

NSCC WATER CONVEYANCE AGREEMENT

April 23, 2008

EXHIBIT 2

WATER CONVEYANCE AGREEMENT

**BETWEEN THE NORTH SNAKE AND MAGIC VALLEY GROUND WATER
DISTRICTS AND THE NORTH SIDE CANAL COMPANY**

THIS AGREEMENT is made and entered into this 23 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").

WITNESETH:

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

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

NORTH SNAKE GROUNDWATER
DISTRICT

MAGIC VALLEY GROUNDWATER
DISTRICT

By: [Signature]
Its: Chairman

By: [Signature]
Its: Chairman

Date: May 10, 2008

Date: May 10, 2008

NORTH SIDE CANAL
Company, LTD.

By: [Signature]
Its: Manager

Date: April 23, 2008

**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:

Water Right No.	Source	Quantity	Point of Diversion	Priority Date
36-4076	Springs	3.59 cfs	SWSWNE Lt 7 SWSENE Lt 8 SESENE Lt 8 SESWNW Lt 5 SESENW Lt 13, Sec. 1, T. 9S R. 14E, Gooding Cty SESENE Lt 5, Sec. 2, T. 9S R. 14E, Gooding Cty SWSWNW Lt 5, Sec. 6, T. 9S R15B, Gooding Cty	01-01-1893

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**

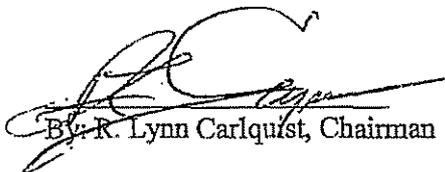
Dated: 5-28-08, 2008


By: Cal Groen, Director

LESSEE:

**NORTH SNAKE GROUND WATER
DISTRICT**

Dated: 6/3/08, 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

Form 235-1
10/1/03

Drilling Permit No. _____
Drilling Permit I.D. Tag No. _____
Water Right Permit No. _____
Injection Permit No. _____

State of Idaho
Department of Water Resources

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 City _____

Give at least name of road + Distance to Road or Landmark

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 _____
Type _____ Number Hd _____ (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

B. Proposed Casing Diameter 16 inch Proposed Maximum Depth 200 ft.

C. Anticipated bottom hole temperature:

85 F or less 85 F to 212 F 212 F. or more
(Cold Water Well) (Low Temp Geo. Well) (Geothermal Well)

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

7. Anticipated Well Driller: Eaton Drilling and Pump Service Driller's Lic. No. 26

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 55-2201 - 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: _____

EATON DRILLING AND PUMP SERVICE PROPOSAL

EXHIBIT 5

EATON DRILLING AND PUMP SERVICE
P. O. BOX 230 * 485 SOUTH IDAHO ST
WENDELL, IDAHO 83355
PHONE: 208-536-2223 * FAX: 208-536-2024
"SERVING MAGIC VALLEY SINCE 1909"

ATT
Randy
Budge
✓

May 20, 2008

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

Proposal for drilling two (2) irrigation well 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 | 1,600.00 |
| 2. 20" borehole, starter pipe & bentonite sealant @ \$225.00 per ft | 4,500.00 |
| 3. 16" cased well including drive shoe 200' @ \$248.00 per ft
(casing A53B grade 16" X .375 wall). | 49,600.00 |
| 4. 16" borehole below casing if necessary @ \$120.00 per ft * | |
| 5. Perforations in casing if necessary, using a down the hole perforator. | 10,000.00 |
| 6. Pump well for development capacity and draw down by Layne Pump Co. includes a 4-hour step test pumping procedure. | 4,500.00 |
| 7. See attached bid from Gnesa 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.) | |

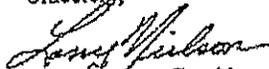
NOTE: We feel that by 100' we should be done drilling. However the proposal is for 200'.

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 & Gnesa.

