WATER CONVEYANCE AGREEMENT

BETWEEN THE NORTH SNAKE AND MAGIC VALLEY GROUNDWATER DISTRICTS AND THE NORTH SIDE CANAL COMPANY

THIS AGREEMENT is made and entered into this 25 day of April, 2008, by and between the North Snake Ground Water District and the Magic Valley Ground Water District ("Districts"), and the North Side Canal Company, Ltd. ("NSCC").

WITNESSETH:

WHEREAS, the Districts have requested NSCC to facilitate the diversion and conveyance of up to 35,000 acre-feet of storage water obtained by the Districts into NSCC’s canal system during the irrigation season of 2008 (March 1, 2008 to November 1, 2008) to deliver to designated landowners in the Districts who can be served by NSCC’s system (approximately 9,300 acres) so to irrigate with surface water delivered by NSCC while curtailing an equal amount of groundwater diversions so that spring flows and aquifer levels of the Eastern Snake Plain Aquifer below the NSCC tract in water District 130 will be enhanced and stabilized to partly mitigate for the Districts’ groundwater pumping impacts; and

WHEREAS, the parties wish to delineate their agreement in writing for the period of 3/1/08 through 11/1/08, recognizing that neither party shall be obligated to renew, and any extension shall be by additional written Agreement with terms and conditions as the parties may then negotiate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

(1) Within seven (7) days of the date of storage allocation identified by Water District 01, the Districts shall cause the 35,000 acre-feet of storage water they have obtained through the Water District 01 Rental Pool or otherwise to be transferred to NSCC’s storage account.

(2) Provided the conditions set forth in this Agreement are met, including the requirement that the Districts’ storage water is transferred to NSCC’s account as specified in Paragraph (1), NSCC shall use its best efforts to divert and convey up to 35,000 acre-feet of the Districts’ water into NSCC’s main canal at Milner Dam between 3/1/08 and 11/1/08; provided that such diversion of any water of the Districts may be curtailed in the
discretion of NSCC for whatever reason.

(3) Water diverted for the Districts, shall be measured at Milner Dam. Losses between Milner Dam and the designated farm deliveries shall be measured by NSCC and only net amounts delivered. Nothing in the Agreement shall be construed as other than NSCC's consent to divert the Districts' water into NSCC's system.

(4) The Districts shall pay NSCC for diverting and conveying water through the NSCC system at the rate of Eight Dollars ($8.00) per acre foot measured at NSCC's diversions at Milner Dam. The Districts will pay Five Thousand Dollars ($5,000.00) in advance to NSCC to initiate the diversions and conveyance. NSCC will first credit the $5,000.00 against the total diversion and conveyance fee, and then will bill the Districts at the end of each month for the Districts' water diverted at Milner Dam, payment to be due within 20 days of the receipt of NSCC's invoice.

(5) The Districts shall designate one (1) representative and one (1) alternate for the purposes of communication with NSCC and NSCC shall only be authorized to divert water or turn off water when requested by said designated representative of the Districts or his alternate, but only if NSCC is then agreeable. The Districts representative will request water deliveries at least forty-eight (48) hours in advance, including the requested amount in c/f/s. The Districts will give NSCC twenty-four (24) hours notice of a requested turn-off. NSCC will give the Districts twenty-four (24) hours notice of NSCC's intended shut-off of the Districts' water. All diversions shall be approved by the Watermaster of W.D. 01.

(6) The Districts expressly and knowingly waive any rights or claims under Article 15, Section 4 of the Idaho Constitution and Idaho Code Section 42-914 to compel NSCC to continue to divert water into NSCC's system after the termination of this Agreement. The Districts represent that they have knowledge of the existence of Article 15, Section 4 of the Idaho Constitution and Idaho Code Section 42-914, understands and agrees with the interpretation herein stated, and further understands that the waiver contained in this paragraph is a condition precedent to NSCC's execution of the Agreement.

(7) The Districts shall be responsible for complying with any applicable water quality standards and requirements for all the Districts water diverted into NSCC's system. The Districts agree to indemnify and hold NSCC harmless from any claim or claims of any third party claiming injury or damage by reason of diversion and conveyance of the Districts' water pursuant to this Agreement, including attorneys' fees, and to further indemnify, including attorneys' fees, for any NSCC costs associated with meeting federal or state laws or regulations due to the diversion and

WATER DIVERSION AGREEMENT - 2
conveyance of the Districts' water.

(8) It is understood that NSCC has been approached by several entities to divert water into NSCC's system and convey it to various points in the NSCC system for redersion to various other purposes. The NSCC Board of Directors has determined that if they elect to facilitate such requests, they shall approve such requests in the following preferential order:

1. First Preference. North Snake Groundwater District and the Magic Valley Groundwater District for conveyance of storage water to the conversion acres subject to this Agreement within Water District #130 (approximately 9,300 acres) pursuant to this Agreement.

2. Second Preference. Idaho Dairyman's Association for conveyance of mitigation water in NSCC's canal pursuant to a separate Agreement.

