

Marshall, Aaron

From: Eric B. Nelson [EricNelson@givenspursley.com]
Sent: Wednesday, April 28, 2010 4:56 PM
To: Marshall, Aaron; Haynes, Bob
Cc: Caralea Hopingardner; Christopher H Meyer
Subject: RE: Water Right No. 85-4194 (Application for Extension of Time) - Twin City Foods, Inc. [IWOV-GPDMS.FID434517]
Attachments: Vesting Deed Parcel 6.PDF; Vesting Deed Parcel 7.PDF; Vesting Deed Parcel 8.PDF; Vesting Deed Parcel 9.PDF; Vesting Deed Parcel 4.PDF; Vesting Deed Parcel 3.PDF; Vesting Deed Parcels 1, 2, 5.PDF; R Haynes_IDWR Letter to CHM re application for extension of time (85-4194).PDF

Aaron, Bob,

Here are all the recorded vesting deeds for Twin City Foods in Lewiston, Idaho. Twin Cities has not sold any of the parcels identified herein. Please advise if you need anything further.

Regards,

Eric

Eric B. Nelson
Paralegal
Givens Pursley, LLP
601 W. Bannock St.
Boise, Idaho 83702
Direct Phone 208-388-1280
Facsimile 208-388-1300
e-mail EricNelson@GivensPursley.com

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From: Caralea Hopingardner
Sent: Wednesday, April 28, 2010 4:05 PM
To: Christopher H Meyer; 'Marshall, Aaron'
Subject: RE: Water Right No. 85-4194 (Application for Extension of Time) - Twin City Foods, Inc. [IWOV-GPDMS.FID434517]

Hi Aaron,

Attached are the following which hopefully will help you locate the original application and filing fee:

1. Chris Meyer's March 4, 2010 letter to you transmitting the Application for Extension of Time.
2. Copy of the Application for Extension of Time conformed by the Department as being Received Mar 05 2010.
3. Copy of my March 19, 2010 letter to Emalee Rushing at the Department with our check for \$100.
4. Copy of Bob Hayne's April 1, 2010 letter to Chris requesting additional information in order to process the Application for Extension of Time.

Please let us know if you have any questions or if there's anything else we can do to help you locate the application. I believe (after reviewing some internal emails) that we have an associate and paralegal in our office who are in the process of gathering the information needed to respond to Bob Hayne's April 1st letter.

Best regards,

Caralea

Caralea Hopingardner
Legal Assistant to Christopher H. Meyer,
Michael C. Creamer & Elizabeth M. Donick

Givens Pursley LLP

601 W. Bannock St.
PO Box 2720
Boise, ID 83701-2720
Direct: 208.388.1227
Main: 208.388.1200
Fax: 208.388.1300
caraleah@givenspursley.com



Before printing, please consider the environment.

From: Christopher H Meyer
Sent: Wednesday, April 28, 2010 3:26 PM
To: 'Marshall, Aaron'
Cc: Caralea Hopingardner; Michael P. Lawrence
Subject: RE: Water Right No. 85-4194 (Application for Extension of Time) - Twin City Foods, Inc. [IWOV-GPDMS.FID434517]

Goodness. Let me look into that.

Caralea, what can you tell me?

- Chris

(Reply from chrismeyer@givenspursley.com)

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From: Marshall, Aaron [<mailto:Aaron.Marshall@idwr.idaho.gov>]
Sent: Wednesday, April 28, 2010 3:20 PM
To: Christopher H Meyer
Cc: Michael P. Lawrence
Subject: RE: Water Right No. 85-4194 (Application for Extension of Time) - Twin City Foods, Inc. [IWOV-GPDMS.FID434517]

Greetings Chris,

I received the emailed copies of your cover letter and application for extension of time to avoid forfeiture for water right 85-4194 in the name of Twin City Foods. However, I still have not received the original application and the requisite \$100 application filing fee. Typically, applications for extension of time to avoid forfeiture are processed in the regional offices. Did you perhaps mail the application to the IDWR Northern Regional Office? I'm having a difficult time tracking down the original. Please call or email so we can decide how to proceed.

Sincerely,

Aaron Marshall
Senior Water Resource Agent
Idaho Department of Water Resources
P.O. Box 83720

Boise, ID 83720-0098
(208) 287-4943
aaron.marshall@idwr.idaho.gov

From: Christopher H Meyer [mailto:ChrisMeyer@givenspursley.com]
Sent: Friday, March 19, 2010 2:31 PM
To: Marshall, Aaron
Cc: Michael P. Lawrence
Subject: Water Right No. 85-4194 (Application for Extension of Time) - Twin City Foods, Inc. [IWOV-GPDMS.FID434517]

Aaron,

I hope this finds you well.

I am writing to check in on the above-captioned application (copy enclosed).

I appreciate that the Department has limited staff and that you may not be able to act on this quickly.

Can you confirm that it is in process, and can you give me any idea as to expected timing of processing?

Best regards,

- Chris Meyer

Contact information:

Christopher H. Meyer

Givens Pursley LLP

Mailing Address:

P.O. Box 2720

Boise, Idaho 82701

Street Address:

601 W. Bannock Street

Boise, Idaho 83702

Direct: 208-388-1236

Fax: 208-388-1300

Cell: 208-407-2792

Assistant: Caralea Hopingardner (208-388-1227)

caraleah@givenspursley.com

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687734

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That the "Grantor", Camas Prairie RailNet, Inc., a Delaware corporation, for Fifty Four Thousand and 00/100 Dollars (\$54,000) and Other Valuable Consideration, in hand paid, the receipt of which is hereby acknowledged, **CONVEYS and QUITCLAIMS**, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to **Twin City Foods, Inc.**, whose mailing address is **P.O. Box 699, Stanwood, Washington 98292**, "Grantee", all its right, title and interest, if any, in and to that certain parcel of land located in the County of Nez Perce, State of Idaho, being more particularly described as follows:

All that parcel of land lying and being at or near Lewiston, Nez Perce County, State of Idaho and being more particularly described as follows and as shown on the survey map, attached hereto as **Exhibit "A"**, lying within the legal land description as provide by surveyor, and identified as **Exhibit "B"**, attached hereto and made part hereof.

The attached Exhibit "A" and the identified land conveyance thereon will govern in lieu of the legal description for any disputes or claims made by Grantee where the identified area in Exhibit "A" may be in conflict or differ from the legal description.

ALSO, Grantee has been allowed to make a complete visual inspection of the property and has knowledge as to the past use of the property. Based upon this inspection and knowledge, Grantee is aware of the condition of the property and **GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including the physical condition of the property and any defects thereof, the presence of any hazardous substances, waste or contaminants in, on or under the property, the condition or existence of any of the above ground or underground structures or improvements in of or under the property, the condition of title to the property, and the leases, easements or other agreements affecting the property.

Grantee assumes the risk that hazardous substances and contaminants may be present on the property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, arising from or in any way related to the condition of the property or presence of any hazardous substance or contaminants in, on or under the property. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the property.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by and attested by its duly authorized representatives, on the 31st day of Dec, 2002.

ACCEPTED:
NOTARY PUBLIC:

By: Michelle McElwee

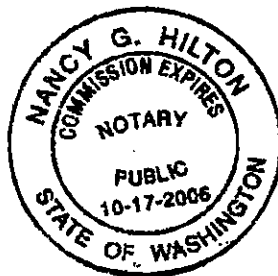
My Commission Expires: 9/10/03
(NOTARY SEAL)



NOTARY PUBLIC:

By: Nancy G. Hilton

My Commission Expires: 10-17-2006
(NOTARY SEAL)



Camas Prairie RailNet, Inc.

By: [Signature]

Name: William E. Gerner
Title: VP

ATTEST:

By: Shelly F. Aman

Name: Shelly F. Aman
Title: Admin. Mgr.

Twin City Foods, Inc.

