Form 42-248/42-1409(6) Rev. 7/21

RECEIVED
JUN 26 2023
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

# NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions. DE

| Water Right/Claim No. | Split? | Leased to Water Supply Bank? | Water Right/Claim No. | Split? | Leased to Water Supply Bank? |
|---|---|---|---|---|---|
| 63-26879 | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |

2. Previous Owner's Name: Boise Cold Storage Company, Inc.
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Boise Cold Storage, LLC
   New owner(s) as listed on the conveyance document  Name connector ☐ **and** ☐ **or**

   527 California Ave — Mailing address
   Reno — City
   NV — State
   89509 — Zip
   (775) 848-2294 — Telephone
   bwaters@questorcorp.com — Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: June 1, 2023.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☒ Filing fee (see instructions for further explanation):
     - o $25 per *undivided* water right.
     - o $100 per *split* water right.
     - o No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: _____ (Signature of new owner/claimant) | Chief Executive Officer (Title, if applicable) | 6/1/23 (Date)
   William Waters (Print name)

   Signature: _____ (Signature of new owner/claimant) | _____ (Title, if applicable) | _____ (Date)
   _____ (Print name)

***For IDWR Office Use Only:***

Receipted by KL Date 6.26.23 Receipt No. C116643 Receipt Amt. $25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by JH Date 8-8-23

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AUG 08 2023

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated the 1st day of June, 2023, is made and entered into among Boise Cold Storage Company, Inc. (aka TFJ Enterprises, Inc.), an Idaho corporation ("BCSC") and Penta J Limited Liability Company, an Idaho limited liability company ("Penta", and BCSC and Penta, each a "Seller" and collectively, "Sellers"), and Boise Cold Storage, LLC, a Nevada limited liability company ("Business Asset Buyer") and, pursuant to that certain Asset Purchase Agreement dated May 26, 2023 (the "Asset Purchase Agreement"), between Sellers and Business Asset Buyer, and other parties, providing for the sale and assignment of certain tangible and intangible assets of Seller to Buyer.

The parties hereto hereby agree as follows:

1. **Defined Terms**. The capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement.

2. **Bill of Sale and Assignment**. Sellers, in consideration of the Purchase Price paid by Buyer to BCSC pursuant to the Asset Purchase Agreement, hereby sell, convey, transfer, assign and deliver to Business Asset Buyer, to and for the benefit of Business Asset Buyer and its successors and assign, to have and to hold for its own use forever, all right, title and interest of Sellers in and to the Business Assets as defined in the Asset Purchase Agreement, including all of Sellers' right, title and interest in, to and under the contracts of Seller identified in Schedule 1.1(c) attached to the Asset Purchase Agreement (the "Assigned and Assumed Contracts"), and all of Sellers' right, title and interest in, to and under the deep water Artesian well located on the Real Estate (the "Artesian Well") and Idaho Department of Water Resources Water Right No. 63-26879 (the "Water Right").

3. **Assumption of Liabilities**. Business Asset Buyer hereby undertakes, assumes and agrees, subject to the limitations contained in the Asset Purchase Agreement and herein, to perform, pay or discharge all of the Assumed Liabilities as defined in the Asset Purchase Agreement in accordance with their terms, provided that with respect to the Assigned and Assumed Contracts, Business Asset Buyer agrees to perform in accordance with and be bound by all the covenants, terms and obligations contained in the Assigned and Assumed Contracts that first arise, or are to be performed under the Assigned and Assumed Contracts after the date hereof; except that Business Asset Buyer shall not be deemed to have assumed (a) any obligations to cure any defaults under any of the Assigned and Assumed Contracts arising prior to the Closing or based upon events occurring or circumstances existing prior to the Closing, or (b) any liabilities to the extent caused by Sellers' failure to obtain any third party consent applicable to the Assigned and Assumed Contracts unless Business Asset Buyer waives delivery of such consent as a closing condition under the Asset Purchase Agreement). Nothing contained herein shall require Business Asset Buyer to pay or discharge any Assumed Liabilities so long as Business Asset Buyer shall in good faith contest or cause to be contested the amount or validity thereof.



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4. **Liabilities Not Assumed**. Except for the Assumed Liabilities, Business Asset Buyer does not assume or become obligated to pay any liabilities or obligations of Sellers whatsoever, whether known or unknown, contingent or otherwise, it being expressly understood and agreed that all debts, liabilities and obligations of Seller not assumed hereunder by Business Asset Buyer shall remain the sole obligation of Sellers. Sellers shall indemnify and hold Business Asset Buyer harmless from and against all other liabilities of Sellers as provided in the Asset Purchase Agreement.

5. **Clear Title**. Subject only to the liabilities assumed by Business Asset Buyer with respect to the Assumed Liabilities and Permitted Liens, Sellers represent and warrant that Sellers collectively have good and marketable title to the Business Assets, that Sellers have the right to convey the Business Assets to Business Asset Buyer, and that the Business Assets are free and clear of all Liens, and that Seller, its successors and assigns, will warrant and defend the title to the Business Assets unto Business Asset Buyer, its successors and assigns against the claims of all persons for so long and to the extent provided in the Asset Purchase Agreement. All other representations, warranties, and covenants pertaining to the Business Assets set forth in the Asset Purchase Agreement are incorporated herein by this reference.

6. **Further Assurances**. Seller hereby covenants and agrees with Business Asset Buyer, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, Business Asset Buyer and its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurance that may be requested by Business Asset Buyer for the better selling, assigning, transferring, conveying, delivering, assuring and confirming to Business Asset Buyer and its successors or assigns, any or all of the Business Assets.

7. **Attorney-in-fact.** Sellers, effective upon the date hereof, hereby constitutes and appoints Business Asset Buyer and its successors and assigns as the attorney-in-fact of Seller with full powers of substitution, to institute and prosecute, in the name of Sellers, or either of them, or Business Asset Buyer but on behalf of and for the benefit of Business Asset Buyer, all proceedings which Business Asset Buyer may deem desirable to collect, assert or enforce any claim, right or title of any kind in or to the Business Assets and to defend and compromise any and all actions, suits or proceedings which the owner of the Business Assets is entitled to defend or compromise. Sellers agree that the foregoing powers are coupled with an interest and are and shall be irrevocable by Sellers in any manner or for any reason. The foregoing attorney-in-fact shall not be deemed to compromise or in any way alter the rights of Business Asset Buyer, and the obligations of Sellers, under any indemnification or other provision in the Asset Purchase Agreement.

8. **Governing Law**. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by the internal law of, and not the law of conflicts of, the State of Idaho, and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of Idaho applicable to contracts made and wholly to be performed in such state.

9. **Binding Effect; Purposes**. This Agreement shall inure to the benefit of and shall be binding upon Sellers, Business Asset Buyer and their respective successors and assigns. Notwithstanding any other provision of this Agreement, nothing contained herein shall in any way supersede, modify, replace, amend, charge, rescind, waive or otherwise affect any other instrument of transfer delivered by Sellers to Business Asset Buyer covering the Business Assets, or any of the provisions, including any representations, warranties, covenants and agreements of Sellers or Business Asset Buyer, set forth in the Asset Purchase Agreement.