3. Third Preference. Idaho Water Resource Board (IWRB) for conveyance of storage water in NSCC's system to a recharge site near Wendell on NSCC's W canal pursuant to a separate Agreement.

4. Fourth Preference. IGWA for the conveyance of water in NSCC's system pursuant to the terms of a separate Agreement.

All agreements for diversions and conveyance by NSCC shall be in NSCC's discretion and be considered in the above preferential order...e.g. if First Preference takes all NSCC's available capacity in a given year, no other conveyances for other preferences shall be made; if First Preference takes 50% of available capacity, Second Preference could take the other 50% on such terms as are agreed. If Second Preference only takes 25% and capacity is still then available, Third Preference would be entitled in such terms as would be agreed, or to Fourth Preference if Third Preference doesn't elect to agree, to the extent of capacity not committed to those of higher preference.

All arrangements for conveyance must be in writing and formalized prior to May 20th of 2008 or fall to last preference if an agreement after that date is sought. All preferences shall be subordinated to higher preferences (e.g. Second Preference subordinated to First Preference) if all have formal agreements for conveyance finalized.

(9) The Districts agree to pay to NSCC actual legal fees incurred by NSCC for the preparation of this Agreement, not to exceed $2,000.00.
(10) The Districts agree to pursue the withdrawal of any and all objections to NSCC’s water right claims filed in the SRBA by IGWA or any other ground water district by August 1, 2008. If the Districts fail to obtain the withdrawal of these objections to NSCC’s water right claims in the SRBA by August 1, 2008, NSCC may refuse any future agreement for diversion and conveyance of the Districts’ water for these conversion acres in future irrigation seasons.

(11) Should any dispute or disagreement as to the terms or conditions of this Agreement arise, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in defending or pursuing their respective legal rights.

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

NORTH SNAKE GROUNDWATER DISTRICT

By: [Signature]

Its: Chairman

Date: May 10, 2008

MAGIC VALLEY GROUNDWATER DISTRICT

By: [Signature]

Its: Chairman

Date: May 10, 2008

NORTH SIDE CANAL Company, LTD.

By: [Signature]

Its: Manager

Date: April 23, 2008

WATER DIVERSION AGREEMENT -4
IDAHO FISH & GAME LEASE FOR
WATER RIGHT NO. 36-4076
DATED MAY 28, 2008

EXHIBIT 3
WATER LEASE
WATER RIGHT NO. 36-4076

This Lease Agreement ("Lease") is made and entered into this 28th day of May, 2008, between the IDAHO DEPARTMENT OF FISH AND GAME COMMISSION, whose mailing address is P.O. Box 25, Boise, Idaho 83701 ("LESSOR"); and the NORTH SNAKE GROUND WATER DISTRICT and the MAGIC VALLEY GROUND WATER DISTRICT whose joint mailing address for purposes of this Lease is P.O. Box 1391, Pocatello, Idaho 83204 (hereinafter referred to collectively as "LESSEE").

RECITALS:

WHEREAS, LESSOR is the owner of the decreed Water Right No. 36-4076, pursuant to the records of the Idaho Department of Water Resources ("IDWR") in multiple spring discharges near Clear Lakes in the cumulative amount of up to 3.59 cubic feet per second "cfs" of non-consumptive use water with a priority date of January 1, 1893 (hereinafter referred to as the "Water Right" or the "Leased Water"), which Water Right is graphically represented by the following table:

<table>
<thead>
<tr>
<th>Water Right No.</th>
<th>Source</th>
<th>Quality</th>
<th>Part of Township</th>
<th>Priority Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>36-4076</td>
<td>Springs</td>
<td>3.59 cfs</td>
<td>SWSWNE Lt 7</td>
<td>01-01-1893</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SWSWNE Lt 8</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SESENE Lt 8</td>
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<td>SESENWLt 5</td>
<td></td>
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<td></td>
<td>SESENW Lt 13,</td>
<td></td>
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<td></td>
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<td>Sec. 1, T. 9S R.</td>
<td></td>
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<tr>
<td></td>
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<td></td>
<td>14E, Gooding Cty</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>SESENE Lt 5,</td>
<td></td>
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<tr>
<td></td>
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<td>Sec. 2, T. 9S R.</td>
<td></td>
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<td>14E, Gooding Cty</td>
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<td>SWSWNE Lt 5,</td>
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<td>Sec. 6, T. 9S</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>R15E, Gooding Cty</td>
<td></td>
</tr>
</tbody>
</table>

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. **Lease Property.** LESSEE leases from LESSOR, and LESSOR leases to LESSEE, the Leased Water for the purpose of providing mitigation or replacement water to Snake River Farms.

