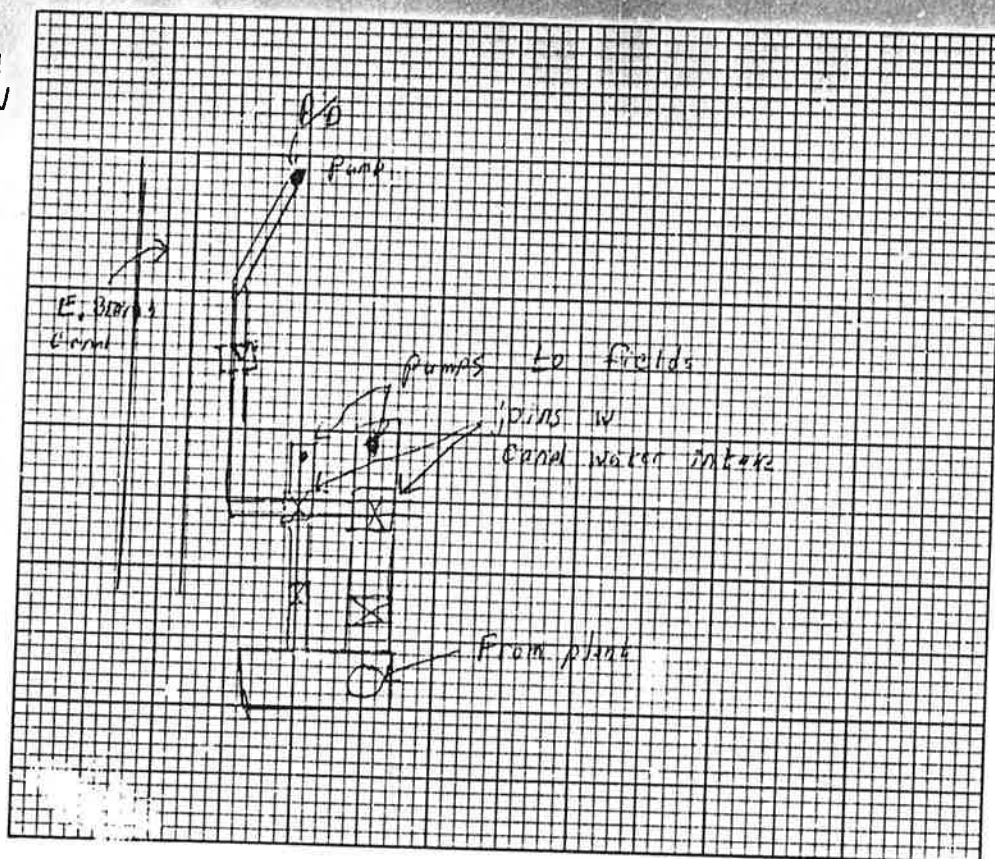
7. Measurements Theoretical ☐ Additional data/computation sheets attached

8. Point(s) of Diversion:						Indicate Method of Determination <i>U.S. G.S. Twp</i>	
Ident #	1/4	1/4	1/4	Sec.	Twp.	Rge.	Survey Information from Known Corner
				2	15	37E	County <i>Bingham</i>
							Remarks

[illegible]

10. Other water rights on these lands Own Shares in Snake River Canal Co. Idaho Canal for irrigation
 11. Other water right diverted from same p.d. None

12. **Diversion and Delivery System Diagram:** Indicate all major components and distances between components. Indicate ditch size/pipe I.D. as applicable. Indicate on systems with measurement port the distance between the port and the nearest component/pipe bend/restriction both upstream and downstream, and the inside pipe diameter at the measurement port. On multiple diversion systems indicate how diversion systems are connected.



13. ☒ Photo of Diversion & System Attached

- ☒ Aerial Photo of Place of Use Attached or Map of Irrigated Acreage Attached

14. Remarks Irrigation is done by mixture of Canal
plant waste water. Groundwater is used only
to purge irrigation lines and mainline from plant
also used to inspect water quality in area. Purged
twice a week

