



AERIAL PHOTO		
NIMAN RANCH INC.	SCALE: 1" = 768'	
16821 PURPLE SAGE	T05N R03W SECT 32 N1/2 OF NW1/4	PREPARED BY
CALDWELL ID 83605		DARWIN VANDER STELT


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 SEP 09 2003

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JAN 10 2003

Department of Water Resources

**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.

1. 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 (under the "split" heading), 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?
63-20388 - <i>AJ Ben Use</i>		No			
63-22368 - <i>P.D.</i>		No			
63-11275 - <i>licensed to Niman</i>		No	<i>Ranch Inc on 1-31-03</i>		

2. The following **REQUIRED** information must be submitted with this form:
- The appropriate **FILING FEE**. See instructions for fee amounts.
 - 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**.
 - 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) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) SSI Land and Cattle Co. 2615 Cleveland, Caldwell ID 83605
SSI Land and Cattle Co. 2615 Cleveland, Caldwell ID 83605
Niman McConnell LLC, 1026 East 12th St. Oakland CA 94605

4. New Owner/Claimant(s)* **Niman Ranch Inc.**
Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address 16821 Purple Sage Rd.
City, State and ZIP Code Caldwell, ID 83607
New Telephone Number 459-1113

5. Date you acquired the property 7-31-00

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6. 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 _____

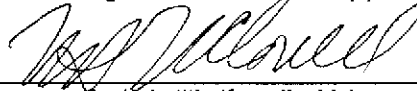
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Other		
Domestic		
Total		

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		
Other		
Domestic		
Total		

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

 , CHAIRMAN
(include title if applicable)

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 DAW Date 1-7-03 Fee \$50.00
 Received by DAW Date 1-7-2007 Receipt No. W029959
 Processed by _____ AJ Date _____ WR _____ Date _____

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Exhibit "A"

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

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

200026767

RECORDED

00 JUL 31 PM 4 38

C NOEL HALE
CANYON CNTY RECORDER
BY *[Signature]*

REQUESTED BY: NAPA
TYPE: *[Signature]* JRE (A. 2)

No warranty of any kind is made by the
notary public in this document. The notary
is not responsible for the accuracy of the
information contained in this document.

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SEP 4 2003

DOMESTIC WELL

IRRIGATION WELL

32

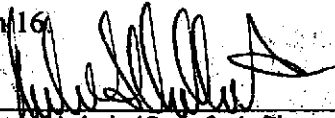
USGS

AERIAL PHOTO		
NIMAN RANCH INC.	SCALE: 1" = 768'	
16821 PURPLE SAGE	T05N R03W SECT 32 N1/2 OF NW1/4	PREPARED BY
CALDWELL ID 83605		DARWIN VANDER STELT


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 4-11-98 2003

ATTACHMENT
TO
LIMITED LIABILITY COMPANY
CERTIFICATE OF MERGER
OF
NIMAN RANCH, INC.

Item 16



Signature of Authorized Person for the Disappearing Entity Date

Rob Hurlbut, Manager

Type or Print Name and Title of Person Signing Date

May 15, 2001

200244949

RECORDED

2002 SEP 26 AM 11 33

G NOEL HALES
CANYON CITY RECORDER

REQUEST *Rec'd hand*
TYPE *Bot A* FEE *240*



SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 7 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

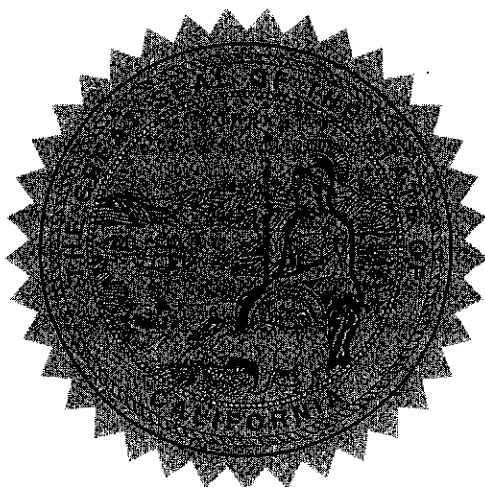
SEP 20 2002

Bill Jones

Secretary of State

MICROFILMED

SEP 20 2002



005650

2336484 SURV

FILED

in the Office of the Secretary of State
of the State of California

MAY 17 2001 *gkb*

AGREEMENT AND PLAN OF MERGER

Bill Jones
L. JONES, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of May 15, 2001, is made by and between Niman Ranch, Inc., a California corporation ("Niman Ranch"), and Niman-McConnell, LLC, a California limited liability company ("LLC"). Niman Ranch and LLC agree as follows:

Article 1

RECITAL OF CONSTITUENT ENTITIES

Section 1.1. Constituent Entities. The constituent entities are Niman Ranch, Inc., a California corporation, and Niman-McConnell, LLC, a California limited liability company.