TOTAL COST PER WELL \$70,200.00

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

Sincerely,


Larry Nielson, President

May 20 08 05:03P LARRY NIELSON
MAY 20 08 05:03P LARRY NIELSON
MAY 20 08 05:03P LARRY NIELSON

5362024

p - 2



Excavation . Grading . Utility Installation
Site Work . Base Work . Gravel
GPS Survey . Site Design

Phone: (208) 934-4510
Fax: (208) 934-8376

ESTIMATE

DATE: Tuesday, May 20, 2008

BILL TO

OWNER COMPANY: EATON WELL DRILLING
ATTN: LARRY NIELSON
ADDRESS: WENDELL
OFFICE: 536-2228
OFFICE: 836-2024
CELL: PH
EMAIL
TERMS: PAYMENT IS DUE UPON COMPLETION AND/OR BY THE 10 TH OF EACH MONTH

JOB NAME: CLEAR SPRINGS
DESCRIPTION: RE-CHARGE WELLS
ADDRESS: BUHL
OTHER INFO:
ESTIMATOR: TERRY D. STRAUBHAAR Vice President
CALLING: 208 731-3861 gnesaexcavating@gmail.com

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
MOBILIZATION	1.00 EA	\$ 1,895.00	\$ 1,895.00
FURNISH AND INSTALL SOD	20,026.00 SF	\$ 0.55	\$ 11,343.75
FURNISH AND INSTALL 1" POLY IRRIGATION PIPE AND UP TO 180 RAIN BARBS (NO VALVES OR OTHER PARTS INCLUDED)	1,875.00 LF	\$ 2.30	\$ 4,312.50
FURNISH AND PLACE SILT FENCE	200.00 LF	\$ 1.13	\$ 226.93
REMOVE SOD AND FINE GRADE AREA FOR NEW SOD	20,026.00 SP	\$ 0.28	\$ 5,775.00
EXCAVATION AND SUBSEQUENT BACKFILL TWO RETENTION PONDS MEASURING 20' X 20' X 4' DEEP EACH (ALL EXCAVATED MATERIAL REMAINS ON SITE)	800.00 CF	\$ 5.12	\$ 4,096.00
BACKHOE STANDBY	80.00 HR	\$ 80.00	\$ 6,400.00
1 BACKHOE AND 1 DUMP TRUCK TO CLEAN UP MUD	30.00 HR	\$ 203.75	\$ 6,112.50
ESTIMATED TOTAL			\$ 42,101.48

EXCLUSIONS/NOTIFICATIONS
ROCK HAMMERS, BLASTING, EXCAVATION, HAULING, OR ANY OTHER ROCK WORK IS NOT INCLUDED
PERMITS, BONDS, PENALTIES OR FEES OF ANY KIND IS NOT INCLUDED
SURVEYING OR CONSTRUCTION STAKING IS NOT INCLUDED
SWPPP PLANS OR IMPLEMENTATION OF IS NOT INCLUDED IF REQUIRED THIS WORK WILL BE BILLED ACCORDINGLY
STRUCTURAL EXCAVATION OR BACKFILL OF WALLS, FOOTINGS, ETC. IS NOT INCLUDED
ANY EXISTING STRUCTURES, UTILITIES, ETC. ARE TO BE LOCATED AND PROTECTED BY THE OWNER OR HIS REPRESENTATIVE

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

Sincerely,
Terry D. Straubhaar
Terry D. Straubhaar
Vice-President



Customer Signature: _____ DATE: _____

**WELL LOGS FOR WELLS IN VICINITY OF SNAKE
RIVER FARMS**

EXHIBIT 6



Snake River Farm Delivery Call
Local Wells with Well Logs



RECEIVED

Form 238-7 11/97

#1

JUL 17 2006

DEPARTMENT OF WATER RESOURCES

DEPT. OF WATER RESOURCES SOUTHERN REGION

WELL DRILLER'S REPORT JUL 13 2006

RECEIVED

Office Use Only
 Inspected by _____
 Twp _____ Rge _____ Sec _____
 _____ 1/4 _____ 1/4 _____ 1/4
 Lat: _____ Long: _____

1. WELL TAG NO. D 0022615
 DRILLING PERMIT NO. 19 45 02
 Other IDWR No. Well ID - 365439

2. OWNER:
 Name Clean Springs Foods, Inc
 Address P.O. Box 212
 City Buhl State MO Zip 63316

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

H
 W
 S
 Twp. 9 North or South
 Rge. 14 East or West
 Sec. 2 1/4 NW 1/4 SE 1/4
 Gov't Lot _____ County Co. Condry
 Lat: _____ Long: _____
 Address of Well Site Clean Lake Rd
 City Buhl

