

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 24 2020

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-3277	Yes ☐	Yes ☐	63-31036	Yes ☐	Yes ☐
63-3570	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-21949	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-21951	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-21952	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Swift Beef Company, a Delaware corporation (from XL Four Star Beef Holdings (Idaho) INC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Thornton-Gallup, LLC an Idaho limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 1495 Nampa Id 83653
Mailing address City State ZIP
- 208-880-0539 dthornton@steelheadmetal.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 63-3277

8. Signature: [Signature] Member/manager 12-17-2020
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by LE Date 12/24/2020 Receipt No. W048977 Receipt Amt. \$150.00
Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒
Name on W-9 _____ Approved by LE Processed by LE Date 1/27/2021

2020-075578

RECORDED

12/17/2020 03:09 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=4 SCARDENAS

\$15.00

TYPE: DEED

TITLEONE BOISE

ELECTRONICALLY RECORDED



Order Number: 20389885

Warranty Deed

For value received,

Swift Beef Company, a Delaware corporation

the grantor, does hereby grant, bargain, sell, and convey unto

Thornton-Gallup, LLC, an Idaho limited liability company

whose current address is PO Box 1495 Nampa, ID 83653

the grantee, the following described premises, in Canyon County, Idaho, to wit:

Parcel I:

Lots 3, 4, 5, 6 and 7 in Block 1 of Gateway Park Subdivision, Canyon County, Idaho, according to the official plat thereof, filed in Book 2 of Plats at Page 21, records of said County.

Except therefrom the following described tract:

A parcel of land being on the South side of centerline of East Amity Avenue, Project No. 99148, Highway Survey as shown on the plans thereof now on file in the office of the City of Nampa, and being a portion of the Northwest quarter of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 36; thence along the Northerly boundary of said Section 36 South 89°11'46" East 523.70 feet; thence

Order Number: 20389885

Warranty Deed - Page 1 of 4

South 00°00'38" West 25.00 feet to the Southerly right of way of East Amity Avenue, the Point of Beginning; thence along the Southerly right of way of East Amity Avenue
South 89°11'46" East 1455.64 feet; thence leaving said right of way
South 00°30'53" West 25.00 feet; thence
North 89°11'46" West 214.20 feet; thence
North 85°20'09" West 300.66 feet; thence
South 89°20'01" West 400.14 feet; thence
South 85°03'16" West 100.49 feet; thence
South 83°45'23" West 368.76 feet to the Northeasterly right of way of East Railroad Street; thence along said right of way
North 46°16'08" West 103.28 feet to the Point of Beginning.

Parcel II:

The North half of the Northeast quarter of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Except therefrom the following described tract:

A parcel located in the Northeast quarter of the Northeast quarter of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

Beginning at a 1/2 inch diameter iron pin marking the Northeasterly corner of said Northeast quarter of the Northeast quarter from which a 5/8 inch diameter iron pin marking the Northwesterly corner of said Northeast quarter of the Northeast quarter bears North 89°42'11" West a distance of 1318.82 feet; thence
South 0°10'59" East along the Easterly boundary of said Northeast quarter of the Northeast quarter a distance of 264.26 feet to a point; thence leaving said Easterly boundary
South 89°49'01" West a distance of 25.00 feet to a point; thence
North 7°34'39" West a distance of 127.68 feet to a point; thence
North 19°04'17" West a distance of 73.72 feet to a point; thence
North 51°47'09" West a distance of 70.69 feet to a point; thence
North 0°17'49" East a distance of 25.00 feet to a point on the Northerly boundary of said Northeast quarter of the Northeast quarter; thence
South 89°42'11" East along said Northerly boundary a distance of 120.49 feet to the Point of Beginning.

Parcel III:

That portion of the Southeast quarter of the Northwest quarter of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying North of the Oregon Short Line Railroad right of way.

