



State of Idaho
DEPARTMENT OF WATER RESOURCES
UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

T5N R3W

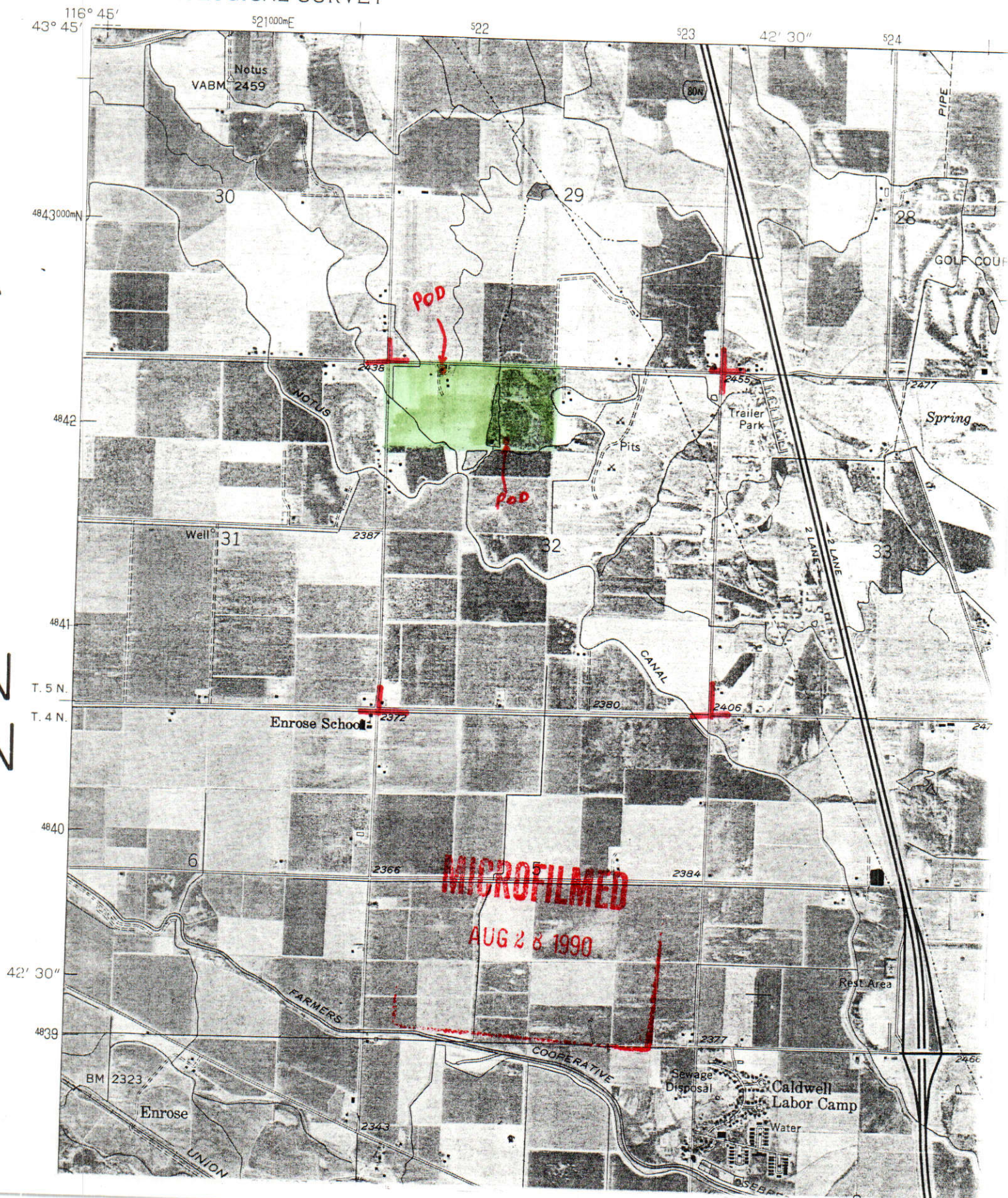
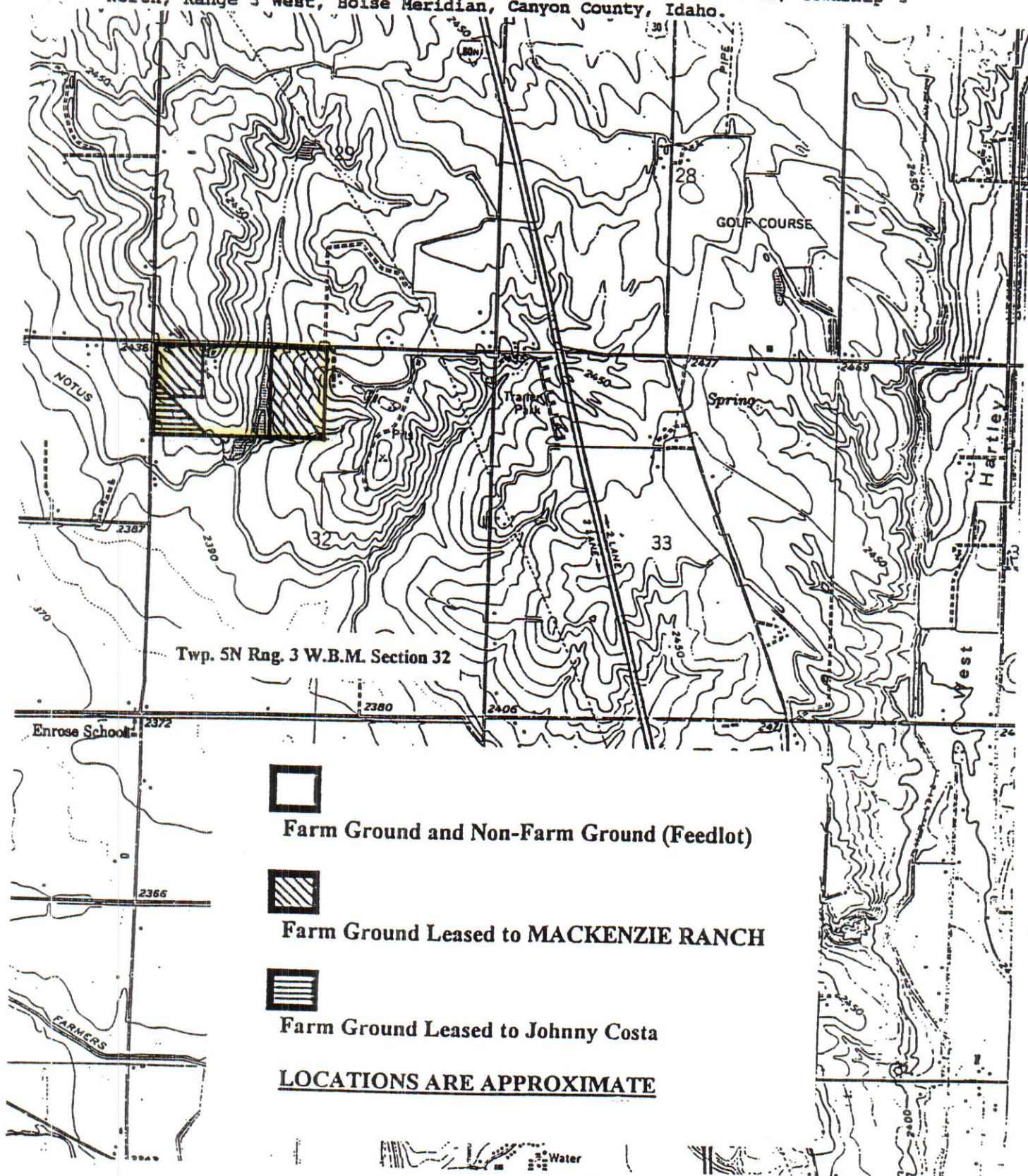