By: [Signature]

Name: Barbara A. Reolker
Title: Vice President

ATTEST:

By: Thomas H. Hefner

Name: Thomas H. Hefner
Title: Secretary

687734

INSTR. NO. 687734
FILED FOR RECORD

REG. BY Twin City Foods

2003 APR 14 P 3 30

PATTY D. WEEKS
RECORDER, NEZ PERCE CO ID

BY Hatham DEPUTY

PO Box 647
Lewiston ID

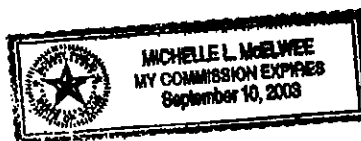
STATE OF TEXAS

COUNTY OF TARRANT

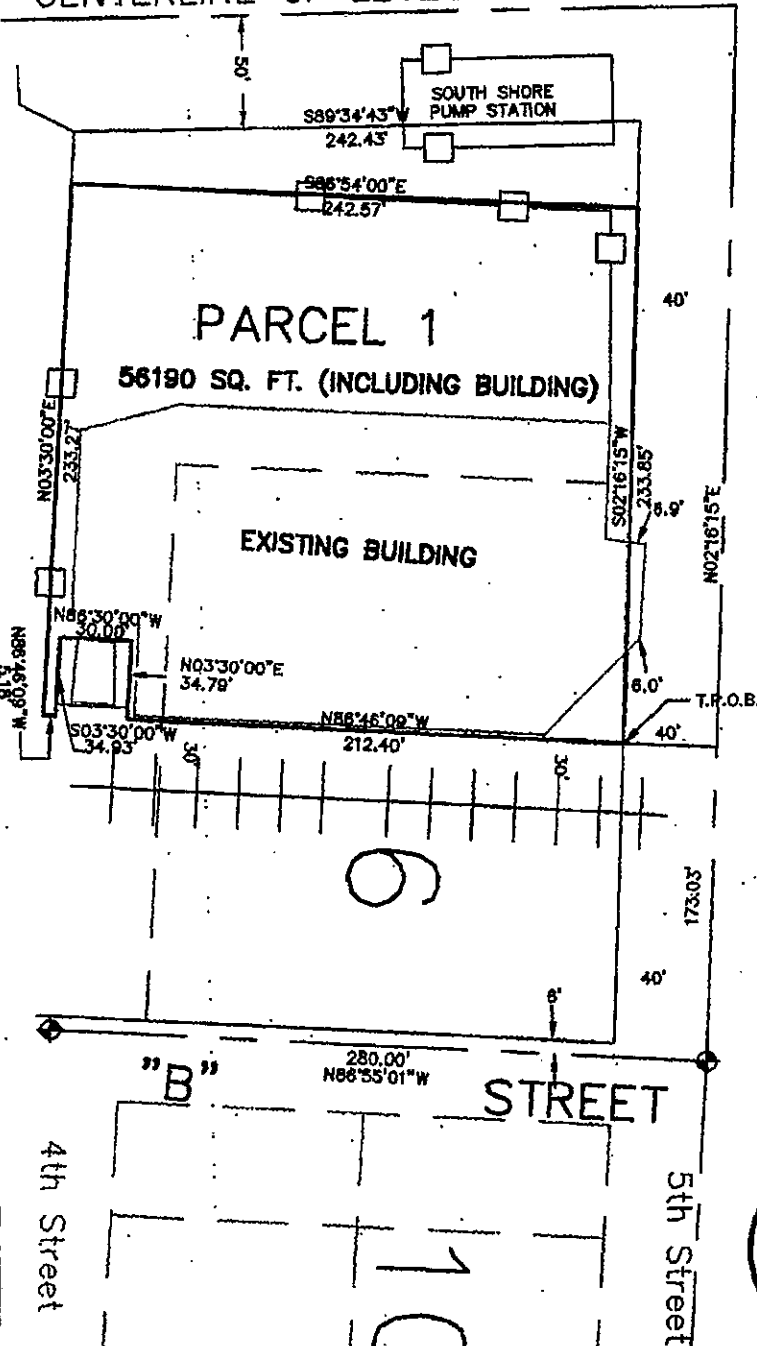
On this 31st day of December in the year 2002, before me the undersigned, a Notary Public in and for the said State, personally appeared William E Glavin known or identified to me to be the ZVP of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

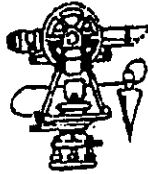
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Michelle McElwee
Notary Public for the State of Texas, residing at Tarrant Co.
My commission expires 9/10/03



CENTERLINE OF LEVEE BYPASS ROAD



GARY R. STONE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYING & ENGINEERING

EXHIBIT "B"

1712 "G" STREET LEWISTON, IDAHO 83501

PHONE (208) 746-2517 · FAX (208) 746-0376

11/18/2002

**LEGAL DESCRIPTION
CAMAS PRAIRIE RAILNET, INC.
TO
TWIN CITY FOODS, INC
PARCEL 1**

A parcel of land located in Block 6 of the North portion of the Original City Of Lewiston Plat, records of Nez Perce County, Idaho, being in Section 36, Township 36 North, Range 6 West, B.M., in the City of Lewiston, County of Nez Perce, Idaho and more particularly described as follows:

Commencing at the intersection of 5th Street and "B" Street;

Thence North 02°16'15" East along the centerline of 5th Street a distance of 173.03 feet;

Thence North 87°43'45" West and a distance of 40.00 feet to the West right of way of 5th Street, said point being the True Point of Beginning;

Thence North 86°46'09" West and parallel with the existing railroad track a distance of 212.40 feet, said line also being 30.00 feet North of said railroad tracks;

Thence North 03°30'00" East a distance of 34.79 feet to the Northeast corner of legal description of the existing well sight for the City of Lewiston, per legal description on file, dated 1-1-1946, office of the City Engineer;

Thence North 86°30'00" West a distance of 30.00 feet to the Northwest corner of said legal description;

Thence South 03°30'00" West along the West line of said legal description a distance of 34.93 feet to the Southwest corner of said legal description;

Thence North 86°46'09" West a distance of 5.18 feet;

Thence North 03°30'00" East along the existing fence line a distance of 233.27 feet to a fence line running to the East;

PAGE 2

PARCEL 1

CPRN TO TWIN CITY FOODS

Thence South $86^{\circ}54'00''$ East and parallel with the centerline of "B" Street a distance of 242.57 feet to the West right of way line of 5th Street;

Thence South $02^{\circ}16'15''$ West and parallel with the centerline of 5th Street a distance of 233.85 feet to the True Point of Beginning;

Said parcel containing 56190 square feet more or less.

687733

RERECORD

693587

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That the "Grantor", Camas Prairie RailNet, Inc., a Delaware corporation, for Twenty One Thousand and 00/100 Dollars (\$21,000) and Other Valuable Consideration, in hand paid, the receipt of which is hereby acknowledged, **CONVEYS and QUITCLAIMS**, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to Twin City Foods, Inc., whose mailing address is P.O. Box 699, Stanwood, Washington 98292, "Grantee", all its right, title and interest, if any, in and to that certain parcel of land located in the County of Nez Perce, State of Idaho, being more particularly described as follows:

All that parcel of land lying and being at or near Lewiston, Nez Perce County, State of Idaho and being more particularly described as follows and as shown on the survey map, attached hereto as Exhibit "A", lying within the legal land description as provide by surveyor, and identified as Exhibit "B", attached hereto and made part hereof.

The attached Exhibit "A" and the identified land conveyance thereon will govern in lieu of the legal description for any disputes or claims made by Grantee where the identified area in Exhibit "A" may be in conflict or differ from the legal description.

ALSO, Grantee has been allowed to make a complete visual inspection of the property and has knowledge as to the past use of the property. Based upon this inspection and knowledge, Grantee is aware of the condition of the property and **GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including the physical condition of the property and any defects thereof, the presence of any hazardous substances, waste or contaminants in, on or under the property, the condition or existence of any of the above ground or underground structures or improvements in of or under the property, the condition of title to the property, and the leases, easements or other agreements affecting the property.

Grantee assumes the risk that hazardous substances and contaminants may be present on the property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, arising from or in any way related to the condition of the property or presence of any hazardous substance or contaminants in, on or under the property. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the property.

RERECORD

NO 693587

FILED FOR RECORD

2400 REG BY Twin City Foods

2003 AUG -6 A 10:41 PO Box 699
Lewiston IDPATTY O. WEEKS
RECORDER, NEZ PERCE CO IDBY Christy Lee DEPUTY

687733
RERECORD 693587

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by and attested by its duly authorized representatives, on the 31 day of Dec, 2002.

ACCEPTED:
NOTARY PUBLIC:

By: Michelle Melwee

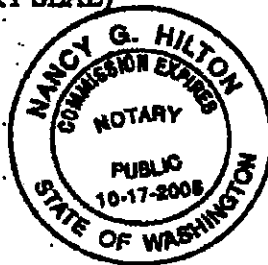
My Commission Expires: 9/10/03
(NOTARY SEAL)



NOTARY PUBLIC:

By: Nancy G. Hilton

My Commission Expires: 10-17-02
(NOTARY SEAL)



Camas Prairie RailNet, Inc.

By: [Signature]

Name: William E. Gavin
Title: KVP

ATTEST:

By: Shelly F. Aman

Name: Shelly F. Aman
Title: Admin Mgr

Twin City Foods, Inc.