2. **Term.** The initial term of this Lease shall be for a term of four (4) years, commencing effective as of May 1, 2008. Thereafter, this Lease shall be renewed for two successive terms of three (3) years each provided the parties can reach agreement on the lease amount which shall be subject to renegotiation and unless either party gives notice of intention not to renew the Lease to the other party not less than 180 days notice prior to the end of the...
Lease, which may be given at any time prior to the expiration of the original term or any successive term(s). Additionally, LESSEE reserves the right to terminate this Lease upon ninety (90) days written notice to LESSOR in the event the Idaho Department of Water Resources does not approve LESSEE’S Mitigation or Replacement Water Plan to Snake River Farms and allow the use of the Leased Water for such purposes, or, if for any other reason LESSEE is unable to utilize the Leased Water for mitigation or replacement water purposes for Snake River Farms.

3. Rent. LESSEE shall pay to LESSOR rent in the amount of two hundred and fifty dollars ($250) per month per cfs or pro rata for such portion of each cfs of water actually utilized by LESSEE, with the first monthly rental payment to be due and owing on the first day of the month following the execution of this Lease, and with each monthly payments due thereafter through the term of this Lease determined as provided herein.

4. Use by LESSOR. LESSOR reserves the unrestricted first right to use the Leased Water as allowed by the defined elements of the Water Right. LESSOR will have no responsibility for the operation, maintenance or use of LESSEE’S facilities or any damages related to, or caused by, LESSEE’S use of the Leased Water pursuant to this Lease. LESSOR grants LESSEE access to LESSOR’S property as may be necessary and appropriate to allow LESSEE to fulfill the purpose of this Lease to provide mitigation or replacement water to Snake River Farms.

5. Use by LESSEE. During the term of this Lease, LESSEE may, at LESSEE’S sole cost and risk (including but not limited to those risks identified in paragraph 6 below), divert and utilize the Leased Water non-consumptively (except for minor evaporation) for mitigation purposes to provide replacement water to Snake River Farm’s raceway.

   a. LESSEE may design, construct and maintain at its sole risk and expense all pumps, pipes, diversion and delivery facilities and other improvements in order to utilize the Leased Water for mitigation or replacement water purposes to the head of the Snake River Farm raceway. This includes any changes or improvements LESSOR may wish to make to the point(s) of diversion or other elements of the Water Right.

   b. LESSEE shall submit the design of any facilities and improvements to be constructed and operated to LESSOR for approval prior to the commencement of construction.

   c. LESSEE shall comply with any permit requirements and any water right amendment requirements that may be determined necessary by any state agency to accomplish the use of the water contemplated by LESSEE, with LESSEE authorized to procure the same at their sole expense, and providing copies to LESSOR.

6. Available Water. As a condition of this Lease, LESSEE agrees to provide and make available to LESSOR’S wetlands an amount equal to the amount of water provided to Snake River Farms and of acceptable quality. Additionally, LESSEE shall comply with all terms and conditions of LESSOR’S water right.

7. Indemnification. LESSEE shall indemnify, protect, defend and hold LESSOR and its elected and appointed officials, officers, agents and employees, and each of them, free and harmless from any and all liabilities, claims, losses, damages, actions, costs and expenses of every kind (including defense costs and legal fees), which they, or any of them, may suffer or incur by any reason arising by reason of bodily injury, death, personal injury or property damage
resulting from the use or diversion of the Leased Water under this Lease by or from LESSEE, or any agent, employee, guest or invitee of LESSEE.

8. **Default and Termination.** If LESSEE fails to perform any obligation required of it hereunder, and such default continues for a period of 30 days after written notice thereof has been mailed or delivered to LESSEE by LESSOR, the LESSOR may, at its option, in addition to all other rights provided hereunder or otherwise available to LESSOR by law, immediately curtail and prevent the use and continued use of the Leased Water by LESSEE; and/or terminate this Lease; whereupon all rights accruing to LESSEE hereunder shall cease.

9. **Notices.** All notices required or provided for by this Lease shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the each of the respective parties at the following addresses:

To LESSOR:
- Idaho Department of Fish and Game Commission
  - P.O. Box 83720
  - Boise, Idaho 83720-0098

To LESSEE:
- North Snake Ground Water District
  - 153 E. Main Street
  - Jerome, Idaho 83338

- Magic Valley Ground Water District
  - P.O. Box 430
  - Paul, Idaho 83347

With a copy to:
- Randall C. Budge
  - Racine, Olson, Nye, Budge & Bailey, Chtd.
  - P.O. Box 1391
  - Pocatello, Idaho 83201

10. **Warranty of Authority.** LESSOR warrants and represents that it is the lawful owner of the Water Right and has all necessary power and authority to enter into this Lease.

11. **Assignment and Subletting.** LESSEE shall not assign or sublet any portion of the Water accruing to the Water Right, nor any interest in this Lease without LESSOR’S consent which will not be unreasonably withheld.