Parcel IV:

That portion of the Southwest quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at the Southwest corner of said Section 25; thence along the Southerly boundary of the Southwest quarter of said section
South 89°11'46" East, 454.29 feet; thence
North 00°48'14" East, 39.56 feet to the Point of Beginning; thence
North 46°16'08" West, 290.65 feet; thence
North 46°36'20" East, 10.01 feet; thence

North 46°16'08" West 10.01 feet; thence
North 46°36'20" East 297.71 feet; thence
North 55°32'20" East, 25.20 feet; thence
South 50°57'40" East, 572.90 feet; thence
South 15°07'40" East, 61.32 feet; thence
North 83°10'37" West, 379.06 feet; thence
North 89°14'04" West, 50.00 feet; thence
South 00°45'56" West, 60.00 feet; thence
North 89°14'04" West, 60.95 feet to the Point of Beginning.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Buyer acknowledges that upon the sale of the said properties, the property can never be used for slaughter or animal meat processing ever again

Remainder of page intentionally left blank.

Dated: December 14, 2020

Swift Beef Company, a Delaware corporation

Shannon Grassl
Shannon Grassl, President

State of Colorado, County of Weld, ss.

On this 16th day of December in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Shannon Grassl known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

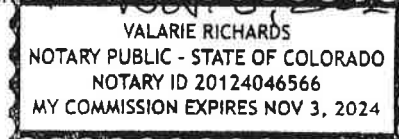
Valarie Richards

Notary Public

Residing In: Colorado

My Commission Expires: Nov 3, 2024

(seal)



Read and Approved by
Thornton-Gallup, LLC, an Idaho limited liability company

Don Thornton

Don Thornton, Manager

State of Idaho, County of Canyon, ss.

On this 17 day of December 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Don Thornton, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Stephanie Garner

Notary Public for Idaho

Residing In: _____

My Commission Expires: _____

(seal)

Stephanie Garner
Residing In Nampa, Idaho
My Commission Expires 7-31-2024



(A)

2013-015176	
RECORDED	
04/09/2013 10:24 AM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=7 JCRANE	\$28.00
TYPE: DEED	
FIRST AMERICAN TITLE - OMAHA	
ELECTRONICALLY RECORDED	

WARRANTY DEED

FOR VALUE RECEIVED, XL FOUR STAR BEEF HOLDINGS (IDAHO) INC., a Delaware corporation ("Grantor"), does hereby grant, bargain, sell and convey unto **SWIFT BEEF COMPANY**, a Delaware corporation ("Grantee"), whose address is 1700 Promontory Circle, Greeley, Colorado 80634, the following described premises, in Canyon County, Idaho, to wit:

See Exhibit A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its successors and assigns forever. Said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except easements and restrictions of record and those permitted exceptions set forth on Exhibit B attached hereto and incorporated by reference herein; and that Grantor will warrant and defend said premises from the lawful claims of all persons.

[Signature page to Warranty Deed follows.]

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the 4th day of April, 2013.

GRANTOR:

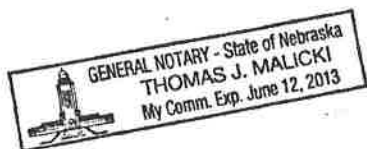
XL FOUR STAR BEEF HOLDINGS (IDAHO)
INC., a Delaware corporation

By: PS
Name: Patrick Bielony
Title: CFO

COUNTY OF DOUGLAS)
) ss.
STATE OF NEBRASKA)

On this 4th day of April, 2013, before me a Notary Public in and for said county and state, personally appeared Patrick Bielony, known to me to be the identical person who subscribed (his/her) name to the foregoing as CFO of XL FOUR STAR BEEF HOLDINGS (IDAHO) INC., a Delaware corporation, and acknowledged the execution thereof to be (his/her) voluntary act and deed and the voluntary act and deed of said corporation.

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



[Signature]
NOTARY PUBLIC

[Signature Page to Warranty Deed.]

Exhibit A

Parcel I:

Lots 3, 4, 5, 6 and 7 in Block 1 of Gateway Park Subdivision, Canyon County, Idaho, according to the official plat thereof, filed in Book 2 of Plats at Page 21, records of said County.