By: [Signature]

Name: Ronald H. Keelker
Title: Vice President

ATTEST:

By: Thomas H. McBarner

Name: THOMAS H. McBARNER
Title: Secretary

IND. NO. 687733
FILED FOR RECORD
REG. BY Twin City Foods
2003 APR 14 P 3:30
PATTY O. WEEKS
RECORDER, NEZ PERCE CO-ID
BY Nathan DEPUTY

STATE OF IDAHO)
COUNTY OF NEZ PERCE) ss. 687733
I hereby certify that the foregoing instrument is a true and correct copy of the original on file in the office of the Auditor & Recorder of the District Court and Ex-Officio Auditor & Recorder of the County of Nez Perce, Idaho.
PATTY O. WEEKS
Auditor & Recorder, Nez Perce County, Idaho

By: Christy Link Deputy

687733

RERECORD 693587

STATE OF TEXAS

COUNTY OF TARRANT

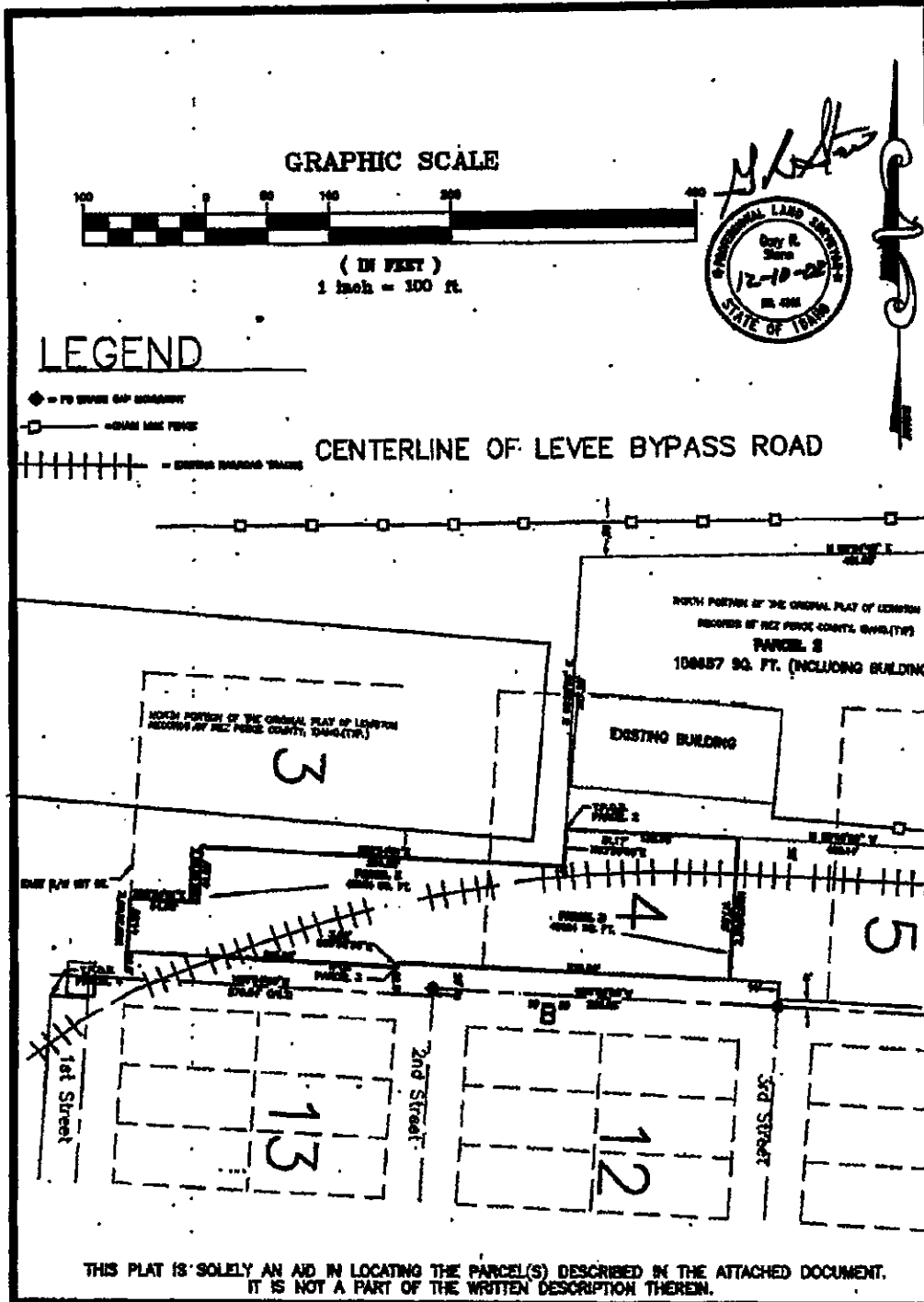
On this 31st day of December in the year 2002, before me the undersigned, a Notary Public in and for the said State, personally appeared William E. Glavin known or identified to me to be the VP of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that 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.

Michelle McElwee
Notary Public for the State of Texas, residing at Tarrant Co.
My commission expires 9/10/03



687733 REHELOH
693587



PARCEL 3 OF 4 LEGAL DESCRIPTION PLAT								
CAMAS PRAIRIE RAILNET, INC. TO TWIN CITY FOODS, INC.		EXHIBIT "A"						
GARY R. STONE AND ASSOCIATES, INC. 1712 "G" STREET LEWISTON, IDAHO 83501 208-746-2517 FAX 208-746-0376.		<table border="1"> <tr> <td>DATE: 12-10-02</td> <td>SHT. 4</td> </tr> <tr> <td>FOR: J. JENKINS</td> <td>OF 6</td> </tr> <tr> <td>JOB No.: 200295</td> <td>SHTS.</td> </tr> </table>	DATE: 12-10-02	SHT. 4	FOR: J. JENKINS	OF 6	JOB No.: 200295	SHTS.
DATE: 12-10-02	SHT. 4							
FOR: J. JENKINS	OF 6							
JOB No.: 200295	SHTS.							

GARY R. STONE & ASSOCIATES, INC.

687733
RERECORD 693587



PROFESSIONAL LAND SURVEYING & ENGINEERING

1712 "G" STREET LEWISTON, IDAHO 83501

PHONE (208) 746-2517 · FAX (208) 746-0376

EXHIBIT "B"

12/10/2002

**LEGAL DESCRIPTION
CAMAS PRAIRIE RAILNET, INC.
TO
TWIN CITY FOODS, INC
PARCEL 3**

A parcel of land located in Block 4 of the North portion of the Original City Of Lewiston Plat, records of Nez Perce County, Idaho, being in Section 36, Township 36 North, Range 6 West, B.M., in the City of Lewiston, County of Nez Perce, Idaho and more particularly described as follows:

Commencing at the intersection of 2nd Street and "B" Street;

Thence North $86^{\circ}54'00''$ West along the centerline of "B" Street a distance of 40.04 feet;

Thence North $3^{\circ}30'00''$ East and parallel with the centerline of 2nd Street a distance of 22.50 feet to the North right of way of "B" Street, said point being the True Point of Beginning;

Thence North $86^{\circ}54'00''$ West along the said North right of way line of "B" Street a distance of 219.80 to the East Right of Way Line of 1st Street vacated per Ordinance 2268, Records of Nez Perce, County, Idaho;

Thence North $3^{\circ}30'00''$ East and parallel with the centerline of 1st Street a distance of 44.53 feet;

Thence South $86^{\circ}54'00''$ East and parallel with the centerline of "B" Street a distance of 54.80 feet;

Thence North $3^{\circ}30'00''$ East and parallel with the centerline of 2nd Street a distance of 46.00 feet;

Thence South $86^{\circ}54'00''$ East and parallel with the centerline of "B" Street a distance of 296.05 feet to the West right of way line of 2nd Street vacated;

Thence North $3^{\circ}30'00''$ East a distance of 31.17 feet to the Southwest corner of said Parcel 2;

Thence South $86^{\circ}46'09''$ East along the South line of said Parcel 2 a distance of 138.95 feet;

687733

RERECORD 693587

PAGE 2

PARCEL 3 TWIN CITY FOOD, INC

Thence South 03°30'00" West a distance of 177.88 feet to the North right of way of "B" Street;

Thence North 86°54'00" West along the North right of way a distance of 270.00 feet to the West right of way line of 2nd Street;

Thence South 03°30'00" West along the West right of way of 2nd Street a distance of 3.50 feet, said point being the True Point of Beginning;

Said parcel containing 45184 square feet more or less.

Correct Legal Added Aug 6 2002

Jim
RERECORD693587

GARY R. STONE & ASSOCIATES, INC.