Lt. _____ Blk. _____ Sub. Name _____

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

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

SEAL/FILTER PACK		AMOUNT		METHOD
Material	From	To	Sacks or Pounds	
<u>benzoite granules</u>	<u>0</u>	<u>20</u>	<u>3,300 lbs</u>	<u>dry pour</u>
<u>benzoite chips</u>	<u>20</u>	<u>60</u>	<u>6,000 lbs</u>	<u>dry pour</u>

Was drive shoe used? N Shoe Depth(s) 392 - cut off and
 Was drive shoe seal tested? Y N None left in hole

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>16 + 1</u>	<u>237</u>	<u>325</u>	<u>375</u>	<u>steel</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>12 + 3</u>	<u>240</u>	<u>375</u>	<u>steel</u>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>12</u>	<u>260</u>	<u>292</u>	<u>375</u>	<u>steel</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe _____ Length of Tailpipe 18'

9. PERFORATIONS/SCREENS

Perforations _____ Method _____
 Screens Screen Type 304 stainless steel

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
<u>240</u>	<u>260</u>	<u>40</u>		<u>12</u>	<u>stainless</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>292</u>	<u>297</u>	<u>80</u>		<u>12</u>	<u>stainless</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

104'6" ft. below ground Artesian pressure _____ lb.
 Depth flow encountered _____ ft. Describe access port or control devices: steel plate on top of 18" casing

11. WELL TESTS:

Yield gal/min.	Drawdown	Pumping Level	Time
<u>650</u>	<u>128</u>	<u>232</u>	<u>26 Hour</u>

Water Temp. 62.2 Bottom hole temp. 66.6
 Water Quality test or comments: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
<u>24</u>	<u>0</u>	<u>1</u>	<u>gravel fill</u>		<input checked="" type="checkbox"/>
	<u>1</u>	<u>2</u>	<u>top soil</u>		<input checked="" type="checkbox"/>
	<u>2</u>	<u>7</u>	<u>soil - sandy brown</u>		<input checked="" type="checkbox"/>
	<u>7</u>	<u>12</u>	<u>black basalt - broken</u>		<input checked="" type="checkbox"/>
	<u>12</u>	<u>36</u>	<u>black basalt - fractured with blue clay</u>		<input checked="" type="checkbox"/>
	<u>36</u>	<u>51</u>	<u>black basalt</u>		<input checked="" type="checkbox"/>
	<u>51</u>	<u>57</u>	<u>brown clay - sandy</u>		<input checked="" type="checkbox"/>
<u>24</u>	<u>57</u>	<u>60</u>	<u>brown clay</u>		<input checked="" type="checkbox"/>
<u>16</u>	<u>60</u>	<u>81</u>	<u>brown clay - water in seams</u>		<input checked="" type="checkbox"/>
	<u>81</u>	<u>87</u>	<u>brown clay - sandy - water in seams</u>		<input checked="" type="checkbox"/>
	<u>87</u>	<u>105</u>	<u>gray clay</u>		<input checked="" type="checkbox"/>
	<u>105</u>	<u>109</u>	<u>brown clay</u>		<input checked="" type="checkbox"/>
	<u>109</u>	<u>124</u>	<u>brown clay with coarse sand</u>		<input checked="" type="checkbox"/>
	<u>124</u>	<u>131</u>	<u>brown clay</u>		<input checked="" type="checkbox"/>
	<u>131</u>	<u>149</u>	<u>gray clay - sandy</u>		<input checked="" type="checkbox"/>
	<u>149</u>	<u>174</u>	<u>gray sand - clay</u>		<input checked="" type="checkbox"/>
	<u>174</u>	<u>203</u>	<u>gray clay</u>		<input checked="" type="checkbox"/>
	<u>203</u>	<u>218</u>	<u>gray clay - thin sand lenses</u>		<input checked="" type="checkbox"/>
	<u>218</u>	<u>238</u>	<u>gray clay - tight & sticky</u>		<input checked="" type="checkbox"/>
	<u>238</u>	<u>245</u>	<u>gray clay</u>		<input checked="" type="checkbox"/>
	<u>245</u>	<u>251</u>	<u>black sand + gray clay layers</u>		<input checked="" type="checkbox"/>
	<u>251</u>	<u>260</u>	<u>per gravel - black sand - gray clay layers</u>		<input checked="" type="checkbox"/>
	<u>260</u>	<u>275</u>	<u>black sandy clay + sand layers</u>		<input checked="" type="checkbox"/>
	<u>275</u>	<u>294</u>	<u>gray clay - some sand streaks</u>		<input checked="" type="checkbox"/>
	<u>294</u>	<u>295</u>	<u>per gravel</u>		<input checked="" type="checkbox"/>
	<u>295</u>	<u>319</u>	<u>gray clay</u>		<input checked="" type="checkbox"/>
	<u>319</u>	<u>326</u>	<u>per gravel + gray clay layers</u>		<input checked="" type="checkbox"/>
	<u>326</u>	<u>330</u>	<u>fractured basalt + hard gray clay</u>		<input checked="" type="checkbox"/>
	<u>330</u>	<u>339</u>	<u>brown clay</u>		<input checked="" type="checkbox"/>
	<u>339</u>	<u>351</u>	<u>per gravel + coarse sand - dry</u>		<input checked="" type="checkbox"/>
	<u>351</u>	<u>363</u>	<u>brown clay</u>		<input checked="" type="checkbox"/>
	<u>363</u>	<u>370</u>	<u>brown clay - sandy</u>		<input checked="" type="checkbox"/>
<u>16</u>	<u>370</u>	<u>397</u>	<u>brown clay - coarse & sandy</u>		<input checked="" type="checkbox"/>