15. Recommended Amendments

- ☐ Change P.D. as reflected above
☐ Change P.U. as reflected above

- ☐ Add P.D. as reflected above
☒ Add P.U. as reflected above

- ☐ None
☐ Other

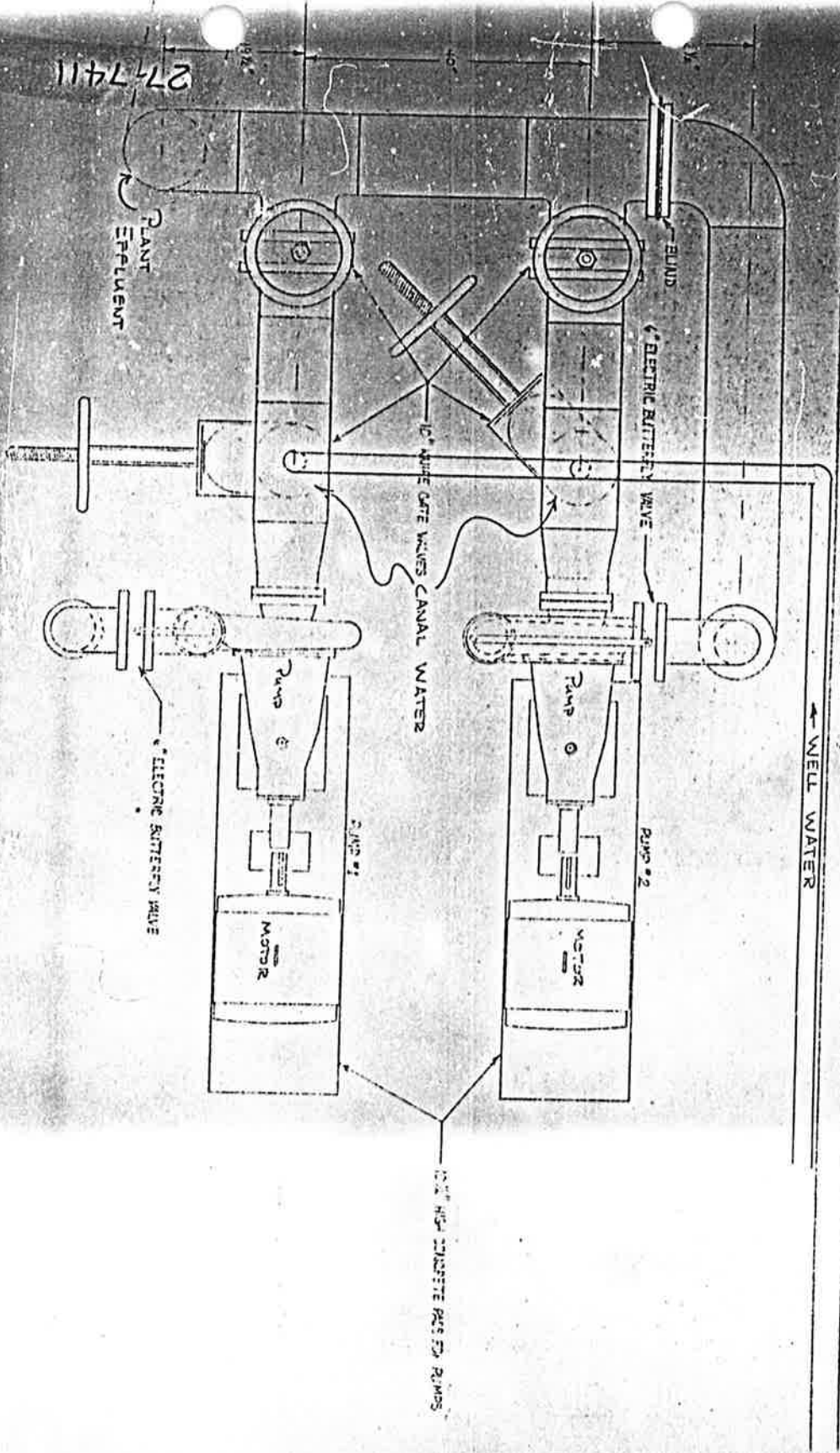
16. Examiner's/Consultant's Signature John W. Aronson Date 6-26-86