PROFESSIONAL LAND SURVEYING & ENGINEERING

1712 "G" STREET LEWISTON, IDAHO 83501

PHONE (208) 746-2517 · FAX (208) 746-0376

12/10/2002

**AMENDED
LEGAL DESCRIPTION
CAMAS PRAIRIE RAILNET, INC.
TO
TWIN CITY FOODS, INC
PARCEL 3**

A parcel of land located in Block 4 of the North portion of the Original City Of Lewiston Plat, records of Nez Perce County, Idaho, being in Section 36, Township 36 North, Range 6 West, B.M., in the City of Lewiston, County of Nez Perce, Idaho and more particularly described as follows:

Commencing at the intersection of 2nd Street and "B" Street;

Thence North 86°54'00" West along the centerline of "B" Street a distance of 40.04 feet;

Thence North 3°30'00" East and parallel with the centerline of 2nd Street a distance of 22.50 feet to the North right of way of "B" Street, said point being the True Point of Beginning;

Thence North 86°54'00" West along the said North right of way line of "B" Street a distance of 219.80 to the East Right of Way Line of 1st Street vacated per Ordinance 2268, Records of Nez Perce, County, Idaho;

Thence North 3°30'00" East and parallel with the centerline of 1st Street a distance of 44.53 feet;

Thence South 86°54'00" East and parallel with the centerline of "B" Street a distance of 54.80 feet;

Thence North 3°30'00" East and parallel with the centerline of 2nd Street a distance of 46.00 feet;

Thence South 86°54'00" East and parallel with the centerline of "B" Street a distance of 296.05 feet to the West right of way line of 2nd Street vacated;

Thence North 3°30'00" East a distance of 31.17 feet to the Southwest corner of said Parcel 2;

Thence South 86°46'09" East along the South line of said Parcel 2 a distance of 138.95 feet;

RERECORD 693587

PAGE 2

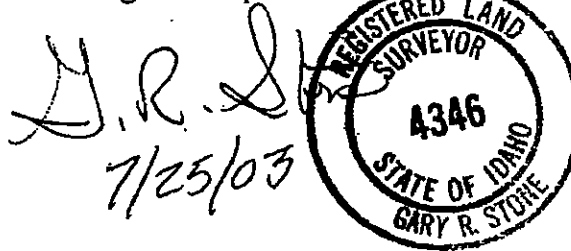
PARCEL 3 TWIN CITY FOOD, INC

Thence South 03°30'00" West a distance of 117.88 feet to the North right of way of "B" Street;

Thence North 86°54'00" West along the North right of way a distance of 270.00 feet to the West right of way line of 2nd Street;

Thence South 03°30'00" West along the West right of way of 2nd Street a distance of 3.50 feet, said point being the True Point of Beginning;

Said parcel containing 45184 square feet more or less



MICROFILM NO.

532027

QUITCLAIM DEED

RECEPTION (✓)
INDEXED (✓)
FILMED (✓)
SERIALIZED (✓)
FILED (✓)

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Army, under and pursuant to the powers and authority contained in applicable provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended; and the delegation of authority to the Secretary of Defense from the Administrator of General Services Administration (41 C.F.R. 101-47.601) and the redelegation of authority from the Secretary of Defense to the Secretary of the Army (20 Fed. Reg. 7113); and by further redelegation, dated 22 April 1988, to the Chief of Engineers and his Director of Real Estate, with authority to redelegate in writing to the Division and/or District Engineers and their Chiefs of Real Estate, the authority to negotiate for and execute deeds necessary to dispose of real property having a fair market value of less than \$1,000 in the resolution of encroachments (hereinafter designated as "Grantor"); for and in consideration of the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), does hereby remise, release, and quitclaim to TWIN CITY FOODS, INC., of Lewiston, Idaho, (hereinafter designated as "Grantee"), its P.O. Box 699, Stanwood, Wn., 98292 successors and assigns, all of the Grantor's right, title, and interest in and to the following described property (hereinafter designated as "Property") situated in Nez Perce County, State of Idaho:

A tract of land lying in Lower Granite Tract 1235 of Section 36, Township 36 North, Range 6 West of the Boise Meridian, Nez Perce County, Idaho, said tract of land being more particularly described as follows:

Commencing at the brass cap monument at the intersection of Third Street and "B" Street;

thence North 64°25'17" West, 855.00 feet to the Point of Beginning, said point being marked by a ½" iron pin and being G.T.L. point #1235-16;

thence South 48°08'28" West along the existing G.T.L., 305.76 feet to the brass cap monument on said line and being G.T.L. point #1235-14;

thence North 0°25'57" West, 19.14 feet;

thence North 46°02'31" East, 251.91 feet;

thence North 77°49'37" East, 47.61 feet to the Point of Beginning.

Containing 0.123 of an acre, more or less.

SUBJECT TO EXISTING easements for public roads and highways, public utilities, railroads, and pipelines, reservations, exceptions, and any other outstanding rights contained in or referred to in patents issued by the United States.

PROVIDED HOWEVER, that this conveyance is made subject to the following reservations and conditions to which Twin City Foods, Inc., for itself, its successors or assigns, by the acceptance of the deed agrees:

1. That the Government hereby reserves the right to enter upon the land herein conveyed and to construct, maintain, and/or operate any structures or facilities which may, in the Grantor's sole discretion, be required in connection with any raising, reconstruction, or alteration of the Lewiston levee system and the associated ponding area.

TO HAVE AND TO HOLD the Property, together with all the privileges and appurtenances thereto belonging unto the Grantee, its successors and assigns forever.

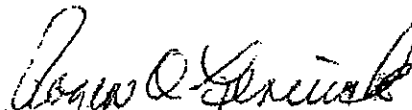
IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 9th day of June 1989.


RICHARD CARLTON
Chief, Real Estate Division
Walla Walla District, Corps of Engineers

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 1st day of June 1989.

TWIN CITY FOODS, INC.

INST NO 532027
FILED FOR RECORD
FEE 12.00 REG. BY Earl Sundberg
Lewiston, ID
1989 JUL -5 PM 2:33 83501

By 
Roger O. Lervick, President

RECORDED BY Virginia Cole

CORPORATE CERTIFICATE

I Ronald H. Keolker, certify that I am the _____

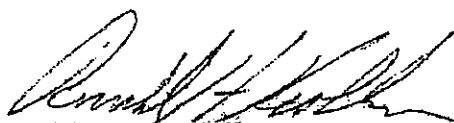
Secretary of the corporation named as Grantee
herein; that Roger O. Lervick who signed this
Quitclaim Deed on behalf of the Grantee was then _____

President of said corporation; that said Quitclaim Deed
was duly signed for and on behalf of said corporation by
authority of its governing body, and is within the scope of its
corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of
said corporation this 1st day of June 19 89.

(CORPORATE
SEAL)




(Secretary)

STATE OF WASHINGTON)
) ss
COUNTY OF WALLA WALLA)

On this day personally appeared before me
RICHARD CARLTON, to me known to be the Real Estate
Officer, Walla Walla District, Corps of Engineers,
who executed the within and foregoing instrument,
and acknowledged that he signed the same in the
capacity above stated by authority of the Secretary
of the Army and for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this

9th day of June 1989.



James R. Clay
Notary Public in and the State of
Washington, residing at Walla Walla
My Commission expires on 15 January 1992

687735

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That the "Grantor", Camas Prairie RailNet, Inc., a Delaware corporation, for One Hundred Thousand and 00/100 Dollars (\$100,000) and Other Valuable Consideration, in hand paid, the receipt of which is hereby acknowledged, **CONVEYS and QUITCLAIMS**, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to **Twin City Foods, Inc.**, whose mailing address is **P.O. Box 699, Stanwood, Washington 98292**, "Grantee", all its right, title and interest, if any, in and to that certain parcel of land located in the County of Nez Perce, State of Idaho, being more particularly described as follows:

All that parcel of land lying and being at or near Lewiston, Nez Perce County, State of Idaho and being more particularly described as follows and as shown on the survey map, attached hereto as **Exhibit "A"**, lying within the legal land description as provide by surveyor, and identified as **Exhibit "B"**, attached hereto and made part hereof.

The attached Exhibit "A" and the identified land conveyance thereon will govern in lieu of the legal description for any disputes or claims made by Grantee where the identified area in Exhibit "A" may be in conflict or differ from the legal description.

ALSO, Grantee has been allowed to make a complete visual inspection of the property and has knowledge as to the past use of the property. Based upon this inspection and knowledge, Grantee is aware of the condition of the property and **GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including the physical condition of the property and any defects thereof, the presence of any hazardous substances, waste or contaminants in, on or under the property, the condition or existence of any of the above ground or underground structures or improvements in of or under the property, the condition of title to the property, and the leases, easements or other agreements affecting the property.