Completed Depth 400 (Measurable)
 Date: Started 10-28-05 Completed 6-12-06

13. DRILLER'S CERTIFICATION

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

Company Name Duba Well Drilling Firm No. 399

Firm Official [Signature] Date 7-8-06

and Driller or Operator _____ Date _____

(Sign only if Firm Official & Operator)

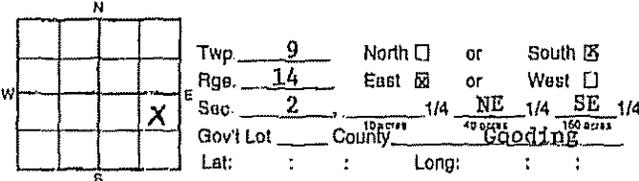
IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT 68258
Use Typewriter or Ballpoint Pen

Office Use Only
Inspected by _____
Twp _____ Rge _____ Sec _____
_____ 1/4 _____ 1/4 _____ 1/4
Lat: : : Long: : :

1. DRILLING PERMIT NO. 36 - 97 - S - 0009 - 000
Other IDWR No. _____

2. OWNER:
Name Idaho Trout Processors Co.
Address P.O. Box 72
City Buhl, State ID Zip 83316

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 check all that apply (Replacement etc.)
 New Well Modify Abandonment Other _____

6. DRILL METHOD
 Air Rotary Cable Mud Rotary Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
Bentonite	0	53	21 S	Poured
Overbore to seal depth				

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

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
8"	+2	53	.250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6"	35	255	.250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS
 Perforations Method _____
 Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

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

11. WELL TESTS:
 Pump Baller Air Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. _____ Bottom hole temp. _____
Water Quality test or comments: _____
Depth first Water Encountered _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
12	0	2	Topsoil		X
	2	6	Broken lava	X	
	6	53	Solid gray lava		X
8	53	215	Fine brown sand		X
	215	253	Gray sand & some clay		X
	253	255	Sandstone, broken	X	
6	255	260	Sandstone, broken	X	

RECEIVED
MAY 27 1997
Department of Water Resources
Southern Region
RECEIVED
JUN 25 1997
Department of Water Resources

Completed Depth 260 ft. (Measurable)
Date: Started 5-7-97 Completed 5-9-97

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

Firm Name Elsing Drilling Firm No. 31
Firm Official Arnold Elsing Date 5-14-97
and
Supervisor or Operator Lloyd Boyles Date 5-14-97
(Sign Once if Firm Official & Operator)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

USE TYPEWRITER OR
BALLPOINT PEN

968

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.