Consultant's License Number _____

IDWR Director's Authorization to Conduct
 Beneficial Use Examination _____

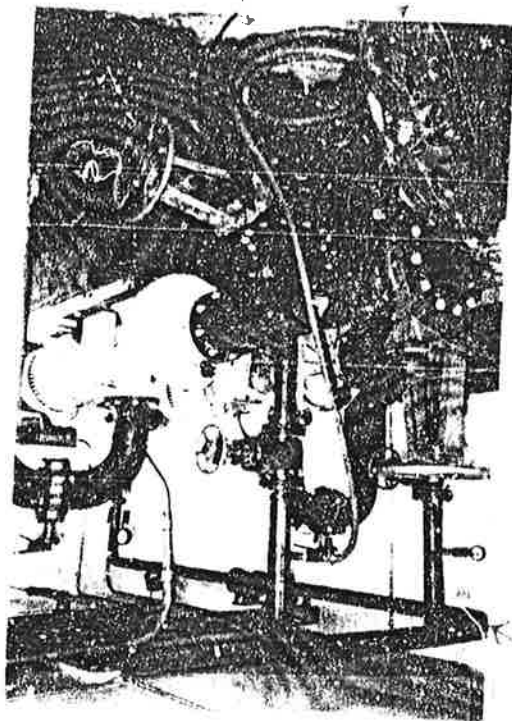
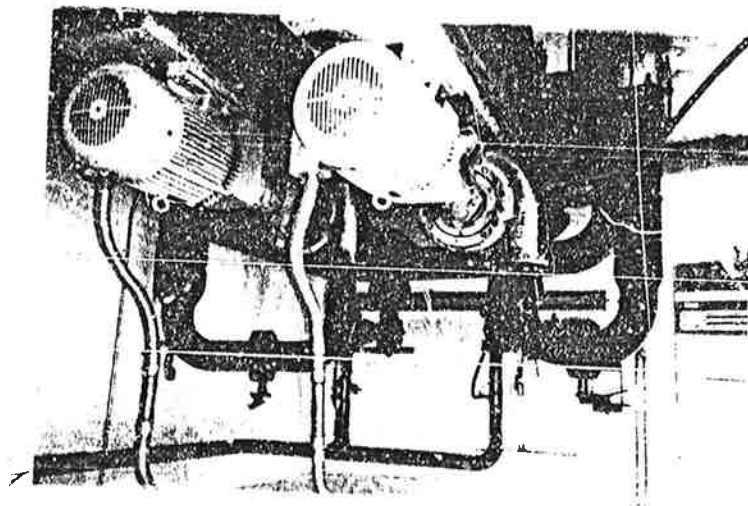
Date _____

CONSULTANT SEAL



27-7411

1147 13



1147 13



WATER TANK

EDWARD CANAL CO.

TIN
TIS

EL 4452

3 2

R37E

(NEW)

FLOOD/SURGE POND
90 ACRES

RISES EVERY 60'

APPROX. 1200' MAINLINE

EL 4430

EAST BRANCH
CANAL

LINE TO NEW
SYSTEM

LINE TO EDGE FIELD

SEC
2

EL 4426

PLACE OF USE

MAINLINE

RISES EVERY 60'

POINT OF
DIVERSION

POINT C
PUMP STATION

(OLD)