Grantee assumes the risk that hazardous substances and contaminants may be present on the property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, arising from or in any way related to the condition of the property or presence of any hazardous substance or contaminants in, on or under the property. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the property.

687735

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by and attested by its duly authorized representatives, on the 31st day of Dec, 2002.

ACCEPTED:
NOTARY PUBLIC:

By: Michelle McElwee

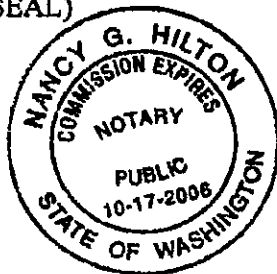
My Commission Expires: 9/10/03
(NOTARY SEAL)



NOTARY PUBLIC:

By: Nancy G. Hilton

My Commission Expires: 10-17-2006
(NOTARY SEAL)



Camas Prairie RailNet, Inc.

By: [Signature]

Name: William E. Glavin
Title: KVP

ATTEST:

By: Shelly F. Arman

Name: Shelly F. Arman
Title: Admin Mgr

Twin City Foods, Inc.

By: [Signature]

Name: RONALD H. KEDLER
Title: Vice President

ATTEST:

By: Thomas H. Hofbauer

Name: THOMAS H. HOFBAUER
Title: Secretary

687735

INSTR. NO. 687735
FILED FOR RECORD
15th REG. BY Twin City Foods
2003 APR 14 P 3:31 PO Box 647
Lewiston ID
PAID 9. WEEKS
RECORDED REZ PERCE CO ID
BY Nathan DEPUTY

STATE OF TEXAS

COUNTY OF TARRANT

On this 31st day of December in the year 2002, before me the undersigned, a Notary Public in and for the said State, personally appeared William E. Glawn known or identified to me to be the EVP of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

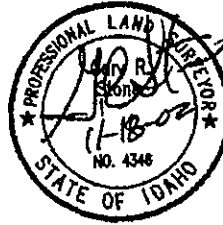
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Michelle McElwee
Notary Public for the State of Texas, residing at Tarrant Co.
My commission expires 9/10/03



687735

LOCATED IN THE CITY OF LEWISTON, IDAHO,
SEC. 36, TOWNSHIP 36 NORTH, RANGE 6 WEST B.M.

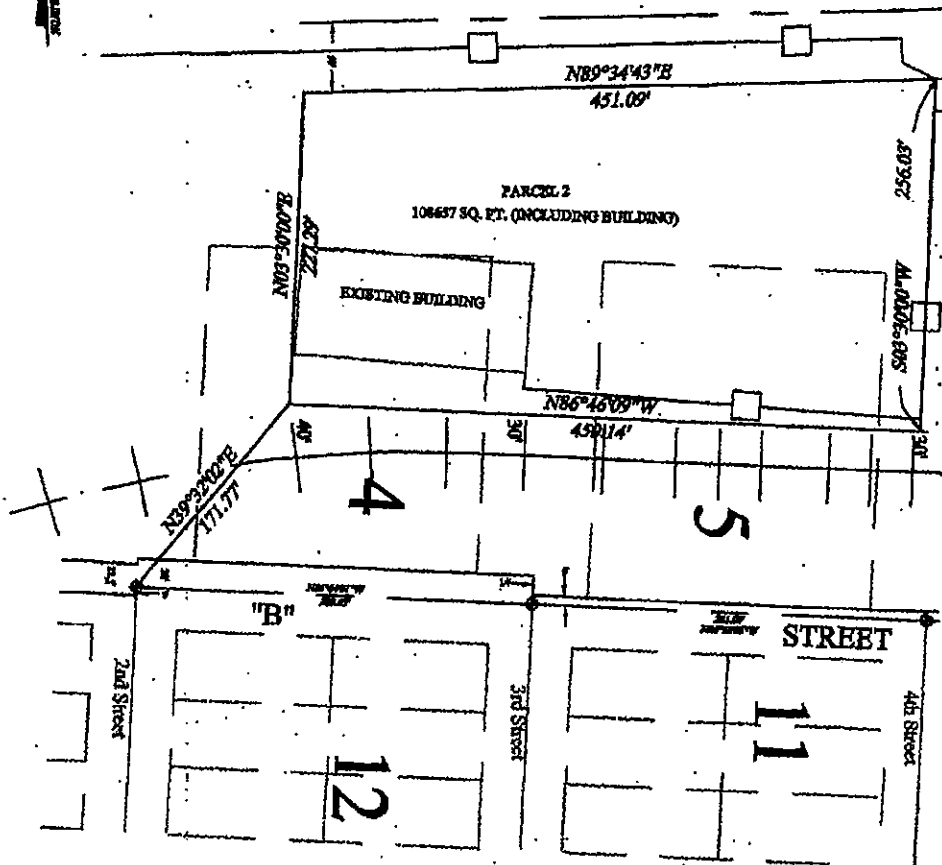


GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

CENTERLINE OF LEVEE BYPASS ROAD



THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.
IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

PARCEL 2 OF 4

LEGAL DESCRIPTION PLAT

CAMAS PRAIRIE RAILNET, INC.

TO
TWIN CITY FOODS, INC.

EXHIBIT "A"

GARY R. STONE AND ASSOC., INC.

1712 "G" STREET

LEWISTON, ID. 83501

208-746-2517 FAX 208-746-0376

DATE: 11-14-02

FOR: J. JENKINS

JOB. No.: 200295

SHT. 4

OF 6

SHTS.

GARY R. STONE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYING & ENGINEERING

EXHIBIT "B"

1712 "G" STREET LEWISTON, IDAHO 83501

PHONE (208) 746-2517 · FAX (208) 746-0376

11/18/2002

**LEGAL DESCRIPTION
CAMAS PRAIRIE RAILNET, INC.
TO
TWIN CITY FOODS, INC
PARCEL 2**

A parcel of land located in portions of Block 4 and Block 5 of the North portion of the Original City Of Lewiston Plat, records of Nez Perce County, Idaho, being in Section 36, Township 36 North, Range 6 West, B.M., in the City of Lewiston, County of Nez Perce, Idaho and more particularly described as follows:

Commencing at the intersection of 2nd Street and "B" Street;

Thence North 39°32'02" East a distance of 171.77 feet to the True Point of Beginning;

Thence North 03°30'00" East a distance of 227.29 feet to the South right of way of the Levee Bypass Road as shown by Federal Aid Project No. TQM-7064(001), Sheet 10 of 22 on file at the City Engineers office, Lewiston Idaho;

Thence North 89°34'43" East along said South right of way line of the Levee Bypass Road a distance of 451.09 feet to the existing fence line;

Thence South 03°30'00" West along the existing fence line a distance of 256.03 feet to appoint being 30 feet North of the existing railroad tracks;

Thence North 86°46'09" West a distance of 450.14 feet to the True Point of Beginning;

Said parcel containing 108767 square feet more or less.

687732

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That the "Grantor", Camas Prairie RailNet, Inc., a Delaware corporation, for Six Thousand Six Hundred and 00/100 Dollars (\$6,600) and Other Valuable Consideration, in hand paid, the receipt of which is hereby acknowledged, **CONVEYS and QUITCLAIMS**, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to Twin City Foods, Inc., whose mailing address is P.O. Box 699, Stanwood, Washington 98292, "Grantee", all its right, title and interest, if any, in and to that certain parcel of land located in the County of Nez Perce, State of Idaho, being more particularly described as follows:

All that parcel of land lying and being at or near Lewiston, Nez Perce County, State of Idaho and being more particularly described as follows and as shown on the survey map, attached hereto as **Exhibit "A"**, lying within the legal land description as provide by surveyor, and identified as **Exhibit "B"**, attached hereto and made part hereof.

The attached Exhibit "A" and the identified land conveyance thereon will govern in lieu of the legal description for any disputes or claims made by Grantee where the identified area in Exhibit "A" may be in conflict or differ from the legal description.

ALSO, Grantee has been allowed to make a complete visual inspection of the property and has knowledge as to the past use of the property. Based upon this inspection and knowledge, Grantee is aware of the condition of the property and **GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including the physical condition of the property and any defects thereof, the presence of any hazardous substances, waste or contaminants in, on or under the property, the condition or existence of any of the above ground or underground structures or improvements in of or under the property, the condition of title to the property, and the leases, easements or other agreements affecting the property.

Grantee assumes the risk that hazardous substances and contaminants may be present on the property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, arising from or in any way related to the condition of the property or presence of any hazardous substance or contaminants in, on or under the property. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the property.