10. **Counterpart Execution**. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

11. **Asset Purchase Agreement**. This Agreement is executed and delivered in connection with the Asset Purchase Agreement, and notwithstanding any provision herein, all representations, warranties and covenants set forth in the Asset Purchase Agreement regarding the Business Assets shall continue unaltered on the terms set forth therein.

12. **No Third Party Beneficiaries**. No person or entity other than Seller and Business Asset Buyer shall have any rights under this Agreement or any of the provisions contained herein.

[Balance of page intentionally blank.]



SCANNED
AUG 0 8 2023

This Bill of Sale, Assignment and Assumption Agreement is executed as of the date first written above.

**BUSINESS ASSET BUYER**:
BOISE COLD STORAGE, LLC,
a Nevada limited liability company

By: _____
Name: William J. Waters
Title: President & Chief Executive Officer

**SELLERS**:
BOISE COLD STORAGE COMPANY, INC. (aka TFJ Enterprises, Inc.),, an Idaho corporation

By: _____
Name: Harold Kent Johnson,
Title: President

PENTA J LIMITED LIABILITY COMPANY,
an Idaho limited liability company

By: _____
Name: Harold Kent Johnson
Title: Manager

[Signature page of Bill of Sale, Assignment and Assumption Agreement]

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=4 CHE FOWLER
TITLEONE BOISE

2023-031315
06/01/2023 09:18 AM
$15.00

Recording Requested By and
When Recorded Return to:
Boise 304 S Americana, LLC
Attention: William J. Waters, CEO
527 California Ave.
Reno, NV 89509

23473784

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

# GENERAL WARRANTY DEED

This General Warranty Deed is made this 1st day of June, 2023, between **Penta J Limited Liability Company**, an Idaho limited liability company, herein referred to as "**Grantor**," and **Boise 304 S Americana, LLC,** a Nevada limited liability company, whose current address is 527 California Ave., Reno, NV 89509, herein referred to as "**Grantee**," witnesseth:

That Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does, by these presents, grant, bargain, sell, convey, and confirm unto Grantee and its successors and assigns forever, Grantor's interest in and to the following described real estate situated in the County of Ada, State of Idaho at 495 S. 15th St., Boise, Idaho and 304 Americana Blvd., Boise, Idaho:

Parcel A:

Commencing at the most Westerly corner (record Northwesterly corner) of Lot 7 Block 8 of City Park Subdivision, according to the plat thereof, filed in Book 1 of Plats at Page 14, records of Ada County, Idaho, the real Place of Beginning; thence
South 25°53' East 134.00 feet along the Southwesterly side of said Lot to a point; thence
North 64°18' East 118.93 feet to an iron pin; thence
North 34°56' West 352.29 feet along the Southwesterly side of the Oregon Short Line Railroad property to an iron pin; thence
South 64°18' West 98.50 feet to an iron pin; thence
South 34°56' East 135.49 feet to an iron pin on the Northwesterly side (record Westerly side) of 15th Street; thence
North 64°07' East 13.69 feet along the Northwesterly side (record Westerly side) of said street to a point (a lead plug set in the sidewalk); thence
South 25°53' East 80.00 feet to the real Point of Beginning, being a part of Block 8 of City Park Subdivision, a part of Remington's Subdivision and a vacated portion of South 15th Street (by Boise City Ordinance No. 211), situated in Boise, Ada County, Idaho.

EXCEPTING THEREFROM THE FOLLOWING:



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A parcel of land in the Northeast quarter of Section 9, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, said parcel also being a portion of vacated 15th Street, lying in the Northeasterly (record North) of the Northeasterly (record North) boundary line of Grand Avenue extended Northwesterly (record Westerly) and lying Southwesterly (record South) of the Oregon Short Line Railroad right of way, said 15th Street being bounded on the Northwest (record West) by Lots 17, 18, 19 and 20 of Remington's Subdivision of the Dunegan Tract, according to the plat thereof, filed in Book 2 of Plats at Page 69, records of Ada County, Idaho, and being bounded on the Southeast (record East) by Lots 7, 8, 9 and 10 of Block 8 of the Amended Plat of City Park Subdivision, described as follows:

Beginning at the most Westerly corner of Lot 7, Block 8 of Amended City Park Subdivision; thence
North 25°53' West 5.00 feet along the Northeast (record North) boundary line of Grand Avenue extended to the real Point of Beginning; thence continuing
North 25°53' West 70.00 feet; thence
North 64°19'25" East 29.926 feet; thence a distance of 55.287 feet on the arc of a 442.465 foot radius curve to the left, said curve having a central angle of 7°09'33" and a long chord which bears North 67°54'11.5" East 55.251 feet; thence
South 34°56' East 70.041 feet along the Southwesterly (record South) right of way line of the Oregon Shortline Railroad; thence a distance of 66.598 feet on the arc of a 512.465 foot radius curve to the right, said curve having a central angle of 7°26'45" and a long chord which bears South 68°02'47.5" West 66.551 feet; thence
South 64°19'25" West 29.674 feet to the Real Point of Beginning.

FURTHER LESS AND EXCEPTING FROM:

Parcel I of Record of Survey No. 3438, recorded January 26, 1996, as Instrument No. 96007104, records of Ada County, Idaho.

PARCEL B:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15 and 16 of Remington's Subdivision of Dunegan Tract, according to the plat thereof, filed in Book 2 of Plats at Page 69, records of Ada County, Idaho.

ALSO INCLUDING:

Commencing at the Southeast (record Northeast) corner of Lot 16 in Block 6 of City Park Subdivision; thence Southwest (record South) along the East line of said Lot, a distance of 16 feet; thence Northwest (record West) parallel with the Southwesterly (record South) line of Lot to a point where the said line intersects the North line of said Lot 16; thence Southeast (record East) along the Northeasterly (record North line of said Lot 16, to the Place of Beginning.

ALSO INCLUDING:

A strip of land lying in the Northeast quarter of the Northeast quarter of Section 9, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, described as follows:

Bounded on the Southeasterly side by the Northwesterly line of the Remington's Subdivision of the Dunegan Tract, on the Southwesterly side by the Southwesterly line of Remington's Subdivision aforesaid, extended Northwesterly to the Westerly line of 16th Street, on the Northwesterly side by the land described in the deed from Ellen Thompson and husband to C.W. Hartley, dated August 8, 1890, and recorded August 13, 1890 in Book 16 of Deeds at Page 169, records of Ada County, Idaho, and on the Northeasterly side by the railroad lands.

PARCEL C:

Lots 11, 12, 13 and 14 of Remington's Subdivision of the Dunegan Tract, according to the plat thereof, filed in Book 2 of Plats at Page 69, records of Ada County, Idaho.