90 ACRES

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

EL 4426

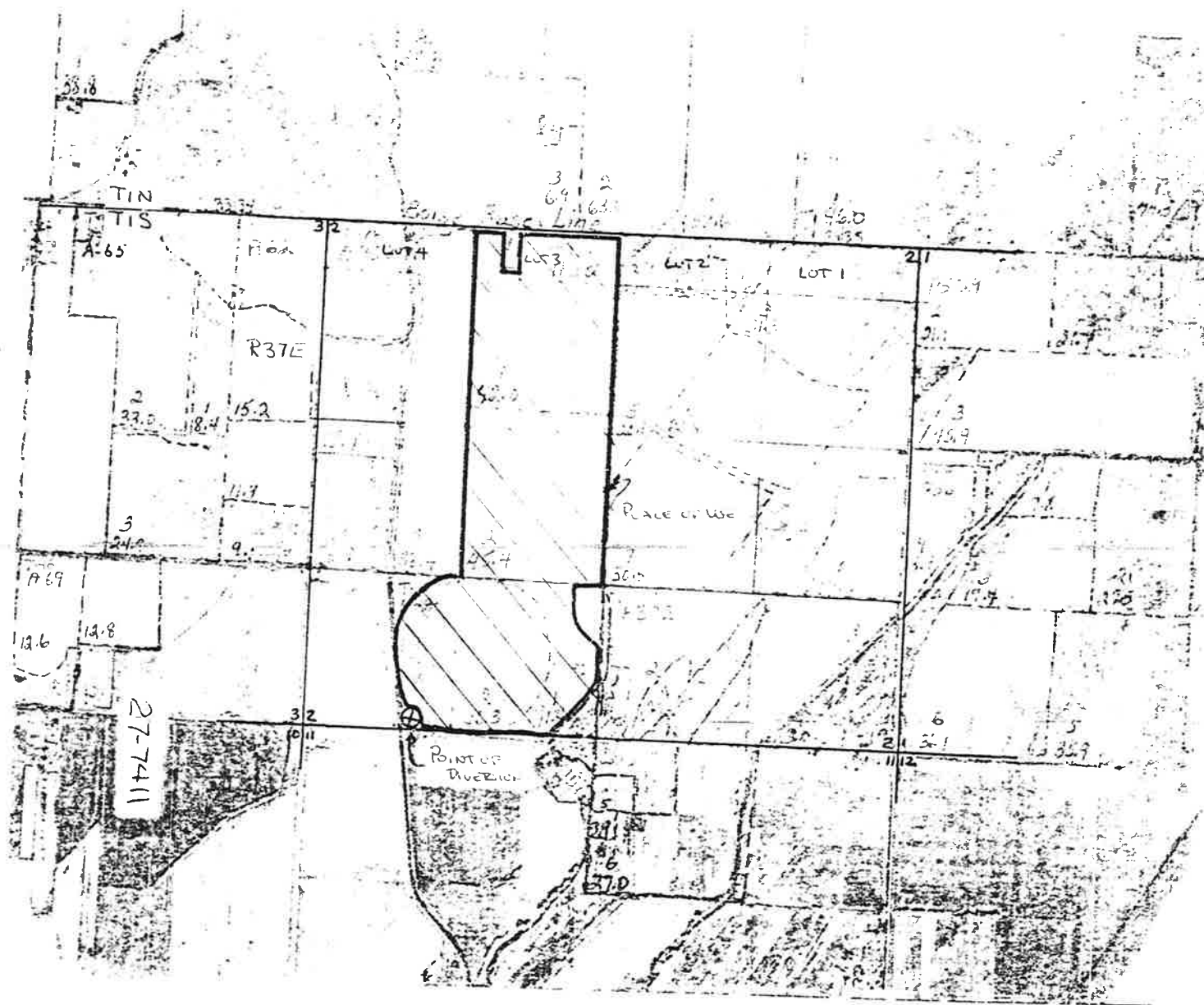
EL 4426

EL 4426

EL 4426

EL 4426

27-7411



1152-22

DEPARTMENT OF WATER RESOURCES
LICENSING REPORT

27-7411

Permit No.

1. Measurement Calculations

a) Field Measurement Calculations (Include theoretical capacities and system capacity)

$$\text{Theoretical: } Q = \frac{8.8 (H_p) (Eff)}{2.31 (psi) + \text{lift}} = \frac{8.8 (15) (-.86)}{2.31 (60) + 105} = 0.47 \text{ cfs}$$

permit = 0.39 cfs

recommend 0.39 cfs by permit

SEE ATTACHED: BERKELEY GSZALC is Submittable Performance Chart

b) Volume Calculations for Irrigation: *N/A*

$V_{ir} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$

$V_{dr} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$

$V = \text{Smaller of } V_{ir} \text{ and } V_{dr} =$

c) Volume Calculations for Other Uses:

$$V_{com} = 0.39 \times 245 \text{ days} \times \frac{\text{week}}{7 \text{ days}} \times \frac{2 \text{ times}}{\text{wk}} \times 1.9835 \times \frac{2 \text{ hr}}{24 \text{ hr}} = 4.5 \text{ afa}$$

2. Overlap Review

a) Other water rights with same place of use: *None*

b) Other water rights with same point of diversion: *None*

c) Analysis:

RECOMMENDED AMOUNTS

- | Permit No. | Priority | Amount | App. Date | Date Proof Submitted | System Capacity |
|------------|----------|--------|-----------|----------------------|-----------------|
| 27-7411 | | | | | 0.47 cfs |

4. Permit Holder:

Address:

5. Source: groundwater

tributary to N.A.