12. **Law.** This Lease shall be governed by the laws of the state of Idaho.
LESSOR:

IDAHO DEPARTMENT OF FISH AND GAME

Dated: 5-28-08, 2008

By: Cal Groen, Director

LESSEE:

NORTH SNAKE GROUND WATER DISTRICT

Dated: 6/8/08, 2008

By: R. Lynn Carlquist, Chairman

MAGIC VALLEY GROUND WATER DISTRICT

Dated: 6/9, 2008

By: Orlo Maughan, Chairman
PROPOSED APPLICATION FOR WELL DRILLING PERMIT – NSGWD & MVGWD

EXHIBIT 4
APPLICATION FOR DRILLING PERMIT
(FOR THE CONSTRUCTION OF A WELL)

1. Owner (please print): North Snake Ground Water District and Magic Valley Ground Water District

2. Mailing Address: c/o Randall C. Budge, Racine Olson Nye Budge and Bailey, P.O. Box 1391
   City: Pocatello State: ID Zip Code: 83204 Telephone (208) 232-6101

3. Proposed Well Location: Twp. 9S, Rge. 14E, Sec. 1, SE 1/4 SW 1/4 NW 1/4;
   Gov't Lot No. __________ County: Gooding
   Lat. 42° 40' 30" Long. 114° 46' 03"
   Street Address of Well Site: old Clear Lakes Grade Road west of Road 1500E
   Lot, block and subdivision: __________

4. Proposed Use of Well:
   [ ] DOMESTIC: The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd; or any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.
   Domestic does not include water for multiple ownership subdivisions, mobile home parks, commercial or business establishments, unless the use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

   NON-DOMESTIC: [ ] Irrigation [ ] Municipal [ ] Industrial
   [ ] Livestock [ ] Test [ ] Other (Describe)
   [ ] INJECTION
   [ ] MONITORING: A well bore schematic and map is required for each blanket permit. No. of proposed wells: ______

5. Well Construction Information:
   A. [ ] New well [ ] Modify [ ] Replace
   C. Anticipated bottom hole temperature: [ ] 85 F or less (Cold Water Well) [ ] 85 F to 212 F (Low Temp Geo. Well) [ ] 212 F. or more (Geothermal Well)

6. Construction Start Date: within 60 days of approval of mitigation plan

   NOTE: The actual well driller must be identified prior to drilling.

8. Applicant's Signature: __________________________ Date __________________________
   Address (If different than owner): __________________________
   City: __________________________ State: __________ Zip Code: __________ Telephone: __________________________
   Title: __________________________ (Owner, Firm Representative, Other)
ACTION OF THE DEPARTMENT OF WATER RESOURCES

This Permit is ___________________________ Date __________________________

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. READ CAREFULLY!

GENERAL CONDITIONS:

1. This drilling permit is valid for two (2) months from the above approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.

2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare, which may be required before construction of the well. All wells must be drilled a minimum distance of 100 feet from a drain field. Domestic and Public Water Supply wells must be drilled a minimum of 50 feet and 100 feet respectively from a septic tank.

3. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit at the drilling site.

4. Approval of this drilling permit does not authorize trespass on the land of another party.

5. This permit does not constitute other local, county, state or federal approvals, which may be required for construction of a well.

6. This drilling permit does not represent a right to divert and use the water of the State of Idaho. If the well being drilled is associated with approved water right(s), use of the well must comply with conditions of said water right(s).

7. If a bottom hole temperature of 85 or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.

8. Idaho Code, S 65-2201 - 55-2210 requires the applicant and/or his contractors to contact "Digline" (Digline is a one-call center for utility notification) not less than 2 working days prior to the start of any excavation for this project. The "Digline" Number for your area is 1-800-342-1585.

9. Please be advised that this drilling permit should be considered and treated as a preliminary permit. If you are in disagreement with this preliminary permit you have fourteen (14) days of the service date of this permit to petition the Department for reconsideration pursuant to Section 67-5243, Idaho Code.

10. The well tag for the drilling permit/start card shall be securely and permanently attached to the well casing through welding or by the use of four closed end domed stainless steel pop rivets. The tag attachment will be done at the time of completion of the well, and prior to removing the drill rig from the drill site.

SPECIFIC CONDITIONS:

Signature of Authorized Department Representative __________________________ Title __________________________

Receipt No _______ Received by __________ Fee ________ Date __________________________

EXTENSION OF DRILLING PERMIT

Extension approved by __________________________ Approval Date __________________________

This extension expires: __________________________
May 20, 2008

North Snake Groundwater Users
%Mike Faulkner, Director
536-6658

Proposal for drilling two (2) irrigation wells at Clear Lakes Fish Hatchery. (16" wells would allow pump bowls large enough to pump desired amount of 3.59 CFM. Drilling permits furnished by customer.

WELL:

1. Mobilization  
   Cost: 1,600.00

2. 20" borehole, starter pipe & bentonite sealant @ $225.00 per ft  
   Cost: 4,500.00

3. 16" cased well including drive shoe 200' @ $248.00 per ft  
   (casing A53B grade 16" X .375 wall),  
   Cost: 49,600.00

4. 16" borehole below casing if necessary @ $120.00 per ft *  
   Cost: 10,000.00

5. Perforations in casing if necessary, using a down the hole perforator.  
   Cost: 4,500.00

6. Pump well for development capacity and draw down by Layne Pump Co. includes a 4-hour step test pumping procedure.  
   Cost: 4,500.00

7. See attached bid from Gessa Excavation for water, cuttings, drill soap, protection and restoration of area. Customer should check with DBQ to see if this meets with their approval for discharging run off from drilling. (We may be blowing up to a 1000 - 1500 gpm in drilling, when we get into good water flow from well.)