PARCEL D:

That portion of the vacated alley in Remington's Subdivision of the Dunegan Tract, according to the plat thereof, filed in Book 2 of Plats at Page 69, records of Ada County, Idaho, which attached by operation of law to the property described in Parcels B and C above in vacation recorded September 3, 1991, as Instrument No. 9148729, records of Ada County, Idaho.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and Grantee's successors and assigns forever.

And Grantor and Grantor's successors shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, Grantee's successors and assigns, against Grantor and Grantor's successors and against all and every person or persons whomsoever, lawfully claiming the same.



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AUG 0 8 2023

IN WITNESS WHEREOF, this General Warranty Deed has been duly executed on behalf of Grantor on the day and year first above written.

GRANTOR:

PENTA J LIMITED LIABILITY COMPANY,
an Idaho limited liability company

By: Harold Kent Johnson
Its: Manager

By: Julie Ann Lind Johnson
Its: Manager

STATE OF IDAHO )
) : ss.
County of Ada )

On this 31st day of May, 2023, before me, a Notary Public for Idaho, personally appeared **HAROLD KENT JOHNSON** and **JULIE ANN LIND JOHNSON**, as Managers of Penta J Limited Liability Company, an Idaho limited liability company, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

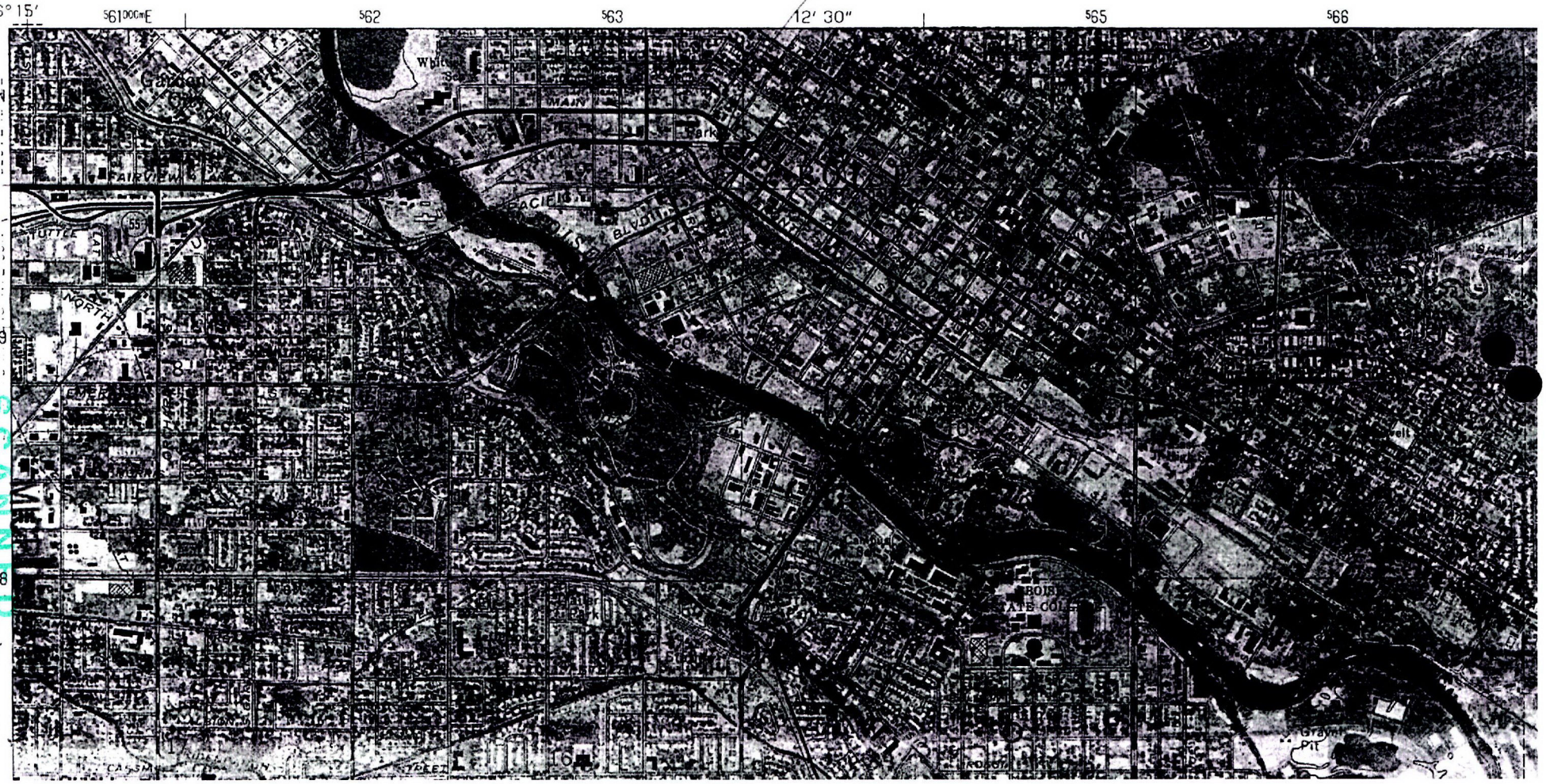
(SEAL) HENRY C RUDOLPH Comm. No. 45479 NOTARY PUBLIC Expires: 10/31/2028 STATE OF IDAHO

NOTARY PUBLIC For IDAHO
Residing at Boise ID therein.
My Commission Expires 10/31/28