EXHIBIT A

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



FEEDLOT AND FARM GROUND LEASE - 10

ARM GROUND LE
MICROFILMED
AUG 08 2001

J. R. SIMPLOT CO.
NOTUS FEEDLOT

REFILED
AUG 08 2001

Receipt # C054543 ... \$25.00
6.27.01

RECEIVED

MAY 11 2001

Department of Water Resources

State of Idaho
Department of Water Resources

ASSIGNMENT OF WATER RIGHT PERMIT

SSI Foods, Inc, an Oregon corporation ("SSI"), by its Secretary, Ronald N. Graves, hereby assigns, conveys and transfers to Niman-McConnell, LLC of 1025 East 12th Street, Oakland, California 94606, all of SSI's right, title and interest in and to Idaho Department of Water Resources Permit to Appropriate the Public Waters of the State of Idaho No. 63-11275.

Made this 3rd day of May, 2001.

SSI Foods, Inc, an Oregon Corporation

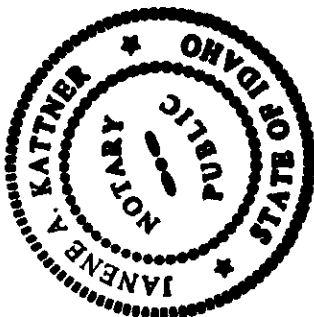
By: Ronald N. Graves

Ronald N. Graves, Secretary

STATE OF IDAHO)
) ss.
County of ADA)

On this 3rd day of May, 2001, before me, a Notary Public in and for the State of Idaho, personally appeared Ronald N. Graves, known to me to be the Secretary, of SSI Foods, Inc., who duly acknowledged that he 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.



Janene A. Kattner
Notary Public for the State of Idaho
Residing at: Boise, Idaho
Commission expires: 5/31/02

MICROFILMED
AUG 08 2001

Receipt # W027255
12.29.00 \$25.00

State of Idaho
Department of Water Resources

ASSIGNMENT OF WATER RIGHT PERMIT

SSI Land & Cattle Co. ("SSI L&C"), by its President, Kirk G. Smith, hereby assigns, conveys and transfers to SSI Foods, Inc., of P. O. Box 27 Boise, Idaho 83707, all of SSI L&C's right, title and interest in and to Idaho Department of Water Resources Permit to Appropriate the Public Waters of the State of Idaho No. **63-11275**.

Made this 3rd day of May, 2001.

SSI Land & Cattle Co., an Idaho Corporation

By: Kirk G. Smith
Kirk G. Smith, President

STATE OF Idaho)
County of Canyon) ss.

On this 3rd day of May, 2001, before me, a Notary Public in and for the State of Idaho, personally appeared Kirk G. Smith, known to me to be the President, of **SSI Land & Cattle Co.**, who duly acknowledged that he 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.



Jolene Brixey
Notary Public for the State of Idaho.
Residing at: 23212 Market Rd. Parma, ID
Commission expires: 4/1/03

MICROFILMED
AUG 08 2001

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-11275

Proposed Priority: March 15, 1990 Maximum Diversion Rate: 1.00 CFS
This is to certify, that SSI LAND & CATTLE CO. INC.
2615 E. CLEVELAND BLVD.
CALDWELL, ID

has applied for a permit to appropriate water from: GROUNDWATER
and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	03/15 to 11/15	1.00 CFS
STOCKWATER	01/01 to 12/31	1.00 CFS
INDUSTRIAL	01/01 to 12/31	1.00 CFS
Totals		1.00 CFS

LOCATION OF POINT(S) OF DIVERSION:
SWNENW Sec. 32, Township 05N, Range 03W
NENWNW Sec. 32, Township 05N, Range 03W
CANYON County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
05N 03W 32	NENW 37	NWNW 29		66
Total number of acres irrigated:				66

PLACE OF USE: INDUSTRIAL

TWN RGE SEC
05N 03W 32 NENW

PLACE OF USE: STOCKWATER, same as IRRIGATION use

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before August 1, 1992.
2. Subject to all prior water rights.
3. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
5. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.

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AUG 28 1990

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-11275

CONDITIONS/REMARKS:

6. Stockwater use is for 5000 head.
7. Commercial use is for an office, dust abatement and truck washing.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this

31st day of July, 1990.

for R. Keith Higginson, Director

MICROFILMED

AUG 28 1990

RECEIVED
MAR 15 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No. 63-11275

Department of Water Resources To appropriate the public waters of the State of Idaho

1. Name of applicant SSI Land & Cattle Co., Inc. Phone (208) 459-0734
Post office address 2615 E. Cleveland Blvd. Caldwell, ID 83605 83605 PW
2. Source of water supply Groundwater which is a tributary of _____
3. Location of point of diversion is SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Govt. Lot _____
Sec. 32 Township 5N Range 3W B.M. Canyon County; additional
points of diversion if any: 5N 3W Sec 32 NE NW NW
4. Water will be used for the following purposes:
Amount 1.0 for Industrial purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 1.0 for Irrigation purposes from 3/15 to 11/15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 1.0 for Stockwater Commercial PW purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 1.0 and/or (b) 67.50 N/A
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Description of ditches, flumes, pumps, headgates, etc. 2 wells, 2 pumps, pipeline
 - b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.
 - c. Existing Proposed well diameter is 10" inches; proposed depth of well is approx 200 feet.
 - d. Is ground water with a temperature of greater than 90°F being sought? no
7. Time required for the completion of the works and application of the proposed beneficial use is
5 years (minimum 1 year).