687732

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by and attested by its duly authorized representatives, on the 31st day of Dec., 2002.

ACCEPTED:
NOTARY PUBLIC:

By: Michelle McElwee

My Commission Expires: 9/10/03
(NOTARY SEAL)



NOTARY PUBLIC:

By: Nancy G. Hilton

My Commission Expires: 10-17-2006
(NOTARY SEAL)



Camas Prairie RailNet, Inc.

By: [Signature]

Name: William R. Gervin
Title: EVP

ATTEST:

By: Shelly F. Aman

Name: Shelly F. Aman
Title: Admin / Mgr

Twin City Foods, Inc.

By: [Signature]

Name: RONALD H. KEOLKEN
Title: Vice President

ATTEST:

By: Thomas H. Hofbauer

Name: THOMAS H. HOFBAUER
Title: Secretary

FILED FOR RECORD
1520 REG. BY Twin City Foods
2003 APR 14 P 3:29 PO Box 647
Lewiston ID
PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID
BY Nathan DEPUTY

STATE OF TEXAS

COUNTY OF TARRANT

On this 31st day of December in the year 2002, before me the undersigned, a Notary Public in and for the said State, personally appeared William E. Glavin known or identified to me to be the EVP, of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

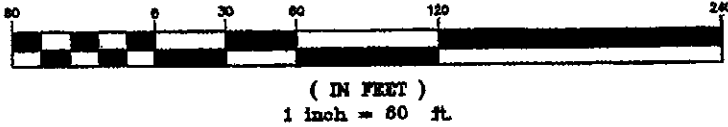
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Michelle McElwee
Notary Public for the State of Texas, residing at Tarrant Co.
My commission expires 9/10/03

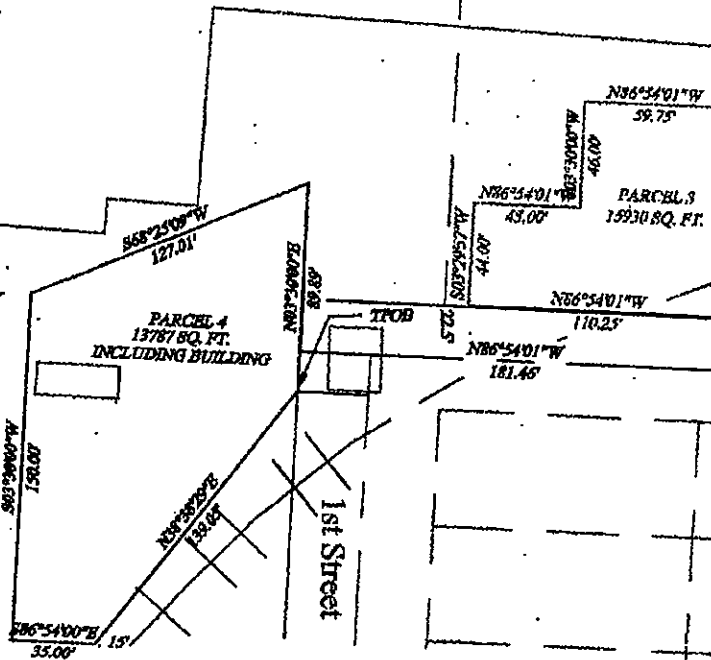
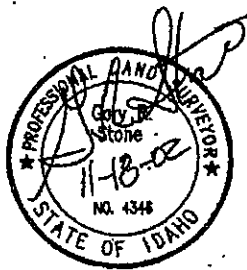


IN THE CITY OF LEWISTON, IDAHO
SEC. 36, TOWNSHIP 36 NORTH, RANGE 6 WEST, B.M.

GRAPHIC SCALE



ADMINISTRATION BUILDING TWIN CITY FOODS



THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.
IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

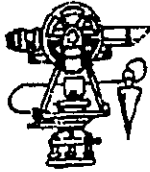
PARCEL 4 OF 4 LEGAL DESCRIPTION PLAT

CPRN, INC.
TO
TWIN CITY FOODS, INC.

EXHIBIT "A"

GARY R. STONE AND ASSOC., INC.
1712 "G" STREET
LEWISTON, IDAHO 83501
208-746-2517 FAX 208-746-0376

DATE: 11-15-02 SHT. 6
FOR: J. JENKINS OF 6
JOB No.: 200295 SHTS.

GARY R. STONE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYING & ENGINEERING

1712 "G" STREET LEWISTON, IDAHO 83501

PHONE (208) 746-2517 · FAX (208) 746-0376

EXHIBIT "B"

11/18/2002

**LEGAL DESCRIPTION
CAMAS PRAIRIE RAILNET, INC.
TO
TWIN CITY FOODS, INC
PARCEL 4**

A parcel of land located in Block 4 of the North portion of the Original City Of Lewiston Plat, records of Nez Perce County, Idaho, being in Section 36, Township 36 North, Range 6 West, B.M., in the City of Lewiston, County of Nez Perce, Idaho and more particularly described as follows:

Commencing at the intersection of 2nd Street and "B" Street;

Thence North 86°54'00" West along the centerline of "B" Street a distance of 280.00 feet to the Intersection of 1st Street and "B" Street (calc'd);

Thence South 03°30'00" West along the centerline of 1st Street a distance of 17.43 feet;

Thence North 86°54'00" West a distance of 30.00 feet, said point being the True Point of Beginning;

Thence North 03°30'00" East a distance of 89.89 feet;

Thence South 68°25'09" West a distance of 127.01 feet;

Thence South 03°30'00" West a distance of 150.00 feet;

Thence South 86°54'00" East a distance of 35.00 feet;

Thence North 38°38'29" East a distance of 139.05 feet to the True Point of Beginning;

Said parcel containing 13787 square feet more or less.

~~EXCERPT~~ 402 874
QUITCLAIM DEED

The Grantor, BURLINGTON NORTHERN INC., a Delaware corporation,
hereinafter called Railway Company, for and in consideration of Ten Dollars
(\$10.00) and other good and valuable consideration conveys and quitclaims to
TWIN CITY FOODS, INC., hereinafter called Grantee, the following described

real estate situated in County of Nez Perce, State of Idaho:

address: 101 B St
Lewiston Id

Commencing at the monument marking the point of intersection
of the centerlines of "B" Street and Third Street; thence N. 86°
54'40"W. 191.61 feet along the said centerline of "B" Street;
thence N. 3°30'E. 112.42 feet to the Point of Beginning;

thence N. 85°13'W.	267.54 feet;
thence N. 4°47'E.	32.40 feet;
thence N. 85°13'W.	10.00 feet;
thence N. 4°47'E.	15.00 feet;
thence S. 85°13'E.	236.20 feet;
thence N. 4°47'E.	97.50 feet;
thence N. 85°13'W.	300.20 feet;
thence N. 4°47'E.	36.50 feet;
thence S. 85°13'E.	150.00 feet;
thence N. 3°30'E.	84.01 feet to

a point on the U.S.C.E. Reservation Line; thence N. 89° 35'40"E.
187.86 feet along said Reservation Line; thence S 3°30'W 282.45
feet along a line parallel to and 12.5 feet West of the line common
to Lots 14 and 15 of an old railroad map subdivision, to the Point
of Beginning, containing an area of 46,298 sq. ft.

EXCEPTING AND RESERVING, however, unto said Railway Company, its
successors and assigns, forever, all of the coal, oil, casinghead gas and all ores
and minerals of every kind and nature underlying the surface of the premises
herein conveyed, together with the full right, privilege and license at any and
all times to explore, or drill for and to protect, conserve, mine, take remove
and market any and all such products in any manner which will not damage
structures on the surface of the premises herein conveyed.

IN WITNESS WHEREOF, said corporation has caused this instrument to be
executed by its proper officers and its corporate seal to be hereunto affixed this

29th day of March 1977.

(29th)

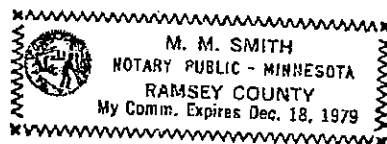
(March)

BURLINGTON NORTHERN INC.

STATE OF MINNESOTA)
) ss.
County of Ramsey)

ll On this 29th day of March, 1977, before me personally appeared J. C. KENADY & F. STEINHIL to me known to be a Vice President and Assistant Secretary of Burlington Northern Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Burlington Northern Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said Burlington Northern Inc.