   NOTE: We feel that by 100' we should be done drilling. However the proposal is for 200'.

   Well #2 -- Same cost as first well. If we have to wait on pump testing of 1st well then would be a second charge for mobilization by Eaton Drilling & Gessa.

   TOTAL COST PER WELL  
   Cost: $70,200.00

   #Cost per well does not include #4 & #7.

Sincerely,

Larry Nelson, President
**ESTIMATE**

**BILL TO**

**PAYMENT IS DUE UPON COMPLETION AND OR BY THE 15TH OF EACH MONTH.**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOBILIZATION</td>
<td>1.00 EA</td>
<td>$ 1,692.00</td>
<td>$ 1,692.00</td>
</tr>
<tr>
<td>FURNISH AND INSTALL 100' POLYERATION PIPE AND UP TO 50' DRAIN DIPS (NO VALVES OR OTHER PARTS INCLUDED)</td>
<td>200 LF</td>
<td>$ 0.05</td>
<td>$ 10.00</td>
</tr>
<tr>
<td>FURNISH AND INSTALL 1' POLYERATION PIPE AND UP TO 100' DRAIN DIPS (NO VALVES OR OTHER PARTS INCLUDED)</td>
<td>1,000 LF</td>
<td>$ 2.20</td>
<td>$ 2,200.00</td>
</tr>
<tr>
<td>FURNISH AND PLACE SILT FENCE</td>
<td>200 LF</td>
<td>$ 1.00</td>
<td>$ 200.00</td>
</tr>
<tr>
<td>REMOVAL SOD AND FINISH GRADE AREA FOR NEW SOD</td>
<td>30,000 SF</td>
<td>$ 0.20</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td>EXCAVATION AND SUBSEQUENT BACKFILL: TWO RETENTION FONDS MEASURING 20' X 20' X 4' DEEP EACH (ALL EXCAVATED MATERIAL REMAINS ON SITE)</td>
<td>800 SF</td>
<td>$ 4.12</td>
<td>$ 3,300.00</td>
</tr>
<tr>
<td>HARDWARE STANDBY</td>
<td>00.00 H</td>
<td>$ 95.00</td>
<td>$ 95.00</td>
</tr>
<tr>
<td>4 BACKHOE AND 1 DUMP TRUCK TO CLEAN UP AND</td>
<td>10.00 H</td>
<td>$ 233.75</td>
<td>$ 2,337.50</td>
</tr>
</tbody>
</table>

**ESTIMATED TOTAL** $ 42,701.49

**TERMS AND CONDITIONS:**

NO RANSOM, BASTING, EXCAVATION, HaulING, OR ANY OTHER ROOK WORK IS NOT INCLUDED.

**NOTICE:** BALANCE REMAINING AFTER THE 15TH OF EACH MONTH WILL BE CHARGED TO ACCOUNT.

Sincerely,

Terry D. Straubhaar, Vice President

---

We appreciate any opportunity to be of service to you. Please call if we can be of any further assistance.

802/11/2005 08:14 2089345570 F AULNER L & L

---

Customer Signature: __________________________ Date: ___________
WELL LOGS FOR WELLS IN VICINITY OF SNAKE RIVER FARMS

EXHIBIT 6
1. WELL TAG NO. D 0226563
   DRILLING PERMIT NO. 09.45.02
   Other IDWR No. Well 700-368

2. OWNER:
   Name Clean Springs Foods, Inc.
   Address P.O. Box 712
   City Bulk State ID Zip 83316

3. LOCATION OF WELL by legal description:
   Sketch map locations must agree with written location.

   Twp. 9
   Rge. 14
   Sec. 2
   Gov't Lot
   County
   Township
   Range
   Section
   Legal Description

   Address of Well Site: Clean Lake Rd

   [Give at least care of well + location to avoid confusion]

   Lt. Blk. Sub. Name

4. USE:
   [ ] Domestic
   [ ] Municipal
   [ ] Monitor
   [ ] Irrigation
   [ ] Thermal
   [ ] Injection
   [ ] Other

5. TYPE OF WORK check all that apply (Replacement etc)
   [ ] New Well
   [ ] Modify
   [ ] Abandonment
   [ ] Other

6. DRILL METHOD
   [ ] Air Rotary
   [ ] Cable
   [ ] Mud Rotary
   [ ] Other

7. SEALING PROCEDURES
   SEALANT PACK
   AMOUNT
   METHOD

   [ ] Bead Bore and Chemical
   [ ] Grout
   [ ] Others

   Was drive shoe used? [ ] Yes
   Was drive shoe sealed? [ ] Yes

8. CASING/LINER:
   Diameter From To Depth
   [ ] 16 + 1.97 2.37 206 steel
   [ ] 16 + 1.92 2.30 186 steel
   [ ] 12 + 1.80 2.57 186 steel