6. Beneficial Use

Period of Use
From To

Rate of Diversion
Q (cfs)Annual Volume
V (afa)

Commercial

3-15 11-15

0.39

4.5

Allowable Maximums: 0.39

4.5

7. Point(s) of Diversion: No Change

[illegible]

8. Place(s) of Use No Change

[illegible]

9. Recommended Conditions/Remarks:

- ## 10. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None

☐ Change P.U. as reflected above ☒ Add P.U. as reflected above ☐ Other

11. Examiner's Signature *[Signature]*

Checked in Regional Office by Kirsti Nelson

Approved in State Office by _____ *Jim*

Date 6-26-86

Date 16 July 1956

Date 8-19-86

CONDITIONS OF APPROVAL

- a. 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.
- b. The right to the use of the water hereby confirmed is restricted and appurtenant to lands or place of use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.
- c. Any water right confirmed in this license for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this license and shall not give rise to any right or claim against any future rights to the use of water other than hydropower, within the State of Idaho initiated later in time than the priority of this license.

{ Water used under this right is for cleaning the distribution system used to discharge plant wastewater. Plant wastewater is co-mingled with fresh water and is used for irrigation.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 17TH day of OCTOBER, 19 86.

Acting for the Director



RECEIVED

SEP 8 1986

STATE OF IDAHO

Ident. No. 7

Department of Water Resources

APPLICATION FOR AMENDMENT CT 2 1986
(For Licensing Purposes)

APPROVED

Department of Water Resources

Comes now The Pillsbury Co. Phone _____
of (address) 434 S. Emerson Shelley, ID 83274, and represents to the
Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the
State of Idaho No. 27-7411, and requests that the permit be changed as follows:

1a. Point of diversion: SW 1/4 SW 1/4 Section 2, Township 1S, Range 37E,
B.M., County of Bingham. Other points of diversion: _____

1b. Source: groundwater tributary to -----

2a. Period and nature of use:

Amount 0.39 for Commercial purposes from 3/15 to 11/15 (both dates inclusive)
(cfs or acre feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

2b. The maximum quantity diverted shall not exceed 0.39 cfs or 4.5 acre feet
per year.

3. Place of use or land to be irrigated:

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
1S	37E	2					X			X	X		X	X					

Total number of acres to be irrigated = _____

4. Date of priority: June 12, 1985

5. Conditions (if any):

Remarks: Water used under this right is for cleaning the distribution system used to discharge plant wastewater. Plant wastewater is co-mingled with fresh water and is used for irrigation.

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at Shelley, Idaho, this 30 day of September, 1986.

X. Francis A. Latta
(Signature)

FOR DEPARTMENT USE ONLY

Preliminary check by Jim Fee = \$20.00

Received by sp Date 9-24-86 #39845

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, A. KENNETH DUNN, of the Department of Water Resources hereby Approve the above Application for Amendment for Permit No. 27-7411.

Witness my hand this 17th day of OCTOBER, 1986.

Norman C. Young
Acting for the Director

Note: On the notices for Water Right Licenses 27-7411 and G-27323/27-2116, it appears the water used in the processing plant is also being claimed for irrigation use. However, the licenses do not reflect the use of water for irrigation. If the practice is to discharge plant effluent through a sprinkler system, application of the water to the land would be considered an incidental use to the commercial use. This incidental use could be described in "Remarks" (Item #14), instead of being claimed as a separate purpose in Item #6, with the 1/4 of 1/4 section-boxes where the water is applied marked with a "C" in Item #10.

If you claim the irrigation as a separate purpose, rather than an incidental use, the irrigation on each claim must coincide with acres irrigated during the claimed priority date. For example, only 20 acres of irrigation are listed for the priority date of 7/1/1957 on Claim to a Water Right 27-4019. Please refer to the enclosed copies of the Water Right Claim and Licenses.

Insufficient Fee

The filing fee for each Notice of Claim for commercial and/or irrigation purposes is \$50.00, plus \$100.00 per cfs claimed for commercial purposes, plus \$1.00 per each irrigated acre listed in Item #10 (The acreage fee only must be paid once, i.e. \$511.00). There is no fee for the irrigated acreage if it is listed as an incidental use. The filing fee for the Domestic Notice of Claim is \$25.00. The total filing fee for all four claims, as previously submitted, is \$1,191.00.

If you have any questions, please call Tony Olenichak, Water Rights Agent, at (208)-525-7161.