Section 1.2. LLC. LLC is a limited liability company organized under the laws of the State of California pursuant to the filing of articles of organization on August 20, 1996, and which has as its principal place of business 1025 E. 12th Street, Oakland, California 94606. There are presently outstanding 7,276,556 shares representing interests in LLC.

Section 1.3. Niman Ranch. Niman Ranch is a corporation incorporated under the laws of the State of California pursuant to the filing of its articles of incorporation on March 22, 2001, and which has as its principal place of business 1025 E. 12th Street, Oakland, California 94606. Niman Ranch is authorized to issue 52,000,000 shares of capital stock, consisting of (i) 40,000,000 shares of common stock with no par value per share, and (ii) 12,000,000 shares of preferred stock no par value per share, of which 6,977,312 shares have been designated Series A Convertible Preferred Stock ("Series A Stock") and 1,000,000 shares have been designated Series B Convertible Preferred Stock ("Series B Stock"). As of the date hereof, 100 shares of common stock, no shares of Series A Preferred Stock and no shares of Series B Preferred Stock are issued and outstanding.

Section 1.4. Intent to Merge: Surviving Corporation. Each of LLC and Niman Ranch deem it advisable and in the best interest of such entity and its members or shareholders that LLC be merged into Niman Ranch, with Niman Ranch remaining as the surviving corporation (the "Surviving Corporation").

Article 2

MERGER

Section 2.1. Merger. On the Effective Date (as defined below), LLC shall merge with and into Niman Ranch under the laws of the State of California, and Niman Ranch shall be the Surviving Corporation (the "Merger"); provided, however, that this Agreement may be terminated and abandoned in the event any member of LLC exercises "dissenters rights" in accordance with Sections 17600 through 17613 of the California Corporations Code by the board of directors of Niman Ranch or the managers of LLC, notwithstanding the approval of this Agreement by the shareholders or members of either entity.

Section 2.2. Effective Date. The Merger shall become effective upon the proper filing in the office of the California Secretary of State of duly executed documents as described in Section 4.2 below (the "Effective Date").

Section 2.3. Basis of Converting LLC Shares. At the Effective Date of the Merger, by virtue of the Merger and without any action on the part of any member or other equity owner of LLC, the shares of LLC membership interest will be converted into an aggregate of 7,276,556 shares of preferred stock of Niman Ranch, as follows: each share of LLC membership interest issued prior to November 1, 2000 will be converted into one share of Series A Stock, and each share of LLC membership interest issued on or after November 1, 2000 will be converted into one share of Series B Stock; such that a total of 6,776,556 shares of Series A Stock and 500,000 shares of Series B Stock will be issued in the Merger.

Section 2.4. Shares of Surviving Corporation. At the Effective Date of the Merger, the outstanding shares of Niman Ranch common stock shall be cancelled and shall become authorized but unissued shares of Niman Ranch common stock.

Section 2.5. Consequences of the Merger. On the Effective Date and as a consequence of the Merger, (i) the separate existence of LLC shall cease and LLC shall be merged with and into Niman Ranch as the Surviving Corporation; (ii) the identity, existence, name, purposes, franchises, powers, rights and immunities of Niman Ranch shall continue unaffected and unimpaired by the Merger; (iii) the Surviving Corporation shall succeed without other transfer, act, or deed, to all the rights and property of LLC, and shall be subject to all the debts and liabilities of LLC in the same manner as if the Surviving Corporation had itself incurred them; (iv) all debts, liabilities and obligations of Niman Ranch shall continue as debts, liabilities and obligations of the Surviving Corporation; and (v) all rights of creditors and liens upon property of LLC shall be preserved unimpaired and remain enforceable against the Surviving Corporation. The effect of the Merger and the Effective Date of the Merger are as prescribed by law.

Section 2.6. Further Assurance. After the Effective Date, LLC, through the persons who were its managers, officers and members immediately prior to the Merger, shall execute or cause to be executed such further assignments, assurances or other documents as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest to properties, assets and rights in the Surviving Corporation.

Article 3

GOVERNANCE OF SURVIVING CORPORATION

Section 3.1. Board of Surviving Corporation. The present Board of Directors of Niman Ranch shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting of shareholders and until such time as their successors have been duly elected and qualified.

Section 3.2. Bylaws of Surviving Corporation. The bylaws of Niman Ranch in effect immediately prior to the Effective Date of the Merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided therein or as provided by law.