Except therefrom the following described tract:

A parcel of land being on the South side of center line of East Amity Avenue, Project No. 02-99148, Highway Survey as shown on the plans thereof now on file in the office of the City of Nampa, and being a portion of the Northwest Quarter, Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 36; thence along the northerly boundary of said Section 36; South 89°11'46" East 523.70 feet; thence South 00°00'38" West 25.00 feet to the southerly right of way of East Amity Avenue, the Point of Beginning; thence along the southerly right of way of East Amity Avenue South 89°11'46" East 1455.64 feet; thence leaving said right of way South 00°30'53" West 25.00 feet; thence North 89°11'46" West 214.20 feet; thence North 85°20'09" West 300.66 feet; thence South 89°20'01" West 400.14 feet; thence South 85°03'16" West 100.49 feet; thence South 83°45'23" West 368.76 feet to the northeasterly right of way of East Railroad Street; thence along said right of way North 46°16'08" West 103.28 feet to the Point of Beginning.

Parcel II:

The North Half of the Northeast Quarter of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Except therefrom the following described tract:

A parcel located in the Northeast Quarter of the Northeast Quarter of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

Beginning at a 1/2 inch diameter iron pin marking the northeasterly corner of said Northeast Quarter of the Northeast Quarter from which a 5/8 inch diameter iron pin marking the northwesterly corner of said Northeast Quarter of the Northeast Quarter bears North 89°42'11" West a distance of 1318.82 feet; thence South 0°10'59" East along the easterly boundary of said Northeast Quarter of the Northeast Quarter a distance of 264.26 feet to a point; thence leaving said easterly boundary South 89°49'01" West a distance of 25.00 feet to a point; thence North 7°34'39" West a distance of 127.68 feet to a point; thence North 19°04'17" West a distance of 73.72 feet to a point; thence North 51°47'09" West a distance of 70.69 feet to a point; thence North 0°17'49" East a distance of 25.00 feet to a point on the northerly boundary of said Northeast Quarter of the Northeast Quarter; thence South 89°42'11" East along said northerly boundary a distance of 120.49 feet to the Point of Beginning.

Parcel III:

That portion of the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying North of the Oregon Short Line Railroad right of way.

Parcel IV:

That portion of the Southwest Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at the Southwest corner of said Section 25; thence along the southerly boundary of the Southwest Quarter of said section, South 89°11'46" East, 454.29 feet; thence North 00°48'14" East, 39.56 feet to the Point of Beginning; thence North 46°16'08" West, 290.65 feet; thence North 46°36'20" East, 10.01 feet; thence North 46°16'08" West 10.01 feet; thence North 46°36'20" East 297.71 feet; thence North 55°32'20" East, 25.20 feet; thence South 50°57'40" East, 572.90 feet; thence South 15°07'40" East, 61.32 feet; thence North 83°10'37" West, 379.06 feet; thence North 89°14'04" West, 50.00 feet; thence South 00°45'56" West, 60.00 feet; thence North 89°14'04" West, 60.95 feet to the Point of Beginning.

Exhibit B
Permitted Exceptions

1. General taxes for the year 2012, which are liens and are not yet due and payable. Pin R22160000 0. Note: Taxes for the year 2011 paid in full in the amount of \$70,769.34.
2. General taxes for the year 2012, which are liens and are not yet due and payable. Pin R32390000 0, R32391000 0 and R32389000 0. Note: Taxes for the year 2011 paid in full in the amount of \$6,738.80.

Affects a portion of Parcel II.
3. General taxes for the year 2012, which are liens and are not yet due and payable. Pin R32389010 0. Taxes for the year 2011 paid in full in the amount of \$3,744.82.

Affects a portion of Parcel II and all of Parcel III.
4. General taxes for the year 2012, which are liens and are not yet due and payable. Pin R31804000 0. Note: Taxes for the year 2011 paid in full in the amount of \$6,444.52.