<p>1. WELL OWNER</p> <p>Name <u>MRS OWENS B</u></p> <p>Address <u>Buhl</u></p> <p>Owner's Permit No. _____</p>	<p>7. WATER LEVEL</p> <p>Static water level <u>105</u> feet below land surface.</p> <p>Flowing? <input type="checkbox"/> Yes <input type="checkbox"/> No G.P.M. flow _____</p> <p>Artesian closed in pressure _____ p.s.i.</p> <p>Controlled by: <input type="checkbox"/> Valve <input checked="" type="checkbox"/> Cap <input type="checkbox"/> Plug</p> <p>Temperature _____ °F. Quality _____</p>																																																				
<p>2. NATURE OF WORK</p> <p><input checked="" type="checkbox"/> New well <input type="checkbox"/> Deepened <input type="checkbox"/> Replacement</p> <p><input type="checkbox"/> Abandoned (describe method of abandoning) _____</p>	<p>8. WELL TEST DATA</p> <p><input type="checkbox"/> Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Air <input type="checkbox"/> Other _____</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Discharge G.P.M.</th> <th>Pumping Level</th> <th>Hours Pumped</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Discharge G.P.M.	Pumping Level	Hours Pumped																																																	
Discharge G.P.M.	Pumping Level	Hours Pumped																																																			
<p>3. PROPOSED USE</p> <p><input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Test <input type="checkbox"/> Municipal</p> <p><input type="checkbox"/> Industrial <input type="checkbox"/> Stock <input type="checkbox"/> Waste Disposal or Injection</p> <p><input type="checkbox"/> Other _____ (specify type)</p>	<p>9. LITHOLOGIC LOG 86157</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Hole Diam.</th> <th colspan="2">Depth</th> <th rowspan="2">Material</th> <th colspan="2">Water</th> </tr> <tr> <th>From</th> <th>To</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>0</td> <td>12</td> <td>top Soil</td> <td> </td> <td> </td> </tr> <tr> <td>12</td> <td>53</td> <td> </td> <td>straw clay</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>58</td> <td>106</td> <td>Gray 13-12</td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td>106</td> <td>115</td> <td>Red 13-12</td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td>115</td> <td>144</td> <td>Gray 13-12</td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td>144</td> <td>151</td> <td>Red 13-12</td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td>151</td> <td>180</td> <td>Gray 13-12</td> <td> </td> <td> </td> </tr> </tbody> </table>	Hole Diam.	Depth		Material	Water		From	To	Yes	No	8	0	12	top Soil			12	53		straw clay			8	58	106	Gray 13-12				106	115	Red 13-12				115	144	Gray 13-12				144	151	Red 13-12				151	180	Gray 13-12		
Hole Diam.	Depth		Material	Water																																																	
	From	To		Yes	No																																																
8	0	12	top Soil																																																		
12	53		straw clay																																																		
8	58	106	Gray 13-12																																																		
	106	115	Red 13-12																																																		
	115	144	Gray 13-12																																																		
	144	151	Red 13-12																																																		
	151	180	Gray 13-12																																																		
<p>4. METHOD DRILLED</p> <p><input checked="" type="checkbox"/> Rotary <input checked="" type="checkbox"/> Air <input type="checkbox"/> Hydraulic <input type="checkbox"/> Reverse rotary</p> <p><input type="checkbox"/> Cable <input type="checkbox"/> Dug <input type="checkbox"/> Other _____</p>	<p>5. WELL CONSTRUCTION</p> <p>Casing schedule: <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Concrete <input type="checkbox"/> Other _____</p> <p>Thickness Diameter From</p> <p><u>750</u> inches <u>6</u> inches + <u>1</u> foot <u>550</u> feet</p> <p>_____ inches _____ inches _____ feet _____ feet</p> <p>_____ inches _____ inches _____ feet _____ feet</p> <p>_____ inches _____ inches _____ feet _____ feet</p> <p>Was casing drive shoe used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Was a packer or seal used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Perforated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>How perforated? <input type="checkbox"/> Factory <input type="checkbox"/> Knife <input type="checkbox"/> Torch</p> <p>Size of perforation _____ inches by _____ inches</p> <p>Number _____ From _____ To _____</p> <p>_____ perforations _____ feet _____ feet</p> <p>_____ perforations _____ feet _____ feet</p> <p>_____ perforations _____ feet _____ feet</p> <p>Well screen installed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Manufacturer's name _____</p> <p>Type _____ Model No. _____</p> <p>Diameter _____ Slot size _____ Set from _____ feet to _____ feet</p> <p>Diameter _____ Slot size _____ Set from _____ feet to _____ feet</p> <p>Gravel packed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Size of gravel _____</p> <p>Placed from _____ feet to _____ feet</p> <p>Surface seal depth <u>57</u> Material used in seal: <input type="checkbox"/> Cement grout</p> <p><input type="checkbox"/> Pudding clay <input checked="" type="checkbox"/> Well cuttings</p> <p>Sealing procedure used: <input type="checkbox"/> Slurry pit <input type="checkbox"/> Temp. surface casing</p> <p><input checked="" type="checkbox"/> Overbore to seal depth</p> <p>Method of joining casing: <input type="checkbox"/> Threaded <input type="checkbox"/> Welded <input type="checkbox"/> Solvent</p> <p>Weld _____</p> <p><input type="checkbox"/> Cemented between strata</p> <p>Describe access port _____</p>																																																				
<p>10. LOCATION OF WELL</p> <p>Sketch map location must agree with written location.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="text-align: center;">N</td><td></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center;">W</td><td></td><td style="text-align: center;">7</td><td></td><td style="text-align: center;">E</td></tr> <tr><td style="text-align: center;">S</td><td></td><td></td><td></td><td></td></tr> </table> <p>Subdivision Name _____</p> <p>Lot No. _____ Block No. _____</p> <p>County <u>TWIN FALLS</u></p> <p><u>SW 1/4 NW 1/4 Sec. 7, T. 9 N/S, R. 14 E/W.</u></p>	N					W		7		E	S					<p>11. DRILLERS CERTIFICATION</p> <p>I/We certify that all minimum well construction standards were complied with at the time the rig was removed.</p> <p>Firm Name <u>C.B. FIZBON</u> Firm No. <u>26</u></p> <p>Address <u>Wendell Wa</u> Date <u>6-23-81</u></p> <p>Signed by (Firm Official) <u>J. [Signature]</u></p> <p>and</p> <p>(Operator) <u>[Signature]</u></p>																																					
N																																																					
W		7		E																																																	
S																																																					