Sincerely,

Tony Olenichak
for Ernest Carlsen

Ernest Carlsen
Adjudication Supervisor

Enclosure

MICROFILMED

NOV 12 1957

JUL 2 1989

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: A27-07411
Date Received: 9/10/26/1989
Receipt No: E010809
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: THE PILLSBURY CO.
Address: 434 S. EMERSON ST.
SHELLEY, ID 83274-0000
2. Date of Priority: JUN 12, 1985
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	37E	2	SW	SW			BINGHAM
5. Description of diverting works:
WELL, 150' DEEP, PUMP, PIPELINES
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
COMMERCIAL	01/01	12/31	0.390		4.50
7. Total Quantity Appropriated is:
0.390 C.F.S. (and/or) 4.50 A.F.A.
8. Total consumptive use is 1277.5 Acre Feet Per Annum.
9. Non-irrigation uses:
C/CLEANING DISTRIBUTION SYSTEM.
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	37E	32	SE	NE		COMMER	
			NE	SE		COMMER	
			NW	SE		COMMER	

A27-07411

Page 1

Date: 10/25/89

MICROFILMED

NOV 12 1989

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01S	37E	2	NE		NW	3	COMMER	
			SE		NW		COMMER	
			NE		SW		COMMER	
			SW		SW		COMMER	
			SE		SW		COMMER	
		3	NE		NW		COMMER	
			NW		NW		COMMER	
			SW		NW		COMMER	
			SE		NW		COMMER	
			NE		SW		COMMER	
			NW		SW		COMMER	
		11	NE		NW		COMMER	
			NW		NW		COMMER	
			SW		NW		COMMER	
			SE		NW		COMMER	
			NE		SW		COMMER	
			NW		SW		COMMER	

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
A27-02116/04019.

14. Remarks:
WASTEWATER IS COMINGLED WITH FRESH WATER FOR IRRIGATION.

15. Basis of Claim: LICENSE

NO LATE FEE IF RECEIVED

BY

10/6/89

\$39. CFS-COMM

\$50 COURT FEE

#29

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number

A 27-07411

Date Received

9-26-89

Receipt Number

6010809

EV

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

A2707411



Please type or print clearly

1. Name of Claimant (s) The Pillsbury Company, Inc. Phone (208) 357-340
Mailing Address 434 S. Emerson, Shelley, ID Zip 83274
2. Date of Priority (Only one (1) per claim) June 12, 1985
3. Source of water supply (a) Groundwater
which is tributary to (b) _____
4. a. Location of existing point of diversion is: Township 1 S Range 37 E Section 2,
S W 1/4 of S W 1/4 of _____ 1/4, Govt. Lot, E. B.M., County of Bingham
Additional points of diversion if any: _____
- 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. Pump and pipelines move water from
a well which is approximately 150 feet deep to the processing plant
where water is used for cleaning the distribution system used to
discharge waste water from the plant.

MICROFILMED

NOV 12 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For commercial purposes from Jan 1 to Dec 31 amount .39 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .39 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 1277.5 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Water is used for cleaning distribution system used to discharge plant wastewater. Wastewater is then commingled with fresh water

10. Description of place of use: for irrigation.

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	
1N	37E	32				C									C	C			
1S	37E	2					C			C	C		C	C					
1S	37E	11					C	C	C	C	C	C							
1S	37E	3					C	C	C	C	C	C							

Total number of acres irrigated _____

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

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.
A portion of License No. G-27323 and Claim No. 27-4019 water or None ()
is used in the same locations for the same purposes.

14. Remarks:
This water is used initially for the commercial purpose indicated.
It is subsequently, and incidentally, used to transport effluent from
the plant to farm locations owned by The Pillsbury Company, Inc., where
it is commingled with irrigation water from other sources and applied
to crops.

MICROFILMED

NOV 12 1992

Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

↑ N

3 2 1

Point of Diversion

Incidental Points of Use

10 12

TIN R30E S32

32

Incidental Points of Use

MICROFILMED

NOV 12 1992

Last Name

Ident No.