Section 3.3. Articles of Surviving Corporation. The articles of incorporation of Niman Ranch in effect immediately prior to the Effective Date of the Merger, shall continue in full force as the articles of incorporation of the Surviving Corporation until altered, amended, or repealed as provided therein or as provided by law.

Section 3.4. Officers of Surviving Corporation. The present officers of Niman Ranch holding office immediately prior to the Effective Date of the Merger shall continue to serve as officers of the Surviving Corporation.

Article 4
INTERPRETATION AND ENFORCEMENT

Section 4.1. Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

Section 4.2. State Filings. Upon receipt of any required approval of Niman Ranch and LLC, Niman Ranch shall file in the office of the California Secretary of State all documents required under Sections 1113(g)(1) and 17552(b) of the California Corporations Code.

Section 4.3. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

Dated: May 15, 2001

Niman Ranch, Inc.,
a California corporation

By William Niman
William Niman, President and
Chief Executive Officer

By Michael McConnell
Michael McConnell, Secretary

Niman-McConnell, LLC,
a California limited liability company

By William Niman
William Niman, Manager

By Michael McConnell
Michael McConnell, Manager

By Rob Hurlbut
Rob Hurlbut, Manager

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**

William Niman and Michael McConnell certify that:

1. They are the President and Secretary, respectively, of Niman Ranch, Inc., a California corporation.

2. The Agreement and Plan of Merger in the form attached was duly approved by the required vote of the board of directors and shareholders of the corporation.

3. There are two classes of authorized shares, common stock and preferred stock, of which 100 shares of common stock and no shares of preferred stock, were issued and outstanding and entitled to vote on the merger.

4. Shareholder approval was by the holders of 100% of the outstanding shares of the corporation.

We further declare under penalty of perjury under the laws of the state of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at Oakland, California on May 15, 2001.



William Niman, President



Michael McConnell, Secretary

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)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 63-22368

NAME AND ADDRESS: SSI LAND & CATTLE CO INC
2615 E CLEVELAND BLVD
CALDWELL, ID 83605

SOURCE: GROUNDWATER
QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/01/1930

POINT OF DIVERSION: T05N R03W S32 NENWNW Within Canyon County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

PLACE OF USE: Domestic Within Canyon County
T05N R03W S32 NWNW

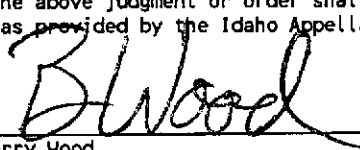
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

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SEP 3 2000



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 17, 2003

NIMAN RANCH INC
16821 PURPLE SAGE RD
CALDWELL ID 83607

RE: Change of Ownership for Water Right 63-22368

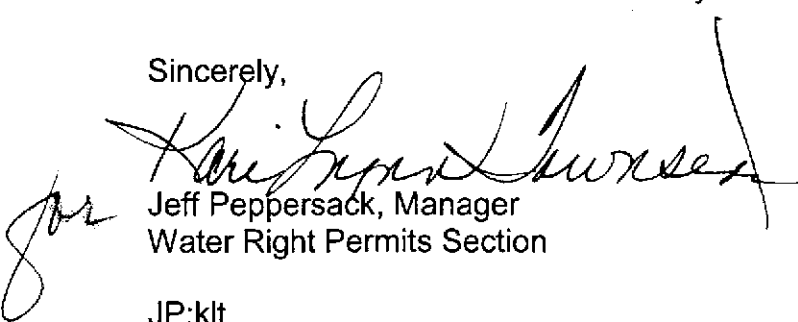
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

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SEP 4 9 2003

MEMORANDUM

RECEIVED

JAN 17 2003

Division of Water Policy, Inc.

TO: DENISE HATFIELD & KARILYNN TOWNSEND

FROM: DANIEL A. NELSON

DATE: 1/7/03

SUBJECT: CHANGE OF OWNERSHIP FOR 63-20388, 63-22368, AND 63-11275

I performed a field exam on 63-11275. During the field exam process the ownership of the permit changed. In order to expedite the licensing of the field exam the owner wanted to file a Change of Ownership form to be instituted after the permit is licensed. The field exam is being sent to the State Office for licensing with the Change of Ownership documentation attached. Once the permit is licensed, the owner wishes to have the Change of Ownership completed at the same time to ensure the water right is in the same name.

One of the rights on the Change of Ownership form (63-20388) is still a claim in the Snake River Basin Adjudication (SRBA). A copy of the change of ownership form has been given to Denise Hatfield to allow her to correct this record. The original Change of Ownership form has been sent with the field exam for 63-11275 to the State Office staff and Karilynn Townsend to change the ownership of the other two water rights, 63-22368 and 63-11275.

If you have any questions please contact me at the Western Region office. Thank you for time and support.

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SEP 14 2003