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



M. M. Smith

3/29/77

402871... Mail
200... Linn City Foods Inc



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

April 1, 2010

COPY

RECEIVED

CHRISTOPHER H MEYER
GIVENS PURSLEY LLP
PO BOX 2720
BOISE ID 83701

Givens Pursley, LLP

Re: Twin City Foods Request for Extension of Time to Avoid Forfeiture of a Water Right

Dear Mr. Meyer: *Chris*

In order to process the Extension of Time to Avoid Forfeiture of Twin City Foods Inc Water Right No. 85-4194, we will need some sort of documentation such as a copy of a Tax Notice, Deed or some other form of documentation, proving ownership of the property is still in the name of Twin City Foods Inc.

Please send that to our office, to my attention, at your earliest convenience.

Thanks you,

Robert G. Haynes, P.E.
Regional Manager

RH/db

GIVENS PURSLEY LLP

LAW OFFICES

601 W. Bannock Street
PO Box 2720, Boise, Idaho 83701
TELEPHONE: 208 388-1200
FACSIMILE: 208 388-1300
WEBSITE: www.givenspursley.com

CHRISTOPHER H. MEYER

DIRECT DIAL: (208) 388-1236
CELL: (208) 407-2792
EMAIL: ChrisMeyer@givenspursley.com

Gary G. Allen
Peter G. Barton
Christopher J. Beeson
Clint R. Bolinder
Erik J. Bolinder
Jeremy C. Chou
William C. Cole
Michael C. Creamer
Amber N. Dina
Elizabeth M. Donick
Kristin Bjorkman Dunn
Thomas E. Dvorak
Jeffrey C. Fereday
Justin M. Fredin
Martin C. Hendrickson

Steven J. Hippler
Donald E. Krickrehm
Deborah K. Kristensen
Anne C. Kunkel
Jeremy G. Ladle
Michael P. Lawrence
Franklin G. Lee
David R. Lombardi
John M. Marshall
Emily L. McClure
Kenneth R. McClure
Kelly Greene McConnell
Cynthia A. Melillo
Christopher H. Meyer
L. Edward Miller

Patrick J. Miller
Judson B. Montgomery
Deborah E. Nelson
Kelsey J. Nunez
W. Hugh O'Riordan, LL.M.
Angela M. Reed
Justin A. Steiner
Conley E. Ward
Robert B. White

RETIRED

Kenneth L. Pursley
James A. McClure
Raymond D. Givens (1917-2008)

March 19, 2010

Emalee Rushing
Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

COPY

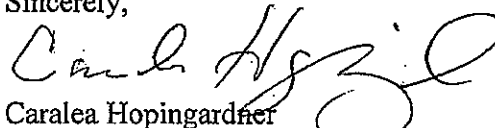
Re: *Water Right No. 85-4194 – Application for Extension of Time*

Dear Emalee:

As we discussed on the telephone this afternoon, enclosed is a check in the amount of \$100 as the filing fee for Twin City Foods, Inc.'s *Application for Extension of Time to Avoid Forfeiture of a Water Right*, the original of which was mailed to Aaron Marshall on March 4, 2010.

Please let me know if you need anything else. Thanks for your assistance.

Sincerely,



Caralea Hopingardner
Legal Assistant to Christopher H. Meyer

Encl: Application for Extension of Time form dated 3-4-2010 (copy)
Check No. 005809

GIVENS PURSLEY LLP
SUITE 200 PARK PLACE
277 N. SIXTH STREET P.O. BOX 2720
BOISE, IDAHO 83701
(208) 388-1200

KEYBANK NATIONAL ASSOCIATION
KEY PRIVATE BANK
BOISE, IDAHO 83702
92-155/1241

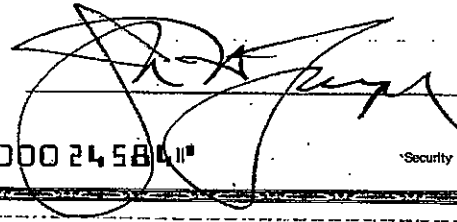
005809

March 19 20 10

PAY One Hundred and 00/100th DOLLARS \$100.00

TO
THE
ORDER
OF

Idaho Department of Water Resources



⑈005809⑈ ⑆124101555⑆ 12580002458⑈

Security features are included.
Details on back.

DETACH AND RETAIN THIS STUB
THIS CHECK IS FOR PAYMENT OF ITEMS DESCRIBED BELOW
IF INCORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT NECESSARY

DATE	DESCRIPTION	AMOUNT
3/19/2010	Application for Extension of Time to Avoid Forfeiture of a Water Right filing fee. Water Right #85-4194 GP#10273-3	\$100.00

GIVENS PURSLEY LLP

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR EXTENSION OF TIME TO AVOID
FORFEITURE OF A WATER RIGHT

Section 42-222, Idaho Code, provides that a water right shall be lost and forfeited and the water right revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

1. Name of water right holder Twin City Foods, Inc.
2. Mailing address P.O. Box 699, Stanwood, WA 98292 Email ronk@twincityfoods.com
3. The right was obtained or is evidenced by:

a. Decree to Twin City Foods, Inc. In Case of In Re SRBA, Case No. 39576
vs. _____, Dated 08-18-2005 in Idaho District Court,
Fifth Judicial District
Court, _____ County of _____ Fully describe decree
Partial decree pursuant to I.R.C.P. 54(b) for Water Right No. 85-04194
(based on beneficial use claim)

b. License No. _____ c. Claim No. 85-04194
d. SRBA No. 85-04194

4. Source of water Groundwater tributary to _____
(Name of stream or source)

5. Date of priority of right 09-25-1952

6. Description of Right:

amount 6.95 cfs for commercial purposes from 1-1 to 12-31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

7. Point of Diversion SW $\frac{1}{4}$ NB $\frac{1}{4}$ of Sec. 36 Twp. 36N Rge. 6W County Nez Perce
(Lot 2)

8. Lands Irrigated or Place(s) of Use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>36N</u>	<u>6W</u>	<u>36</u>		<u>C*</u>	<u>C*</u>														

C = Commercial

* = lot 2

Total Acres _____

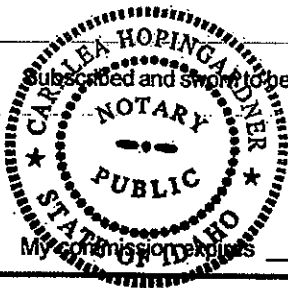
9. Give the last date when water was put to beneficial use 7-2004, but partial decree issued 08-18-2005
Length of extension of time requested 5 years, or until 08-18-2015
(Date)

10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use The industrial facility using this water right is not currently operating due to economic conditions beyond the owner's control. New uses for the water are contemplated and the owner has been actively seeking a purchaser of the property and/or water right. However, due to unusual economic conditions, the owner has been unable to complete a sale. The owner continues to pursue active discussions regarding potential sale. The additional time will allow this water right to be preserved and continue to serve beneficial uses within Idaho. The water right holder has no intent to abandon or forfeit this right, and is actively striving to ensure its continued use.

The information contained in this application is true, to the best of my knowledge.

(Signature of Applicant)

Christopher H. Meyer, by Special Power of Attorney



Subscribed and sworn to before me this 4th day of March, 20 10

(Notary Public)

My commission expires

5/8/2010

Residing at

Boise, Idaho

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby _____ said application subject to the following conditions or reasons:

Signed this _____ day of _____, 20_____

Chief, Water Allocation Bureau

FOR DEPARTMENT USE ONLY

Date Received _____ FEE Received by _____ Date _____ Receipt # _____

Preliminary T by _____ Publication prepared by _____ Pub. approved by _____ Date _____

Published in	Dates Published
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Protests filed by _____

Copies of protests forwarded by _____ Hearing held by _____ Date _____

Recommended for - APPROVAL / DENIAL By _____

GIVENS PURSLEY LLP

LAW OFFICES
601 W. Bannock Street
PO Box 2720, Boise, Idaho 83701
TELEPHONE: 208 388-1200
FACSIMILE: 208 388-1300
WEBSITE: www.givenspursley.com

CHRISTOPHER H. MEYER
DIRECT DIAL: (208) 388-1236
CELL: (208) 407-2792
EMAIL: ChrisMeyer@givenspursley.com

Gary G. Allen
Peter G. Barton
Christopher J. Beeson
Clint R. Bolinder
Erik J. Bolinder
Jeremy C. Chou
William C. Cole
Michael C. Creamer
Amber N. Dina
Elizabeth M. Donick
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Martin C. Hendrickson

Steven J. Hippler
Donald E. Knickrehm
Debra K. Kristensen
Anne C. Kunkel
Jeremy G. Ladle
Michael P. Lawrence
Franklin G. Lee
David R. Lombardi
John M. Marshall
Emily L. McClure
Kenneth R. McClure
Kelly Greene McConnell
Cynthia A. Melillo
Christopher H. Meyer
L. Edward Miller

Patrick J. Miller
Judson B. Montgomery
Deborah E. Nelson
Kelsey J. Nunez
W. Hugh O'Riordan, LL.M.
Angela M. Reed
Justin A. Steiner
Conley E. Ward
Robert B. White

RETIRED
Kenneth L. Pursley
James A. McClure
Raymond D. Givens (1917-2008)

March 4, 2010

Aaron Marshall
Water Allocation Bureau
Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

Re: *Water Right No. 85-4194 – Application for Extension of Time*

Dear Aaron:

On behalf of my client, Twin City Foods, Inc., I am enclosing an original *Application for Extension of Time to Avoid Forfeiture of a Water Right* and a *Special Power of Attorney for Water Rights*. Also enclosed is a copy of the application to be conformed and returned to my office in the postage-paid envelope provided for your use.