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____
Decree _____
If applicable provide IDWR Water Right Number 27-7411
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 Engineering Manager
of The Pillsbury Company, Inc. Engineering Manager Title
Organization
document in the space below as Engineering Manager of The Pillsbury Company, Inc.
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Francis A. Latta, Engineering Manager
Title and Organization The Pillsbury Company, Inc. Date 8/30/89

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

Subscribed and sworn (or affirmed) before me this 30th day of August 19 89

SEAL

Notary Public [Signature]

Residing at Idaho Falls, Idaho

My Commission Expires 4/1/91

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, C. Timothy Hopkins 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 [Signature]
Hopkins, French, Crockett, Springer & Hoopes
Address P. O. Box 51219, Idaho Falls, ID 83405-1219

Date August 30, 1989

MICROFILMED
NOV 12 1992

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

HOPKINS, FRENCH, CROCKETT, SPRINGER & HOOPES
LAWYERS

C. TIMOTHY HOPKINS
GREGORY L. CROCKETT
D. FREDRICK HOOPES
LARRY L. GOINS
LARY S. LARSON
STEPHEN R. MAY
PAUL B. RIPPEL
TERESA L. STURM
STEVEN K. BROWN

SALISBURY BUILDING-428 PARK AVENUE
P. O. BOX 51219
IDAHO FALLS, IDAHO 83405-1219
(208) 523-4445
FAX (208) 523-4474

SEWARD H. FRENCH
(1941-1984)
TED C. SPRINGER
(1943-1984)

September 26, 1989

Mr. Ernest Carlsen
Adjudication Supervisor
150 Shoup Ave., Suite 15
Idaho Falls, ID 83402

Re: The Pillsbury Company, Inc.

Dear Mr. Carlsen:

You will find that we are returning to the Department four Notices of Claim to a Water Right which have now been modified based on your letter to us dated September 6, 1989.

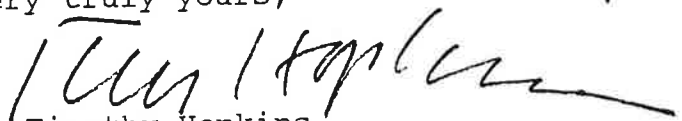
The principal change relates to a characterization of the proposed use of the waters claimed. As you will see, our client has determined to claim an incidental use only for irrigation while the principal use relates to the commercial operations of The Pillsbury Company other than the one claimed for domestic use.

Also, based on your letter to us the filing fees have been recalculated with \$25.00 representing the fee for the domestic notice, \$50.00 each for the three commercial claims, plus \$705.00 for the commercial claims at \$100.00 per cfs. The total is therefore \$880.00.

Should you have any questions concerning the conditions of this letter or the enclosed claims please let us hear from you. If not, we shall simply look forward to return of the client's copies of the enclosed documents indicating the same have been filed.

Thank you for your cooperation in this matter.

Very truly yours,


C. Timothy Hopkins

CTH/lc
Encl.
cc: Mr. Frank Latta

MICROFILMED
NOV 12 1989



State of Idaho
DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

Date: September 6, 1989

Hopkins, French, Crockett, Springer & Hoopes
Attn: C. Timothy Hopkins
P.O. Box 51219
Idaho Falls, ID 83405-1219

RE: Pillsbury Co. Water Right Claims

Dear Mr. Hopkins:

The Idaho Department of Water Resources (IDWR) is returning your check #10340 (\$686.00) and The Pillsbury Company's Notices of Claim to Water Rights because of insufficient information and fees. All items on the claim form must be correctly completed and fees submitted before the IDWR can process the notices.

Please correct the items identified below and return the forms to the IDWR within 30 days of the date of this letter. Failure to return the corrected notices within the 30-day period may result in an assessment of an additional late-fee.

Domestic Notice of Claim

- Item #2: The day and month water was first used for the house must be entered. If you do not know the precise date, you must estimate the day and month, or apply the last day of the year, i.e. December 31, 1946.
- Items #6 and #7: The amount claimed for the household must be entered. The amount guideline for one house with up to 1/2-acre of lawn and garden irrigation is 0.04 cfs.

Commercial/Irrigation Notices of Claim

- Item #10: The place of use for commercial purposes should be denoted by using a "C" in the appropriate 1/4 of 1/4 section-boxes. If you are also claiming irrigation purposes separately, you must enter the number of irrigated acres within each of the claimed 1/4 of 1/4 section-boxes (40-acre tracts).