Affects Parcel IV.
5. General Taxes for the year 2013, a Lien, but not yet due and payable.
6. Irrigation Ditch Agreement between L.J. Hazen and John Sanford dated February 10, 1915 and recorded February 26, 1915 as Instrument No. 65419.
7. An easement in favor of Idaho Power Company recorded December 16, 1927 as Instrument No. 160143.
8. An easement in favor of Idaho Power Company recorded May 7, 1928 as Instrument No. 163125.
9. An easement in favor of Idaho Power Company recorded November 22, 1939 as Instrument No. 246272.
10. An easement in favor of Idaho Power Company recorded October 19, 1948 as Instrument No. 342996.
11. An easement in favor of Idaho Power Company recorded June 9, 1950 as Instrument No. 364322.
12. An easement in favor of Idaho Power Company recorded October 11, 1988 as Instrument No. 8820162.
13. An easement in favor of Idaho Power Company recorded October 11, 1988 as Instrument No. 8820163.
14. An underground easement in favor of Idaho Power Company recorded January 15, 1991 as Instrument No. 9100854.

15. An underground easement in favor of Idaho Power Company recorded April 28, 1999 as Instrument No. 9916496.
16. An easement in favor of Idaho Power Company recorded August 27, 1999 as Instrument No. 9934575.
17. An easement in favor of Idaho Power Company recorded January 11, 2006 as Instrument No. 200602175.
18. An easement in favor of Idaho Power Company recorded January 25, 2006 as Instrument No. 200605335.
19. An easement in favor of Idaho Power Company recorded February 23, 2006 as Instrument No. 200612962.
20. An easement in favor of the City of Nampa recorded June 12, 2006 as Instrument No. 200645662.
21. An easement in favor of the City of Nampa recorded December 12, 2006 as Instrument No. 2006097891.
22. An easement in favor of Intermountain Gas Company recorded July 3, 2008 as Instrument No. 2008036310.
23. An easement in favor of Intermountain Gas Company recorded July 22, 2008 as Instrument No. 2008039780.
24. An easement in favor of the City of Nampa recorded March 9, 2010 as Instrument No. 2010010597.
25. Matters disclosed by that survey by Mason & Stanfield, Inc., dated February 21, 2013, Job No. JA 713.
26. Matters disclosed by Record of Survey.
Recorded: December 17, 1997
Instrument No.: 9742904
Affects Parcels I, II and III.
27. Sewer charges and special assessments, if any, for the City of Nampa.
Email: irrigation1@cityofnampa.us
Affects Parcel IV only.
28. Liens and assessments of the following district and the rights and powers thereof as provided by law.
District: Nampa Meridian Irrigation District
Ph: (208) 466-7861
29. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads including but not limited to E. Amity Road along the North boundary of Parcels I and II and the South boundary of Parcel IV, Happy

Valley Road along the East boundary of Parcel II; and Railroad Street along the Westerly boundaries of Parcel I, III and IV and the North Nampa Lateral through Parcels I and II.

30. Levies and assessments of the Nampa Municipal Irrigation District, and the rights, powers and easements of said district as by law provided.
31. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Book: 5 of Bonds and Agreements.

Page: 543, of Official Records.

32. Right-of-way for Indian Creek, and the rights of access thereto for maintenance of said creek.
33. Any question that may arise due to the shifting and changing in the course of Indian Creek.



RECEIVED

DEC 24 2020

WATER RESOURCES
WESTERN REGION

5660 E. Franklin Road
Nampa, ID 83687
Ph. (208) 475-1155
Fx. (866) 799-1374
www.titleonecorp.com

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082

Date: December 18, 2020

Re: Escrow No. 20389885

In connection with the above referenced transaction, I am enclosing the following:

- Other: Water Transfer Packet, Please contact Don Thornton at 208-880-0539 with any questions.

Your business is greatly appreciated. If you have any questions, please do not hesitate to contact me.

Sincerely,


Stephanie Garner

(208) 370-3015

Stephanie.Garner@titleonecorp.com