State of Idaho
DEPARTMENT OF WATER RESOURCES

A63-26879

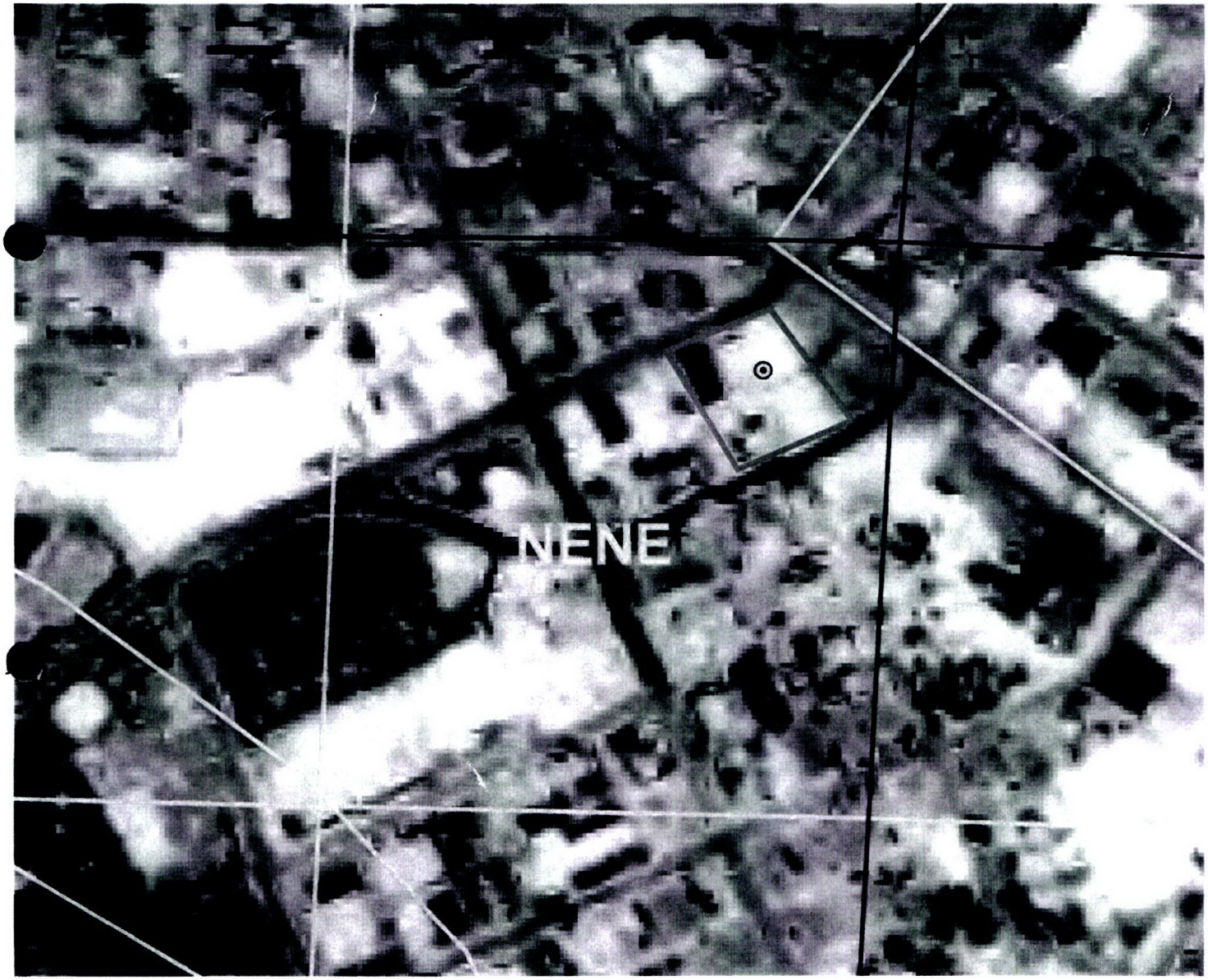
UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY




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SEP 15 1992
AUG 08 2023

# IDAHO DEPARTMENT OF WATER RESOURCES

Claim: 63-26879
Date Prepared: 10-07-03
Prepared By: Gene Gibson



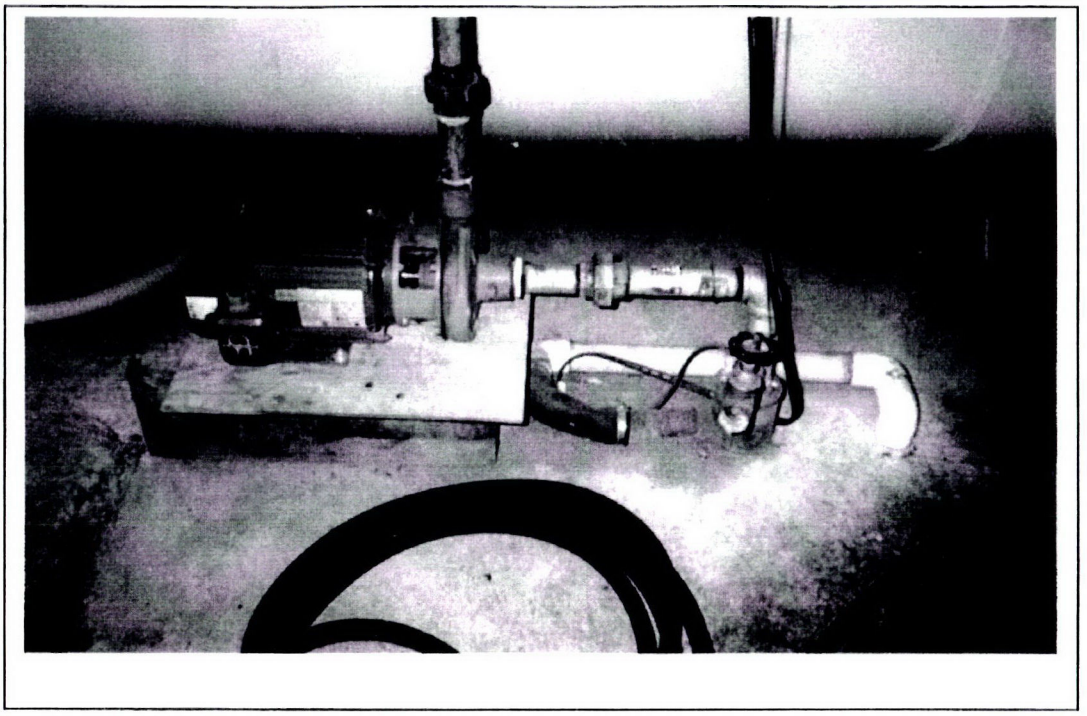

T03N, R02E
S9

N
W E
S

⊙ Point of Diversion
Place of use
Section
1/4 1/4

1987 NAPP

0 0.08 0.16 0.24 0.32 0.4 0.48 Miles



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AUG 0 8 2023

$126.00 late fee paid

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

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

RECEIVED
JUN 1 0 1992
Department of Water Resources

Rec'd from 80 on 6-12 92

Ident. Number: A63-26879 6/10/92 HHT
Date Received: ~~6/ 4/1992~~
Receipt No: 6074478 HHT
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW**

1. Name: BOISE COLD STORAGE CO 208-344-8477
   Address: PO BOX 1656
   BOISE ID 83701

2. Date of Priority: DEC 31, 1903

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of 1/4 of 1/4 | Lot | County |
|---|---|---|---|---|---|
| 03N | 02E | 9 | NE NE NE | | ADA |

5. Description of diverting works:
   WELL, 4" CASING, 2 HP PUMP, 605' DEEP

6. Water is used for the following purposes:

| Purpose | From | To | C.F.S | (or) | A.F.A. |
|---|---|---|---|---|---|
| DOMESTIC | 01/01 | 12/31 | 0.020 | | |
| COOLING | 01/01 | 12/31 | 0.120 | | |
| COMMERCIAL | 01/01 | 12/31 | 0.120 | | |

7. Total Quantity Appropriated is:
   0.120 C.F.S. (and/or) 14.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   DOM, 3 BATHROOMS; COMM, ICE MAKING; COOLING, COLD STORAGE

MICROFILMED
SEP 15 1992

10. Place of Use:

| Township | Range | Section | 1/4 of 1/4 | Lot | Use | Acres |
|---|---|---|---|---|---|---|
| 03N | 02E | 9 | NE NE | | DOMEST | |
| | | | NE NE | | COMMER | |

10. Place of Use: Continued

| Township | Range | Section | 1/4 of 1/4 | | Lot | Use | Acres |
|---|---|---|---|---|---|---|---|
| 03N | 02E | 9 | NE | NE | | COOL | |

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
NONE

14. Remarks:
THIS RIGHT IS ALSO DESCRIBED IN LICENSE 63-02728, HOWEVER, THE USE ACTUALLY BEGAN IN 1903.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ✓ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1 MAP

**For Organizations:**

I do solemnly swear or affirm that I am OWNER (Title) of BOISE COLD STORAGE CO. (Organization), that I have signed the foregoing document in the space below as VICE PRESIDENT / GENERAL MANAGER (Title) of BOISE COLD STORAGE CO. (Organization) and that the statements contained in the foregoing document are true and correct.