MICROFILMED

NOV 12 1992

HOPKINS, FRENCH, CROCKETT, SPRINGER & HOOPES
LAWYERS

C. TIMOTHY HOPKINS
GREGORY L. CROCKETT
D. FREDRICK HOOPES
LARRY L. GOINS
LARY S. LARSON
STEPHEN R. MAY
PAUL B. RIPPEL
TERESA L. STURM
STEVEN K. BROWN

SALISBURY BUILDING-428 PARK AVENUE
P. O. BOX 51219
IDAHO FALLS, IDAHO 83405-1219
(208) 523-4445
FAX (208) 523-4474

SEWARD H. FRENCH
(1941-1984)
TED C. SPRINGER
(1943-1984)

August 31, 1989

State of Idaho
Department of Water RESources
150 Shoup Avenue
Idaho Falls, ID 83401

Re: The Pillsbury Company, Inc.--Claims to Water
Rights--(Bingham County)

Gentlemen:

You will find that I have enclosed the action of the Director of the Department of Water Resources extending The Pillsbury's time to file its notices of claims to water rights until August 31, 1989. You will find that we have enclosed four notices prepared for our client. You will also find that we have enclosed our check in the amount of \$686.00 made payable to the Department as and for the applicable fees.

Thank you for your assistance in filing these claims. Should you have any questions concerning the same we ask that we be contacted directly as counsel for The Pillsbury Company, Inc.

Very truly yours,


C. Timothy Hopkins

CTH/lc
Encl.
cc: Mr. Frank Latta

MICROFILMED
NOV 12 1992

State of Idaho
Department of Water Resources

MAY 25 1989

REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

Department of Water Resources

The Idaho Department of Water Resources will consider this form as a request that the claimant be granted an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

THE PILLSBURY COMPANY

Name of Claimant

434 South Emerson

Post Office Address

Shelley, Idaho 83274

City, State, Zip Code

Bingham

County(s) where Place of Use is located

May 25, 1989

Date Claim Originally Due

See attachment.

Identify water right(s) for which extension is requested

State reason(s) why an extension of time is requested:

See attachment.

Claimant requests an extension to August 31, 1989.

Signature Attorney

Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby

X granted _____ denied,
and the filing deadline extended to 8/31, 1989.

Signed this 29 day of May, 1989.

Director or his designated agent

DAVID B. SHAW

MICROFILMED
NOV 12 1992

4/11/1989

SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME	<u>PILLSBURY</u>	CLAIM	NT. NO.	<u>A27-07411</u>
DATE RECEIVED	<u>9/26/89</u>	CK #	AMOUNT \$	

	YES	NO	Required Info?
1. Is the name and address complete with zip code?	<u>X</u>		*
2. Is a priority date entered?	<u>X</u>		*
Is the priority date acceptable in view of mandatory filing dates?			
See Adjudication Memos #1 and #4 to determine if a Permit is required.	<u>X</u>		*
3. (a) Is a source entered?	<u>X</u>		*
(b) Is a tributary to entered? (if required)	N/A <u>X</u>		
4. Is the legal description of the p.d. sufficient?	<u>X</u>		*
5. Is there a description of the diverting works?	<u>X</u>		
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.	<u>X</u>		*
Is the period of use included?	<u>X</u>		
Is a quantity claimed for each use?	<u>X</u>		*
7. Is a total quantity claimed entered?	<u>X</u>		
8. If required is a consumptive use entered?	N/A	<u>?</u>	
Is the consumptive use correct?	N/A	<u>?</u>	
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.	N/A	<u>X</u>	*
10. Is (are) the place(s) of use and purpose(s) indicated?	<u>X</u>		*
11. Is (are) the county(ies) entered?	<u>X</u>		
12. Is the ownership of p.u. checked?	<u>X</u>		
13. Are other water rights listed or "none" indicated?	<u>X</u>		
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)	N/A	<u>X</u>	
15. Is the basis of the claim indicated?	<u>X</u>		
16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.)	N/A <u>X</u>		
17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block.	<u>X</u>		*
18. Has the claim been signed, sealed, and dated by a notary?	<u>X</u>		*
19. Was this claim filed on time, or was an extension granted?	<u>X</u>		*
20. Is the fee enclosed correct?	Exempt <u>X</u>		*
21. If this claim is based on an existing water right, has the identification number been entered?	N/A	<u>X</u>	
22. Should this claim be data entered?	<u>X</u>		

Claim checked by: TO Date: 9/27/89
Claim must be returned to claimant: (Yes) X (No)
Claimant must be notified of modifications: (Yes) X (No)

Receipt Prepared by: _____ Date: _____
Claim data entered by: _____ Date: _____
Sent to claimant by: _____ Date: _____
Checked by: _____ Date: _____

Comments: _____

MICROFILMED
NOV 12 1992