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AUG 28 1990

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. _____
- b. Stockwatering; list number and kind of livestock. 5,000 head of beef cattle
- c. Municipal; show name of municipality. _____
- d. Domestic; show number of households. _____
- e. Other; describe fully. 1 office, Dust abatement, truck wash

9. Description of place of use:

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

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
5N	3W	32		~~37~~			<u>37</u>	29											66
5N	3W	32		<u>C</u>			<u>I</u>												
5N	3W	32		<u>I</u>			<u>S</u>												
5N	3W	32		<u>S</u>				S											

Total number of acres to be irrigated 66

10. Describe any other water rights used for the same purposes as described above. A63-08702

11. a. Who owns the property at the point of diversion? Applicant
- b. Who owns the land to be irrigated or place of use? Applicant
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____

12. Remarks: Permit is to add stockwater rights of 5,000 head of beef cattle at this property

MICROFILMED

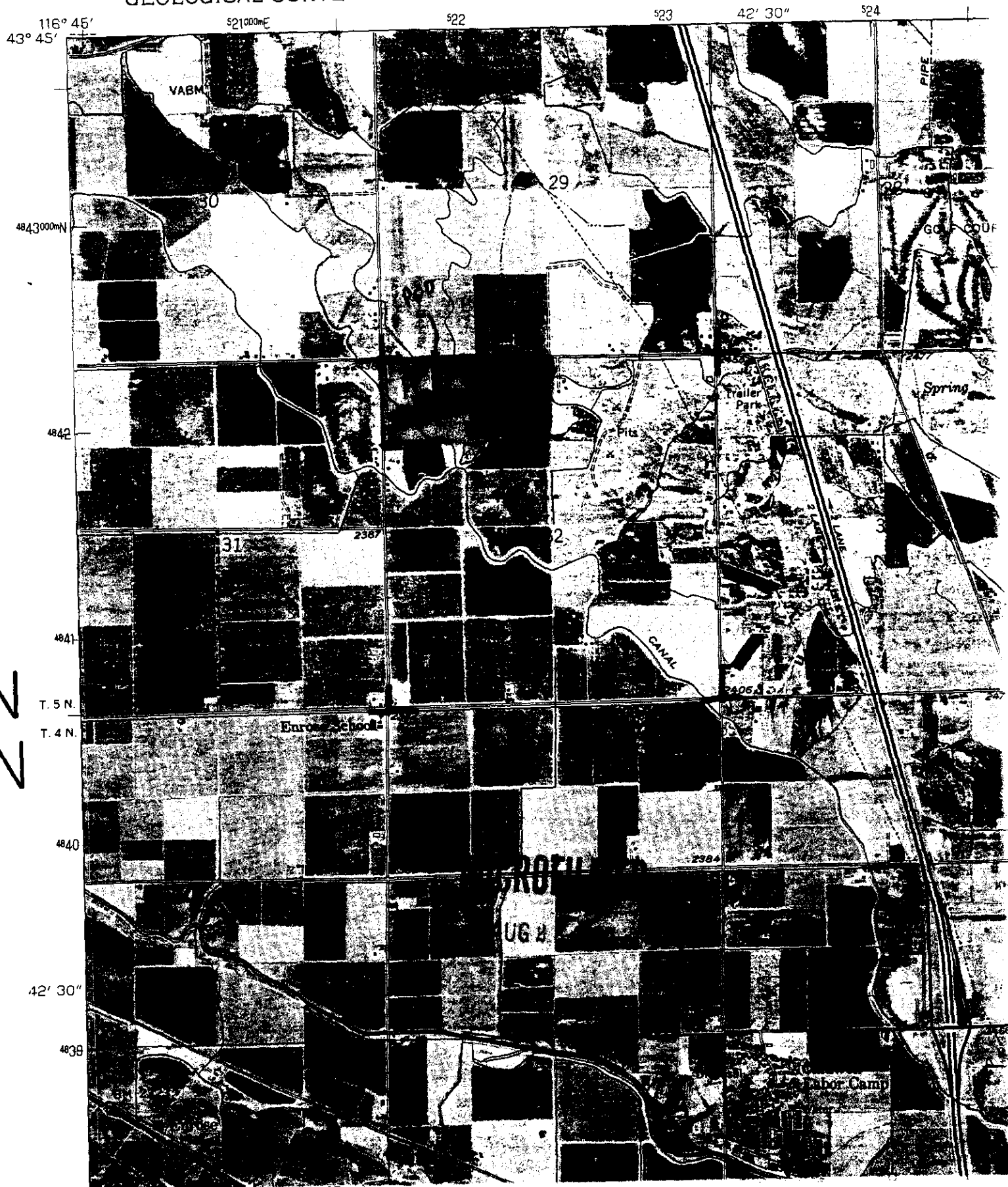
AUG 28 1990

3-29-90 Perm Wissenbach
SSI Land & Cattle, Business Manager



State of Idaho
DEPARTMENT OF WATER RESOURCES
UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

T5N R3W



13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

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AUG 28 1990

Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Robert L. Arnold
President (Applicant)

Received by J. Schultz D. 3/15/90 Time 2:25 pm Preliminary check by [Signature]
Fee \$ 45.00 Receipted by JS # C 015643 Date 3/15/90
Publication prepared by GG Date 4-11-90 Published in Press-Tribune
Publication approved ST Date 5-24-90 4/18 & 4/25/90

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 ____.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.
- e. Other:

MICROFILMED

AUG 28 1990

Officers

Kurt Smith Pres.

Marshall Davis V. Pres.