Timothy D. Dahlberg
Signature of Authorized Agent

VICE PRESIDENT / GENERAL MANAGER
Title and Organization

JUNE 4, 1992
Date

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SEP 15 1992



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AUG 08 2023

State of Idaho )
) SS.
County of Ada )

Subscribed and sworn (or affirmed) before me this 4th day of June 19 92

Notary Public

Seal

Residing at Helen Harrington, Notary Public Residing at Boise, Idaho

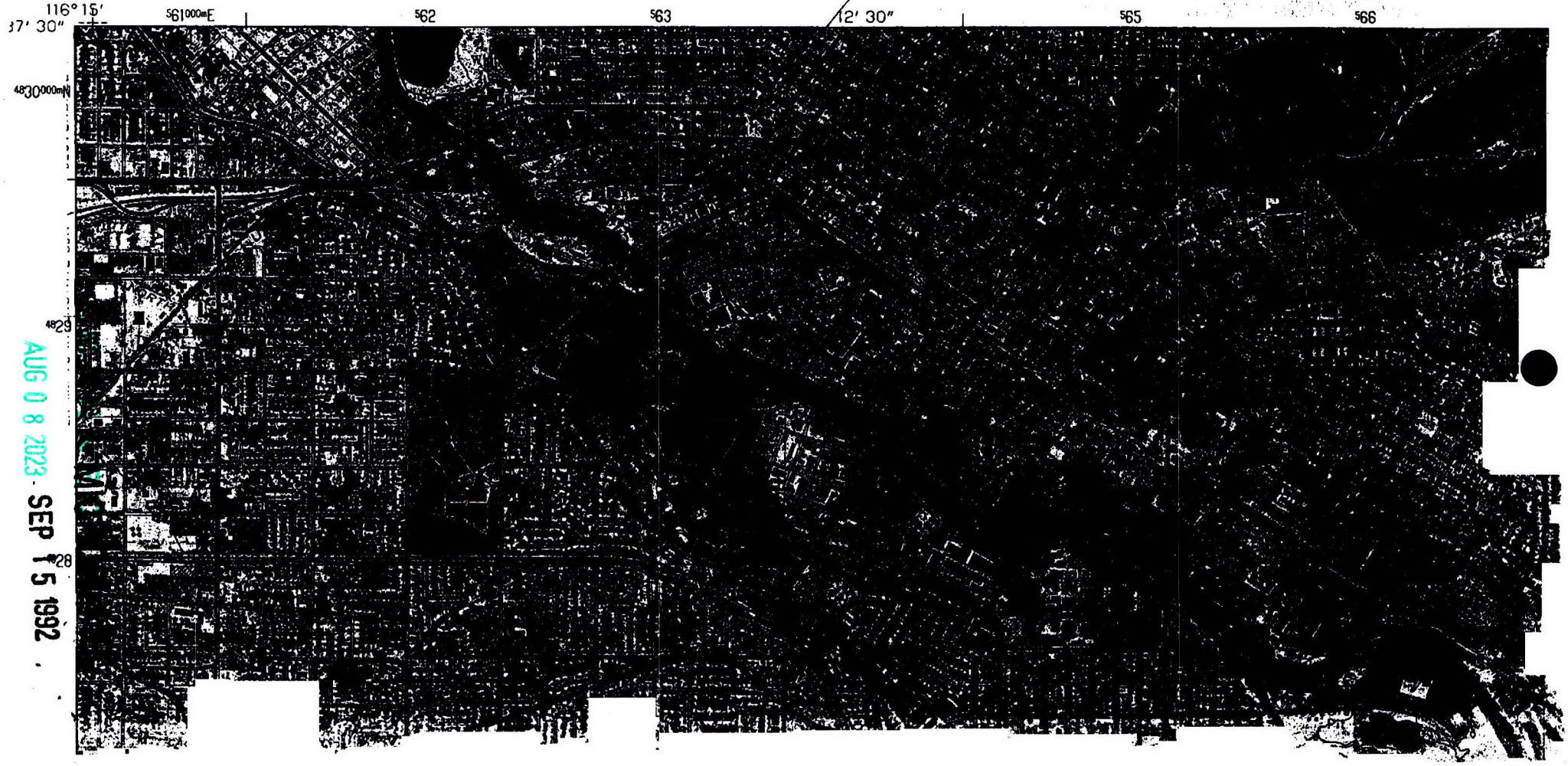
My Commission Expires My Commission Expires December 1, 1994

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SEP 15 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES

A63-26879

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY




AUG 0 8 2023 - SEP 1 5 1992

Reproduced from [illegible] in the collections of the Ida[illegible] Hi[illegible]ical Society

# BOISE A METROPOLITAN CITY.

## New Up-to-Date Cold Storage Plant Now Running.

IDS, May 8, 1904, P. 6, C. 3-4

Boise is very rapidly taking on metropolitan airs. No city of its size in the United States can boast a better lot of public buildings, private residences, or business houses. The very latest enterprise that has attracted wide comment not only by our own press but by the press of other cities, is the new and commodious cold storage and ice plant of the Boise Cold Storage company, limited.

This large and up to date plant is now ready for business and merits more than a passing notice.

* * *

It is officered with A. J. Swain president and general manager, A. H. Eagleson, vice president, E. S. Sensenig as secretary and John W. Eagleson as treasurer. H. K. Eagleson is on its board of managers. All of these gentlemen are well known in Idaho and throughout the west as men of high financial standing and business ability and their names connected with any enterprise is a guarantee of a great success.

* * *

The company is incorporated for $50,000 with $30,000 paid up. This paid up capital is all cash, no hot air nor water, all substantial cash.

* * *

A press representative had the pleasure of being shown through this up to date and thoroughly equipped plant by the genial manager, Mr. Swain. It is certainly one of the finest on the Pacific coast and marks an era in the progress of Boise. The plant is located on Sixteenth and Railroad streets. The building is 52 by 146 feet, two stories high and is a model of its kind. The entire cost so far has been about $35,000.