   Length of Headpipe
   Length of Tailpipe

9. PERFORATIONS/SCREENS
   Perforation
   Screen Type
   Screen Material

   [ ] 204 Stainless Steel

   From To Shl Size Number Diameter Material Casing Liner
   [ ] 2 40 2.7 40 12 316 Stainless
   [ ] 3.92 2.7 80 12 316 Stainless

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
    [ ] 104 ft. below ground
    Depth flow encountered
    Artesian pressure
    Describe screen or control
    devices:

   [ ] Check on map of 12-18-05

11. WELL TESTS:
    [ ] Pump
    [ ] Bailer
    [ ] Hole

   Water Temp.
   Water Quality test or comments:

   [ ] Temp.

12. LITHOLOGIC LOG: (Describe repairs or abandonment)
    Depth First Water Encountered
    Water Quality
    Water Temp.

   [ ] Temp.

13. DRILLER'S CERTIFICATION
    We certify that all minimum well construction standards were completed at the time the log was removed.

   Company Name
   [ ] Jordan Wall Drilling Film No 299
   [ ] Certified by
   Date

   Driller or Operator
   [ ] Certified by
   Date

   (Sign once in triplicate & return)
1. WELL TAG NO. 01-365,153.

2. OWNER:
   Name: Clear Springs Foods, Inc.
   Address: P.O. Box 74
   City: Buli

3. LOCATION OF WELL by legal description:
   Sketch map location must agree with written location.

4. USE:
   - Domestic
   - Municipal
   - Monitor
   - Irrigation
   - Thermal
   - Injection
   - Other

5. TYPE OF WORK:
   - New Well
   - Modify
   - Abandonment
   - Other

6. DRILL METHOD:
   - Air Rotary
   - Cable
   - Mud Rotary
   - Other

7. SEALING PROCEDURES:
   - Seal Filter Pack
   - Amount
   - Method

8. CASING/LINER:
   - Diameter
   - Schedule
   - Material
   - Casing Liner
   - Welded Threaded

9. PERFORATIONS/Screens:
   - Perforations
   - Method
   - Screen Type
   - Stainless Steel

10. STATIC WATER LEVEL OR ARTESSIAN PRESSURE:
    - 104.6 ft below ground
    - Artesia pressure: 10 ft
    - Depth flow encountered: 10 ft
    - Describe access port or control devices

11. WELL TESTS:
    - Pump
    - Baller
    - Air
    - Flowing Artesian

12. LITHOLOGIC LOG:
    - Depth
    - Water temperature
    - Lithology
    - Water quality

13. DRILLER'S CERTIFICATION:
    - I hereby certify that all minimum well construction standards were complied with at the time the rig was removed.

FORWARD WHITE COPY TO WATER RESOURCES
1. DRILLING PERMIT NO. 36-97-8-0000-000

2. OWNER:
Name: Idaho Trout Processors Co.
Address: P.O. Box 72
City: Buhl

3. LOCATION OF WELL by legal description:
Sketch map location must agree with written location

4. USE:
☐ Domestic  ☐ Municipal  ☐ Monitor  ☐ Irrigation
☐ Thermo  ☐ Injection  ☐ Other

5. TYPE OF WORK check all that apply
☐ New Well  ☐ Modify  ☐ Abandonment  ☐ Other

6. DRILL METHOD
☐ Air Rotary  ☐ Cable  ☐ Mud Rotary  ☐ Other

7. SEALING PROCEDURES

<table>
<thead>
<tr>
<th>Seal/Filter Pack</th>
<th>Material</th>
<th>From</th>
<th>To</th>
<th>Amount of Filters or Turnouts</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bentonite</td>
<td>0 33 21 8</td>
<td></td>
<td></td>
<td>Poured</td>
<td></td>
</tr>
</tbody>
</table>

Was drive shoe used? ☐ Y ☐ N  Shoe Depth(s) 255 ft.
Was drive shoe seal tested? ☐ Y ☐ N  How? Pressure

8. CASING/LINER:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>From</th>
<th>To</th>
<th>Length</th>
<th>Material</th>
<th>Casing</th>
<th>Liner</th>
<th>Welded</th>
<th>Threaded</th>
</tr>
</thead>
<tbody>
<tr>
<td>8&quot;</td>
<td>42</td>
<td>53</td>
<td>255</td>
<td>Steel</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6&quot;</td>
<td>35</td>
<td>255</td>
<td>255</td>
<td>Steel</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Length of Headpipe:  Length of Tailpipe:

9. PERFORATIONS/SCREENS
☐ Perforations  Method:
☐ Screens  Screen Type:

<table>
<thead>
<tr>
<th>Screen</th>
<th>From</th>
<th>To</th>
<th>Dia</th>
<th>Material</th>
<th>Casing</th>
<th>Liner</th>
<th>Welded</th>
<th>Threaded</th>
</tr>
</thead>
</table>