MICROFILMED

AUG 28 1990

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

PATCHIN, E.A.
6748 SOUTHSIDE BLVD.
NAMPA, ID 83686
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION
Use: DOMESTIC

Date Filed: 2/16/1990
In: T02N R02W S36

WAGENFEHR, WILLIAM H.
P.O. BOX 796
MIDDLETON, ID 83644
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION

Date Filed: 2/23/1990
In: T04N R02W S07

SSI FOOD SERVICES INC.
2615 E. CLEVELAND
CALDWELL, ID 83605
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION

Date Filed: 3/15/1990
In: T04N R05W S10

STATE OF IDAHO
DEPT. OF FISH & GAME
P.O. BOX 25
BOISE, ID 83720
Source: WILSON DRAIN
Source: SPRINGS
Diversión Pt:

Use: RECREATION

Date Filed: 2/20/1990
In: T02N R02W S03

CLOUDCROFT INC.
T & K FARMS INC.
P.O. BOX 1060
HOMEDALE, ID 83628
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION

Date Filed: 3/28/1990
In: T05N R05W S32 NENE

TOWNLEY, CLORIECE A.
8758 SOUTHSIDE BLVD.
NAMPA, ID 83686
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION

Date Filed: 2/16/1990
In: T02N R02W S24

WARD, BEVERLY J.
WARD, NEAL S.
1120 E. LOCUST LN.
NAMPA, ID 83686
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION

Date Filed: 2/14/1990
In: T02N R02W S03

SCHULTHIES, DEC., R.H.
C/O BYRON S. SCHULTHIES
RT. 2
MORGAN, UT 84050
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION

Date Filed: 3/2/1990
In: T02N R02W S15

63-11149

NWSWNW

Sec 36 T 02N R 02W

(.249 CFS)
(.040 CFS)
Total Diversión: (.280 CFS)

12.0 ACRES TOTAL

63-11159

SENNWE

Sec 7 T 04N R 02W

(.040 CFS)
(.040 CFS)
Total Diversión: (.040 CFS)

2.0 ACRES TOTAL

63-11254

NESE

Sec 10 T 04N R 05W

(.540 CFS)
(.540 CFS)
Total Diversión: (.540 CFS)

27.0 ACRES TOTAL

63-11256

SESE
NESESE
NWSESE

Tributary: INDIAN CREEK

Tributary: WILSON DRAIN

Sec 3 T 02N R 02W

Sec 3 T 02N R 02W

Sec 3 T 02N R 02W

(50.000 CFS)

Total Diversión: (50.000 CFS)

NESE

SESE

63-11263

NENENE

Sec 32 T 05N R 05W

(3.200 CFS)
(3.200 CFS)
Total Diversión: (3.200 CFS)

180.0 ACRES TOTAL

63-11267

SWNWNW

Sec 24 T 02N R 02W

(.030 CFS)
(.030 CFS)
Total Diversión: (.030 CFS)

1.0 ACRES TOTAL

63-11268

NESWSE

Sec 3 T 02N R 02W

(.150 CFS)
(.150 CFS)
Total Diversión: (.150 CFS)

5.0 ACRES TOTAL

63-11269

NWNE

Sec 15 T 02N R 02W

(.800 CFS)
(.800 CFS)
Total Diversión: (.800 CFS)

40.0 ACRES TOTAL

U HAUL REAL ESTATE C
2721 N. CENTRAL AVE.
PHOENIX, AZ 85004

Source: GROUNDWATER
Diversión Pt:
Use: INDUSTRIAL
Use: DOMESTIC

Date Filed: 2/15/1990
In: T03N R02W S08

BAUGHER, LARRY M.
BAUGHER, JUDY L.
26752 WALKER RD.
PARMA, ID 83660
Source: PARMA DRAIN
Diversión Pt:
Use: IRRIGATION

Date Filed: 3/22/1990
In: T05N R05W S03

ISOM, MIKE
ISOM, LINDA
13251 BALLARD LN.
CALDWELL, ID 83605
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION
Use: STOCKWATER
Use: DOMESTIC

Date Filed: 3/14/1990
In: T04N R03W S11

SSI LAND & CATTLE CO. INC.
2815 E. CLEVELAND BLVD.
CALDWELL, ID
Source: GROUNDWATER
Diversión Pt:

Use: IRRIGATION
Use: STOCKWATER
Use: INDUSTRIAL

Date Filed: 3/15/1990
In: T05N R03W S32

CARVER, MARVIN LEROY
CARVER, NANCY LUCILLE
16375 OASIS RD.
CALDWELL, ID 83605
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION

Date Filed: 2/22/1990
In: T05N R03W S05

CRISP, RANDALL L.
P.O. BOX 204
MELBA, ID 83641
Source: GROUNDWATER
Diversión Pt:
Use: STOCKWATER
Use: DOMESTIC

Date Filed: 2/28/1990
In: T01S R02W S13

MIHAN, GARY
MIHAN, BARBARA
3614 E. Amity
Nampa, ID 83687
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION
Use: DOMESTIC

Date Filed: 2/26/1990
In: T03N R02W S25

WARREN, RON
16540 W. OAK
CALDWELL, ID 83605
Source: GROUNDWATER
Diversión Pt:
Use: IRRIGATION
Use: FISH PROPAGATION

Date Filed: 2/13/1990
In: T04N R03W S29

The permit(s) will be subject to all prior water rights. Protests must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, Idaho 83705 on or before MAY 7, 1990.

R. KEITH HIGGINSON

Director
April 18, 25, 1990

63-11271

SENNWSW

Sec 8 T 03N R 02W

(.020 CFS)
(.020 CFS)
Total Diversión: (.040 CFS)

Total Diversión: (.040 CFS)

NWSW

63-11272

SENNWSW

Tributary: BOISE RIVER

Sec 3 T 05N R 05W

(.030 CFS)
(.030 CFS)
Total Diversión: (.030 CFS)

Total Diversión: (.030 CFS)

SWSW

1.0 ACRES TOTAL

63-11274

LOT 1 (NESE)

Sec 11 T 04N R 03W

(.020 CFS)
(.020 CFS)
(.040 CFS)
Total Diversión: (.080 CFS)

Total Diversión: (.080 CFS)

Lot 1 (NESE)

1.0 ACRES TOTAL

63-11275

SWNNENW

Sec 32 T 05N R 03W

(1.000 CFS)
(1.000 CFS)
(1.000 CFS)
Total Diversión: (1.000 CFS)

Total Diversión: (1.000 CFS)

NENW

NWNW

66.0 ACRES TOTAL

63-11276

LOT 2 (NWNE)

Sec 5 T 05N R 03W

(.120 CFS)
(.120 CFS)
Total Diversión: (.120 CFS)

Total Diversión: (.120 CFS)

Lot 2

(NWNE)

4.0 ACRES TOTAL

63-11277

SENNWSW

Sec 13 T 01S R 02W

(.030 CFS)
(.060 CFS)
(.090 CFS)
Total Diversión: (.090 CFS)

Total Diversión: (.090 CFS)