* * *

The cold storage rooms are large, 20 by 20 feet, high ceiling and finished with Oregon fir and shellac. All of the rooms on the west side have the Cooper system of cold air circulation which is the very latest and best known to science. It is admitted to be the finest refrigeration system in the world. The butter and cheese room is a marvel of cleanliness, large, airy and can be kept at any temperature desired by the direct ammonia expansion system. The egg room is 20 by 36 feet, and there is nothing finer in the United States. The cold air is forced under a false floor at one end of the room and comes up through graduated augur holes into all parts of the room and then rises, passing up through another series of augur holes in the ceiling, and thence over plates with chemicals and purified when it again starts on its round. A STRONG FEATURE OF THIS MODERN PLANT IS THAT THE AIR ALL THE TIME IS KEPT CHEMICALLY PURE.

* * *

The plant has a well 140 feet deep that comes very near being an artesian well as the water came very near the top of the ground when the well was sunk. The water is pumped up and filtered into a large tank and cooled down to a freezing point before it reaches the ice-tanks. The ice plant has a capacity of seven tons a day. ONE FEATURE THAT WILL MAKE THE PRODUCE OF THIS PLANT GENERALLY POPULAR IS THAT ITS ICE IS CHEMICALLY PURE. And it will last 25 per cent longer than the other ice. There is not a trace of impurity about it. From the standpoint of health alone this feature will create a large clientage for the product of the Boise Cold Storage company.

* * *

The machinery of the plant is run by a 40 horse power electric motor. The ammonia is forced out of the receptacles and when it reaches the pipes it is a gas and is forced through them, returning to be purified and cleaned of all foreign matter it may have accumulated on its round, becomes a fluid again and makes the same round as before.

To see this plant in operation is almost a liberal education and the management have consented to open it to the Boise public on Tuesday, May 10, from 1 to 5 p. m., when all who visit it will be shown through by one of the company who will explain how the ice is made and how the cold storage is operated. It will be well worth the while of all who can spare the time to do themselves the pleasure of going through the plant.

* * *

Thus is Boise launched on a new era in enterprise by the establishment of a plant that has no superior anywhere in the west. It is a plant that all Boise can be proud of and reflects great credit on Mr. Swain, the Eaglesons and Mr. Sensenig, who conceived and carried to a successful issue the Boise cold storage proposition.

10/08/2003

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

---

RIGHT NUMBER: 63-26879

NAME AND ADDRESS: BOISE COLD STORAGE CO
PO BOX 1656
BOISE ID 83701

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.120 CFS
86.870 AFY

PRIORITY DATE: 12/31/1903

POINT OF DIVERSION:

T03N R02E S9 NENENE Within ADA County

PURPOSE AND PERIOD OF USE:

| PURPOSE OF USE | PERIOD OF USE | QUANTITY |
|---|---|---|
| COMMERCIAL | 01/01 12/31 | 0.120 CFS<br>86.87 AFY |
| COOLING | 01/01 12/31 | 0.120 CFS<br>86.87 AFY |
| DOMESTIC | 01/01 12/31 | 0.020 CFS<br>14.47 AFY |

Domestic use is for three restrooms located in Boise Cold Storage Company.

PLACE OF USE:

COMMERCIAL Within ADA County

T03N R02E S09 NENE

COOLING Within ADA County

T03N R02E S09 NENE

DOMESTIC Within ADA County

T03N R02E S09 NENE

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

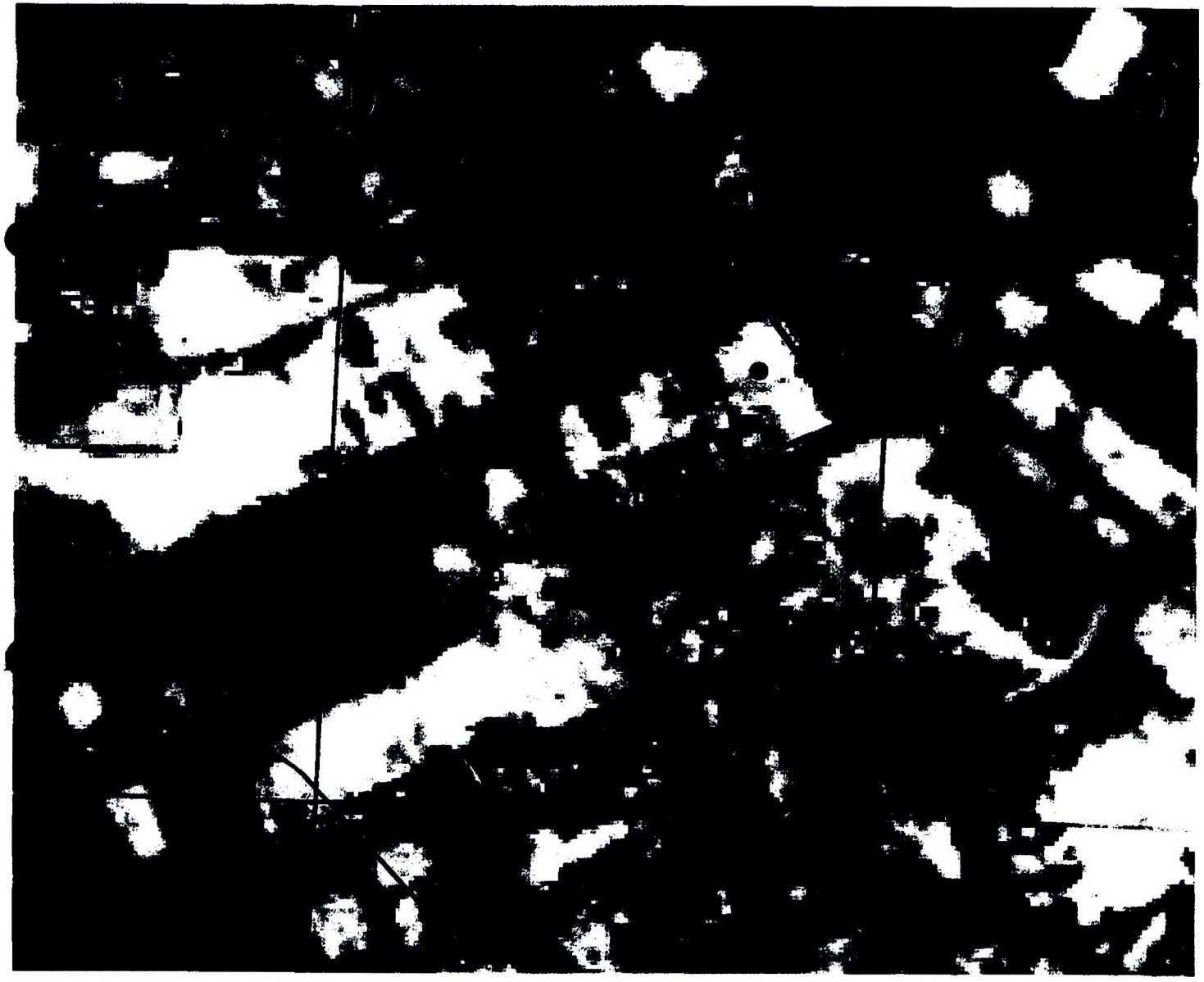
EXPLANATORY MATERIAL: Beneficial Use



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# IDAHO DEPARTMENT OF WATER RESOURCES