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
Depth below ground:  Artesian pressure:  lb
Depth flow encountered:  ft.  Describe access port or control devices:

11. WELL TESTS:

<table>
<thead>
<tr>
<th>Year</th>
<th>Gallon</th>
<th>Day</th>
<th>Level</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Water Temp:  Bottom hole temp:  Water Quality test or comments:

12. LITHOLOGIC LOG:

<table>
<thead>
<tr>
<th>Line</th>
<th>From</th>
<th>To</th>
<th>Rock</th>
<th>Wall/Artillery</th>
<th>Level</th>
<th>Temp</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>0 2</td>
<td>2 6</td>
<td>Broken lava</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 53</td>
<td>53 215</td>
<td>255</td>
<td>Solid gray lava</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 53 215</td>
<td>255</td>
<td>260</td>
<td>Fine brown sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 255 260</td>
<td>260</td>
<td>260</td>
<td>Sandstone, broken</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

13. DRILLER'S CERTIFICATION

We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name: Elsian Drilling  Firm No. 31
Firm Official:  Date: 5-14-97
Supervisor or Operator:  Date: 5-14-97 (Sign here)

FORWARD WHITE COPY TO WATER RESOURCES
Form 238·7
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT
State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

1. WELL OWNER

Name: MRS. OWENS
Address: 
Owner's Permit No.: 

2. NATURE OF WORK

□ New well  □ Deepened  □ Replacement  □ Abandoned (describe method of abandoning) 

3. PROPOSED USE

□ Domestic  □ Irrigation  □ Test  □ Municipal  □ Industrial  □ Stock  □ Waste Disposal or injection  □ Other (specify type) 

4. METHOD DRILLED

□ Rotary  □ Air  □ Hydraulic  □ Reverse rotary  □ Cable  □ Dug  □ Other 

5. WELL CONSTRUCTION

Casing schedule: □ Steel  □ Concrete  □ Other

Thickness  Diameter  From  To 

Inches  Inches  feet  feet 

Was casing drive shoe used? □ Yes  □ No

Was a packer or seal used? □ Yes  □ No

Perforated? □ Yes  □ No

How perforated? □ Factory  □ Kalfie  □ Torch

Size of perforation □ 1/4 inch □ 5/16 inch

Number of perforations 

Well screen installed? □ Yes  □ No

Manufacturer's name: 

Type  Diameter  Slot size  From  To  Length  Feet

Inches  Inches  feet  feet  inches

Diameter  Slot size  From  To  Length  Feet

Gravel packed? □ Yes  □ No  □ Size of gravel

Fixed from  feet  to  feet

Surface well depth □ Material used to seal: □ Cement grout  □ Puddling clay  □ Wall cuttings

Sealing procedure used: □ Sturty pit  □ Tamp  □ Overbuild to seal depth  □ Overbuild to seal depth

Method of joining casing □ Threaded  □ Welded  □ Solvent  □ Cemented between strata

6. LITHOLOGIC LOG

 Hole  Depth  Material  Water

86157

7. WATER LEVEL

Static water level □ feet below land surface

□ Flowing  □ Yes  □ No  □ G.P.M. flow

Artesian closed in pressure □ P.S. □

Controlled by: □ Valve  □ Cap  □ Plug

Temperature □ OF  □ Quality

8. WELL TEST DATA

□ Pump  □ Bailer  □ Air  □ Other

Discharge G.P.M.  Pumping Level  Hours Pumped

9. LOCATION OF WELL

Sketch map location must agree with written location.

Subdivision Name

Lot No.  Block No.

County  TWIN  F2113

10. Work started  finished

11. DRILLERS CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time this rig was removed.

Firm Name  C.R. EDSON  Firm No.  44

Address  Wendell ID  Date  6-23-87

Signed by (Firm Official)  

(Operator)  

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT
IDaho Department of Water Resources
Well Driller's Report

1. DRILLING PERMIT NO.: 417-94-5-0158-000
Other IDWR No.: 

2. OWNER: Jack Distman
Name: 
Address: Sun Valley, ID 83353
City: 
State: 
Phone: 83353

3. LOCATION OF WELL by legal description:
Sketch map location must agree with written location.

<table>
<thead>
<tr>
<th>Township</th>
<th>Range</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>14</td>
<td>1/4</td>
</tr>
<tr>
<td></td>
<td>1/4</td>
<td>1/4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fall</td>
</tr>
</tbody>
</table>

Address of Well Site: Lot 15
City: 
Sub. Name: Clear Lakes

4. PROPOSED USE:
☐ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other:

5. TYPE OF WORK:
☐ New Well ☐ Modify or Repair ☐ Replacement ☐ Abandonment

6. DRILL METHOD:
☐ Mud Rotary ☐ Air Rotary ☐ Cable ☐ Other:

7. SEALING PROCEDURES

<table>
<thead>
<tr>
<th>SEAL/FILTER PACK</th>
<th>MATERIAL</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bentoniite</td>
<td>0/18</td>
<td>H20</td>
<td></td>
</tr>
</tbody>
</table>