SENNWSW

SWNNENW

Sec 25 T 03N R 02W

(.440 CFS)
(.060 CFS)
(.500 CFS)
Total Diversión: (.500 CFS)

Total Diversión: (.500 CFS)

SENNWSW

22.0 ACRES TOTAL

63-11280

NENNWSW

Sec 29 T 04N R 03W

(.060 CFS)
(.500 CFS)
(.500 CFS)
Total Diversión: (.500 CFS)

Total Diversión: (.500 CFS)

SENNWSW

2.0 ACRES TOTAL



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 28, 2001

NIMAN MC CONNELL LLC
1025 EAST 12TH ST
OAKLAND CA 94606

RE: Change of Ownership for Water Right 63-11275

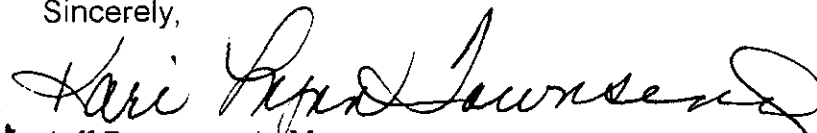
Dear Water Right Holder(s):

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. Also enclosed is a receipt for the \$25.00 filing fee.

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,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: Niman-McConnell, LLC
c/o Rob & Michelle Stokes
16821 Purple Sage Rd
Caldwell, ID 83607

MICROFILMED

AUG 08 2001

Receipt Details for ID W027255

Status	Adjustment Type	Version
		1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
12/28/00 2:39:24 PM	12/29/00 3:15:10 PM	WESTERN	\$25.00	Check
Payer		STOKES, ROBERT		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1869			
Card Expiration Date	Credit Card Transaction #		

Comment: Ownership change for A63-8702A(no fee) and 63-11275 (fee)

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS ASSIGNMENT OF PERMIT	62140	0229	21		1155

62103

Refund(s):

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

Debbie - Please correct receipt to show PCA 62103 for Assignment of Permit.

Kari Lynn
6.28.01

MICROFILMED
 AUG 08 2001

Done
da

Idaho Department of Water Resources Receipt

Receipt ID W027255

Payment Amount	\$25.00	Date Received	12/28/2000 2:39:24 PM	Region	Western	Status
Payment Type	Check	Check Number	1869			

Payer STOKES, ROBERT

Comment

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$25.00	ASSIGNMENTS	0229	21	62103	1155

Signature Line (Dept. Representative)MICROFILMED
AUG 08 2001

Bringing Earth's Resources to Life

Receipt Details for ID W027255

Status	Adjustment Type	Version
		1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
12/28/00 2:39:24 PM	12/29/00 3:15:10 PM	WESTERN	\$25.00	Check
Payer		STOKES, ROBERT		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1869			
Card Expiration Date	Credit Card Transaction #		

Comment Ownership change for A63-8702A(no fee) and 63-11275 (fee)

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS <i>Assignment of Interest</i>	~~62140~~	0229	21		1155

62103

Refund(s):

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

6.28.01 - Requested Debbie Allen make correction.
Net.

MICROFILMED

AUG 11 2001



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

March 27, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

NIMAN MC CONNELL LLC
16821 PURPLE SAGE RD
CALDWELL ID 83607

RE: Change of Ownership for Permit 63-11275

Dear Interested Party(s):

Our letter of January 9, 2001 (copy enclosed) remains unanswered. A telephone conversation with Michelle Stokes on February 9, 2001 indicated that the required Assignment of Permit would be completed before the end of February and returned to this office.

Since we have received the \$25.00 filing fee required for this ownership change it was assumed that you intended to complete this process. In the event that the original assignment form has been misplaced, I have enclosed another Assignment of Permit form for your convenience. Please complete this form and return it to my attention at your earliest convenience. If you no longer wish to pursue this ownership change, please advise us and we will refund the \$25.00 filing fee.

If you have any questions regarding this matter, please call me at 208-327-7941.

Sincerely,

Kari Lynn Townsend
Secretary

KLT:k

Enclosures

MICROFILMED

AUG 08 2001



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

January 9, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

NIMAN MC CONNELL LLC
16821 PURPLE SAGE RD
CALDWELL ID 83607

RE: Change of Ownership for Permit 63-11275

Dear Interested Party(s):

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

_____ **Filing Fee** of \$25 per water right

_____ **Filing Fee** of \$100 per water right for changes resulting from division of a water right

_____ **Signature**

✓ _____ **Notarized Signature** for Assignment of Permit

_____ **Evidence of Water Right Ownership:** copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

_____ **Evidence of Security Interest:** copy of Deed of Trust, Mortgage, Contract of Sale or other legal document indicating your interest in the property and water rights in question

_____ **Legal Description of Property**

_____ **Plat of Property or Survey Map** usually on file with the county

_____ **USDA Farm Service Agency (formerly ASCS) Aerial Photo** with irrigated acres outlined and point(s) of diversion clearly marked

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AUG 08 2001

Niman McConnell

2.9.01 - LM re need for
response to our letter
of 1.9.01

29.01 Michelle Stokes
Phoned - Paperwork should
be completed before
end of next week.

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AUG 08 2001

____ **Description of Portion of Water Right** resulting from division of water right

Because this water right is still in the permit stage, an Assignment of Permit will be required to complete the ownership change. Enclosed is an assignment form for your use. Please note that there is a \$25 filing fee required. Our accounting office to cover the filing fee for the assignment will transfer the fee that you paid for the ownership change.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage (<http://www.idwr.state.id.us>) on the Internet to obtain the proper forms and instructions.

Please feel free to contact the Department if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kari Lynn Townsend", with a stylized flourish at the end.

Kari Lynn Townsend
Secretary

KLT:k

Enclosure(s)

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AUG 08 2001

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

RECEIVED**DEC 28 2000****WATER RESOURCES
WESTERN REGION**

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

1. Water Right No(s): 63-08702 (portion) & 63-11275 (entire right)
 Adjudication Claim No(s): A63-08702A
2. The following **REQUIRED** information must be submitted with this form:
- A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
- C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.
3. Name and Address of Former Owner/Claimant
SST Land & Cattle Co. Inc.
30360 Fern Ln. Wilder, Id. 83676
4. New Owner/Claimant(s)
Niman McConnell LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
16821 Purple Sage Rd.
Caldwell, Idaho 83607
- New Mailing Address
- City, State and ZIP Code
- New Telephone Number
(208) 459-1113
5. Date you acquired the property
7/31/2000
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

(sixty six)

Number of acres you irrigate with this water right	<u>66</u>	Number and type of stock	<u>Cattle 3000 hd</u> <u>5,000 hd</u>
Diversion rate in CFS	<u>1.48</u>	Number of homes you acquired	<u>2</u>
Other uses		<u>Commercial - industrial</u> <u>irrigation, stock water</u>	

7. Signature of New Owner(s) or Claimant(s)
[Signature]
Will. S. V.

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

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

MICROFILMED**AUG 08 2001**

\$25 W027255 12/28/00 -JL-

Per office visit Robert Stokes:

Acquired All of A63-8702A +
All of 63-11275 - see purchase
Agreement.