Claim: 63-26879
Date Prepared: 10-07-03
Prepared By: Gene Gibson



## T03N, R02E
## S9

N
W E
S

- Point of Diversion
- Place of use
- Section
- 1/4 1/4

1987 NAPP

0 0.08 0.16 0.24 0.32 0.4 0.48 Miles

**STATE OF IDAHO**
**DEPARTMENT OF WATER RESOURCES**
**WESTERN REGION ADJUDICATION SECTION**
**CLAIM VERIFICATION FIELD EXAM SHEET**
**(Use with the ECVR)**

CLAIM NO(s). 63-26879 _____ _____

1. No Change NAME IS SAME
   NEW OWNER: _____
   No Change ADDRESS
   NEW ADDRESS: _____

2. No Change - DATE OF PRIORITY: Completed evidence submitted
   Incomplete - Claimant should be asked during the exam when was water first used and submit proof of date of priority.

Priority date, per claimant, is: _____
(If the priority date, based on your exam, seems questionable, explain below.)

_____

_____

_____

3. No Change - SAME SOURCE
   Source is different than that claimed:

   Source found: _____.

4. No Change - POINT OF DIVERSION
   Point of diversion is different than the claim and/or new P/D's:

Township _____ Range _____Section _____ l/4_____ l/4_____1/4_____
Township _____ Range _____Section _____ l/4_____ l/4_____1/4_____

5. No Change - DESCRIPTION OF DIVERTING WORKS
   Incomplete description, list below:

_____

_____

_____

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6. No Change - WATER USES
Different uses, (list uses found):

Added

Use CM From 1-1 To 12-31 Amount .12 CFS 86.87 AFA
Use DM From 1-1 To 12-31 Amount .02 CFS 14.47 AFA
Use Cooling From 1-1 To 12-31 Amount .12 CFS 86.87 AFA

7. No Change - TOTAL VOLUME

Incomplete on claim, the total is, Amount .12 CFS 86.87 AFA

Changes found, the new total is, Amount _____ CFS _____ AFA

8. No Change - NON-IRRIGATION USES:

Changes Exam found:

Domestic # of homes: _____ Stock # _____ List types: _____

Additional comments: _____

9. No Change - PLACE OF USE: (If changed, list below.)

Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____
Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____
Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____
Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____

Remarks: (Comments pertinent to field examination) See additional attachment

See remarks for priority date on Quick View

SYSTEM DIAGRAM INCLUDED NA
Shown on GIS Layout
CK IF IN OFFICE EXAM
DATE EXAM CONDUCTED: 10-7-03

FIELD EXAMINER: GG
Print Name

Signature

## Gibson, Gene

**From:** Tim Viehweg [tviehweg@idacold.com]
**Sent:** Monday, October 06, 2003 2:05 PM
**To:** ggibson@idwr.state.id.us
**Subject:** Boise Cold Storage Co. well

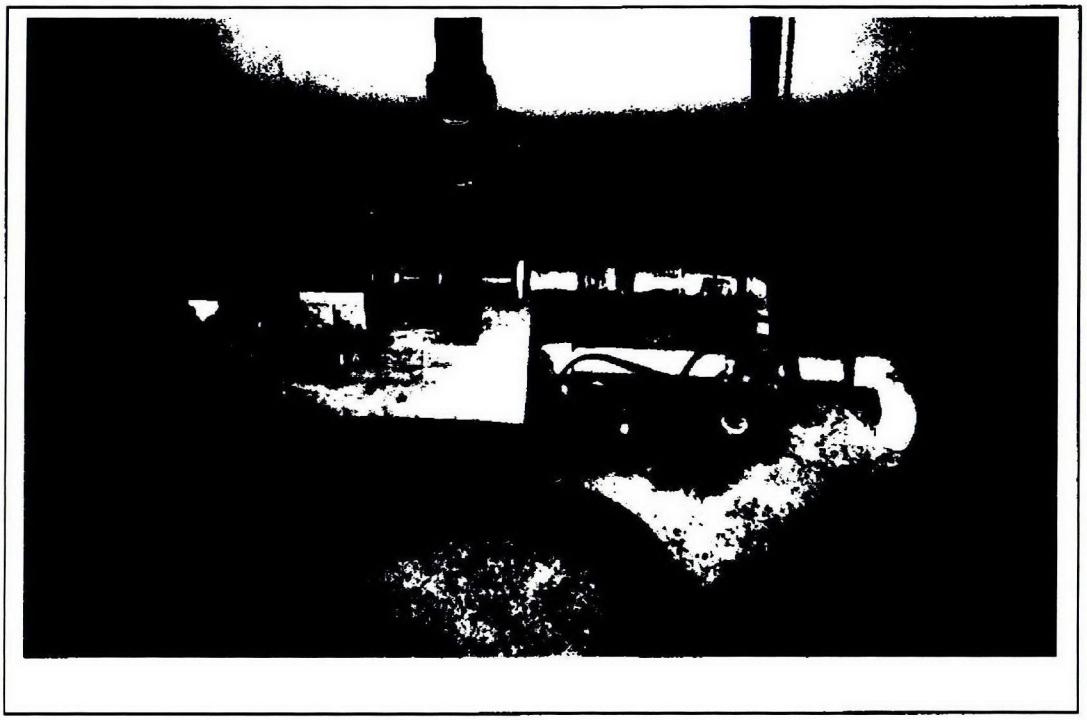
Dear Gene:

As we discussed the well water usage for commercial and cooling needs at Boise Cold Storage Co. is 86.87 acre feet per year. Please let me know if
you need any additional information.

Tim Viehweg
(208)866-4242 Cell
tviehweg@idacold.com



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Form 23

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

BOISE, IDAHO

# REPORT OF ENGINEER

Permit No. 20727

This proof is for Beneficial use In Water District No.

1. Name of applicant Boise Cold Storage Company, 304 S. 16th St., Boise, Idaho
2. Source of water supply: Underground flow from well
3. Location of point of diversion: Is in the Remington sub-division of Section Dunnagan's Tract
   T. R. County of Ada (No No No S.C.P.-)
4. Describe works as they exist, giving dimensions and capacities of same:
   Well 605 feet deep, with 6" and 4" casing to a depth of 450 feet. Piped into ice plant for ice manufacturing.
5. Water is used for: Ice making, refrigeration and domestic purposes
6. State whether or not water has been turned into works of diversion: Yes
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):
   Place of use is same as point of diversion

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? None

Remarks: "Original flow was 50 G.P.M., now aobut 20 G.P.M."
"Water exceptional pure, used for ice making, etc."

This examination was made on the 5th day of May, 19 42.

(Signed) A. A. Johnson
Examiner.