Was drive shoe used? ☒ Y ☐ N
Shoe Depth (ft): 
Was drive shoe tested? ☒ Y ☐ N
How:

8. CASING/LINER:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>From</th>
<th>To</th>
<th>Gage</th>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>72</td>
<td>78</td>
<td>250</td>
<td>Steel</td>
</tr>
</tbody>
</table>

Length of Headpipe: 
Length of Tailpipe:

9. PERFORATIONS/SCREENS

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>Flot Size</th>
<th>NUMBER</th>
<th>DIAMETER</th>
<th>MATERIAL</th>
<th>Casing</th>
<th>Liner</th>
<th>Wedge</th>
<th>Threaded</th>
</tr>
</thead>
</table>

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

Static ft below ground: 
Artesian pressure lb.

11. WELL TESTS:

<table>
<thead>
<tr>
<th>FIELD</th>
<th>DIAMETER</th>
<th>PUMPING LEVEL</th>
<th>TIME</th>
</tr>
</thead>
</table>

Water Temp.: 85
Bottom hole temp.: 
Water Quality test or comments:

12. LITHOLOGIC LOG: (Describe completion or abandonment)

| Remarks: Lithology, Water Quality, Temperature |
|-------|----------|----------|----------|----------|----------|----------|
| Y N   | Brown Sand | 2 16    | Beidler Sand | 14 50 | Brown Clay | 98 | (trace) |

RECEIVED
OCT 2 8 1994

Department of Water Resources

OCT 8 1994
Department of Water Resources
Southern Region Office

Completed Depth: 80 8 1995
(Measurable)
Date: Started: Oct 6 1994
Completed: Oct 11 1994

13. DRILLER'S CERTIFICATION

We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name: 
Firm No.: 26

Firm Official: 
Date: Oct 18 1994

Supervisor or Operator: 
Date: Oct 18 1994
(Sign once if firm, official, & operator)

FORWARD WHITE COPY TO WATER RESOURCES
IDaho Department of Water Resources

WELL DRILLER'S REPORT

OCT 15, 1983

IDAHOr DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

1. DRILLING PERMIT NO. 479350154000
Other IDWR No. 

2. OWNER:
Name Vern White
Address 777 MT. View Dr.
City Twin Falls
State ID Zip 83301

3. LOCATION OF WELL by legal description:
Sketch map location shall agree with written location.

4. PROPOSED USE:
D Domestic O Municipal O Irrigation
O Thermal O Injection O Other ____________

5. TYPE OF WORK
O New Well O Modify or Repair O Replacement O Abandonment

6. DRILL METHOD
O Mud Rotary O Air Rotary O Cable O Other ____________

7. SEALING PROCEDURES

<table>
<thead>
<tr>
<th>SEAL/FILTER PACK</th>
<th>AMOUNT</th>
<th>METHOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bentonite</td>
<td>250</td>
<td>Poured Into</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regularly Dried</td>
</tr>
</tbody>
</table>

Was drive shoe seal tested? YO No. How? ____________

8. CASING/LINER:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>From</th>
<th>To</th>
<th>Gauge</th>
<th>Casing</th>
<th>Liner</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td>108</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>36</td>
<td>93</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5&quot;</td>
<td>36</td>
<td>93</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Final location of shoes 50' 99'.

Top Packer or Headpipe 36'. Bottom Tailpipe 36'.

9. PERFORATIONS/SCREENS

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Slot Size</th>
<th>Number</th>
<th>Diameter</th>
<th>Type</th>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. WELL TESTS

<table>
<thead>
<tr>
<th>Well</th>
<th>Yield (gpm)</th>
<th>Diameter</th>
<th>Pumping Depth</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Temperature of Water - 85. Was a water analysis done? YO No. By whom? ____________
Water Quality (odor, etc.) ____________
Bottom Hole Temperature ____________

11. STATIC WATER LEVEL:

74 ft below surface Depth artesian flow found Artisanal pressure ____________
Describe access port ____________
Describe Controlling Devices ____________

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

<table>
<thead>
<tr>
<th>Depth</th>
<th>From</th>
<th>To</th>
<th>Rock Type</th>
<th>Lithology</th>
<th>Water Quality &amp; Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>104</td>
<td>20</td>
<td>Pec. Gravel</td>
<td>74</td>
<td></td>
<td></td>
</tr>
<tr>
<td>80</td>
<td>90</td>
<td>Tan Sand</td>
<td>Gravels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>80</td>
<td>Large Boulders</td>
<td>Gravel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>50</td>
<td>Large Boulders</td>
<td>Gravel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>20</td>
<td>Large Boulders</td>
<td>Gravel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

13. DRILLER'S CERTIFICATION

We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name: ____________________________
Firm Official: ____________________________
Sign once if Firm Official & Operator

Date: Started ________________ Completed ________________

FORWARD WHITE COPY TO WATER RESOURCES

Date: Received ________________

Received ________________

FORWARD WHITE COPY TO WATER RESOURCES