NO fee for AJ claim.

\$25 " " Newer permit 63-11275

(prior to 1987).

-JL 12/28/00

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AUG 08 2001

12/28/2000

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report

WATER RIGHT NO. 63-11275

Owner Type Name and Address
Current Owner SSI LAND & CATTLE CO INC
 30360 FERN LANE
 WILDER, ID 83676
 (208)459-0734

Priority Date: 03/15/1990
Status: Valid

Source: Tributary to
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	3/15	11/15	1 CFS		
STOCKWATER	1/01	12/31	1 CFS		
INDUSTRIAL	1/01	12/31	1 CFS		
Total Diversion			1 CFS		

Location of Point(s) of Diversion:

GROUND WATER	SWNENW	Sec. 32	Township 05N	Range 03W	CANYON County
GROUND WATER	NENWNW	Sec. 32	Township 05N	Range 03W	CANYON County

IRRIGATION Use:
Acre Limit: 66

Place(s) of use:

Place of Use Legal Description: IRRIGATION CANYON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	03W	32		NENW	37		NWNW	29						

Place of Use Legal Description: STOCKWATER same as IRRIGATION

Place of Use Legal Description: INDUSTRIAL CANYON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	03W	32		NENW										

Total Acres: 66

Conditions of Approval:

- 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
- 026 Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
- 03A The rate of diversion of water for irrigation under this right and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.

MICROFILMED
JUN 08 2001

Remarks:

1. General Stockwater use is for 5000 head.
 Commercial use is for an office, dust abatement and truck washing.

Dates:

Proof Due Date: 08/01/1992
Proof Made Date: 11/06/1990
Approved Date: 07/31/1990
Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Application Received Date: 03/15/1990
Protest Deadline Date:
Number of Protests: 0

Other Information:

Receipt Number(s):
State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

AGREEMENT
TO
PURCHASE AND SELL REAL PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Provisions With Respect to Close of Escrow.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER: SSI FOODS, INC.

By Stephen A. Baker
Its Vice President

BUYER: NIMAN-McCONNELL, LLC

By Michael A. McConnell
Michael A. McConnell
Its Michael McConnell

AUG 08 2001

BARGAIN AND SALE DEED

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

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

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its Vice President, and its corporate seal to be affixed by its Secretary, this 27th day of July, 2000.

SSI FOODS, INC.

By:

Its Vice President

ATTEST:

By:

Secretary

STATE OF IDAHO)

) SS.

County of Ada

On this 21st day of July, 2000, before me, a Notary Public in and for said State, personally appeared STEPHEN A. BEEBE and RONALD N. GRAVES, the Vice President and Secretary, respectively, of the corporation that executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho

Residing at Boise, Idaho

My commission expires: 5-13-2003

8429z

MICROFILMED

AUG 08 2001

Exhibit "A"

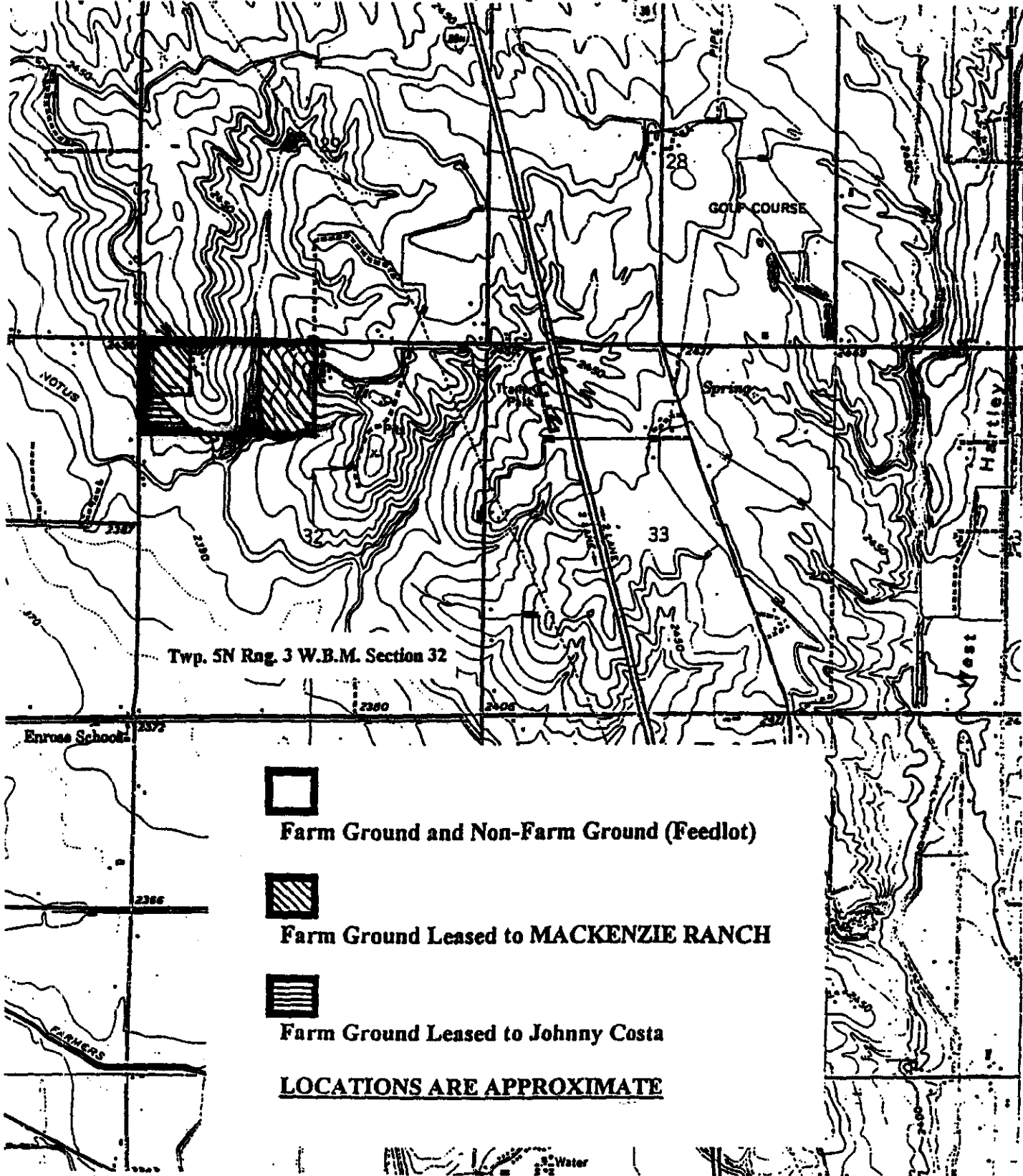
The land referred to in this commitment is situated in the State of Idaho, County of Canyon, and is described as follows:

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

MICROFILMED
AUG 08 2001

EXHIBIT A

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



FEEDLOT AND PASTURE GROUND LEASE - 10

AUG 08 2001

749L 32

J.R. SIMPLOT CO.
NOTUS FEEDLOT

REFILED
AUG 08 2077

11678

2

171

10.5

3

4

10.2

3616

11218

2 9.3

3

17.6

17.6

MEMORANDUM

DATE: AUGUST 18, 1994
TO: FILE NO. 63-11275
FROM: Donna Corless
SUBJECT: INFORMATION

=====

While checking the reason for mail being returned to us as undeliverable for another SSI Land & Cattle water right, I learned from the Canyon County Assessor's Office that the mailing address for this water right permit holder has changed to the following:

30360 Fern Lane
Wilder, ID 83676

The address was changed in the data base.

MICROFILMED

AUG 08 2001



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

November 19, 1992

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

SUNGRO
20875 WAGNER ROAD
CALDWELL, ID
83605
ATTEN: Kendal Meier

RE: Water Right permits, 63-10611, 63-11275, 63-11390

Dear Sir;

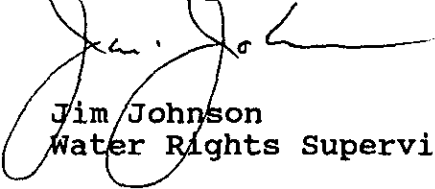
I am in receipt of your letter of November 11, 1992 informing us that SSI Land & Cattle Co. (SSI) will be operating as Simplot SunGro in the future.

I have reviewed the Department's water right data base and found three water rights listing SSI as the owner. All three water rights are permits therefore assignments of name ownerships should be filed to update our records.

I have enclosed three assignment forms for this purpose and computer generated reports listing the details of the three water rights. Please have a authorized representative of SSI sign the assignments before a notary and return them to this office.

If you have any questions please let me know.

Sincerely,


Jim Johnson
Water Rights Supervisor

MICROFILMED

AUG 08 2001



Growing Quality Products for a Quality Life

November 11, 1992

Idaho State Water Reserve Board
1301 N. Orchard Street
Statehouse Mail
Boise
Idaho 83720

RECEIVED
NOV 16 1992
Department of Water Resources

Dear Vendor:

On November 16, 1992, SSI Land & Cattle Co. will cease doing business as a subsidiary of SSI Foods, Inc. in Southwestern Idaho. You have received (or should soon receive) a notice and additional details from SSI Land & Cattle Co.

As part of the transition process, SSI Land & Cattle Co. will divest itself of virtually all of its Idaho assets, Idaho farming and Idaho cattle operations. The assets will be transferred to SSI Foods, Inc., a Simplot subsidiary, and operated by the J.R. Simplot Company under the tradename "Simplot SunGro".

To make the transition smoother for everyone, SSI Land & Cattle Co. has provided Simplot SunGro with a list of its vendors and suppliers. We are taking this opportunity to inform you that Simplot SunGro would like to build upon and, if possible, improve the business relationship you have already established with SSI Land & Cattle Co. SSI Land & Cattle Co. will be responsible for all of its accounts up to November 16, 1992. Beginning on that date, Simplot SunGro wishes to open an account with your firm and commence a new business relationship. Your consideration of this transaction and the corresponding change of name and address will facilitate all future billing and related correspondence.

Please do not hesitate to contact Gregg Bradshaw or me if you have any questions or if you need additional information about the Simplot SunGro operation. For credit purposes, we are pleased to advise you that Simplot SunGro is a division of the J.R. Simplot Company and benefits from its considerable financial resources.

We look forward to a long and mutually beneficial business relationship with you in the coming years.

Sincerely,

Kendal Meier
Manager of New Ventures

MICROFILMED

AUG 08 2001

January 15, 1991

SSI LAND & CATTLE CO. INC.
2615 E. CLEVELAND BLVD.
CALDWELL, ID 83605

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 63-11275

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the WESTERN Regional Office in Boise at (208)334-2190.

Sincerely,

Rita Fleck
Secretary/Records Manager

c: IDWR - Region

MICROFILMED

FEB 07 1991

ANALYSIS SHEET
for
PROOF OF BENEFICIAL USE

Permit No. 63-11275

Date 12-24

GENERAL CONSIDERATIONS

X Name same as permit?
X Address same as permit? If no, prepare data entry form.
X Proof timely received? If no, complete priority advancement below.

SOURCE OF WATER

 Surface water source
X Ground water source
N/A Drill permit req'd?
 Copy in file? Drill permit no.
No Well log in file?
 Amt paid for drilling permit? Correct?

LICENSE EXAMINATION FEE

X Required?
100 Amount submitted?
X Correct amount?

MEASURING DEVICE

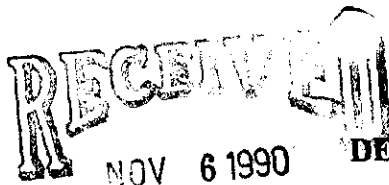
W Measuring device or access port required?
 Installed?
 Waiver requested or needed?