AUG 0 8 2023

Form 6

Permit No. 20727

STATE OF IDAHO
Department of Reclamation

RECEIVED
NOV
Department of Reclamation

# Proof of Completion of Works

## AFFIDAVIT OF HOLDER

STATE OF IDAHO }
County of ADA } ss.

J. P. Congdon, President of Boise Cold Storage Co., Ltd., being first duly sworn, upon his oath deposes and says:

First: That he is the holder and owner of Permit to Appropriate the Public Waters of the State of Idaho, No. 20727, and that his postoffice address is 304 S. 16th St., Boise, State of Idaho.

Second: That the name of the stream which said water is to be diverted FROM is Underground flow.

Third: That the point of diversion of said water is in Remingtons Subdivision of Dunnegans Tract, Boise, Ada County, Idaho.

Fourth: That under the terms and conditions of said permit, construction thereunder was required to be completed by completed, 19.

Fifth: That the use for which said water is intended is Ice making-refrigeration and domestic use.

Sixth: That on the date above mentioned, the works constructed under said permit were ~~(or were not)~~ fully completed and consisted of the following:

I. Kind of works: drilled well-605 ft. deep-4 in. casing-pump and motor.
(Reservoir, dam, ditch, flume, pipe or otherwise)

II. Dimensions of work:

(a) Height of dam.....feet, length of dam at top.....feet, length of dam at bottom.....feet. Material used in construction.....
(State whether wood, earth, stone or concrete)

(b) Capacity of reservoir.....acre feet.

(c) Size of headgate: Width.....feet, height.....feet.

(d) Conduit.....width at bottom.....feet, width at water line.....
(State whether ditch, flume or pipe)
feet, depth of water.....feet; diameter of pipe.....inches, average grade per mile is.....feet. Length of conduit is.....miles.

Seventh: That said works are capable of conducting to the place of intended use.....0.4.....second feet of water.

Eighth: That water appropriated under said permit is available for.....acres of land described as follows:.....

Ninth: Remarks: That work completed and water put to beneficial use on June 21, 1924, which said date is claimed by permit holder as its priority date of appropriation and application to beneficial use.

J P Congdon Pres.
BOISE COLD STORAGE CO., LTD.
(Sign Here)

Subscribed and sworn to before me this 19th day of November, 19 48

My commission expires March 6, 1951

Frank Martin Jr.
Notary Public.
Residence: Boise, Idaho

4602

# State of Idaho

## License and Certificate of Water Right

Water License No. 20727

Water District No.

Amount 0.12 second foot

Priority November 1, 1948

THIS IS TO CERTIFY that BOISE COLD STORAGE COMPANY of Boise, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated November 1, 1946; that Permit No. 20727 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 0.4 second feet, was issued thereunder on November 23, 1948, showing that said works were completed on the 6th day of November, 1948; and that on the 17th day of December, 1948.

BOISE COLD STORAGE COMPANY of Boise, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of underground flow from an ~~unknown~~ artesian well, for the purpose of ice making, refrigeration and domestic use, under Use Permit No. 20727 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume 8 of Licenses at page 4602, on the 25th day of May, 1950:

The right hereby confirmed dates from November 1, 1948:

The Point of Diversion is located in Remington Sub-division of Dunnegan's Tract, and in the NE ¼ NE ¼, Sec. 9, Tp. 3 N., R. 2 E., B. M. Ada County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 0.12 cubic feet per second.

Description and location of use:

| Twp. | Range | Sec. | Forty-acre Tract | No. Acres Described in Permit | No. Acres Actually Irrigated |
|---|---|---|---|---|---|
| Remington Sub-division of Dunnegan's Tract, in the NE¼ NE¼ Section 9, Township 3 North, Range 2 East, B.M. | | | | | |

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this 25th day of May, 1950.

MARK R. KULP
*State Reclamation Engineer*

(SEAL)

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AUG 0 8 2023

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 9, 2001

RE: Investigation of Water Right Claims in the Snake River Basin Adjudication, Basin 63

Dear Claimant:

As you may be aware, the Idaho Department of Water Resources (IDWR) is commencing its Snake River Basin Adjudication (SRBA) investigation of water rights in the Boise River Basin (Basin 63). This investigation is a major effort, and IDWR has hired a contractor, Intrepid Engineering Services, to assist us with this task.

The purpose of this letter is to advise you that Intrepid might be contacting you to conduct a field investigation of your water use. This investigation is meant to provide important information to the IDWR Senior Water Resource Agent who will be making a recommendation for your water rights. Accordingly, we request that you provide Intrepid with access to your water diversion system so that their personnel can conduct this field examination. Intrepid will be gathering information on the rate of flow, diversion location and place of use of your water rights, and will be reporting this information to IDWR.

If you have sold your property in the Boise River Basin, we request that you forward this letter to the purchaser, so that the purchaser can report the new name and address to our office. If you are unable to forward this letter, please send any information regarding a new owner to our Western Regional Office located at 2735 Airport Way, Boise, 83705, (208) 334-2190.

The process of adjudicating your water rights is straightforward for most people, resulting in the issuance of decreed water rights on your property. Experience has shown that water users who work with our agency early in the process to ensure that their recordings are correct have a better experience than those who wait until IDWR has filed its findings with the SRBA Court. Thus, we encourage you to work with our staff and with Intrepid to ensure that the results accurately reflect your water uses.

Sincerely,

Jan Shurte
Adjudication Section Supervisor
Western Regional Office

2007 FEB 16 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

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 63-26879 |

NAME AND ADDRESS: BOISE COLD STORAGE CO
PO BOX 1656
BOISE, ID 83701

SOURCE: GROUND WATER

QUANTITY: 0.12 CFS
86.87 AFY

PRIORITY DATE: 12/31/1903

POINT OF DIVERSION: T03N R02E S09 NENENE Within Ada County

PURPOSE AND PERIOD OF USE:

| PURPOSE OF USE | PERIOD OF USE | QUANTITY |
|---|---|---|
| Commercial | 01-01 TO 12-31 | 0.12 CFS |
| | | 86.87 AFY |
| Cooling | 01-01 TO 12-31 | 0.12 CFS |
| | | 86.87 AFY |
| Domestic | 01-01 TO 12-31 | 0.02 CFS |
| | | 14.47 AFY |

Domestic use is for three restrooms located in Boise Cold Storage Company.

PLACE OF USE:

| | | |
|---|---|---|
| Commercial | | Within Ada County |
| T03N R02E S09 | NENE | |
| Cooling | | Within Ada County |
| T03N R02E S09 | NENE | |
| Domestic | | Within Ada County |
| T03N R02E S09 | NENE | |

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

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

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication



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AUG 0 8 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

**Governor Brad Little** **Director Gary Spackman**

August 08, 2023

BOISE COLD STORAGE LLC
527 CALIFORNIA AVE
RENO NV 89509-1449

Re: Change in Ownership for Water Right No(s): 63-26879

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

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AUG 0 8 2023