RECEIVED

JUN 22 1981

DEPARTMENT OF WATER RESOURCES
SANDWICH LABORATORIES

RECEIVED

JUL 2 1981

Department of Water Resources

cb dl

Work started April 28 finished April 28-81

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Use Typewriter
or
Ball Point Pen

56525

1. DRILLING PERMIT NO. 47-94-S-0158-000

Other IDWR No. _____

2. OWNER:
Name Jack Dietman
Address P.O. Box 22
City Sun Valley State ID Zip 83353

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N		
S		

Twp. 9 North or South
Rge. 14 East or West
Sec. 1 1/4 NE 1/4 SW 1/4
Gov't Lot _____ County Twin Falls

Address of Well Site Lot 15
City Buhl

(Give at least name of road - Distance to Road or Landmark)
Lt. 15 Blk. 2 Sub. Name Clear Lakes
Estates

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

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Backs or Pounds	
<u>Bentonite</u>	<u>0</u>	<u>18</u>	<u>400</u>	<u>Powder Dry Into Annular</u>

Was drive shoe used? Y N Shoe Depth(s) _____
Was drive shoe seal tested? Y N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>6</u>	<u>72</u>	<u>78</u>	<u>250</u>	<u>Steel</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

Perforations Method _____
 Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

36 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices: Sanitary Well Cap

11. WELL TESTS:

Pump Baller Air Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

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

12. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
<u>8</u>	<u>0</u>	<u>2</u>	<u>Brown Sand</u>		
	<u>2</u>	<u>16</u>	<u>Loose Boulders to Sand</u>		
	<u>16</u>	<u>50</u>	<u>Brown Clay w/ Sand</u>		
	<u>50</u>	<u>96</u>	<u>Gravel</u>		<input checked="" type="checkbox"/>

RECEIVED

OCT 28 1994

Department of Water Resources

RECEIVED

OCT 18 1994

Department of Water Resources
Southern Region Office

MAY 08 1995

Completed Depth 90 (Measurable)
Date Started Oct 6/94 Completed Oct 11/94

13. DRILLER'S CERTIFICATION

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

Firm Name Caton Drilling Firm No. 26
Firm Official [Signature] Date 10/18/94
and
Supervisor or Operator [Signature] Date Oct 18/94
(Sign once if Firm Official & Operator)