DEFICIENCIES OR ACTION ITEMS

- check drill permit compliance
Well drilled early 80's
- found no well log

PRIORITY CALCULATION

Date proof received
Date proof due -
No. of days late =
Priority date +
NEW PRIORITY DATE =



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Department of Water Resources **PROOF OF BENEFICIAL USE**

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 63-11275 Telephone No. 208-459-0734
2. Name(s) of Permit Holder(s): SSI Land & Cattle
3. Post Office Address: 2615 E Cleveland Caldwell, ID 83605
4. Source of Water: Groundwater
 - a. If ground water, well driller's name: Existing well Date drilled: Early 80's
 - b. Pump horsepower: _____ Pressure (psi): _____ Dynamic pumping level (ft.): 200
5. Extent of Use:

Domestic _____ (No. of households)	Irrigation <u>66</u> (No. of acres)
Stockwater <u>5000</u> (No. and type of stock) <u>Beef Cattle</u>	Other <u>Commercial → office, truck wash</u> <u>dust abatement.</u>
6. Total rate and/or volume for which proof is submitted 1.00 cfs _____ acre/feet
7. Refer to the approval conditions on your permit and respond accordingly:

Measuring device:	Required? <u>Yes</u> ☒ <u>No</u>	Installed? <u>Yes</u> ☐ <u>No</u>
	OR	
Flow Measurement Port:	Required? <u>Yes</u> ☒ <u>No</u>	Installed? <u>Yes</u> ☐ <u>No</u>
8. Fee Enclosed: \$ 100.⁰⁰ (See License Examination Fee Schedule)
9. Person to contact to accompany the Department representative during the field examination:

<u>Scott Bradshaw</u>	<u>(208) 459-0734</u>
SSI Feedlot Manager	Telephone No.
<u>2615 E Cleveland</u>	<u>Caldwell, ID 83605</u>
Address	
10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

10-30-90
Date

William Wisenbach
Signature (and title if on behalf of a company or organization)
SSI Land & Cattle Business Manager

S T A T E O F I D A H O
D E P A R T M E N T O F W A T E R R E S O U R C E S

Statehouse
Boise, Idaho 83720
(208) 327-7900
August 1, 1990

SSI LAND & CATTLE CO. INC.
2615 E. CLEVELAND BLVD.
CALDWELL, ID

P E R M I T A P P R O V A L N O T I C E

RE: PERMIT NO. 63-11275

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

You should be aware that the groundwater you propose to divert is located within a drainage basin where surface waters are regulated during the months of low flow. It is possible that diversion of groundwater may have an adverse impact on these surface water flows. Information available to us at this time does not warrant refusing to issue permits in your area, but we do caution that diversions of groundwater are not allowed to deplete flows available for surface water users with earlier priority dates. Siting your well as far from surface sources as possible and casing out upper water producing zones may reduce the potential of interference.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

Please note the requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The enclosed blue card must be completed and returned to this office as soon as you commence construction, no later than one year from the date the

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permit was approved.

We have enclosed a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit into a license.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

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AUG 28 1990

Form No. 202a.
3/89

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPROPRIATION APPLICATION ANALYSIS SHEET

INITIAL REVIEW BY: RS DATE: 3-27-90 APPLICATION: 63-11275

REQUIRED INFORMATION

☒ Name: (If applicant is a corporation or partnership, names and addresses for the director, officers, and other partners must be included.)
☒ Address:
☒ Source: (See USGS Quad for names of water sources)
☒ Point of Diversion: (10 acres for spring, lot & block descriptions for Subdivisions, local name)
☒ County:
☒ Quantity: (flow and/or volume)
☒ Period of use:
☒ Nature of proposed use: (Include description of use)
☒ Description of diverting works:
☒ Time required for beneficial use of water:
☒ Place of use or acres irrigated:
☒ Map:
☒ Signature: (If applicant is corp., partnership, or municipality, title of signatory is required)
☒ Fee:
☒ Yes ☐ No* In form to receipt:

Gov't. Lots:
N/A P/D
N/A P/U

ADDITIONAL INFORMATION

YES	NO	
☒	☐	Overlapping place of use: (Describe source & relationship to present application on the back.)
☒	☐	Overlapping point of diversion:
☐	☐	Field check required: Field check by: _____
☐	☐	Field report attached:
☐	☒	Critical groundwater area:
☐	☒	Groundwater management area:
☐	☒	Diversion within interim protected river area
☐	☒	Send dam safety information:
☐	☒	Send power requirement letter:
☐	☒	Send fish farm requirement letter:
☐	☒	Power residency affidavit:
☐	☒	Power efficiency form:
☐	☒	Within trust water boundary: (If yes, attach Trust Water Supplementary Analysis Sheet.)
☐	☒	Diversion greater than 5 cfs or 500 af: (If yes, attach Large Diversion supplementary analysis sheet.)
☐	☒	*REQUEST ADDITIONAL INFORMATION FROM THE APPLICANT

DATE REQUESTED: _____
Additional information on reverse side: _____

RECEIVED
JUL 09 1990
Department of Water Resources

PROCESSING

APPLICATION NO. 63-11275

YES NO

☒ ☒
☒ ☒
☒ ☒

In form for advertising:

Statewide advertising:

Fee amount, receipt number and date recorded on application:

SEND COPIES TO

YES NO

☒ ☒
☒ ☒
☒ ☒
☒ ☒

I.D. Health and Welfare

I.D. Fish and Game

I.D. Lands

Adjudication Bureau

YES NO

☒ ☒
☒ ☒
☒ ☒
☒ ☒

U.S. BLM

U.S. Forest Svc.

Water Dist. #

Other

FINAL REGIONAL PROCESSING REVIEW

YES NO

☒ ☒
☒ ☒

Affidavit of publication received:

Application published correctly: If not, record action taken.

Publication dates and paper recorded on application:

Protests received. Final date for protest May 7, 1990

Protest dates, resolution of protest recorded on application:

Recommendations attached: Approve, DRS

Measuring device required:

Measuring port required: Flow Task Force Memo P05

Water delivered by water master? District # 63

Special conditions of approval or cover letter:

016, 26A (M...)

See below for additional information

Recommended Date or Priority 3/15/1990

Recommended by: DM

Date 7/3/1990

STATE OFFICE REVIEW

P05, P23

P17

46 26

See below for additional information. By

KW

Date

7/23/90

ADDITIONAL INFORMATION

WR 63-08202 appears to be related to this application

PAM WISSENBACK in 3-29-90 for corrections

63-11275

SSI LAND & CATTLE CO. INC.
2615 E. CLEVELAND BLVD.
CALDWELL, ID

Source: GROUNDWATER

Diversion Pt: SWNENW Sec 32 T 05N R 03W
 NENWNW Sec 32 T 05N R 03W

Use: IRRIGATION (1.000 CFS)
 STOCKWATER (1.000 CFS)
 INDUSTRIAL (1.000 CFS)
 Total Diversion: (1.000 CFS)

Date Filed: 3/15/ 1990

In: T05N R03W S32 NENW NWNW

66.0 ACRES TOTAL

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