A partial decree for this water right was issued on August 18, 2005, from which date the five year forfeiture clock runs. Paragraph 10 explains the reasons for the request for extension to August 18, 2015.

Please let me know if anything further is required. I would appreciate hearing from you to discuss the status of this application once you have had an opportunity to review it.

Sincerely,


Christopher H. Meyer

Encl: Application for Extension of Time form dated 3-4-2010 (original and 1 copy)
Special Power of Attorney dated 11-12-2009 (copy)

cc: Ronald Keolker, Twin City Foods, Inc.
Scott N. King, SPF Water Engineering, LLC

CHM:ch
10273-3_809507_1.DOC

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION FOR EXTENSION OF TIME TO AVOID
FORFEITURE OF A WATER RIGHT**

Section 42-222, Idaho Code, provides that a water right shall be lost and forfeited and the water right revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

1. Name of water right holder Twin City Foods, Inc.
2. Mailing address P.O. Box 699, Stanwood, WA 98292 Email ronk@twincityfoods.com
3. The right was obtained or is evidenced by:
 - a. Decree to Twin City Foods, Inc. in Case of In Re SRBA, Case No. 39576
vs. _____, Dated 08-18-2005 in Idaho District Court,
Fifth Judicial District
Court, _____ County of _____ Fully describe decree
Partial decree pursuant to I.R.C.P. 54(b) for Water Right No. 85-04194
(based on beneficial use claim)
 - b. License No. _____
 - c. Claim No. 85-04194
 - d. SRBA No. 85-04194
4. Source of water Groundwater tributary to _____
(Name of stream or source)
5. Date of priority of right 09-25-1952
6. Description of Right:
amount 6.95 cfs for commercial purposes from 1-1 to 12-31
(cfs/lac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/lac-ft)
7. Point of Diversion SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 36 Twp. 36N Rge. 6W County Nez Perce
(lot 2)

8. Lands irrigated or Place(s) of Use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
36N	6W	36		C*	C*														

C = Commercial

* = lot 2

Total Acres _____

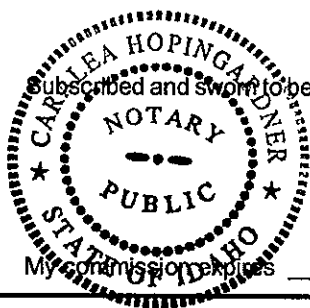
9. Give the last date when water was put to beneficial use 7-2004, but partial decree issued 08-18-2005
Length of extension of time requested 5 years, or until 08-18-2015 (Date)

10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use The industrial facility using this water right is not currently operating due to economic conditions beyond the owner's control. New uses for the water are contemplated and the owner has been actively seeking a purchaser of the property and/or water right. However, due to unusual economic conditions, the owner has been unable to complete a sale. The owner continues to pursue active discussions regarding potential sale. The additional time will allow this water right to be preserved and continue to serve beneficial uses within Idaho. The water right holder has no intent to abandon or forfeit this right, and is actively striving to ensure its continued use.

The information contained in this application is true to the best of my knowledge.

(Signature of Applicant)

Christopher H. Meyer
Christopher H. Meyer, by Special Power of Attorney



Subscribed and sworn to before me this 4th day of March, 20 10.

(Notary Public)

Carrie Hoping Gardner
Residing at Boise, Idaho

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby _____ said application subject to the following conditions or reasons:

Signed this _____ day of _____, 20 _____.

Chief, Water Allocation Bureau

FOR DEPARTMENT USE ONLY

Date Received _____ FEE Received by _____ Date _____ Receipt # _____

Preliminary T by _____ Publication prepared by _____ Pub. approved by _____ Date _____

Published in _____ Dates Published _____

Protests filed by _____

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Recommended for - APPROVAL / DENIAL By _____

SPECIAL POWER OF ATTORNEY FOR WATER RIGHTS

Twin City Foods, Inc. whose mailing address is P.O. Box 699, Stanwood, WA 98292, hereby appoints the attorneys of Givens Pursley LLP, 601 West Bannock Street, P.O. Box 2720, Boise, ID, 83701 as its true and lawful attorneys for the purpose of signing on its behalf the following forms, pleadings, and other documents for submission to the Idaho Department of Water Resources ("IDWR"), the Idaho Water Supply Bank, and/or any Court undertaking an adjudication or judicial review of water rights held by Twin City Foods, Inc.

IDWR Forms

1. Affidavit for Water Rights To Be Used for Power Purposes;
2. Application for Amendment of Permit to Appropriate the Waters of the State of Idaho;
3. Application for Exchange of Water;
4. Application for Extension of Time to Avoid Forfeiture of a Water Right;
5. Application for Permit to Appropriate the Waters of the State of Idaho;
6. Application for Temporary Approval of a Water Application;
7. Application for Transfer of a Water Right;
8. Assignment of Permit To Change the Ownership of a Permit;
9. Change of Address;
10. Notice of Change in Water Right Ownership;
11. Notice of Diversion as an Alternative to Instream Stockwater Use;
12. Notice of Resumption of Beneficial Use;
13. Notice of Protest;
14. Notice of Security Interest in a Water Right -- Request for Notification of Change in Ownership or Action to Amend, Transfer or Modify a Water Right
15. Request for Extension of Time to Provide Additional Time in Which to Submit Proof of Beneficial Use for a Water Right Permit;
16. Proof of Beneficial Use;
17. Relinquishment of Permit;
18. Statement of Completion for Submitting Proof of Beneficial Use;
19. Statutory Claim to a Water Right;
20. Temporary Change Application;

21. Withdrawal of Application for Amendment of Permit;
22. Withdrawal of Application for Permit;
23. Withdrawal of Application for Transfer of Water Right(s);

Idaho Water Supply Bank

24. Application to Rent Water from the Water Supply Bank (including a rental pool);
25. Application to Sell or Lease a Water Right to the Water Supply Bank (including a rental pool); and

Adjudication or Judicial Review

26. Any Notice of Claim to a Water Right (including late claims and/or amendments of claims), petition, pleading, motion, notice, objection, petition, brief, stipulation, or settlement submitted to any Court undertaking a general or special adjudication of water rights held by Twin City Foods, Inc.;
27. Any petition, pleading, motion, notice, objection, petition, brief, stipulation, or settlement submitted to any Court undertaking a judicial review or appeal of any action by IDWR respecting any water rights held by Twin City Foods, Inc.;

Miscellaneous

28. Any other pleading or document in support, furtherance, or settlement of any of the above.

All may rely on such authority. This Special Power of Attorney shall be effective until revoked in writing by Twin City Foods, Inc.

For purposes of the exercise of the powers herein granted, the facsimile or pdf signature of said attorneys shall be lawful and binding and any person may rely upon such facsimile or pdf signature as if it were an original

IN WITNESS WHEREOF, the undersigned has executed this Special Power of Attorney effective as of the last date noted.

Dated: Nov. 12, 2009

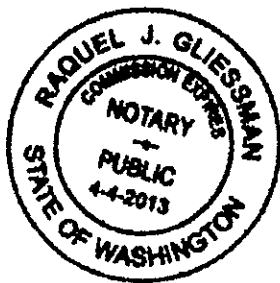

Ronald H. Keolker
Vice President, Finance
And Secretary
Twin City Foods, Inc.

ACKNOWLEDGMENT

State of Washington)
County of Snohomish) ss.

On this 12th day of November, 2009, before me, the undersigned, a notary public in and for said county and state, personally appeared Ronald H. Keolker, known or identified to me (or proved to me on his/her oath) to be the Vice President of Finance and Secretary of Twin City Foods, Inc., the corporation that executed the above instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Raquel J. Gliessman
Notary Public for Washington
Residing at Arlington
My Commission Expires 04/04/13